



*FOR CHILDREN | FOR FAMILIES | FOR MISSISSIPPI*

*Andrea Sanders, Commissioner*

---

### **REQUEST FOR QUALIFICATIONS (RFQ)**

Congregate Care and Child Placing Agency Services

RFQ Number: 2026ICCCP001

RFx Number: 3140004481

Issue Date: January 15<sup>th</sup>, 2026

### **CLOSING LOCATION**

Mississippi Department of Child Protection Services

750 North State Street

Jackson, Mississippi 39202

### **CONTACT**

Shaquita Burke, RFQ Coordinator

601-359-1329

[Contracts@mdcps.ms.gov](mailto:Contracts@mdcps.ms.gov)

### **CLOSING DATE & TIME**

Qualifications must be received no later than  
Friday, February 13<sup>th</sup>, 2026 (by 12:00 p.m. CST)

## Table of Contents

<b>SECTION 1: PROCUREMENT PROCESS .....</b>	<b>4</b>
1.1 BACKGROUND .....	5
1.2 PROCUREMENT TIMELINE .....	5
1.3 QUESTIONS AND REQUESTS FOR CLARIFICATION .....	6
1.4 RECOMMENDED LETTER OF INTENT .....	6
1.5 QUALIFICATIONS ACCEPTANCE PERIOD .....	6
1.6 REJECTION OF QUALIFICATIONS .....	6
1.7 EXPENSES INCURRED IN PREPARING OFFERS .....	7
1.8 PROPRIETARY INFORMATION .....	7
1.9 RESTRICTIONS ON COMMUNICATION WITH AGENCY STAFF .....	7
1.10 REGISTRATION WITH THE MISSISSIPPI SECRETARY OF STATE .....	7
1.11 DEBARMENT .....	7
1.12 MISSISSIPPI'S ACCOUNTABILITY SYSTEM FOR GOVERNMENTAL INFORMATION AND COLLABORATION (MAGIC)....	8
1.13 DISCUSSIONS WITH OFFERORS .....	8
1.14 SOLICITATION DOCUMENT .....	8
1.15 ACKNOWLEDGEMENT OF AMENDMENTS .....	8
1.16 EXCEPTIONS .....	8
1.17 INFORMALITIES AND IRREGULARITIES .....	9
1.18 RIGHT TO REJECT QUALIFICATIONS .....	9
1.19 TYPE OF CONTRACT .....	9
1.20 GENERAL REFERENCES THROUGHOUT THE RFQ .....	10
1.21 MDCPS RIGHTS RESERVED .....	10
1.22 SOLICITATION CANCELLATION CLAUSE .....	11
1.23 DISCLOSURE OF ORGANIZATIONAL STRUCTURE .....	11
1.24 DEFINITION OF PRINCIPAL .....	11
1.25 VENDOR EXCLUSION NOTICE .....	11
1.26 REQUEST FOR RECONSIDERATION OF THE INTENT TO AWARD .....	11
<b>SECTION 2: SCOPE OF SERVICES AND REQUIREMENTS .....</b>	<b>11</b>
2.1 PURPOSE.....	12
2.2 SCOPE OF SERVICES .....	13
2.3 TERM .....	17
2.4 INSURANCE .....	17
<b>SECTION 3: QUALIFICATIONS SUBMISSION REQUIREMENTS .....</b>	<b>18</b>
3.1 QUALIFICATIONS SUBMISSION DEADLINE .....	18
3.2 MANNER OF SUBMISSION .....	18
3.3 CONTENT OF QUALIFICATIONS .....	19

<b>SECTION 4: EVALUATION AND AWARD .....</b>	<b>25</b>
4.1 STEP ONE: DETERMINATION OF RESPONSIVE AND RESPONSIBLE OFFERORS .....	25
4.2 STEP TWO: EVALUATION COMMITTEE .....	25
4.3 STEP THREE: NEGOTIATION .....	28
4.4 AWARD .....	28
<b>SECTION 5: DEBRIEFING INFORMATION .....</b>	<b>28</b>
5.1 POST-AWARD VENDOR DEBRIEFING .....	28

## **ATTACHMENTS**

<b>ATTACHMENT A:</b>	<b>QUALIFICATIONS COVER SHEET.....</b>	<b>30</b>
<b>ATTACHMENT B:</b>	<b>DEBARMENT VERIFICATION FORM .....</b>	<b>33</b>
<b>ATTACHMENT C:</b>	<b>PROPRIETARY INFORMATION FORM .....</b>	<b>34</b>
<b>ATTACHMENT D:</b>	<b>QUALIFICATIONS EXCEPTION SUMMARY FORM.....</b>	<b>35</b>
<b>ATTACHMENT E:</b>	<b>REFERENCES .....</b>	<b>36</b>
<b>ATTACHMENT F:</b>	<b>REFERENCE SCORE SHEET .....</b>	<b>40</b>
<b>ATTACHMENT G:</b>	<b>SAMPLE CONTRACT .....</b>	<b>41</b>
<b>ATTACHMENT H:</b>	<b>ACKNOWLEDGEMENT OF AMENDMENTS .....</b>	<b>56</b>
<b>ATTACHMENT I:</b>	<b>RECOMMENDED LETTER OF INTENT .....</b>	<b>57</b>
<b>ATTACHMENT J:</b>	<b>PRE-OFFEROR'S STATEMENT OF ACKNOWLEDGMENT .....</b>	<b>61</b>
<b>ATTACHMENT K:</b>	<b>OLIVIA Y SETTLEMENT AGREEMENT .....</b>	<b>62</b>
<b>ATTACHMENT L:</b>	<b>PRICE RESOURCE PER DIEM PAYMENT AMOUNTS .....</b>	<b>63</b>
<b>ATTACHMENT M:</b>	<b>CONGREGATE CARE/CHILD PLACING SERVICES COST FORM..</b>	<b>66</b>
<b>ATTACHMENT N:</b>	<b>RELEASE OF QUALIFICATION AS PUBLIC RECORD.....</b>	<b>69</b>
<b>ATTACHMENT O:</b>	<b>PERFORMANCE REPORT VARIABLES .....</b>	<b>70</b>
<b>ATTACHMENT P:</b>	<b>REQUIRED CLAUSES .....</b>	<b>74</b>

## SECTION 1: Procurement Process

### 1.1 Background

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

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

MDCPS is seeking to procure the services of Congregate Care and Child Placing Agency Services vendors to join its Continuum of Care (CoC) network. The CoC is a network of agencies that work together to protect children and offer a wide range of family-centered services, including prevention, medical and legal support, licensed foster homes, and residential treatment. This solicitation aims to select vendors to provide specified services, with the option of operating one or multiple facility types. The vendor must be willing to commit to their roles, fulfill all licensure requirements prior to Congregate Care placements being made, engage in evidence-based practices, and collaborate with MDCPS on referrals, admissions, discharges, placement transitions and aftercare recommendations/services. Additional information about the services the Agency is seeking can be found in Section 2 of this RFQ.

### 1.2 Procurement Timeline

RFQ Issued and First Advertisement	Wednesday, January 15 <sup>th</sup> , 2026
Second Advertisement	Monday, January 19 <sup>th</sup> , 2026
Deadline to Submit Questions or Requests for Clarification	Monday, January 26 <sup>th</sup> , 2026 (by 12:00 p.m. CST)
Anticipated Posting of Answers to Questions and Requests for Clarifications	Wednesday, January 28 <sup>th</sup> , 2026
Deadline to Submit the <b><i>Recommended</i></b> Letter of Intent	Friday, January 30 <sup>th</sup> , 2026 (by 12:00 p.m. CST)
Deadline to Submit Qualifications	Friday, February 13 <sup>th</sup> , 2026 (by 12:00 p.m. CST)
Anticipated Notice of Intent to Award	Wednesday, March 4 <sup>th</sup> , 2026
Anticipated Initial Contract Term	Wednesday, April 1, 2026 – Tuesday, March 31, 2028

**Note:** MDCPS reserves the right to adjust this schedule as it deems necessary. MDCPS may post Answers to Questions or the Notice of Intent to Award on dates other than those stated above without amendment to this RFQ. The initial contract term shall be two (2) years, but MDCPS may change the dates of the initial contract term without amendment to this RFQ if the date changes are necessary because of the procurement schedule. No other dates shall be changed unless a written amendment is issued.

### **1.3 Questions and Requests for Clarification**

Questions relating to the RFQ requirements, or the services shall be submitted in writing to the RFQ Coordinator listed on the cover page of this RFQ at [Contracts@mdcps.ms.gov](mailto:Contracts@mdcps.ms.gov) no later than Monday, January 26<sup>th</sup>, 2026 person at the agency shall not be relied upon where it contradicts any portion of this RFQ, unless it is subsequently ratified by a formal written amendment to the RFQ. All questions and answers will be published on the MDCPS website and the Mississippi Contract/Procurement Opportunity Search Portal website in a manner that all Offerors will be able to view. When submitting questions and requests for clarifications, “RFQ Number: 2026ICCCP001 Congregate Care and Child Placing Agency Services” should be the subject for the email. Question submittals should include a reference to the applicable RFQ section and be submitted in the format shown below:

No.	RFQ Section, Page No.	Question/Request for Clarification
1.		

### **1.4 Recommended Letter of Intent**

Offerors should notify MDCPS of their intention to submit a qualifications package. The Letter of Intent (**Attachment I**) shall be submitted via e-mail to [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov) by Friday, January 30<sup>th</sup>, 2026 (by 12:00 p.m. CST). The Letter of Intent shall include the title and RFx number on the cover page of this RFQ, the Offeror’s organizational name and address, one (1) to two (2) sentences stating that the Offeror’s organization intends to submit qualifications for this service, location of the service area, and the contact person’s name, title, phone number, fax number, Tax I.D. number, DUNS number, address, and email address. MDCPS will acknowledge receipt of the letter of intent via return e-mail from [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov).

### **1.5 Qualifications Acceptance Period**

The Agency will accept qualifications until Friday, February 13<sup>th</sup>, 2026, at 12:00 p.m., CST. Qualifications shall be delivered to the RFQ Coordinator listed on the cover page of this RFQ. Qualifications submission requirements are contained in Section 3 of this RFQ.

### **1.6 Rejection of Qualifications**

Qualifications which do not conform to the requirements set forth in this RFQ may be rejected by MDCPS. Qualifications may be rejected for reasons which include, but are not limited to, the following:

- The qualifications contain unauthorized amendments to the requirements of the RFQ.
- The qualifications are conditional.

- The qualifications are incomplete or contain irregularities which make the Qualifications indefinite or ambiguous.
- The qualifications were received late. Late Qualifications will be maintained unopened in the procurement file.
- The qualifications are not signed by an authorized representative of the party.
- The qualifications contain false or misleading statements or references.
- The qualifications do not offer to provide all services required by the RFQ.
- Any other reason MDCPS determines to be in the best interest of the State.

## **1.7 Expenses Incurred in Preparing Offers**

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

## **1.8 Proprietary Information**

The Offeror should identify any part of the qualification package considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended), as a “Trade Secret.” Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. The Offeror shall submit a completed Proprietary Information Form, attached to this RFQ as **Attachment C**. Additional submission requirements regarding any part of the qualification marked as a “Trade Secret” are contained in Section 3 of this RFQ.

## **1.9 Restrictions on Communication with Agency Staff**

At no time shall any Offeror or its personnel contact, or attempt to contact, any MDCPS staff regarding this RFQ, except the RFQ Coordinator listed on the cover page of this RFQ in the manner prescribed in Section 1.3. Unauthorized contact regarding the RFQ with other employees of the agency may result in the potential Offeror being disqualified, and the potential Offeror may also be suspended or disbarred from the State.

## **1.10 Registration with the Mississippi Secretary of State**

By submitting a qualification, the Offeror 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 notified by the agency that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.

## **1.11 Debarment**

By submitting a qualification, the Offeror certifies that it is not currently debarred from submitting Qualifications 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 Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi or federal government. The Offeror shall submit a completed MDCPS Debarment Verification Form, attached to this RFQ as **Attachment B**. **Attachment B** shall be received by MDCPS, in the Qualifications submitted by the Offeror, no

later than Friday, February 13th, 2026, at 12:00 p.m., CST. MDCPS reserves the right to deem any Qualifications not containing an executed MDCPS Debarment Verification Form as non-responsive to the RFQ.

## **1.12 Registration with Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC)**

If the Offeror is not already registered as a supplier in MAGIC, the Offeror 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/mmrss/mississippi-suppliers>  
<http://www.dfa.ms.gov/dfaoffices/mmrss/mississippi-suppliers-vendors/supplier-self-service/vendors/supplier-self>  
<http://www.dfa.ms.gov/dfa-offices/mmrss/mississippi-suppliers-vendors/supplier-self-service/service/>

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

## **1.13 Discussions with Offerors**

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

## **1.14 Solicitation Document**

The RFQ is comprised of the base RFQ document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award. The attachments to this RFQ are made as a part of this RFQ as if copied herein in words and figures.

