



**Dr. David A. Chandler
Commissioner**

Mississippi Department of Child Protection Services

Request for Proposals

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until December 6, 2016 by 12:00 p.m., Central Time for the acquisition of the product/services described below.

**Emergency Shelter Services
RFP NO. 2016EMS001**

**Contact Person: Brian Lewis, Bureau Director II
660 North Street
Jackson, MS 39202
601-359-4999**

MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES (EXHIBIT L)

Invitation: Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until December 6, 2016, at 12:00 p.m. Central Time, for furnishing the services as described below for the Mississippi Department of Child Protection Services, Mississippi Department of Human Services, (hereinafter “MDCPS”).

Description: MDCPS is hereby requesting written proposals to provide Emergency Shelter services. MDCPS will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MDCPS may be included elsewhere in the solicitation. Unless otherwise stated, all proposers shall provide profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the proposer's expertise in the area of the solicitation. A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Evaluation of the responses will be based on the following criteria:

- (1) The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Describe how the services will be performed. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. **(Critical)**
- (2) Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. A narrative that includes specific timelines, education and general experience in providing the required services as outlined in the detailed specifications. **(Very Important)**
- (3) The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made at the time of contracting. **(Important)**
- (4) A descriptive overview of past performance of similar work in scope, size or discipline to the required services were performed or undertaken within the past three (3) years. **(Important)**
- (5) Cost. A narrative provided describing the proposed use of funds, cost effectiveness, accurate calculations and itemized budget breakdown of the funded services **(Critical)**

Procurement Schedule

| Task | Date |
|--|--------------------------------------|
| Advertisement Dates for RFP | November 11, 2016; November 18, 2016 |
| Optional Pre-proposal Conference | November 22, 2016, 10:00am |
| Receive Questions for Clarification Deadline | November 22, 2016, 5:00 p.m. CT |
| Respond in Writing to Clarification | November 23, 2016 @www.mdhs.ms.gov |
| Required Letter of Intent Deadline | December 2, 2016, 12:00 p.m. CT |
| Proposals Deadline | December 6, 2016, 12:00 p.m. CT |
| Evaluation of Proposals | December 7, 2016 or later |
| Notification to Proposer(s) | December 8, 2016 or later |
| Contract Negotiations | December 9, 2016 or later |
| Proposed Period of Performance | January 1, 2017 - December 31, 2017 |

NOTE: MDCPS reserves the right to adjust the Procurement Schedule as it deems necessary.

Proposals must be received by MDCPS no later than the **official deadline** of:

December 6, 2016 at 12:00 p.m., Central Time

Proposals must be submitted to: **Leigh Washington, Division Director II**
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39202

Proposals must be received by the above named party by the official deadline to be considered. Proposals will be time stamped as they are received by MDCPS.

Any Proposals received after the deadline will be marked as being LATE and will not be opened. All proposals received by MDCPS are deemed to be the property of MDCPS and may be used as MDCPS sees fit. MDCPS will not be responsible for non-delivery or late delivery of proposals. **The Proposer alone is responsible for ensuring that their proposal package is delivered to Leigh Washington, Division Director II, no later than the official deadline.**

If using a commercial delivery company such as FedEx, UPS, USPS or any other public, private or commercial courier service that requires that you use their shipping package, your proposal should be sealed and labeled as stated above to prevent premature opening. Parties submitting proposals assume all risks of delivery, including late delivery, lost delivery or failure to deliver.

Lapses in protocol or deviations from the published standards can result in formal objections, legal challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.



Inquiries regarding this Request for Proposal must be directed to:

Brian Lewis, Bureau Director II
Mississippi Department of Child Protection Services
660 North Street
Jackson, MS 39202
(601) 359-4999

Proposals and attachments must be submitted to:

Leigh Washington, Division Director II
Office of Contracts, Procurement, and Federal Reporting
Mississippi Department of Child Protection Services
750 North State Street
Jackson, MS 39202
(601) 359-4323

MDCPS reserves the right to amend the contents of this RFP as it deems necessary. It is the Proposer's sole responsibility to monitor the website for amendments to this RFP to ensure that their response is pursuant to the amended RFP, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the proposal immediately following the Proposal Cover Sheet (Exhibit A).

MDCPS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHERE THE PROPOSER TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFP 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 RFP.



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**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
750 NORTH STATE STREET
JACKSON, MISSISSIPPI 39202**

1.0 Specifications, Terms and Conditions for Emergency Shelter Services

1.1 General Statement:

The Mississippi Department of Child Protection Services (hereinafter “MDCPS”), in order to ensure that selection procedures for screening applicants for jobs with the state service in Mississippi are job related and legally defensible, is desirous of securing the services of a professional consultant. Additional information may be obtained by written request to Brian Lewis, Mississippi Department of Child Protection Services, 660 North Street, Jackson, MS 39202.

1.2 Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

1.3 Detailed Minimum Specifications (Scope of Services):

Licensure

The Facility shall be licensed as a residential child care facility by MDCPS and must further meet the standards of an emergency shelter through this licensure process. All facilities shall meet all shelter related requirements contained in *Licensing Requirements Manual for Residential Child Caring Agencies and Child Placing Agencies (Licensure Standards)*. The current version of the Licensing Requirements manual may be found at <http://www.mdhs.state.ms.us/media/9606/licensingmanual.pdf>. Facilities shall also have access to, shall follow practice guidelines and shall assist MDCPS in meeting requirements contained in MDHS/MDCPS policies available online at <http://www.mdhs.state.ms.us/family-childrens-services/policies-procedures/policy/>.

If the Facility is not yet licensed, an application for a License may be submitted in conjunction with the response to this request for proposals. If a contract is awarded, the Facility must be fully licensed within one hundred twenty (120) days of the award date or the contract will be considered void. No placements in the Facility will be made under contract until the Facility is fully licensed.

Staffing and Personnel

The Facility shall show documentation of both direct care and professional staff on shifts around the clock, to include a full time social worker (forty (40) hours per week) and access to therapeutic consultation and services provided by mental health professionals such as psychologists, psychiatrists, or licensed clinical social workers.

The Facility is expected to comply with all general and emergency shelter staffing staff requirements contained in the *Licensure Standards*.

In addition to the Licensing Requirements, the Facility shall include a plan to ensure all staff are appropriately trained in:

- 1) Trauma based practices
- 2) Individualized prevention strategies to prevent trauma and emotional triggers
- 3) Individualized interventions to de-escalate psychological and emotional crises
- 4) Plans to utilize child and their family's unique coping strategies
- 5) Individualized interventions to address grief and loss a child experiences when removed into MDCPS custody or when moved from one placement to another
- 6) The Mississippi Family Centered Practice Model
 - a) Designate staff to attend a three day orientation (train the trainer) around Mississippi's Family Centered Practice Model for all administrative and clinical staff that will be scheduled in the first half of 2016 and be offered by MDCPS
 - b) After the initial training, MDCPS will offer one (1) additional training each year for new facility staff

Admissions

- 1) The Facility shall make its application form available and shall keep blank copies on file for emergency situations when the MDCPS staff has not completed one prior to placement of the child. In these instances, the MDCPS staff shall complete the form with as much information is known, and forward the remaining documentation to the Facility within fifteen (15) days. In an emergency situation no child shall be denied admission by the Facility because MDCPS staff cannot provide an application form prior to placement.
- 2) Admission requirements such as age and sex shall be established through licensure. The Facility shall generally serve children ages ten (10) through twenty (20) years. Children younger than ten (10) years may be served in order for siblings to remain together or if there is documentation that the child's needs cannot be met in a relative's home or Resource Home and written approval is received of the appropriate MDCPS Regional Director by the facility.
- 3) Children shall not be denied admission to the Facility due to race, creed, or disability. The Facility shall guarantee that the children will be accepted at any hour of the day or night, including weekends and holidays, in accordance with the approved capacity.
- 4) No child shall be rejected placement if a bed is available and it is safe for the child in question and other children in the placement. If the Facility determines that it is not safe for child to be admitted it must provide written justification to the MDCPS Director of Congregate Care within forty eight (48) hours.
- 5) No additional charges shall be billed to the county or state outside of this agreement without written permission from the MDCPS Director or MDCPS Field Operations Director.