## **1.15 Acknowledgement of Amendments**

Offerors shall acknowledge receipt of any amendment to the RFQ in writing. The Agency shall specify the manner of submitting acknowledgements of amendments. Each offeror shall submit a written acknowledgement of every amendment to the Agency on or before the submission deadline.

## **1.16 Exceptions**

Offerors taking exception to any part or section of the solicitation shall indicate such exceptions on the RFQ Exception(s) form, **Attachment D**. Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified submissions, unless specifically allowed, shall be subject to rejection in whole or in

part. The qualifications must contain a high degree of acceptance of contract terms and conditions listed in **Attachment G** of this RFQ.

#### **1.17 Informalities and Irregularities**

MDCPS has the right to waive minor defects or variations of a Qualifications 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 an Offeror with the Qualifications for MDCPS to properly evaluate the Qualifications, MDCPS has the right to require such additional information as it may deem necessary after the time set for receipt of Qualifications, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

#### **1.18 Right to Reject Qualifications**

MDCPS reserves the right to reject all Qualifications during any step of the procurement process, even after negotiations have begun. MDCPS reserves the right to reject any and all Qualifications where the Offeror takes exception to the terms and conditions of the RFQ and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDCPS and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this RFQ.

#### **1.19 Type of Contract**

The resultant contracts from this RFQ shall consist of this RFQ and any amendments, the Offeror's Qualifications, and/or Offeror's best and final offer (as applicable). Compensation for services under a contract resulting from this RFQ will be in the form of a firm-fixed-price contract with price adjustments made by MDCPS as provided in Section 1.19.4 of the RFQ. Compensation will be based on a per diem rate. The payment rate for each placement type can be found in **Attachment L**.

**1.19.1** 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.

##### **1.19.2 Required Contract Terms and Conditions**

Any contract entered into between MDCPS and an Offeror pursuant to this RFQ 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.

##### **1.19.3 Optional Contract Terms and Conditions**

Any contract entered between MDCPS and an Offeror pursuant to this RFQ 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*.

#### **1.19.4 Price Adjustment to Account for Inflation**

A price adjustment may be allowed which does not exceed the lesser of either 5% or the annual increase in the Consumer Price Index for all Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics. Any such price adjustment will be effective only once per 12-month period, on the anniversary of the contract start date. If the CPI-U is a negative number, no adjustment in price shall be allowed. A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating any price adjustment relative to later contract years. The Contractor shall provide any 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. No price adjustment will be allowed other than as described in this paragraph. Any approval of a price adjustment shall be contained in a duly executed written amendment to this Contract.

#### **1.20 General References Throughout the RFQ**

Throughout this document, the various references below refer to the webpages or documents found at the specified link:

- “The MDCPS website” refers to the website found at: [www.mdcps.ms.gov](http://www.mdcps.ms.gov).
- “The Mississippi Contract/Procurement Opportunity Search Portal” or “the procurement portal” refers to the website found at:  
[https://www.ms.gov/dfa/contract\\_bid\\_search/Home/Buy](https://www.ms.gov/dfa/contract_bid_search/Home/Buy).
- “The *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*” or “the PPRB OPSCR Rules and Regulations” refers to the rules and regulations found at <https://www.dfa.ms.gov/personal-service-contractreview>.

#### **1.21 MDCPS Rights Reserved**

By and through this RFQ, MDCPS hereby reserves its rights to the following:

- Reject any and/or all Qualifications received in response to this RFQ.
- Waive minor irregularities if MDCPS determines that waiver would be in its best interest and would not result in an unfair advantage for other Offerors and potential Offerors.
- Reject any timely and properly submitted Qualifications in their entirety for failing to meet any of the mandatory requirements identified herein.
- Select for contract or for negotiations, Qualifications other than that with the lowest cost.
- If negotiations fail to result in a contract or agreement prior to the anticipated contract start date, MDCPS may terminate negotiations and take such other action as MDCPS deems appropriate.

## **1.22      Solicitation Cancellation Clause**

### **Right to Cancel Solicitation**

The issuing agency reserves the right to cancel this solicitation, in whole or in part, at any time and for any reason, without incurring any liability or obligation to any offeror.

## **1.23      Disclosure of Organizational Structure**

### **Disclosure of Principals, Parent Organizations, and Subsidiaries**

Each offeror must provide a complete listing of its principals, parent organizations, and subsidiaries. This information must include legal names, business addresses, and the nature of the relationship to the offeror. Failure to disclose this information may result in disqualification from consideration.

## **1.24      Definition of Principal**

### **Definition of Principal for This Procurement**

For the purposes of this solicitation, a “principal” of the offeror is defined as any individual or entity with ownership interest, executive authority, or decision-making power over the offeror’s operations, including, but not limited to, owners, partners, officers, directors, or any person with controlling interest.

## **1.25      Vendor Exclusion Notice**

### **Exclusion for Bad Faith Reductions**

Vendors are hereby notified that any reduction in services, staffing, or deliverables made in bad faith—whether during the solicitation process or after award—may result in exclusion from current and future procurement opportunities. The agency reserves the right to determine bad faith based on evidence of intentional misrepresentation, concealment, or failure to perform.

## **1.26      Request for Reconsideration of the Intent to Award**

An offeror who responded to an RFQ has an opportunity to request that the procuring Agency reconsider its intent to award the contract to a specific offeror(s). Any such request shall be filed with the Agency official primarily responsible for the procurement and the Director of OPSCR within three business days following issuance of the Notice of Intent to Award and posting of the Agency Procurement File in compliance with Sections 6.9.1, 6.9.1.1, and 6.9.1.2. It shall be the sole responsibility of the requesting offeror to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim an offeror may have as to the Agency’s decision to award the contract. The request shall contain the requesting vendor’s name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, the date the RFQ was issued, and the date the Notice of Intent to Award was issued.

The request shall identify which of these rules and regulations and/or the terms of the RFQ the requesting offeror believes were violated by the Agency during the evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement. The request shall not be based on anything other than the

Agency Procurement File, these rules and regulations, and the terms of the RFQ. The request shall not be supplemented.

Exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the portion(s) of the Agency Procurement File, the RFQ at issue in the request. Reference to documents outside of or facts not supported by the Agency Procurement File, the RFQ shall not be considered by the Agency when responding to the request.

If the requesting offeror believes the Agency Procurement File posted on the Agency website is incomplete (i.e., does not contain a document or documents required by these rules and regulations), the requesting offeror shall so state in the request and shall specify what it believes to be missing.

Should the requesting offeror believe the trade secrets and/or confidential commercial or financial information which were redacted from the Agency Procurement File posted on the Agency website contain issues related to its request, the requesting offeror shall state those concerns in the request – even if speculative – in a manner which is specific enough for the Agency to provide a response.

These rules and regulations provide the opportunity to request reconsideration of an Agency's decision to award a contract requiring PPRB approval. No such opportunity exists where the contract will not require PPRB approval unless explicitly so stated by the procuring Agency.

## **SECTION 2: Scope of Services and Requirements**

### **2.1**

#### **Purpose**

The Mississippi Department of Child Protection Services (MDCPS) seeks to engage vendors who will actively participate in the MDCPS Continuum of Care (CoC). This solicitation aims to select award recipients to deliver specified services outlined in the proposal. Vendors can submit proposals to operate either a single facility or multiple facilities. Chosen agencies will undergo an organizational needs assessment, receive training for foster caregivers and staff, and review policies to better support and sustain the needs of the youth.

The MDCPS Continuum of Care is a network of partnering agencies working together to protect children and provide a comprehensive range of family-centered services. These services cater to children at all levels of involvement with the child protection system, covering prevention services, medical and legal support, licensed foster homes, and residential treatment settings.

When out-of-home placements are deemed necessary, the CoC ensures that children and youth are placed in quality therapeutic foster homes that are safe, licensed, child and family-centered, and trauma-informed. The CoC's goal is to establish and maintain a robust statewide partnership of organizations serving children and youth in foster care, aiming to significantly reduce placement disruptions, decrease congregate care placements, and achieve permanency.

Each partnering agency within the CoC commits to its designated service role as per the contract and is required to engage in evidence-based practices that promote physical and psychological safety, shared parenting, and a culture of trauma awareness. Agencies must also actively collaborate with MDCPS on youth admissions and discharge transitions, ensuring that youth are not denied admission or discharge based on agreed contract criteria.

It is understood that any contract resulting from this RFQ may require approval by the Public Procurement Review Board (PPRB). If any contract resulting from this RFQ is not approved by MDCPS and/or PPRB (if required), it is void and no payment shall be made.

## **2.2 Scope of Services**

MDCPS is seeking to procure the services of vendors that will agree to be an active participant in the MDCPS Continuum of Care. The outcome of this Solicitation will be the selection of an award recipient(s) to accomplish specified services contained in the proposal. Proposers may submit a proposal to operate a single facility or multiple facilities.

The MDCPS Continuum of Care (CoC) serves as a network of partnering agencies that work collectively to ensure that children are protected and are provided with a wide range of family centered services that meet their needs at any level of involvement with the child protection system. Ultimately, the CoC network of partner providers spans the entire spectrum of child protection services to include prevention services, medical and legal supports, licensed foster homes, and residential treatment settings.

When out-of-home placements have been deemed in the best interest of the child, the CoC ensures that children and youth are provided with quality therapeutic foster homes that are safe, licensed, child and family-centered, and trauma-informed. Moreover, the CoC purpose is to establish and maintain a robust statewide partnership consisting of organizations that serve children and youth in foster care that are committed to significantly decreasing overall placement disruptions, reducing congregate care placements, and achieving permanency.

As a part of the Continuum of Care, each partnering agency commits to its designated service role (according to the contract) within the CoC and is required to engage in evidence-based practices that promote physical and psychological safety, shared parenting, a culture of trauma awareness, and actively collaborate with MDCPS regarding youth admissions and discharge transitions. In addition, CoC members agree to work diligently to ensure that youth are not denied admission and/or discharge based upon agreed contract criteria. Ultimately, CoC members actively coordinate with MDCPS and other members of the CoC regarding referrals, admissions, discharges, placement transitions, and aftercare recommendations/services. Additional details and requirements for each setting type can be found [here](#).

The Continuum of Care statewide partnership is comprised of dedicated organizations that serve children and youth in the following settings:

- **Adolescent Diversion Units / Access Units** are less structured and formalized than emergency shelters and shall include fully furnished living environments that include internet capability. Adolescent Diversion Units / Access Units will offer time limited use of individual spaces for youth in foster care. MDCPS will provide supervision via the use of approved caretakers 24 hours a day / 7 days a week as all youth must receive 24-hour supervision. The Partner Provider agrees to notify MDCPS when their staffing capacity to provide supervision of youth is in place.
- **Intake and Assessment Centers (Emergency Shelters) (IAC)** shall be designated to provide emergency and/or temporary residential services (up to 60 days) to meet the basic needs of children and youth ages ten (10) to twenty-one (21). Intake and Assessment Centers are short term solutions for children and youth entering care until permanency may be achieved. No child shall remain in an Intake and Assessment Center for more than sixty (60) calendar days unless there are exceptional circumstances and the MDCPS Deputy Commissioner of Well-being and Safety has granted express written approval and documented the need for the extension. Placement of children or youth in facilities of this type will not occur prior to each facility's satisfaction of all requirements for licensure.
- **Qualified Residential Treatment Programs (QRTP)** are a specific category of a congregate care setting, for which agencies must meet detailed assessment, case planning, documentation, judicial determination and ongoing review and permanency hearing requirements for a child to be placed in and continue to receive title IV-E FCMP's for the placement. The facility must also meet the definition of a CCI at sections 472(c)(2)(A) and (C) of the Social Security Act, including that it must be licensed (in accordance with section 471(a)(10) of the Act and that criminal record and child abuse and neglect registry checks must be completed in accordance with section 471(a)(20)(D) of the Social Security Act. Placement of children or youth in facilities of this type will not occur prior to each facility's satisfaction of all requirements for licensure.
- **Specialized Group Care for Minor Victims of Sex Trafficking (SGC)** is a setting that is licensed to provide 24-hour care and supervision for children and youth identified to be involved in sex trafficking. Providers of this setting conduct services for commercially sexually exploited children (CSEC). This term is to be considered synonymously with victims of human trafficking or victims at risk of human trafficking and must meet the licensing requirements outlined in the Congregate Care Licensure Standards in addition to the program requirements outlined in this rule. Placement of children or youth in facilities of this type will not occur prior to each facility's satisfaction of all requirements for licensure.
- **Supervised Independent Living (SIL)** is a licensed or approved setting in which young adults in foster care can reside in the least restrictive, non-traditional environment while continuing to receive casework and supportive services that promote independence and will help them become self-sufficient. The program should encompass a balance between

independence and dependence. Young adults in the program should not require 24-hour supervision but have scheduled and unscheduled intermittent check-ins. Youth (ages 18-21) currently in foster care that has been assessed and determined to be ready for living independently with supportive services provided by the approved Partner Provider. Supportive services shall be provided by the program Partner Provider.