Description of Services

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

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

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

General Requirements

- 1) Services shall be provided in the least restrictive environment that is appropriate to the individual child's strengths and needs.
- 2) Services must reflect practice that is culturally responsive and designed to provide for the unique needs of each child.
- 3) Medical/Dental/Mental Health needs shall be addressed by the Facility on every child in custody of MDCPS admitted to the Facility.
- 4) The Facility shall be responsible for ensuring each child placed within the facility receives:
 - a) An initial medical exam within seventy two (72) hours of a child coming into MDCPS custody and a comprehensive medical exam within thirty (30) days of a child coming into MDCPS custody. The admission packet of the Facility should be designed to capture this information and MDCPS county staff will be expected to inform Facility staff when the child came into custody. Both the initial and comprehensive exam may take place during the same medical appointment.
 - b) Ongoing routine medicals shall be obtained for each child by anniversary date of child's initial medical exam.
 - c) Every child three years old and older shall receive a dental examination within 90 calendar days of foster care placement and every six months thereafter. Every foster child who reaches the age of three in care shall be provided with a dental examination within 90 calendar days of his/her third birthday and every six months thereafter.
 - d) The Facility shall secure mental health assessments on all children age four (4) and above within thirty (30) days of the date of custody if child has not received one already.
 - e) Facility shall be responsible for ensuring all children receive ongoing mental health assessments and identified mental health services are put into place.
 - f) Developmental assessments will be secured for all children ages zero to three (0-3) and for children older than three (3) when there is suspicion of any developmental delays.
 - g) The Facility shall maintain an immunization schedule meeting the health needs of the child and the requirements of the State Department of Health as necessary.
 - h) Medicaid providers shall be obtained for all medical and dental services.
 - i) Medications will be administered and monitored by assigned staff of Facility in accordance with Licensure Standards.
 - j) Administration of psychotropic medications requires a written authorization from the County of Responsibility.
- 5) The facility shall send documentation of and from all medical, dental and mental health examinations or assessments to the child's MDCPS worker within seventy hours (72) of receipt. Additionally, the MDCPS worker shall be notified of all written and /or verbal recommendations for care immediately.
- 6) A clothing inventory shall be completed by the Facility and MDCPS staff at the time of admission and upon discharge. The Facility and MDCPS staff must verify at admission and upon discharge the items the child is bringing to or taking from the Facility. Replacement clothing will be provided by the MDCPS County of Responsibility as needed.
- 7) Hygiene supplies shall be provided through the per diem rate by the Facility.
- 8) Any injury to a child shall be documented along with any subsequent treatment. The child's MDCPS worker shall be notified immediately of minor or serious injuries and of the treatment required and/or received. Parental notification of serious injuries or treatment shall be made immediately by the child's MDCPS worker. Any injury or other serious incidents shall be reported verbally and followed up in writing by the Facility to the MDCPS Congregate Care Director.
- 9) All photographs including videos, media presentations, and publications require an Order of Limited Disclosure from child's Youth Court Judge that will be obtained by the child's MDCPS worker. In

addition, written consent shall be obtained from the MDCPS County of Responsibility, the child, the primary caregivers, if available, and the Guardian Ad Litem.

- 10) In the event that the child runs away, is placed in a detention center or a hospital (acute or residential), or placed in any other emergency facility, the Facility shall immediately notify verbally and in writing: the MDCPS Director of Congregate Care, County Social Worker, and law enforcement, if applicable.
- 11) The Facility cannot approach the Judge of jurisdiction regarding extending a child's stay at the Facility or discharge from a particular Facility. The MDCPS Director or MDCPS Field Operations Director shall approve all extensions. The MDCPS County Social Worker does not have the authority to approve extensions. There are occasions when forty-five (45) days in the shelter is insufficient. If it becomes necessary for the child to remain in the shelter for a longer period, the MDCPS County of Responsibility staff, with approval from the Area Social Worker Supervisor and Regional Director, shall request written permission from the MDCPS Director or MDCPS Director of Field Operations to extend the child's stay in the emergency shelter ten (10) to fourteen (14) days prior to the end of the forty-five (45) day stay.

The Facility shall be responsible for inquiring of the MDCPS County Worker if approval has been requested at least ten (10) days prior to the end of the forty five (45) day stay.

The Facility shall not suffer financial penalties if confirmation of approval is not received.

Child and Family Initial and Ongoing Strengths and Needs Assessment

- 1) The Facility shall develop strategies and services to conduct an initial strengths and needs assessment on each child/sibling group that will contain information concerning each child's permanency plan (upon determination by MDCPS or Youth Court Judge), gather information that will aid MDCPS in diligent search of relatives and permanent connections, and any other pertinent information needed to promote the safety and permanency of the child.
- 2) The Facility shall provide the initial strengths and needs assessment to the child's MDCPS worker within fourteen (14) days, as information contained within the assessment is updated, and at the time of discharge
- 3) The strengths and needs assessment should include the following types of information:
 - a) A list of important connections in the child's life and potential for strengthening those connections into relationships that would lead to permanency for children in foster care
 - b) A description of the child's general physical and presenting mental health status at the time of placement and on an on-going basis
 - c) If applicable: Substance abuse evaluation -Substance abuse/use by description of patterns of use; how much, how often and anything learned concerning history and age at onset
 - d) Treatment goals needed to transition from one placement to another when appropriate
 - e) Medical history will be kept while in placement that includes medical problems, alerts, present medications, and medication history of the child and parents
 - f) Special dietary needs of the child
 - g) A general evaluation regarding the child's/youth's functioning in the domains of community living or family support
 - h) Family status and involvement
 - i) Risk factors for suicide, runaway, violence, or sexual behaviors
 - j) An assessment or review of strengths, personal goals, and projected needs for child and parent
 - k) A history of the child's educational achievements and areas of concern or needs.
 - l) Assessment of whether the child is currently eligible for special education services
 - m) Educational activities/status and interests
 - n) A summary of the child's developmental abilities and areas of concern or needs
 - o) A trauma history of significant traumatic events in the life of the child and family
 - p) Description or explanation of trauma triggers
 - q) Possible emotional or behavioral disruptions associated with these traumas.
 - r) A review of significant losses of important relationships or belongings of the child and the impact

- of that loss on the child
- s) Effective coping strategies the child engages to deal with these losses or the lack of coping strategies and possible triggers that may cause emotional and behavioral disruptions
- t) Child's desires, hopes, wishes and expressed goals for own life and permanent connections

Treatment Plan Family Team Meeting

- 1) The Facility shall initiate, schedule, and conduct a treatment plan family team meeting within the first 72 hours of a child entering the facility in order to begin gathering information for the strengths and needs assessment and the child and family treatment plan. This is separate from the MDCPS Family Team Meeting to determine components of the Family Service Plan.
- 2) The Treatment Planning Family Team Meeting should address the initial strengths and needs assessment, past treatment history, time frames, roles and responsibilities, permanent plans for the child, court hearings, visitation schedules, medical needs, dental needs, mental health needs, developmental abilities, family and child's strengths, coping mechanisms, behavioral challenges and trauma, grief and loss history.
- 3) The Treatment Plan Family Team shall include, unless determined to be inappropriate by the MDCPS COR:
 - a) MDCPS County of Responsibility
 - b) Child when age appropriate
 - c) Birth Parents, Resource Parents, and/or Primary Caregiver , as appropriate
 - d) Potential relative placements
- 4) The Treatment Plan Family Team Meeting may also include, subject to appropriateness and availability:
 - a) Important connections
 - b) MDCPS Educational Liaison
 - c) MDCPS Independent Living Coordinator
 - d) MDCPS Treatment Navigators
 - e) MDCPS County of Service
 - f) MDCPS Nurses
 - g) Guardian Ad Litem
 - h) Other Service providers, including:
 - i) School Officials
 - ii) Mental Health Therapist
 - iii) MAP Team Coordinators
 - iv) Mobile Crisis Unit
 - v) Medical Staff
 - vi) Other placement providers when a child is coming to you from another facility or is transferring to another facility
- 5) The MDCPS County of Responsibility shall provide names and contact information for required and optional attendees.
- 6) The Facility shall document efforts to notify required and optional attendees.

Individualized Treatment Plans

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

- 3) The initial treatment plan shall be completed within 14 days of admission to the program and will be updated on an ongoing basis. The treatment plan must include the participation of the child, family, and MDCPS County of Responsibility.
- 4) Plans created jointly with information from the Facility staff contributing to the work of MDCPS staff shall include:
 - a) Plan to prevent trauma triggers – each child’s triggers and their unique ways of coping should be utilized to prevent unnecessary re-victimization and trauma
 - i) Child’s current coping strategies should be used when reasonable – for instance if the child listens to music to calm down, the child’s music should be made available and not taken away as a form of punishment
 - b) Plan to improve the child’s capacity for emotional regulation and their coping mechanisms by providing opportunities and activities to promote these
 - i) Journaling, Music Therapy, Art Therapy, Martial Arts, Yoga, Sensory Integration, Breathing techniques, Animal Assisted Therapy, Hypnotherapy, Eye Movement Desensitization and Reprocessing are just a few evidenced based emotionally regulating activities. Several of these are free and can be implemented by the Facility. Others are Medicaid reimbursable, while the others may be accessed through partnerships in the community.
 - c) It must address the trauma, grief and loss associated with children entering the foster care system. Complex trauma related to abuse and neglect and the grief associated with loss of family, friends and belongings
 - d) Protective and risk factors in parents – identifying the parent’s protective and risk factors to develop a strengths based plan for reunification
 - e) Child and family strengths
 - f) Unique/individualized needs of child and their family
 - g) It must have treatment goals that address the child’s permanent and concurrent plan, as developed by MDCPS
 - h) Plans to address mental health related behaviors, including individual, group and family therapy or wrap around services as needed as needed
 - i) Treatment goals established by the Facility and the mental health provider need to be made in conjunction with the child and family’s permanency plan. Conflicting or separate goals can lead to unplanned discharges and delayed permanency.
 - i) Crisis intervention plans to prevent placement disruption including the utilization of - MAP Team wrap around services, Mobile Crisis Services, or interagency wrap around support and crisis intervention strategies
 - j) Education/Vocational
 - i) Services that would inform, update, or initiate an Individualized Educational Plan when needed and enroll a child into appropriate classes.
 - ii) Plans for transitions into other school districts or settings.
 - iii) Surrogate parents are needed for every child in special education. If possible, it is hoped that parents or relatives can serve as a surrogate parent as required by the Department of education. If these persons are not available, Federal Law prohibits public State Child Welfare Agency personnel from serving as a surrogate parent. A Facility staff member shall be required to serve as needed in the role of surrogate parent for special needs children placed in the Facility.
 - k) Developmental goals to help the child achieve age appropriate developmental milestones.
 - l) Individualized plans for treating children with intellectual delays
 - m) Health – Medical/Dental
 - n) Medical necessities and medication management
 - o) Alcohol and drug awareness and education as needed
 - p) Coordination of alcohol and drug treatment as needed
 - q) Social/Independent Living (youth 14 and over)