- **Teen Maternity Homes** are settings specializing in providing therapeutic prenatal, postpartum, or parenting supports for youth in foster care - ages twelve (12) years of age through age twenty (20) years and (11) eleven months.
- **Therapeutic Foster Homes** are licensed or approved by the state as a foster family home that meets the standards established to provide care for children or youth with Serious Emotional Disturbance in a family setting, utilizing specially trained foster parents. Therapeutic Foster Care services are intensive and supportive services provided to children in the custody of MDCPS. These children have significant medical, developmental, emotional, or behavioral needs, who with additional resources, can remain in a family setting and achieve positive growth and development. Services include specialized training, clinical support, and in-home intervention to therapeutic foster parents and the child, allowing the child to remain in a family home setting.
- **Therapeutic Group Home Services** shall provide services to children in MDCPS custody ages ten (10) to twenty (20) years (or until the twenty first (21st) birthday if custody has been extended by the court) and should be designed to meet the needs of children who are unable to live at home, or with a Foster Family) with at least moderate emotional, behavioral, medical, or developmental problems, for instance, bipolar disorder, dysthymia (depression), intermittent explosive disorder, oppositional defiant disorder, sexually deviant behavior, intellectual disability/developmental delays, behavior disorder, mental illness/on medication, other diagnosed psychiatric disorders according to the current Diagnostic and Statistical Manual of Disorders and therefore require temporary therapeutic and mental health services in a group care setting that is integrated within the community. The goal for children in therapeutic group homes is lasting permanency through reunification, relative care, adoption or guardianship. Therefore, the primary work with the child and family should be focused on making this happen. The Therapeutic Group Home Applicant shall provide structure, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs. The Therapeutic Group Home Program shall be designed for children and youth in need of twenty-four (24) hour care and integrated planning to address behavioral, emotional, or family problems and the need for progressive reintegration into family and community living. Children and youth in a therapeutic group home placement shall remain involved in community-based schools (if possible) and participate in community and school-based recreational activities with appropriate supervision. Placement of children or youth in facilities of this type will not occur prior to said facilities satisfaction of all requirements for licensure.
- **Traditional Foster Homes** are licensed or approved by the state as a foster home that meets the standards established to provide care for children in a family setting with licensed foster parents to support lasting permanency and/or reunification with biological families.

- **Traditional Group Home Services** shall be designed to provide services to children and youth in MDCPS custody ages ten (10) to twenty (20) years (or until the twenty-first (21st) birthday if custody has been extended by the court). Group Homes may serve children younger than ten (10), upon written approval by the Assistant Deputy Commissioner (ADC), when they are siblings of a resident over age ten (10). The goal for children in Group Home Care is lasting permanency through reunification, relative care, adoption, or guardianship. The purpose of Group Home Care is to provide an environment and services that will help children, and their families develop the necessary skills to support lasting permanency. The Group Home shall provide services to help children and youth return to their families, transition to a less restrictive setting, or to independent living. Placement of children or youth in facilities of this type will not occur prior to said facilities satisfaction of all requirements for licensure.

The outcome of this Solicitation will be the selection of an award recipient(s) to accomplish specified services contained in the proposal. Proposers may submit a proposal to operate a single facility or multiple facilities. In the event of multiple facilities being a part of the same campus under a contracted provider's network of services, each individual facility must meet all requirements for licensure before the placement of children and youth can occur. Proposals must explain the Provider's expertise and/or history in the provision of residential services. Please refer to the specific setting type for additional details and requirements. All proposals must contain language on how the proposer can meet the identified needs of children and their families.

The proposal shall describe in detail specialized training given to direct care and administrative staff to adequately prepare them to provide care to children in a trauma-informed manner. Proposals must explain how providers will address behavior management, methods of crisis intervention and stabilization, and strategies of behavior de-escalation.

MDCPS is seeking providers who demonstrate they will use a collaborative problem-solving approach and provide a child-centered nurturing environment. Proposers must acknowledge the performance measures outlined in the MDCPS Congregate Care Partner Provider Scorecard that will determine the effectiveness of their program.

Note: The MDCPS Congregate Care Provider Scorecard (see: [Mississippi Department of Child Protection Services \(MDCPS\)](#)) is a performance evaluation tool for agencies serving youth in foster care, focusing on Safety, Permanency, and Well-Being using nineteen (19) key metrics, with deficient outcomes (below 80% or 70% in safety) triggering Corrective Action Plans and potentially impacting contract renewal, ensuring providers meet standards for child welfare in Mississippi.

### **Key Components of the Scorecard:**

- **Performance Metrics** – Based on nineteen (19) measures across three (3) main areas: Safety, Permanency, and Well-Being;

- **Quartile Ranking** – Providers are ranked in quartiles for their performance in these areas;
- **Performance Thresholds** – Metrics below 80% require a corrective action plan; two (2) or more safety metrics below 70% trigger discussions for improvement plans.; and,
- **Contract Implications** – Consistent poor performance can lead to loss of contract and could affect contract renewal.

## 2.3 Term

The anticipated term of the contract shall be for a period of two (2) years, beginning on Wednesday, April 1, 2026 and ending Friday, March 31, 2028, the contract may be renewed at the discretion of MDCPS for a period of one additional year under the same prices, terms, and conditions as in the original contract, and subject to approval by the PPRB. The total number of renewal years permitted shall not exceed one (1) or extend the contract's liability past March 31<sup>st</sup>, 2030.

Renewal years are subject to the needs of MDCPS, as well as the availability and appropriation of funds. MDCPS shall notify the contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. A 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.

## 2.4 Insurance

The company represents that it will maintain workers' compensation insurance which shall inure to the benefit of all the company's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. All general liability, professional liability and fidelity bond insurance will provide coverage to MDCPS as an additional insured.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing the aforesaid coverage shall be furnished to MDCPS prior to commencement of services resulting from this RFQ. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

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

Contractor shall submit to 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 a cause for your qualifications 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 subcontractor provides adequate insurance and/or bond coverage for the activities arising out of subcontracts.

In no event shall the requirement for 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.

## **2.5      Multiple Awards**

MDCPS reserves the right to endorse multiple awards.

# **SECTION 3: Qualifications Submission Requirements**

## **3.1      Qualifications Submission Deadline**

All Qualifications submitted in response to this RFQ must be received by the RFQ Coordinator listed on the cover page of this RFQ **no later than** Friday, February 13<sup>th</sup>, 2026, **at 12:00 PM (CST)**.

Timely submission is the sole responsibility of the Offeror. Qualifications packages received by the RFQ Coordinator after the specified time shall be rejected and maintained unopened as part of the procurement file. All Offerors are urged to take the possibility of delay into account when submitting a qualification package. The agency will not be responsible for mail delays, lost mail, or any other delivery failure. All risk of late arrival due to unanticipated delay, whether delivered by hand, U.S. Postal Service, courier or other delivery service or method is entirely on the Offeror. A qualification is considered delivered to the Agency when it is received by the RFQ coordinator.

The time and date of receipt shall be indicated on the envelope or package by the RFQ Coordinator. The only acceptable evidence to establish the time of receipt is the time and date stamp of the RFQ Coordinator on the qualifications or other documentary evidence of receipt used by the RFQ Coordinator. Offerors may request the RFQ Coordinator provide them with documentation of receipt of their Qualifications.

## **3.2      Manner of Submission**

Qualifications must be submitted by U.S. Mail, other courier, or by hand delivery in a sealed envelope or package. The outside of the envelope or package should be marked:

Request for Qualifications for Congregate Care and Child Placing Agency Services

Opening Date: Friday, February 13<sup>th</sup>, 2026

RFQ Number: 2026ICCCP001

RFx Number: 3140004481

Mississippi Department of Child Protection Services

750 North State Street

Jackson, Mississippi 39202

SEALED QUALIFICATIONS PACKAGE

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

Qualifications submitted via facsimile (fax) machine, e-mail, or other electronic submission methods will not be accepted.

### **3.3 Content of Qualifications**

All qualifications shall be in writing. Offerors shall submit a labeled binder containing one (1) original, signed Qualifications package and one (1) electronic copy of the Qualifications package. The original Qualifications (physical copy – in the labeled binder) shall include six (6) tabs dividing appropriate sections of the Offeror's Qualifications. The electronic copy shall be stored on a thumb drive that includes separate PDF file folders of each required Tab.

Each Tab should be labeled as follows and include the content discussed in Sections 3.3.1 through 3.3.6 of this RFQ.:

Tab 1	Transmittal Letter and Required Documentation
Tab 2	Minimum Qualifications
Tab 3	Technical Qualifications
Tab 4	Cost Sheet
Tab 5	Management Qualifications
Tab 6	Public Copy of Full Qualifications

Electronic files shall not be protected by passwords. Electronic files must be in PDF format, and they shall be capable of being copied to other media including a readable version of Microsoft Word.

Modifications or additions to any portion of the procurement document may be cause for rejection of the qualifications. MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a qualification with modifications or additions as non-responsive. As a precondition to qualifications acceptance, MDCPS may request the Offeror to withdraw or modify those portions of the qualifications deemed non-responsive that do not affect quality,

quantity, price, or delivery of the service. MDCPS reserves the right to address any minor informalities as provided by Section 3-202.12.4.1 of the PPRB OPSCR Rules and Regulations.

### **3.3.1 Transmittal Letter and Required Documentation**

The Offeror should submit a Transmittal Letter which contains the following minimum information:

- The Offeror's name, telephone number, location of Offeror's principal place of business, and if different, the place of performance of services solicited by this RFQ.
- The age of the Offeror's business and the average number of employees the Offeror has employed for the past three (3) years;
- A statement the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) business days of written notification of award. Sole proprietors are not required to register with the Mississippi Secretary of State.

In addition to the Transmittal Letter, the following completed and signed documents should be included under Tab 1:

- Qualifications Cover Sheet with Certifications and Assurances (Attachment A)
- Debarment Verification Form (Attachment B)
- Proprietary Information Form (Attachment C)
- Qualifications Exception Summary (Attachment D)
- A minimum of 3 References (Attachment E)
- Reference Score Sheet (Attachment F)
- Acknowledgement of Amendments, if applicable (Attachment H)
- Copy of Previously Submitted Recommended Letter of Intent (Attachment H)
- Pre-Offeror's Statement of Acknowledgement (Attachment J)
- Qualifications Cost Form (Attachment M)
- Completed W-9

### **3.3.2 Minimum Qualifications and Information**

The Offeror must submit documentation demonstrating that it meets the following minimum qualifications:

Qualifications that do not include the following MANDATORY information may be deemed non-responsive and not considered for evaluation:

- a. Table of Contents;
- b. Required format followed (typed, indexed, divided, and numbered pages);
- c. Required number of identifiable and non-identifiable copies of qualifications provided;
- d. Completed and signed Acknowledgement of Amendments, if applicable; and

- e. Statement that the vendor certifies it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) business days of written notification of award.
- f. Qualifications must explain the Provider's expertise and/or history in the provision of Congregate Care.
- g. All qualifications must contain language on how the offeror can meet the identified needs of children and their families.
- h. The qualifications shall describe in detail the current level of specialized training given to direct care and administrative staff to adequately prepare them to provide care to children in a trauma-informed manner.
- i. Qualifications must explain how providers will/or currently address behavior management, methods of crisis intervention and stabilization, and strategies of behavior de-escalation.

Acknowledgement of MDCPS Congregate Care Partner Provider Scorecard that will determine the effectiveness of their program.

## **1. Program Description and Service Scope**

Vendors must provide a detailed overview of the continuum of care services offered, demonstrating the ability to address all levels of involvement with the child protection system, including:

- Prevention services;
- Medical and legal support;
- Licensed foster homes; and,
- Residential treatment settings.

Vendors must also demonstrate the use of a family-centered approach and trauma-informed care principles.

## **2. Licensing and Accreditation**

Prior to the acceptance of children and youth for placement, vendors must hold current and valid licenses for:

- Foster care services (licensed foster homes);
- Residential treatment programs; and,
- Medical and/or mental health services (if applicable).

Accreditation from recognized organizations (e.g., CARF, COA) supporting quality care is highly recommended.

### **3. Staff Qualifications and Training**

Vendors must employ qualified staff with credentials, licenses, and certifications relevant to child welfare, social work, medical, legal, and therapeutic roles. Documentation must show staff training in:

- Child protection laws and protocols;
- Trauma-informed care;
- Family-centered service delivery; and,
- Awareness and responsiveness to varied client needs and contexts.

### **4. Policies and Procedures**

Vendors must have documented policies addressing:

- Child protection and safety protocols;
- Service delivery across the continuum of care;
- Family engagement and participation;
- Confidentiality and data protection; and,
- Coordination with child protection and legal agencies.

### **5. Collaborations and Partnerships**

Vendors must demonstrate established partnerships or agreements (MOUs) with:

- Child protection agencies other than MDCPS;
- Medical providers;
- Legal support services; and,
- Community-based prevention programs.

These partnerships must support integrated service delivery.

### **6. Outcome Measurement and Quality Assurance**

Vendors must provide evidence of outcome measurement and reporting across the continuum of care (e.g., prevention success, placement stability, treatment progress). Quality Assurance (QA) and Continuous Quality Improvement (CQI) processes must be in place.

**Commitment Statement** – Offerors are required to provide a statement to formally commit to implementing robust outcome measurement and QA processes, with timelines for when these will be operational.