- i) Independent living skills needed and strategies the Facility has to assist in the development of those skills in the youth while also taking advantage of those offered through MDCPS' Contract Independent Living Skills Provider.
- r) Maintaining permanent connections
 - i) The identification of family supports and important connections of the child and engaging those connections.
 - ii) Important connections can be familial or others who care about the child and family.
 - iii) Plans of integrating the child back into the biological family (reunification) or into an identified foster or adoptive home (including relative and non-relative).
 - iv) Visitation between the child and their family and siblings, including face to face visits, phone calls and other correspondence such as Skype, Facebook, etc... (These should be done in accordance to MDCPS policy regarding family visitation). Children cannot be denied visitation for any reason (except in the case of a no contact order). Children's visitation with family is the child's right and shall not be used as an incentive or consequence in disciplinary actions.
 - v) Reunification strategies.
 - vi) Foster parent or relative recruitment strategies.
- s) Recreation
 - i) Plans for fun activities that would include family, siblings and others to build connections and relationships and add "normalcy" to the child's life.

Emergency Services

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

Discharge Planning

- 1) Every child shall have a planned transition to the next best placement.
- 2) Punitive discharges shall not be allowed (discharges cannot be used as punishment for child's behavior).
- 3) The Facility shall schedule, initiate, and conduct the first Discharge Planning Family Team Meeting for the successful transition of the child back into their family or the identified next best placement within 10 to 14 days of the placement.
- 4) The final planned discharge meeting must be held two weeks prior to the child's discharge from the Facility.
- 5) The purpose of this meeting will be to discuss:
 - a) Treatment progress as reported by mental health provider
 - b) Progress needed toward other goals
 - c) Educational transition
 - d) Medication management/needs
 - e) Medical history and current physical health and needs
 - f) Upcoming appointments
 - g) Special dietary needs
 - h) Trauma triggers
 - i) Social, emotional and behavioral issues
 - j) Child's interests
 - k) Important connections
 - l) Coping strategies
 - m) Tangible needs
 - n) Roles and responsibilities of each Team member in the transition process

- 6) This discharge plan will be provided in writing to all members within 48 hours of the meeting.
- 7) These meetings can take place in person or via conference call.
- 8) There should be a signature page with each treatment team meeting. The signatures account for attendance as well as agreement of the discussion and changes in the plan.
- 9) The Discharge Planning Family Team Meeting shall include, unless determined to be inappropriate by the MDCPS COR:
 - a) MDCPS County of Responsibility
 - b) Child when age appropriate
 - c) Parents of the child
 - d) Potential relative placements
- 10) The Treatment Plan Family Team Meeting may also include, subject to appropriateness and availability:
 - a) Important connections
 - b) MDCPS Educational Liaison
 - c) MDCPS Independent Living Coordinator
 - d) MDCPS Treatment Navigators
 - e) MDCPS County of Service
 - f) MDCPS Nurses
 - g) Guardian Ad Litem
 - h) Other Service providers, including:
 - i) School Officials
 - ii) Mental Health Therapist
 - iii) MAP Team Coordinators
 - iv) Mobile Crisis Unit
 - v) Medical Staff
 - vi) Other placement providers when a child is entering from another facility or is transferring to another facility

Placement Disruption

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

Runaways

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

Reporting

MDCPS has identified the following Key Performance Indicators (KPI's) that will be monitored, though not incentivized, as it relates to improving outcomes for Mississippi children and families. These six priority areas are reflective of key practices and services that have a direct link to the achievement of outcomes that will be the focus of the Mississippi Performance Based Contracting model.

The Facility will be expected to submit the required data monthly on a web tool to be designed by MDCPS prior to contract start date.

The six (6) areas the Facility will be expected to collect data on are as follows:

1) Participation by the Facility's staff in MDCPS Family Team Meetings (FTM) and Foster Care Reviews (FCR).

Data regarding the attendance Facility staffs at all scheduled FTMs and FCRs for children placed in the Facility's care will be collected on an ongoing basis and will help inform the degree to which the Facility is actively engaged in case planning with the child and family.

2) Facilitation by the Facility of frequent and consistent in-person visits between children in care and their parents and siblings

Data regarding the frequency of parent/child visits and sibling visits for children placed in the Facility's care will be collected from the Facility to measure the extent to which the Facility is actively engaged in preserving connections and relationships for children with their families of origin.