## 7. Financial and Administrative Capacity

Vendors must demonstrate financial stability and the administrative capacity to deliver sustained services, including submitting organizational charts showing administrative support for the continuum of care services.

## 8. Reference Requirements

Vendors must provide at least two (2) references from contracts or projects completed within the last three (3) years that are similar in scope, size, or discipline to the services requested. Specifics regarding these references are detailed below:

- References (**Attachment E**) must be familiar with the vendor's abilities related to this RFQ;
- Vendors must ensure all reference contact information is accurate and current;
- MDCPS must be able to contact two (2) references within two (2) business days of proposal opening;
- Vendors may submit additional references;
- MDCPS will contact references starting at the top of the list until two (2) reference evaluations are completed;
- A minimum total score of 12 points from two (2) references on the Reference Score Sheet (**Attachment F**) is required.

## 9. Financial Documentation

Vendors must submit independently audited financial statements for the most recent fiscal year and the two (2) preceding years, including:

- Audit opinion;
- Balance sheet;
- Statements of income, retained earnings, and cash flows;
- Notes to the financial statements; and,
- Account balances for the past six (6) months.

If audited financial statements are unavailable, vendors must provide a written explanation and submit sufficient alternative financial documentation (e.g., unaudited statements, credit ratings, letters of credit) to demonstrate financial stability and the ability to meet contractual obligations for sustained fiscal controls. In lieu of audited financial statements, MDCPS allows new or emerging businesses to submit a written explanation of financials, projected budgets, and evidence of capacity to sustain operations. Requirements in this RFQ place emphasis on whether the provider(s) can show financial viability through documentation.

In this case, a clear narrative explanation of the offeror's financial position (e.g., startup funding, grants, loans, or private investment) is expected along with a projected operating budget for the contract term. Also included in the submission should be any Letters of Support, commitments, or financial backing from partners or investors. Evidence of internal controls (ongoing management of funds, tracking of expenses, and all other compliance-related activities), is also an expectation. MDCPS reserves the right to request additional supporting information if the explanation is deemed insufficient. MDCPS does not require a credit check in this RFQ.

### **3.3.3 Technical Qualifications**

Offerors should submit a plan giving as many details as is practical explaining how the services will be performed pursuant to Section 2.2 of this RFQ and information for quality control and assurance programs.

### **3.3.4 Cost Form**

Offerors must submit a Cost Form using **Attachment M**. All pricing submitted on **Attachment M** should include all necessary expenditures to provide services requested in this RFQ with no additional or hidden fees. Offerors should submit a detailed budget including an itemized list of all expenditures for the services and activities required by this RFQ with no additional or hidden fees.

### **3.3.5 Management Qualifications**

Offerors should provide the following information in the Management Qualifications:

- Detailed approach to the management of the program and ability to keep the program on target and to ensure that the requested services are provided;
- Offeror's plan to ensure that all requests are being met and the ability to identify and resolve problems which occur;
- Identification of in-house resources vs. contracted resources;
- Describe the experience of the firm in providing services of similar scope and size to those required by this RFQ, give the number of years that the company has been providing services, and provide a statement on the extent of any corporate expansion required to handle the services;
- Documentation of experience in performing similar work by employees and, when appropriate, sub-contractors, and understanding the importance of interacting with the appropriate MDCPS staff and presenting a plan to do so appropriately;
- Resumes listing abilities, qualifications, and experience of all other individuals who will be assigned to provide the required services; and
- Method(s) for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair; (Personnel, equipment, facilities to perform the services currently available or demonstrated to be made available at the time of contracting).

### **3.3.6 Public Copy of Complete Qualifications**

The Offeror shall prepare a complete copy of the qualifications (as required by Sections **3.3.1, 3.3.2, 3.3.3, 3.3.4, and 3.3.5**) and redact any information the Offeror deems to be a Trade Secret. For additional information about what constitutes a Trade Secret, see Section 1.8 of this RFQ and Miss. Code Ann. §§ 25-61-1, *et seq.* and 79-23-1. The redacted copy of the complete qualifications shall be considered the “Public Copy” of the Offeror’s qualifications.

The Public Copy of the qualifications is considered a public record and is subject to release by MDCPS without notice to the Offeror pursuant to Miss. Code Ann. §§ 25-611 *et seq.* MDCPS may release the Public Copy pursuant to requests under the Mississippi Public Records Act or any other reason deemed necessary by MDCPS. Should the Offeror be awarded a contract, the Public Copy will also be posted to the Transparency Mississippi website.

If an Offeror does not submit a Public Copy, the Agency will consider the qualifications submitted in response to Sections **3.3.1, 3.3.2, 3.3.3, 3.3.4, and 3.3.5**, to be the Public Copy and subject to being released, in full, without notice to the Offeror.

## **SECTION 4: Evaluation and Award**

MDCPS will evaluate Offerors’ Qualifications in three steps.

### **4.1 Step One: Determination of Responsive and Responsible Offerors**

Qualifications will be reviewed to determine whether the Offeror will be deemed responsive and responsible. Qualifications which do not comply with the minimum specifications may be deemed Non-Responsive or Not Responsible and rejected immediately, receiving no further consideration. The Offeror shall be notified in writing if their qualifications are deemed Nonresponsive and/or Not Responsible and are thereby rejected.

#### **4.1.1 Responsive Respondent**

Offeror must submit a Qualifications which conforms in all material respects to this RFQ, as determined by MDCPS.

*Nonconforming Terms and Conditions:* A qualifications response that includes terms and conditions that do not conform to the terms and conditions in the qualifications document is subject to rejection as non-responsive. MDCPS reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its Qualifications response prior to a determination by MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

*Conditioning Qualifications Upon Other Awards:* Any qualifications conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

#### **4.1.2 Responsible Respondent**

Offeror must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDCPS. At a minimum, an Offeror must meet or exceed the minimum qualifications as stated in Section **3.3.2** to be deemed responsible.

#### **4.2 Step Two: Evaluation Committee**

Qualifications that satisfactorily complete Step One will be reviewed and analyzed by an evaluation committee to determine if the qualifications adequately meet the needs of MDCPS. The evaluation committee will award points using the factors listed below. There are a total of 100 points available.

##### New Vendor Consideration

**Note:** MDCPS encourages participation from new and emerging vendors. Where applicable, alternative documentation (e.g., related experience, strategic partnerships, pilot projects) may be accepted to demonstrate technical and management capacity. Evaluation panels will consider this information alongside traditional past performance criteria.

#### **4.2.1 Technical Factors (Proposed Methodology) - 33 Points (33%)**

Subfactor	Description	Points
<b>Understanding of Scope and Objectives</b>	Does the proposal demonstrate a clear understanding of the scope of work and related objectives?	10 points
<b>Proposed Methodology and Innovation</b>	Has the offeror documented the effectiveness of the proposed methodology? For new vendors: innovative approaches or evidence from related work may be considered.	8 points
<b>Quality Control and Staffing Strategy</b>	Does the proposal include robust quality control and assurance measures? Does the offeror demonstrate the ability to recruit, retain, and manage qualified personnel?	5 points
<b>Use of Registered Programs (California Clearinghouse)</b>	Y/N: 5 points for Yes, 0 points for No. If Yes: Rating 1-3 = 5 points; Rating >3 or no rating = 0 points	5 points
<b>Alternative Evidence of Capability (New Vendors Only)</b>	New vendors may submit alternative documentation (e.g., pilot program data, academic research, partnerships, or performance in similar settings) to demonstrate capacity and preparedness.	Up to 5 points

#### 4.2.2 Cost Factors (Price) – 35 Points (35%)

- All respondents will receive 35 points for cost factors, as the contract rates are set by MDCPS.

#### 4.2.3 Management Factors – 32 Points (32%)

Subfactor	Description	Points
<b>Organizational Experience</b>	<ul style="list-style-type: none"> <li>- For established vendors: History and experience performing similar work</li> <li>- For new vendors: Experience in related fields, leadership qualifications, or organizational readiness may be considered</li> </ul>	10 points
<b>Reliability and References</b>	<ul style="list-style-type: none"> <li>- Does the offeror provide references or documentation demonstrating a record of reliability?</li> <li>- For new vendors: Professional references, academic partnerships, or relevant collaborations may be considered.</li> </ul>	4 points
<b>Track Record of Service</b>	<ul style="list-style-type: none"> <li>- Includes on-time delivery, budget compliance, and performance history.</li> <li>- New vendors may submit documentation from related or comparable projects.</li> </ul>	5 points
<b>Industry/Program Experience</b>	<ul style="list-style-type: none"> <li>- Has the vendor worked in the field or with public contracts before?</li> <li>- For new vendors: Relevant experience in nonprofit, clinical, or service-based sectors may count.</li> </ul>	5 points
<b>Resources and Readiness</b>	<p><b>Does the vendor demonstrate organizational readiness in staffing, facilities, technology, and infrastructure necessary to perform Congregate Care and Child Placing Agency Services?</b></p> <ul style="list-style-type: none"> <li>• <b>Staffing Readiness (up to 3 points):</b> Clear staffing plan and organizational chart; staff qualifications meet regulatory requirements; realistic recruitment and retention strategies.</li> <li>• <b>Facility Readiness (up to 2 points):</b> Licensed (or pre-licensed) facilities with bed/placement capacity, safety, and youth suitability.</li> <li>• <b>Technology &amp; Data Systems (up to 2 points):</b> Functional case management, data security compliant with HIPAA/FERPA, ability to coordinate electronically.</li> <li>• <b>Operational Infrastructure (up to 1 point):</b> Transportation, crisis/emergency procedures, access</li> </ul>	8 points

	<p>to clinical/educational supports, business continuity plans.</p> <p><b>Note for New Vendors:</b> Qualification submissions may include recruitment timelines, licensing status, system implementation plans, and partnerships.</p> <p>Evaluators will weigh current capacity and plans for readiness. Fully operational vendors score higher; new vendors can earn points via well-defined plans and alternative documentation.</p>	
--	--	--

#### **4.3 Step Three: Negotiation**

MDCPS will contact the Offerors with qualifications which best meet the agency's needs (based on factors evaluated in Step Two) and may attempt to negotiate an agreement that is deemed acceptable to both parties.

##### **4.3.1 Negotiating with Next-Ranked Vendor**

Should negotiations discussed in Section 4.3 fail to result in a contract that is acceptable to both parties, or the State ceases doing business with any Contractor selected through this RFQ process for any reason, the State reserves the right to initiate negotiations with the next ranked vendor.

#### **4.4 Award**

Following evaluation, the Agency will issue a Notice of Intent to Award to the responsible Offerors whose qualifications are determined in writing, to be the most advantageous to the State, taking into consideration price and the evaluation factors set forth in the RFQ. No other factors or criteria shall be used in the evaluation. MDCPS anticipates making multiple awards.

##### **4.4.1 Notice of Intent to Award**

The Notice of Intent to Award for this procurement will be made available to the public through posting on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website. All participating Offerors will be notified in writing of MDCPS' intent to award a contract and identify the selected Offeror.

##### **4.4.2 Notice of Contract Award**

Following issuance of the Notice of Intent to Award, successful negotiation of the contract, and approval of the contract by the Public Procurement Review Board and any other required entities, MDCPS make a Notice of Contract Award available to the public.

## **SECTION 5: Debriefing Information**

## 5.1

### **Post-Award Vendor Debriefing**

A respondent, 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 Deputy Chief Financial Officer, Shaquita Burke, 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 respondent prefers to have legal representation present, the respondent must notify the Deputy Chief Financial Officer Shaquita Burke, 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.

At a minimum, the debriefing information shall include the following:

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

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

## **ATTACHMENT A: Qualifications Cover Sheet**

## **with Certifications and Assurances**

Organization Name: \_\_\_\_\_

Organization's Physical Address: \_\_\_\_\_

Organization's Mailing Address: \_\_\_\_\_

Organization's Principal Place of Business: \_\_\_\_\_

Organization's Place of Performance of Services (if different): \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Contact Person's Phone No.: \_\_\_\_\_

Contact Person's Fax No.: \_\_\_\_\_

Contact Person's Email Address: \_\_\_\_\_

DUNS Number:

Age of business: \_\_\_\_\_ Average number of employees over the past three (3) years: \_\_\_\_\_

Indicate the underlying philosophy of the firm in providing the services required within this solicitation.

---

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

1. That he/she has thoroughly read and understands this Request for Qualifications and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications and the attachments thereto;
3. That the company agrees to all provisions of this Request for Qualifications and the attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this RFQ (Attachment G);
4. That the company will perform the services required at the prices quoted;
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 licensed and certified personnel or personnel with requisite credentials who shall be qualified to perform the duties required to be performed under this Request for Qualifications.
7. **NON-DEBARMENT:** By submitting a Qualifications, the respondent certifies that it is not currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.

## **8. REPRESENTATION REGARDING CONTINGENT FEES**

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

## **9. REPRESENTATION REGARDING GRATUITIES**

The bidder, offeror, 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.

## **10. INDEPENDENT PRICE DETERMINATION**

The respondent 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 respondent or competitor relating to those prices, the intention to submit a Qualifications, or the methods or factors used to calculate prices offered.

## 11. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's Qualifications that such Contractor **has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**Company Name:** \_\_\_\_\_

Printed Name and Title of Representative: \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_

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

## ATTACHMENT B: Debarment Verification Form

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
*Are you currently registered with <a href="http://www.sam.gov">www.sam.gov</a> ( <i>Respond Yes or No</i> )	
*Registration Status ( <i>Type Active or Inactive</i> )	
*Active Exclusions ( <i>Type Yes or No</i> )	

*\*Offerors shall provide a written justification for any above responses denoted with an “\*” as an attachment to this Attachment B, Debarment Verification Form for any responses other than the following: Are you currently registered with [www.sam.gov](http://www.sam.gov)? YES; Registration Status? ACTIVE; Active Exclusions? 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](http://www.sam.gov) – System for Award Management (SAM).

### **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](http://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 C: Proprietary Information Form

The Offeror 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 Offeror, 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  
*(No stamped signature)*

Date

## ATTACHMENT D: Qualifications Exception Summary Form

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

**This Form MUST be COMPLETED and SIGNED.**

Failure to indicate any exception will be interpreted as the respondent's intent to comply fully with the requirements as written. Conditional or qualified Qualifications, unless specifically allowed, shall be subject to rejection in whole or in part.

RFQ Reference	Respondent Qualifications Reference	Brief Explanation of Exception	MDCPS Acceptance
<i>(Reference specific outline point to which exception is taken)</i>	<i>(Page, section, items in respondent's Qualifications where exception is explained)</i>	<i>(Short description of exception being made)</i>	<i>(Sign here only if accepted)</i>
1			
2			
3			
4			
5			
6			
7			

---

Signature of Authorized Official  
*(No stamped signature)*

Date

---

## ATTACHMENT E: References

Offerors may submit as many references as desired by submitting as many additional copies of Attachment E, References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed for each of the two (2) references. No further references will be contacted; however, Offerors 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 (2) business days of the qualifications opening to be considered responsive.

### 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

DESCRIPTION OF SERVICES	START DATE	END DATE

## 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

DESCRIPTION OF SERVICES	START DATE	END DATE

### 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

DESCRIPTION OF SERVICES	START DATE	END DATE

#### **REFERENCE 4**

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

DESCRIPTION OF SERVICES	START DATE	END DATE

**ATTACHMENT F: Reference Score Sheet**  
**\*\*TO BE COMPLETED BY MDCPS STAFF ONLY\*\***

Name of Offeror: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Person Contacted, Title/Position: \_\_\_\_\_

Date/Time Contacted: \_\_\_\_\_

Contacted By: \_\_\_\_\_ Position: \_\_\_\_\_

Questions	Response (Circle One)	
Able to provide Services when requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with when scheduling Services?	Yes	No
Was the 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/project with them again?	Yes	No
Would you recommend them?	Yes	No

Services From/To Dates: \_\_\_\_\_

Offeror must have a minimum of 6 “yes” answers on the questions above from two (2) references (total of 12 “yes” answers) to be considered responsible and for its Qualifications to be considered.

**Score:** Pass/Fail

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

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

---

---

---

---

**ATTACHMENT G: Sample Contract**

**TO BE COMPLETED BY MDCPS ONLY**

**STATE OF MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
CONTRACT FOR CONGREGATE CARE AND CHILD PLACING AGENCY  
SERVICES**

1. **Parties.** The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and **Vendor’s Name** (hereinafter “Independent Contractor”).
2. **Purpose.** The purpose of this contract is for MDCPS to engage Independent Contractor for **Congregate Care and Child Placing Agency 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 “*2<sup>nd</sup> 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 the stated Cost Structure and Maximum Liability in accordance with the budget attached hereto as Exhibit C.
5. **Period of Performance.** This contract will become effective for the period beginning **April 1, 2026** and ending on **March 31, 2028** upon the approval and signature of both parties hereto.
6. **Renewal of Contract.** The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor prior to the contract anniversary date for **one (1)** successive **(2) two-year** period under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed **one (1)** or extend past **March 31, 2030**. However, if MDCPS does not intend to renew the contract, Independent Contractor shall be notified in writing prior to the contract anniversary date.
7. **Method of Payment.** Independent Contractor agrees to accept payments referenced in Paragraph 4, “Consideration”, to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. **The final invoice is to be submitted no later than fifteen (15) days after the contract end date.** Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts.

Independent Contractor invoices shall be submitted to the Agency as set forth in Paragraph 27. Independent Contractor invoices shall be submitted to MDCPS at [contract.invoices@mdeps.ms.gov](mailto:contract.invoices@mdeps.ms.gov) by the 10<sup>th</sup> day of each month following completion.

8. **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.
9. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
10. **Approval Clause.** It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
11. **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.
12. **Availability of Funds.** It is expressly understood and agreed that the obligation of Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDCPS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
13. **Byrd-Anti Lobbying Provision.** Contractors who apply for 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.

14. **Compliance with Laws.** Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
15. **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.

16. **E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.
17. **E-Verification.** If applicable, Contractor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Agency subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office

of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

18. 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.
19. Insurance. Independent Contractor represents that it will maintain workers' compensation insurance with an insurance policy coverage in the amount of \$1,000,000.00, 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 with an insurance policy coverage in the amount of \$1,000,000.00, and employee dishonesty insurance or fidelity bond insurance with third party liability coverage in the amount of \$100,000.00. 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.
20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner's Office.
21. 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.

22. **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 received or when refused. MDCPS and Independent Contractor agree to promptly notify each other in writing of any change of address.

<b>i. For the Agency:</b>	<b>ii. For Contractor:</b>
Mississippi Department of Child Protection Services  750 North State Street  Jackson, MS 39202	«Vendor_Name» «Contact_Name_» «Address_Street» «City_State_and_Zip» Phone: «Phone_Number_»

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

24. **Price Adjustment.** Any price adjustment of this contract shall be done in accordance with Section 1.19.4 of the Request for Qualifications.

25. **Procurement Regulations.** This solicitation contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website ([www.dfa.ms.gov](http://www.dfa.ms.gov)). Any bidder or offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

26. **Representation Regarding Contingent Fees.** Independent Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or Qualifications.

27. **Representation Regarding Gratuities.** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDCPS 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. Offeror 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 offeror, contractor. Offeror, 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.

28. **Requirements Contract.** During the period of the contract, Independent Contractor shall provide all the services 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.
29. **Severability.** If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
30. **Stop Work Order.** The Agency may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Agency. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDCPS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Agency has terminated that part of the agreement or terminated the agreement in its entirety. MDCPS is not liable for payment for services which were not rendered due to the stop work order.
31. **Termination.** **Termination for Convenience.** MDCPS may, when the interests of the Agency require, terminate this contract in whole or in part, for the convenience of the Agency. The Agency shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**Termination for Default.** If the Agency gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have

30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MDCPS may terminate the contract for default and the Contractor will be liable for the additional cost to the MDCPS to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

32. 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.
33. 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.
34. 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 § 2561-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available for at the Agency for examination, inspection, or reproduction by the public. The offeror acknowledges and agrees that the agency 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 §§ 27104-151, et seq.
35. 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.

36. Entire Agreement. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by MDCPS and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against MDCPS or Contractor on the basis of draftsmanship or preparation hereof.

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

### Vendor's NAME

The Vendor agrees to actively participate as a partner within the Mississippi Department of Child Protection Services (MDCPS) Continuum of Care (CoC). This Solicitation aims to select one or more award recipients to perform the services detailed in their submitted proposals. Proposers may submit proposals for the operation of a single facility or multiple facilities.

The MDCPS Continuum of Care (CoC) is a collaborative network of agencies dedicated to ensuring the protection of children by providing a comprehensive range of family-centered services. These services address the needs of children and youth at all levels of involvement within the child protection system. The CoC encompasses the full spectrum of child protection services, including prevention, medical and legal support, licensed foster care, and residential treatment programs.

When out-of-home placement is determined to be in the best interest of the child, the CoC ensures placement in therapeutic foster homes that are safe, licensed, trauma-informed, and centered on the child and family's needs. The CoC's mission is to maintain a strong statewide partnership of organizations serving children and youth in foster care, with a focus on minimizing placement disruptions, reducing reliance on congregate care, and achieving permanency for children and youth.

As a CoC partner, the Vendor commits to fulfilling the specific service roles outlined in their contract and to implementing evidence-based practices that promote physical and psychological safety, shared parenting, and a trauma-informed culture. The Vendor shall actively collaborate with MDCPS on youth admissions and discharge transitions, ensuring compliance with agreed contract criteria. Additionally, the Vendor agrees to diligently work to prevent denial of youth admissions or discharges based on contract terms. Ultimately, CoC members actively coordinate with MDCPS and other members of the CoC regarding referrals, admissions, discharges, placement transitions, and aftercare recommendations/services. Additional details and requirements for each setting type can be at [here](#).

The Continuum of Care statewide partnership is comprised of dedicated organizations that serve children and youth in the following settings:

- **Adolescent Diversion Units / Access Units** are less structured and formalized than emergency shelters and shall include fully furnished living environments that include internet capability. Adolescent Diversion Units / Access Units will offer time limited use of individual spaces for youth in foster care. MDCPS will provide supervision via the use of approved caretakers 24 hours a day / 7 days a week as all youth must receive 24-hour supervision. The Partner Provider agrees to notify MDCPS when their staffing capacity to provide supervision of youth is in place.
- **Intake and Assessment Centers (Emergency Shelters) (IAC)** shall be designated to provide emergency and/or temporary residential services (up to 60 days) to meet the basic needs of children and youth ages ten (10) to twenty-one (21). Intake and Assessment Centers are short

term solutions for children and youth entering care until permanency may be achieved. No child shall remain in an Intake and Assessment Center for more than sixty (60) calendar days unless there are exceptional circumstances and the MDCPS Deputy Commissioner of Well-being and Safety has granted express written approval and documented the need for the extension. Placement of children or youth in facilities of this type will not occur prior to each facility's satisfaction of all requirements for licensure.

- **Qualified Residential Treatment Programs (Q RTP)** are a specific category of a congregate care setting, for which agencies must meet detailed assessment, case planning, documentation, judicial determination and ongoing review and permanency hearing requirements for a child to be placed in and continue to receive title IV-E FCMP's for the placement. The facility must also meet the definition of a CCI at sections 472(c)(2)(A) and (C) of the Social Security Act, including that it must be licensed (in accordance with section 471(a)(10) of the Act and that criminal record and child abuse and neglect registry checks must be completed in accordance with section 471(a)(20)(D) of the Social Security Act. Placement of children or youth in facilities of this type will not occur prior to each facility's satisfaction of all requirements for licensure.
- **Specialized Group Care for Minor Victims of Sex Trafficking (SGC)** is a setting that is licensed to provide 24-hour care and supervision for children and youth identified to be involved in sex trafficking. Providers of this setting conduct services for commercially sexually exploited children (CSEC). This term is to be considered synonymously with victims of human trafficking or victims at risk of human trafficking and must meet the licensing requirements outlined in the Congregate Care Licensure Standards in addition to the program requirements outlined in this rule. Placement of children or youth in facilities of this type will not occur prior to each facility's satisfaction of all requirements for licensure.
- **Supervised Independent Living (SIL)** is a licensed or approved setting in which young adults in foster care can reside in the least restrictive, non-traditional environment while continuing to receive casework and supportive services that promote independence and will help them become self-sufficient. The program should encompass a balance between independence and dependence. Young adults in the program should not require 24-hour supervision but have scheduled and unscheduled intermittent check-ins. Youth (ages 18-21) currently in foster care that has been assessed and determined to be ready for living independently with supportive services provided by the approved Partner Provider. Supportive services shall be provided by the program Partner Provider.
- **Teen Maternity Homes** are settings specializing in providing therapeutic prenatal, postpartum, or parenting supports for youth in foster care - ages twelve (12) years of age through age twenty (20) years and (11) eleven months.
- **Therapeutic Foster Homes** are licensed or approved by the state as a foster family home that meets the standards established to provide care for children or youth with Serious Emotional Disturbance in a family setting, utilizing specially trained foster parents. Therapeutic Foster Care services are intensive and supportive services provided to children in the custody of

MDCPS. These children have significant medical, developmental, emotional, or behavioral needs, who with additional resources, can remain in a family setting and achieve positive growth and development. Services include specialized training, clinical support, and in-home intervention to therapeutic foster parents and the child, allowing the child to remain in a family home setting.