3) Ensuring the completion of initial physical, developmental and mental health assessments by the Facility for children in care in a timely manner

Data will be collected from the Facility as to the timely assessments for children under their care for:

- a) Initial (72 hour) medical assessments
- b) 30 day comprehensive medical exams
- c) Ages 0-3 developmental assessments
- d) Ages 4 and up mental health assessments
- e) School-age 30 day educational assessments
- f) 90 day dental exams

4) Prevention of unplanned placement discharges

Data will be collected from the Facility on an ongoing basis for those children under their care for whom they have:

- a) Requested a placement disruption meeting
- b) Requested removal (with 2 weeks' notice/without 2 weeks' notice)
- c) Discharged under unplanned circumstances
- d) Discharged to a less restrictive placement
- e) Discharged to a more restrictive placement

5) Preparing Older Youth for Independence

Data will be collected from Facility on an ongoing basis for those youth ages 14 and up, under their care as to:

- a) Support of actions and goals set out in the youth's MDCPS Independent Living Plan and/or Transitional Living Plan (to be provided to the Facility by the youth's MDCPS worker)
- b) Support to help youth attain educational goals, including graduation from high school with opportunities for higher education or vocational training
- c) Support to secure for youth meaningful employment and a steady source of income
- d) Support to ensure the youth has access to health care services

- e) Permanent connections the youth has developed within the community

Appeals procedures

The Department recognizes that in order to hold the Facility accountable for the outcomes of stability, permanency, and reentries, it will need to develop a timely, formal process where the Facility can bring any grievances related to case-specific practice.

Even though there will be a formal grievance process, the Department expects its county staff, state office staff, and the Facility to work to resolve any differences through consistent informal communications prior to beginning any of the formal procedures outlined below.

1) There are two (2) situations where the Facility may institute the formal appeals process:

- a) Placement or treatment decision is a threat to the safety of the child
- b) Placement or treatment decision is in opposition to the child's permanency plan

2) The formal appeal process consists of three steps:

a) Case Conference

The first step in resolving disagreements about case decisions is to hold a case conference with the MDCPS caseworker and supervisor, Facility caseworker and supervisor. Both the MDCPS County of Service and County of Responsibility should be included. All parties should document the case conference in their respective files. If still dissatisfied, the Facility must request the regional conference immediately.

b) Regional Conference

The second step in resolving a disagreement that cannot be resolved by a case conference is to hold a regional conference with the Regional Director. The Facility caseworker, supervisor and director should be present. The MDCPS caseworker and supervisor must abide by the decision of the Regional Director. The Regional Director will provide a written response to be documented by all parties in their respective files.

c) State Office Review

If the Facility is not satisfied with the Regional Director's decision, the Facility may appeal the decision to the MDCPS State Office case review committee. The case review committee will consist of MDCPS Director or Designee, MDCPS Field Operations Director or Designee, and the Bureau Director or designee most closely related to the cause of disagreement. The case review committee can meet face-to-face or by conference call, at the discretion of MDCPS. The case review committee must include at least two of the above mentioned positions. Documentation from all parties involved in Step 1 and Step 2 shall be submitted to the Case Review Committee. The MDCPS caseworker, supervisor, regional director and the Facility caseworker, supervisor, and director should be at the meeting or on the call to present their case and respond to questions from the committee. The case review committee will have the final word in case decisions. The case review committee will provide written documentation of the decision to MDCPS staff and Facility staff for their respective files.

For each level of the formal appeals process, provider must request and MDCPS must schedule and hold the appropriate conference or review within forty eight (48) hours, excluding holidays and weekends, of the conclusion of the prior step.

Performance Measures

1) Definitions

- **Exits to Permanency** - All exits from state custody that are intended to provide the child with a stable, permanent family: reunification, guardianship and adoption.
- **Non-permanent Exits** – All exits from a Facility (e.g., aging out, runaway) that are not permanent.
- **Transfer Exit** – Exit from a Facility's custody to a placement location elsewhere in the state.
- **Re-entries** – Any child that has a permanent exit (reunification or guardianship) from care and returns to custody within 365 days of their exit.