- **Therapeutic Group Home Services** shall provide services to children in MDCPS custody ages ten (10) to twenty (20) years (or until the twenty first (21st) birthday if custody has been extended by the court) and should be designed to meet the needs of children who are unable to live at home, or with a Foster Family) with at least moderate emotional, behavioral, medical, or developmental problems, for instance, bipolar disorder, dysthymia (depression), intermittent explosive disorder, oppositional defiant disorder, sexually deviant behavior, intellectual disability/developmental delays, behavior disorder, mental illness/on medication, other diagnosed psychiatric disorders according to the current Diagnostic and Statistical Manual of Disorders and therefore require temporary therapeutic and mental health services in a group care setting that is integrated within the community. The goal for children in therapeutic group homes is lasting permanency through reunification, relative care, adoption or guardianship. Therefore, the primary work with the child and family should be focused on making this happen. The Therapeutic Group Home Applicant shall provide structure, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs. The Therapeutic Group Home Program shall be designed for children and youth in need of twenty-four (24) hour care and integrated planning to address behavioral, emotional, or family problems and the need for progressive reintegration into family and community living. Children and youth in a therapeutic group home placement shall remain involved in community-based schools (if possible) and participate in community and school-based recreational activities with appropriate supervision. Placement of children or youth in facilities of this type will not occur prior to each facility's satisfaction of all requirements for licensure.
- **Traditional Foster Homes** are licensed or approved by the state as a foster home that meets the standards established to provide care for children in a family setting with licensed foster parents to support lasting permanency and/or reunification with biological families.
- **Traditional Group Home Services** shall be designed to provide services to children and youth in MDCPS custody ages ten (10) to twenty (20) years (or until the twenty-first (21st) birthday if custody has been extended by the court). Group Homes may serve children younger than ten (10), upon written approval by the Assistant Deputy Commissioner (ADC), when they are siblings of a resident over age ten (10). The goal for children in Group Home Care is lasting permanency through reunification, relative care, adoption, or guardianship. The purpose of Group Home Care is to provide an environment and services that will help children, and their families develop the necessary skills to support lasting permanency. The Group Home shall provide services to help children and youth return to their families, transition to a less restrictive setting, or to independent living.

The outcome of this Solicitation will be the selection of an award recipient(s) to accomplish specified services contained in the proposal. Proposers may submit a proposal to operate a

single facility or multiple facilities. In the event of multiple facilities being a part of the same campus under a contracted provider's network of services, each individual facility must meet all requirements for licensure before the placement of children and youth can occur. Proposals must explain the Provider's expertise and/or history in the provision of residential services. Please refer to the specific setting type for additional details and requirements. All proposals must contain language on how the proposer can meet the identified needs of children and their families.

The proposal shall describe in detail specialized training given to direct care and administrative staff to adequately prepare them to provide care to children in a trauma-informed manner. Proposals must explain how providers will address behavior management, methods of crisis intervention and stabilization, and strategies of behavior de-escalation.

MDCPS is seeking providers who demonstrate they will use a collaborative problem-solving approach and provide a child-centered nurturing environment. Proposers must acknowledge the performance measures outlined in the MDCPS Congregate Care Partner Provider Scorecard that will determine the effectiveness of their program.

Note: The MDCPS Congregate Care Provider Scorecard (see: [Mississippi Department of Child Protection Services \(MDCPS\)](#)) is a performance evaluation tool for agencies serving youth in foster care, focusing on Safety, Permanency, and Well-Being using nineteen (19) key metrics, with deficient outcomes (below 80% or 70% in safety) triggering Corrective Action Plans and potentially impacting contract renewal, ensuring providers meet standards for child welfare in Mississippi.

### **Key Components of the Scorecard:**

- **Performance Metrics** – Based on nineteen (19) measures across three (3) main areas: Safety, Permanency, and Well-Being;
- **Quartile Ranking** – Providers are ranked in quartiles for their performance in these areas;
- **Performance Thresholds** – Metrics below 80% require a corrective action plan; two (2) or more safety metrics below 70% trigger discussions for improvement plans.; and,
- **Contract Implications** – Consistent poor performance can lead to loss of contract and could affect contract renewal.

**EXHIBIT B**

# **2<sup>nd</sup> Modified Mississippi Settlement Agreement and Reform Plan**

(See the 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 shall not exceed the Maximum Liability, which is yet to be determined.

Setting Type	Per Diem Cost	Number of Beds	Total
<b>Adolescent Diversion Units / Access Units</b>	\$ 475.00		
<b>Intake and Assessment Centers *Emergency Shelters</b>	\$ 158.14		
<b>Qualified Residential Treatment Programs (QRTP)</b>	\$ 450.00		
<b>Specialized Group Care for Minor Victims of Sex Trafficking (SGC)</b>	\$ 192.26		
<b>Supervised Independent Living (SIL)</b>	\$ 100.00		
<b>Teen Maternity Home</b>	\$ 192.26		
<b>Therapeutic Foster Homes</b>	\$ 176.19		
<b>Therapeutic Group Home</b>	\$ 192.26		
<b>Traditional Foster Homes by Age &amp; Status</b>			
• <b>0-8 (MDCPS)</b>	\$ 25.37		
• <b>0-8 (PARTNER PROVIDER)</b>	\$ 49.40		
• <b>9-15 (MDCPS)</b>	\$ 29.22		
• <b>9-15 (PARTNER PROVIDER)</b>	\$ 56.48		
• <b>16-21 (MDCPS)</b>	\$ 31.92		
• <b>16-21 (PARTNER PROVIDER)</b>	\$ 62.16		
• <b>SPECIAL NEEDS I (MDCPS)</b>	\$ 33.56		
• <b>SPECIAL NEEDS I (PARTNER PROVIDER)</b>	\$ 65.34		
• <b>SPECIAL NEEDS II (MDCPS)</b>	\$ 35.85		
• <b>SPECIAL NEEDS II (PARTNER PROVIDER)</b>	\$ 69.82		
• <b>FOSTER TEEN PARENT (MDCPS)</b>	\$ 57.43		
<b>Traditional Group Home Services</b>	\$ 42.05		

**Exhibit D**  
**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, vendor's name, 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 H: Acknowledgement of Amendments**

I, \_\_\_\_\_, acknowledge that RFQ Number: 2026ICCCP001 has been amended on \_\_\_\_\_  
Authorized Official's Name

January, 16<sup>th</sup>, 2026 Date

to include the following:

Clarification of the RFQ Number appearing uniformly as “2026ICCCP001” throughout the submitted solicitation for clarity’s sake.

I, \_\_\_\_\_, understand that Qualifications will **only** be accepted from proposers who submit

Authorized Official's Name  
this acknowledgement of "**MDCPS CCCPA RFQ# 2026ICCCP001-(Amendment #1)**".

---

Name of Company

### Authorized

---

Official's Typed Name/Title

---

**Signature of Authorized Official**

---

Date

**This acknowledgement should be enclosed in accordance with the instructions located in Section 1.15 of this RFO.**

## ATTACHMENT I: Recommended Letter of Intent

Date \_\_\_\_\_

Mr./Ms./Dr. \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Dear Mr./Ms./Dr.: \_\_\_\_\_

This letter confirms our intent to submit Qualifications pursuant to RFQ No. 2026ICCCP001.

\_\_\_\_\_ 's service area includes \_\_\_\_\_. Also, in  
Organization Name County(ies)

in compliance with the requirements of the letter of intent \_\_\_\_\_  
Organization Name

submits the following information on or before deadline of \_\_\_\_\_ a.m./p.m., CST.

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 I: Recommended Letter of Intent (Continued)

### Service Selection Form: Specialized Placement and Treatment Services

#### Instructions:

Vendors must indicate all service areas for which they are applying by checking the appropriate box(es). Each selection requires a corresponding narrative and supporting documentation in the proposal. Vendors may select more than one service.

Service Type	Apply ( <input checked="" type="checkbox"/> )	Service Description
<b>Adolescent Diversion Units / Access Units (ADU/AU)</b> Less structured and formalized than	<input type="checkbox"/>	emergency shelters, Adolescent Diversion Units / Access Units shall include fully furnished living environments with internet capability. These units provide time-limited use of individual spaces for youth in foster care. MDCPS provides supervision through approved caretakers 24 hours a day, 7 days a week, as all youth must receive 24-hour
<b>Intake and Assessment Centers</b>  <b>(Emergency Shelters) (IAC)</b>	<input type="checkbox"/>	
<b>Qualified Residential Treatment Program (Q RTP)</b>	<input type="checkbox"/>	
<b>Specialized Group Care for Minor Victims of Sex Trafficking (SGC)</b>	<input type="checkbox"/>	
<b>Supervised Independent Living (SIL)</b>	<input type="checkbox"/>	
<b>Teen Maternity Homes (TMH)</b>	<input type="checkbox"/>	supervision. The Partner Provider agrees to notify MDCPS when staffing capacity to supervise youth is in place.

Designated to provide emergency and/or temporary residential services (up to 60 days) to meet the basic needs of children and youth ages 10–21. These short-term placements serve children entering care until permanency is achieved. No child shall remain in an IAC beyond 60 calendar days unless exceptional circumstances exist and the MDCPS Deputy Commissioner of Well-Being and Safety grants express written approval.

A specific category of congregate care setting for which agencies must meet detailed assessment, case planning, documentation, judicial determination, and ongoing review requirements for Title IV-E funding. Facilities must meet the definition of a Child Care Institution (CCI) under Sections 472(c)(2)(A) and (C) of the Social Security Act, including licensing per Section 471(a)(10) and required background checks under Section 471(a)(20)(D).

Licensed 24-hour care setting for children and youth identified as victims or at risk of sex trafficking. Providers serve commercially sexually exploited children (CSEC) and must meet Congregate Care Licensure Standards and specific program requirements outlined by MDCPS.

Licensed or approved settings where youth ages 18–21 in foster care can reside independently while receiving supportive services that promote self-sufficiency. SIL programs balance independence and dependence, with intermittent supervision through scheduled and unscheduled check-ins.

Therapeutic settings specializing in prenatal, postpartum, and parenting supports for youth in foster care ages 12 through 20 years **Apply**

Service Type	Service Description
<b>Therapeutic Foster Home (TFH)</b>	<input checked="" type="checkbox"/> and 11 months. These homes provide structure, clinical care, and parenting education to promote safety and permanency. <input type="checkbox"/> Licensed or approved foster family homes providing intensive, supportive care for children and youth with Serious Emotional Disturbance (SED). Foster parents receive specialized training, clinical support, and in-home interventions, enabling children to remain in a family environment.
<b>Therapeutic Group Home (TGH)</b>	<input type="checkbox"/> Provides 24-hour care for children ages 10–20 (up to 21 with court extension) with moderate to severe emotional, behavioral, medical, or developmental challenges. Services include structure, therapy, behavioral interventions, and integration with schools and communities to support permanency goals such as reunification or adoption.
<b>Traditional Foster Home (TFH-Traditional)</b>	<input type="checkbox"/> Licensed or approved foster family homes providing care for children in a family setting. The goal is to support lasting permanency and/or reunification with biological families through nurturing, stability, and support.
<b>Traditional Group Home (TGH-Traditional)</b>	<input type="checkbox"/> Designed to serve children and youth in MDCPS custody ages 10–20 (up to 21 with court extension). May serve younger siblings under age 10 with written approval. Focuses on developing skills for permanency, reunification, and transition to less restrictive or independent settings through structured group living and supportive services.

Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date \_\_\_\_\_

Submitted: \_\_\_\_\_

## **ATTACHMENT J: Pre-Offeror's Statement of Acknowledgment**

I understand and acknowledge that my signature on the attached contract and other documents and exhibits do not constitute a contract until same is approved by the Public Procurement Review Board 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 Qualifications.

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT K: *OLIVIA Y* SETTLEMENT AGREEMENT**

**2<sup>nd</sup> 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 L: Price Resource Daily Per Diem Payment Amounts

**\*RATES ARE SET BY MDCPS AND ARE SUBJECT TO CHANGE**

SETTING TYPE	Clothing	Allowance	Total Daily Per Diem	Notes
<b>INTAKE AND ASSESSMENT CENTERS *EMERGENCY SHELTERS</b>	-	-	\$ 158.14	
<b>QUALIFIED RESIDENTIAL TREATMENT PROGRAMS (Q RTP)</b>	\$ 80.00	-	\$ 450.00	
<b>SPECIALIZED GROUP CARE FOR MINOR VICTIMS OF SEX TRAFFICKING (SGC)</b>	\$ 80.00	-	\$ 192.26	
<b>SUPERVISED INDEPENDENT LIVING (SIL)</b>	\$ 80.00	-	\$ 100.00	
<b>TEEN MATERNITY HOME</b>	\$ 80.00		\$ 192.26	
<b>THERAPEUTIC FOSTER HOMES</b>	\$ 80.00	-	\$ 176.19	Provider keeps \$75 and foster family receives \$101.19
<b>THERAPEUTIC GROUP HOME</b>	\$ 80.00	**	\$ 192.26	
<b>TRADITIONAL FOSTER HOMES BY AGE &amp; STATUS</b>				
• <b>0-8 (MDCPS)</b>	\$ 80.00	\$ 30.00	\$ 25.37	
• <b>0-8 (PARTNER PROVIDER)</b>	\$ 80.00	\$ 30.00	\$ 49.40	*Provider keep 50% and foster family receives 50%
• <b>9-15 (MDCPS)</b>	\$ 80.00	\$ 50.00	\$ 29.22	
• <b>9-15 (PARTNER PROVIDER)</b>	\$ 80.00	\$ 50.00	\$ 56.48	*Provider keep 50% and foster family receives 50%
• <b>16-21 (MDCPS)</b>	\$ 80.00	\$ 60.00	\$ 31.92	

• <b>16-21 (PARTNER PROVIDER)</b>	\$ 80.00	\$ 60.00	\$ 62.16	*Provider keep 50% and foster family receives 50%
• <b>SPECIAL NEEDS I (MDCPS)</b>	\$ 80.00	**	\$ 33.56	
• <b>SPECIAL NEEDS I (PARTNER PROVIDER)</b>			\$ 65.34	
• <b>SPECIAL NEEDS II (MDCPS)</b>	\$ 80.00	**	\$ 35.85	
• <b>SPECIAL NEEDS II (PARTNER PROVIDER)</b>			\$ 69.82	
• <b>FOSTER TEEN PARENT (MDCPS)</b>	\$ 160.00	\$ 90.00	\$ 57.43	
<b>TRADITIONAL GROUP HOME SERVICES</b>	\$ 80.00	**	\$ 42.05	All Ages

## **Instructions for Completing the Vendor Cost Form Resource Daily Per Diem Payment Amounts**

Please follow these steps carefully to ensure your submission is complete and accurate:

### **1. Company Information**

- **Company:** Enter your full legal company name.
- **Company Representative:** Enter the full name of the authorized individual who can bind your company to contracts.
- **Telephone:** Provide a valid contact phone number for the company representative.