- **Lasting Permanency** – All exits to permanency minus reentries for a period of one year after exit to permanency.
- **After-Transfer Stability Rate** – For all children with non-permanent exits from a facility, the number and percentage of children who have only one additional placement over the next six months.
- **In Care Population** – The population in care as of January 1, 2016.
- **Admission** -- Entry with a Facility that occurred during a fiscal year window. Children who have temporary episodes in alternative locations (e.g. acute care facility, or college) will have that time bridged if the episode is less than 14 days.
- **Baseline Exits to Permanency** – The number and percent of children, from the corresponding in care and admission populations, the Facility would be expected to exit from out-of-home care, within a specified fiscal year period, to permanency (as defined in this section).
- **Baseline Re-entries** – The number and percent of children discharged to permanency who may be expected to return to care, given historical performance. For purposes of estimating the reentry to care, return to out-of-home care means any child who returns to out of home care from a permanent exit (reunification or guardianship, whether the foster home is supervised by MDCPS, or a private provider). For purposes of calculating the re-entry rate, the base includes children discharged to permanency from either the in care or admission population within the fiscal year, who return to care with one year of their discharge to permanency.
- **Baseline Lasting Permanency** – The number of children, from the corresponding in care and admission populations, the Facility would be expected to exit from out-of-home care, within two calendar years, to permanency (as defined in this section) minus the number of re-entries divided by the total number of children served during the evaluation period.
- **Baseline After-Transfer Stability** – The number and percent of children, with non-permanent exits, who may be expected to remain in their next placement for a period of six months, given historical performance.
- **Stability Factor** – An adjustment to the actual lasting permanency based on whether or not the Facility met their targeted improvement in After Transfer Placement Stability. If the Facility meets targeted level of improvement they will be awarded $.02 \times \text{baseline lasting permanency rate}$ as an adjustment to actual performance.
- **Targeted Exits to Permanency** – The number and percent of children for whom the Facility can be projected to achieve a permanent exit, given that the goal for improvement in performance is met.
- **Targeted Re-entries** -- The number and percentage of returns to out of home care after a successful exit to permanency within one fiscal year.
- **Target Lasting Permanency** - The percent of children for whom the Facility can be projected to achieve a lasting permanent exit, given the targeted improvement in exits to permanency and targeted reduction in re-entries.
- **Targeted After-Transfer Stability** – For all children with non-permanent exits from a facility, the number and percentage of children who can be projected to have only one additional placement over the next six months, given that the goal for improvement in performance is met.
- **Performance Period** - Period beginning on January 1, 2016 and ending on December 31, 2017 during which the Facility will be evaluated on performance measures.

2) Performance Evaluation

MDCPS shall evaluate Facility performance in the following areas:

- a) Permanent Exits
- b) Re-entries after permanent exits
- c) After-transfer placement stability

For the purposes of performance evaluation, the Facility will be evaluated on actual performance versus baseline performance (defined above) established at the beginning of the performance period and the targeted improvement identified below.

For a Facility who has never provided emergency shelter services, a baseline will be created from the average of all existing licensed emergency shelters for the initial performance period. After the initial performance period, the Facility’s baseline will become their own performance since the contract start date and any new Facility will be evaluated against that baseline in future renewals or new contracts.

For the January 1, 2017 – December 31, 2017 performance period, the targeted levels of performance improvement are as follows:

| Outcomes | Targeted Improvement |
|--------------------------|--|
| Exits to permanency | + 10% (ten percent more children will exit to permanency) |
| Re-entries | - 10% (ten percent fewer children will reenter care following permanent exit) |
| After-Transfer Stability | + 10% (ten percent more children will experience one placement following transfer) |

Performance will be evaluated at the conclusion of the two year performance period using the following framework:

$$\text{Targeted Lasting Permanency} = \frac{(\text{Targeted Exits to Permanency}) - (\text{Targeted Reentries})}{\text{Total Baseline Children Served}}$$

$$\text{Actual Performance} = \frac{(\text{Actual Exits to Permanency}) - (\text{Actual Reentries})}{\text{Total Children Served}} + \text{Stability Factor}$$

The stability Factor is an adjustment to the Facility’s Actual Lasting Permanency based on whether or not the Facility met or exceeded the targeted After-Transfer Stability improvement. For those providers who meet or exceed the target, they will be able to add a percentage of their baseline lasting permanency to their actual performance based on the following table:

| | If Actual Transfer Stability Less Than Target | If Actual Transfer Stability Greater Than Target |
|----------------------------|---|--|
| Placement Stability Factor | 0 | .02 * baseline lasting permanency |

Once actual and targeted performance has been established, as described above, Facility will potentially be eligible for an enhanced or premium rate for next contractual period based on Actual Performance compared to Baseline Lasting Permanency and Targeted Lasting Permanency:

| | Less than Baseline Lasting Permanency | Between Baseline and Target Lasting Permanency | Greater than Targeted Lasting Permanency |
|-------------------------------|--|---|---|
| Actual Performance | Base Rate | Enhanced Rate | Premium Rate |

The Facility will be eligible for either the base, enhanced, or premium rate in the subsequent contract renewal period or under a new contract pending the availability of funds in that State Fiscal Year.

Funding

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

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

- Food
- Clothing
- Shelter
- Daily supervision
- School supplies
- A child's personal incidentals
- Liability insurance with respect to the child
- Reasonable travel to the child's home for visitation with family, or other caretakers
- Reasonable travel for the child to remain in the school in which the child is enrolled at the time of placement

Local travel associated with providing the items listed above is also an allowable expense. In the case of child care institutions, such items must include the reasonable costs of administration and operation of such institutions as are necessarily required to provide the items described in the preceding sentences.

The base rate can be found in Section D.VIII.B. Resource Board Payment Schedule of the MDHS/MDCPS Policy Manual.