### **2. Pricing Structure**

- **Per Diem Cost:** Use the per diem rates provided in Attachment L of the RFP for each setting type. Do not alter these rates.
- **Number of Beds:** Enter the number of beds your facility has available for each specific setting type. Only include beds relevant to the services listed.
- **Total:** Calculate the total per setting by multiplying the **Per Diem Cost** by the **Number of Beds**.  
For example:  
Total = Per Diem Cost × Number of Beds
- **Total Amount:** Add all the individual totals from each setting type to get the overall total amount.

### **3. Contract Term**

- The **Initial Contract Term** is 2 years.
- **Renewal Years** covers years 3 and 4.
- Calculate the **Total Contract Amount** by multiplying the **Total Amount** by 365 days per year, then by the initial contract term (2 years).

Example:

Total Contract Amount = Total Amount × 365 × 2

- If requested, you may provide estimated costs for renewal years.

### **4. Certification**

- The authorized company representative must sign and date the form to certify they have the authority to bind the company.
- Unsigned forms will not be accepted.

---

### **Additional Notes**

- Double-check all calculations for accuracy before submitting.
- Submit the completed form along with all required attachments as outlined in the RFP.
- If you have any questions about how to complete the form or the pricing structure, please contact the designated MDCPS procurement officer.

**ATTACHMENT M: COST FORM FOR CONGREGATE CARE AND CHILD PLACING  
AGENCY SERVICES**

**SAMPLE**

Company	Company Representative	Telephone
Example Care Providers LLC	Jane Doe	(555) 123-4567

**Pricing Structure:** Compensation will be based on a per diem rate. The payment rate for each placement can be found in Attachment L. Compensation for services will be in the form of a Firm Fixed Price with price adjustments approved by MDCPS as provided in Section 1.19.4 of the RFP.

Setting Type	Per Diem Cost	Number of Beds	Total
<b>Adolescent Diversion Units / Access Units</b>	\$ 475.00		
<b>Intake and Assessment Centers *Emergency Shelters</b>	\$ 158.14		
<b>Qualified Residential Treatment Programs (QRTP)</b>	\$ 450.00	10	4,500.00
<b>Specialized Group Care for Minor Victims of Sex Trafficking (SGC)</b>	\$ 192.26		
<b>Supervised Independent Living (SIL)</b>	\$ 100.00	15	\$1,500.00
<b>Teen Maternity Home</b>	\$ 192.26		
<b>Therapeutic Foster Homes</b>	\$ 176.19	8	\$1,409.52
<b>Therapeutic Group Home</b>	\$ 192.26	5	\$961.30
<b>Traditional Foster Homes by Age &amp; Status</b>			
• <b>0-8 (MDCPS)</b>	\$ 25.37		
• <b>0-8 (PARTNER PROVIDER)</b>	\$ 49.40		
• <b>9-15 (MDCPS)</b>	\$ 29.22		
• <b>9-15 (PARTNER PROVIDER)</b>	\$ 56.48		
• <b>16-21 (MDCPS)</b>	\$ 31.92		
• <b>16-21 (PARTNER PROVIDER)</b>	\$ 62.16		
• <b>SPECIAL NEEDS I (MDCPS)</b>	\$ 33.56		
• <b>SPECIAL NEEDS I (PARTNER PROVIDER)</b>	\$ 65.34		
• <b>SPECIAL NEEDS II (MDCPS)</b>	\$ 35.85		
• <b>SPECIAL NEEDS II (PARTNER PROVIDER)</b>	\$ 69.82		
• <b>FOSTER TEEN PARENT (MDCPS)</b>	\$ 57.43		
<b>Traditional Group Home Services</b>	\$ 42.05		
<b>Total Amount</b>			

## ATTACHMENT M (CONT.): COST FORM FOR CONGREGATE CARE AND CHILD PLACING AGENCY SERVICES

Initial Contract Term (2 years)	
Renewal Years 3 and 4	
Total Contract Amount	

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

Sample Signature

Authorized Representative Signature

Date

### Notes for Vendors

- Total per setting = Per Diem Cost × Number of Beds.
- Total Amount = Sum of all settings' totals.
- Total Contract Amount assumes 365 days/year for 2 years (initial contract).

Company	Company Representative	Telephone

**Pricing Structure:** Compensation will be based on a per diem rate. The payment rate for each placement can be found in Attachment L. Compensation for services will be in the form of a Firm Fixed Price with price adjustments approved by MDCPS as provided in Section 1.19.4 of the RFP.

Setting Type	Per Diem Cost	Number of Beds	Total
<b>Adolescent Diversion Units / Access Units</b>	\$ 475.00		
<b>Intake and Assessment Centers *Emergency Shelters</b>	\$ 158.14		
<b>Qualified Residential Treatment Programs (Q RTP)</b>	\$ 450.00		
<b>Specialized Group Care for Minor Victims of Sex Trafficking (SGC)</b>	\$ 192.26		
<b>Supervised Independent Living (SIL)</b>	\$ 100.00		
<b>Teen Maternity Home</b>	\$ 192.26		
<b>Therapeutic Foster Homes</b>	\$ 176.19		
<b>Therapeutic Group Home</b>	\$ 192.26		
<b>Traditional Foster Homes by Age &amp; Status</b>			
• <b>0-8 (MDCPS)</b>	\$ 25.37		
• <b>0-8 (PARTNER PROVIDER)</b>	\$ 49.40		
• <b>9-15 (MDCPS)</b>	\$ 29.22		

• 9-15 (PARTNER PROVIDER)	\$ 56.48		
• 16-21 (MDCPS)	\$ 31.92		
• 16-21 (PARTNER PROVIDER)	\$ 62.16		
• SPECIAL NEEDS I (MDCPS)	\$ 33.56		
• SPECIAL NEEDS I (PARTNER PROVIDER)	\$ 65.34		
• SPECIAL NEEDS II (MDCPS)	\$ 35.85		
• SPECIAL NEEDS II (PARTNER PROVIDER)	\$ 69.82		
• FOSTER TEEN PARENT (MDCPS)	\$ 57.43		
Traditional Group Home Services	\$ 42.05		
<b>Total Amount</b>			

Initial Contract Term (2 years)	
Renewal Years 3 and 4	
Total Contract Amount	\$

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

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

## ATTACHMENT N: RELEASE OF QUALIFICATION AS PUBLIC RECORD

Offerors shall acknowledge which of the following statements is applicable regarding the release of its qualification as a public record. An offeror may be deemed non-responsive if the offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

Along with a complete copy of its qualification, offeror has submitted a second copy of the qualification in which all information offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the Mississippi Department of Child Protection of Services or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the qualification which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that the agency may release the redacted copy of the qualification at any time as a public record without further notice to offeror. An offeror who selects this option but fails to submit a redacted copy of its qualification may be deemed non-responsive.

Offeror hereby certifies that the complete unredacted copy of its qualification may be released as a public record by the agency at any time without notice to offeror. The qualification contains no information that the offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). An offeror who selects this option but submits a redacted copy of its qualification may be deemed non-responsive.

## **ATTACHMENT O: PERFORMANCE REPORT VARIABLES**

### **General Overview:**

This Attachment to RFQ#: 2026ICCCP001 includes a listing of the specific data elements providers must report (e.g., admissions, discharges, incident reports, medical appointments, family contacts, staff ratios, etc.). Providers must submit these variables in the MDCPS-defined format so the agency can aggregate and compare results across all providers in the Congregate Care network. Disclosure of the standardized reporting format will be made prior to

This ensures consistency, comparability, and accountability statewide. Providers may use their own internal case management or data systems (commercial software or in-house tools) for daily operations. However, when reporting to MDCPS, they must translate/export their data into the standardized template.

MDCPS does not accept free-form or custom reporting formats — the official, MDCPS-published template is mandatory for compliance. Internal systems are fine for operations. Standardized MDCPS templates are required for official reporting. This dual approach gives providers flexibility in managing their own data while ensuring MDCPS receives uniform, comparable reports.

Specific data elements to be included in response to this data request appear below. Data submitted in response to this request should be for the time frame of state fiscal year 2025 (SFY25) year of operations (07/01/24 – 06/30/25).

### **1. General Program Information**

<b>Variable</b>	<b>Description / Example</b>
Provider Name	Official licensed provider name
License Number	MDCPS-issued license number
Contract Number	Contract reference identifier
Reporting Period	Month or quarter covered
Facility/Program Type	Congregate Care, Therapeutic Group Home, CPA, etc.
Capacity	Licensed bed or foster home capacity
Current Occupancy	Number of children currently in care

### **2. Child Demographics and Placement**

<b>Variable</b>	<b>Description / Example</b>
Number of Children Served	Total unduplicated count of youth in care served during reporting period
Admissions	Number of new children admitted
Discharges	Number of children discharged
Discharge Reasons	Reunification, step-down, adoption, run-away, aging out, etc.

Average Daily Census	Average number of children in care daily
Average Length of Stay	Average number of days children remain in care
Placement Stability Rate	% of children without unplanned disruptions during reporting period
Return to Care Rate	% of discharged children re-entering care within 6 months
Number of Youth Denied	Number of new children denied

### 3. Child Well-Being Outcomes

Variable	Description / Example
School Enrollment Rate	% of children enrolled in school
School Attendance Rate	% of school days attended
Academic Progress	% of children showing improvement or maintaining grade level
Behavioral Incidents	Number of behavior-related incidents (e.g., restraints, fights)
Variable	Description / Example
Restraint Usage	Number of restraints / % of youth involved
	% of required medical, dental, and vision appointments
Medical Appointments Completed	completed
Mental Health Appointments	
Completed	% of therapy or psychiatric appointments completed
Medication Compliance	% of prescribed medications administered as directed
	% of children participating in community or recreational
Youth Involved in Extracurriculars	activities

### 4. Safety and Incident Reporting

Variable	Description / Example
Total Serious Incidents	Number of reportable Serious Incident Reports (SIRs) filed
Types of Incidents	Abuse/Neglect, Injury, Elopement, Suicide Attempt, etc.
Timeliness of Incident Reporting	% of incidents reported within required MDCPS timeframes
Repeat Incidents	% of children involved in multiple incidents
Law Enforcement Involvement	Number of calls/interventions
Corrective Actions Implemented	# of corrective actions initiated and completed

### 5. Family and Permanency Engagement

Variable	Description / Example
Family Contact Frequency	Average # of family contacts per child per month
Family Therapy Participation	% of families participating in family therapy or visitation
Sibling Visits Conducted	% of sibling visits completed
Permanency Planning Meetings	# conducted / % attended by family and youth

## 6. Staffing and Workforce

Variable	Description / Example
Total Staff Positions	Number of approved staff positions
Filled Positions	Number of positions currently filled
Vacancy Rate	% of unfilled positions
Staff-to-Child Ratio	Average ratio for reporting period
Staff Turnover Rate	% of staff who left employment this period
Staff Training Compliance	% of staff current on required MDCPS training
Average Training Hours per Staff	Hours of professional development completed per staff per month
Staff Incidents	# of substantiated staff-related violations or complaints

## 7. Licensing and Compliance

Variable	Description / Example
Current Licensure Status	Active, Probationary, or Suspended
Licensing Visits Completed	# of MDCPS or third-party inspections conducted
Violations Identified	# and type of licensing deficiencies
Corrective Actions Submitted	# of corrective plans submitted
Corrective Actions Resolved	% resolved within required timeframes
Policy Updates Implemented	# of new or revised internal policies approved

## 8. Quality Improvement and Program Effectiveness

Variable	Description / Example
CQI Meetings Held	# of Continuous Quality Improvement meetings held
CQI Goals in Progress	# of goals tracked through CQI plan
Youth/Family Satisfaction Surveys	% of positive responses
Staff Satisfaction Surveys	% of positive responses
Outcome Improvement Actions	# of new improvement strategies implemented

## 9. Financial and Service Delivery

Variable	Description / Example
Total Billable Service Days	Number of per diem service days billed
Total Monthly Billing	\$ value of services billed to MDCPS
Authorized Rate per Day	\$ per child/day
Utilization Rate	% of contracted capacity filled
Financial Variance	Difference between expected and actual billing
Unbillable Days / Reasons	# of unbillable service days and rationale

Congregate Care and Child Placing Agency Services RFQ# – 2026ICCCP001

## 10. Optional Qualitative Variables

Variable	Description / Example
Success Stories	Brief summaries of positive child or family outcomes
Barriers to Service	Operational or systemic challenges
Technical Assistance Needs	Specific requests for MDCPS guidance/support
Staff or Youth Recognition	Highlights of achievements or leadership

## **ATTACHMENT P: REQUIRED CLAUSES**

**The following required clauses are mandatory and must be included in all contract agreements and solicitations. These required clauses may not be removed or altered in any form.**

### **ACKNOWLEDGMENT OF AMENDMENTS**

Offerors shall acknowledge receipt of any amendment to the RFQ in writing. The acknowledgement shall be submitted Agency shall specify the manner of submitting acknowledgements of amendments. Each offeror shall submit a written acknowledgement of every amendment to MDCPS on or before the submission deadline.

### **APPLICABLE LAW**

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

### **APPROVAL**

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

### **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDCPS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

### **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submitting a qualification, the offeror certifies that the prices submitted in response to the solicitation have been arrived independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

### **COMPLIANCE WITH LAWS**

Contractors shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now exist and as may be amended or modified.

### **CONTRACT RIGHTS**

Contract rights do not vest in any party until a contract is legally executed. The Agency is under no obligation to award a contract following issuance of this solicitation.

## **E-PAYMENT**

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

## **E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Agency subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

## **EXPENSES INCURRED IN THE PROCUREMENT PROCESS**

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

## **MINOR INFORMALITIES AND IRREGULARITIES**

The Agency has the right to waive minor defects or variations of a qualification from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by a offeror for the Agency to properly evaluate the offer, MDCPS has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any offeror. (*Information requested may include, for example, a copy of business or professional licenses, or a work schedule.*)

## **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES**

By responding to the solicitation and/or executing the contract the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response, to the Agency prior to contract execution.

## **PAYMODE**

Payments by MDCPS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Agency may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and

agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

## **PROCUREMENT REGULATIONS**

This solicitation and contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website ([www.dfa.ms.gov](http://www.dfa.ms.gov)). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

## **PROPERTY RIGHTS (for the solicitation document)**

Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFQ has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.

## **REPRESENTATION REGARDING GRATUITIES**

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDCPS 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. Offeror, 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 offeror. Offeror 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.

## **STOP WORK ORDER**

The Agency may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDCPS. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MDCPS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Agency has terminated that part of the agreement or terminated the agreement in its entirety. MDCPS is not liable for payment for services which were not rendered due to the stop work order.

## **TERMINATION**

*Termination for Convenience.* The Agency may, when the interests of the Agency require, terminate this contract in whole or in part, for the convenience of the Agency. MDCPS shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

*Termination for Default.* If the Agency gives the Contractor notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MDCPS may terminate the contract for default, and the Contractor will be liable for the additional cost to MDCPS to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement*

*Review Board Office of Personal Service Contract Review Rules and Regulations.* Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

## **FAQ / Questions Congregate Care and Child Placing Agency Services RFQ**

### **General Structure and Submission Scope**

#### **Q1. Is this one RFQ that includes multiple service types (e.g., Therapeutic Group Homes, QRTPs, SIL), or is each service issued separately?**

**A:** This is one RFQ that includes multiple services. Offerors may submit a single qualification submission packet that includes one or more service types they intend to offer.

#### **Q2. Is a separate qualification submission packet and Letter of Intent required for each line of service?**

**A:** No. Offerors may submit one Letter of Intent, Service Selection Form (page 53), and one qualification submission packet that includes each facility type for which they are applying.

#### **Q3. Is it acceptable to only apply for select portions of the Continuum of Care?**

**A:** Yes. Providers may choose to apply for one or multiple service types listed in the RFQ.

#### **Q4. We currently operate Therapeutic Group Homes but plan to convert to QRTPs. Do we need to submit qualification submission packets for both?**

**A:** No. Providers may describe the conversion plan in a single qualification submission packet. Each provider may elect to offer one or more services under the RFQ.

#### **Q5. Is there a limit to the number of homes or programs that can be requested under each service type?**

**A:** No. However, providers must clearly describe all homes/programs in their qualification submission packet.

#### **Q6. Can different programs be phased in over the five-year period of the RFQ, or must they all be operational within 120 days?**

**A:** Programs may be phased in. Please describe your operational plan in your qualification submission packet. Preference may be given to providers operational within 120 days.

---

### **Rates, Cost Factors, and Funding**

#### **Q7. How are cost factors scored if the rates are predetermined by MDCPS and only allow for a possible 5% annual increase?**

**A:** All respondents will receive 35 points for cost factors, as rates are predetermined by MDCPS. Any potential price adjustments will be recommended by the state economist and approved at the sole discretion of MDCPS.

**Q8. Will there be financial consideration for required items for newborns of Teen Moms (e.g., diapers, clothing)?**

**A:** The applicable per diem rates for newborns are outlined on page 59 of the RFQ.

---

### **Training Requirements and Timelines**

**Q9. Will MDCPS provide funding for TBRI, CPI, and SAFE training?**

**A:** Yes. Final awardees will be notified of the training process after the RFQ is awarded.

**Q10. Do training requirements need to be met before the expected service start date of April 1, 2026?**

**A:** No. MDCPS and the Partner Provider will collaborate on training timelines after award.

**Q11. Can we use other evidence-based practices (e.g., Managing Aggressive Behavior) instead of CPI?**

**A:** No, evidence-based practices should be consistent across all agencies.

**Q12. How long will providers have to become compliant with new training requirements (e.g., Pathways system, TBRI)?**

**A:** MDCPS and the Partner Provider will collaborate to determine implementation timelines.

---

### **Admissions, Assessments, and Program Operations**

**Q13. Can LMSWs or CMHTs provide clinical justifications for admissions and discharges?**

**A:** Yes, under supervision of a fully licensed professional whose signature must be included.

**Q14. How will after-hours, holiday, and weekend emergency admissions be approved for Therapeutic placements?**

**A:** MDCPS's Therapeutic Placement Unit will manage approvals through referrals. Ongoing communication is required.

**Q15. Is stepped admission (e.g., overnight temporary placement) acceptable?**

**A:** Yes. Please describe your admissions process in your qualification submission packet.

**Q16. What if family participation is not possible (e.g., parental rights terminated)? Will that affect scoring?**

**A:** No. Providers are expected to follow court orders and collaborate with MDCPS. Each case is considered individually.

**Q17. Who provides the independent QRTP assessment within 30 days of placement?**

**A:** MDCPS contracts with independent assessors. Providers may not use their own staff or contractors.

**Q18. Can an existing facility (e.g., Therapeutic Group Home) be converted to QRTP status?**

**A:** Yes. Describe the conversion plan in your qualification submission packet.

**Q19. What is the process for obtaining QRTP licensure? Can it align with our current licensure cycle in April?**

**A:** The licensing process is outlined in the RFQ and related standards available at [www.mdcps.ms.gov](http://www.mdcps.ms.gov).

**Q20. Are providers penalized for being under full capacity (i.e., <100% placement utilization)?**

**A:** Not directly. The Scorecard prioritizes Safety, Permanency, and Well-Being. Placement utilization trends may impact future contract assessments.

**Q21. What happens when youth elope, move out of state, or do not comply with care?**

**A:** Providers must document outreach and aftercare efforts as outlined in their written plan.

**Q22. What are the expectations for aftercare support for QRTPs?**

**A:** Providers must document and maintain at least monthly outreach for six (6) months postdischarge, whether services are provided directly or through partners. Virtual services and Continuum of Care partnerships are acceptable and should be described in the qualification submission packet.

---

### **Scorecard and Compliance**

**Q23. What if the MDCPS Specialist doesn't attend the Family Team Meeting (FTM)? Are providers penalized?**

**A:** No. If the provider can document that the MDCPS Specialist was invited with sufficient notice, they will not be penalized.

**Q24. Are youth with no eligible family included in the 100% family visitation benchmark?**

**A:** No. Youth circumstances are assessed individually when evaluating compliance.

**Q25. If a youth had recent medical, dental, or vision exams prior to placement, do those count?**

**A:** Yes, if they fall within the required timeframes (e.g., dental every 6 months, vision annually). Some assessments, like mental health evaluations, must still be completed by the Partner Provider.

---

### **Supervised Independent Living (SIL)**

**Q26. What if SIL program directives (e.g., open visitation) conflict with facility policy (e.g., closed campus)?**

**A:** Please describe your facility policies in the qualification submission packet. MDCPS will consider provider constraints. Also, complete ATTACHMENT D: Qualifications Exception Summary Form.

**Q27. Can SIL providers defer emergency admissions to allow for orientation and evaluation?**

**A:** Yes. Describe your process in the qualification submission packet.

---

**Teen Maternity**

**Q28. Are providers expected to offer childcare facilities on-site?**

**A:** No. The reference to “childcare facilities” refers to licensed daycare options, not in-house facilities.

**Q29. Will the period when a teen mother is hospitalized for childbirth still be covered by board payments?**

**A:** Yes. Hospital stays during childbirth and recovery are considered a higher level of care and will not interrupt payments.

---

**Administrative**

**Q30. Can the Recommended Letter of Intent be submitted without a DUNS number?**

**A:** Yes. The DUNS number can be submitted later, provided it is included with the full qualification submission packet.

**Q31. Will providers have a chance to discuss the Scorecard in more detail?**

**A:** Yes. Awardees will be invited to a meeting to review Scorecard expectations and clarification.

## VENDOR CHECKLIST Facility Requirements

### **Licensure**

- Facility must be licensed by MDCPS.
- Must maintain compliance with all applicable operational standards.

### **Zoning and Building Compliance**

- Property must comply with local zoning ordinances.
- Must meet all applicable building codes.

### **Safety and Accessibility**

- Fire safety systems must be in place (smoke detectors, fire extinguishers, evacuation plans).
- Entry and exit points must be secure.
- Adequate lighting and ventilation are required.
- Facility must include ADA-compliant features where applicable.

### **Space and Capacity**

- **Sleeping quarters must:**
  - Be separated by gender and age group.
  - Meet minimum square footage requirements per youth (typically 74 sq. ft. per sleeping area).
- **Common areas must be provided for:**
  - Dining
  - Recreation
  - Counseling
- **Furnishings and amenities must include:**
  - Beds, linens, and personal storage
  - Functional kitchen and laundry facilities
  - Clean bathrooms with privacy safeguards

### **Properties**

- Documented maintenance and repair plan.
- Proof of liability insurance listing MDCPS as an additional insured.

### **Staffing and Program Standards**

- Staff must be qualified and trained in trauma-informed care.**
- All staff must pass background checks.**

**Maintain appropriate supervision ratios (depends on program).**

**Provide structured programming that includes:**

○ Education ○ Life

skills ○ Behavioral

support

**Maintain policies and procedures for:**

○ Intake ○

Incident reporting ○

Medication

management ○ Youth

rights

## **Vendor Submission Requirements**

### **Facility Documentation**

**Detailed floor plans and property layouts:** ○ Label all rooms with intended use and occupancy limits.

○ Indicate ADA accessibility features.

**Zoning approval documentation:**

○ Zoning letters or permits ○ Any conditional use or variance approvals

**For properties under development:** ○ Construction timeline and estimated completion date ○ Site plan and proposed layout ○

Contingency plan for delays or alternate housing

**Insurance certificate with MDCPS listed as additional insured**

**Additional compliance documents:**

○ Fire marshal inspection certificate ○ Health department inspection (applicable for new Facilities) ○ Occupancy permit

## Outcome Measurement Frameworks

- Description of tools or methodologies used to measure outcomes.
- Outcome metrics to be tracked (e.g., prevention indicators, placement stability).
- Data collection methods (e.g., surveys, software, client feedback).
- Reporting formats and frequency.

## Quality Assurance and Improvement Plans

- **Policies and procedures for:**
  - Monitoring service quality ◦
  - Identifying and addressing service gaps
- **Plans for continuous program review and improvement based on performance data.**

## Reporting Samples and References

- Sample reports or data dashboards showing outcome tracking.
- References to similar systems or pilot projects with measurable outcomes.

## Staff Expertise

- **Qualifications and experience of staff responsible for:**
  - Data collection ◦
  - Evaluation ◦
  - Performance monitoring
  - Quality assurance

## Properties Under Development – Licensing and Completion Timeline

- **Property development must be fully completed within 3 months of contract award.**
- **Facility must be licensed by MDCPS within this 3-month period.**
- **Required documentation includes:**
  - Construction timeline and site plan ◦ Zoning verification and building permits ◦ Proof of ownership or lease intent
- **Failure to meet the 3-month deadline may result in:**
  - Disqualification from eligibility ◦
  - Rescission of award ◦ Reallocation of placements to qualified providers