Payments will be made based on the number of nights a child physically spends in the placement; 12:01a.m. will begin a new day. Board payments will not be paid for the placement from which a child is removed, when temporarily moved to another placement such as trial home placements, incarceration (jails or detention centers), medical and/or behavioral institutions, attending college and/or placed on runaway status; nor will payments be made in the event that the home's license lapses (Refer to the board payment exceptions following.)

Board Payment Exceptions to Overnight Visit(s) and Temporary Move(s)

When a Resource Home or Residential Facility has committed to the child(ren) returning to their home or facility after an overnight visit, receiving respite, medical and/or behavioral treatment, a placement change in MACWIS will not be required if they meet the following criteria:

- If child is on an overnight visit or receiving respite, medical and/or behavioral treatment for 0-3 days (72 hours), prior approval from ASWS and RD shall be obtained in writing through e-mail and documented in MACWIS.

- If child is on an overnight visit or receiving respite, medical and/or behavioral treatment for more than 72 hours, but not more than 14 days, and will return to the resource placement or facility, prior approval from ASWS, RD and Field Operations Director shall be obtained in writing through e-mail and documented in MACWIS.
- In the event of an extraordinary circumstance concerning a youth in custody, it may be brought to Executive management (Deputy Commissioner, MDCPS Director and/or Field Operations Director) for consideration. The extraordinary circumstance shall be staffed with ASWS and RD. Upon staffing, when determined that further review is appropriate, only then will the matter be brought to the attention of MDCPS Executive management for consideration. The extraordinary circumstance and decision shall be obtained in writing through e-mail and documented in MACWIS.

2.0 Consultant's Written Proposal Shall Contain the Following Minimum Information:

- (1) name of consultant, location of consultant's principal place of business, and the place of performance of the proposed contract,
- (2) age of consultant's business and the average number of employees over the past three years;
- (3) resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- (4) listing of three contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years (On a proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.);
- (5) a plan giving as much detail as is practical explaining how the services will be performed; and,
- (6) an estimate of price.

3.0 Insurance Requirements

Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. Independent Contractor will furnish MDCPS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

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 RFP.

4.0 Renewal of Contracts

The contract may be renewed at the discretion of the agency upon written notice to Contractor at least ninety (90) days prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). The renewal options shall end on December 31, 2021.

5.0 Type of Contract – Firm Fixed Price Agreement

6.0 Rejection of Proposals

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

- (1) the proposal contains unauthorized amendments to the requirements of the RFP;
- (2) the proposal is conditional;
- (3) the proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- (4) the proposal is received late;
- (5) the proposal is not signed by an authorized representative of the party;
- (6) the proposal contains false or misleading statements or references; and,
- (7) the proposal does not offer to provide all services required by the RFP.

7.0 Informalities and Irregularities

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

8.0 Disposition of Proposals

All submitted proposals become the property of the State of Mississippi.

9.0 Competitive Negotiation

The bidding method to be used is that of competitive negotiation from which MDCPS is seeking the best combination of price, experience and quality of service. Discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDCPS also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

10.0 RFP Does Not Constitute Acceptance of Offer

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDCPS to execute a contract with any other party. MDCPS reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDCPS.

11.0 Exceptions and Deviations

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

12.0 Nonconforming Terms and Conditions

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

13.0 Proposal Acceptance Period

The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a sealed envelope or package to **Leigh Washington, 750 North State Street, Jackson, Mississippi 39202** no later than the time and date specified for receipt of proposals. Timely submission of the proposal is the responsibility of the proposer. Proposals received after the specified time, shall be rejected and returned to the proposer unopened. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by the MDCPS Business Office. Each page of the proposal and all attachments shall be identified with the name of the proposer.

13.1 Mailing or hand delivering one original and three (3) copies of the proposal. The original proposal and three (3) copies shall be submitted in a 3-ring binder for a total of four (4) binders, delivered in one sealed package or envelope, and each individual binder labeled with the name of the Proposer and the RFP No. 2016EMS001.

13.2 Pre-Proposal Conference (Optional)

An optional pre-proposal conference will be held at **10:00am** on **November 22, 2016** at the Mississippi Department of Human Services (State Office Building), 750 North State Street Jackson, MS 39202. All interested parties are urged to attend. The purpose of the pre-proposal conference is to allow potential proposers an opportunity to present questions to staff and obtain clarification of the requirements of the proposal documents.

13.3 Required Letter of Intent

Proposers shall notify MDCPS of their intention to submit a proposal. The letter of intent (**Exhibit B**) shall be submitted via email to contracts.dfcs@mdhs.ms.gov by December, 2, 2016, 12:00p.m. Central Time. The letter of intent shall include the title of this request for proposals, the proposer's organizational name and address, one (1) to two (2) sentences stating that the proposer's organization intends to submit a proposal 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. contracts.dfcs@mdhs.ms.gov shall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

14.0 Expenses Incurred in Preparing Offers

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

15.0 Proprietary Information

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

16.0 Additional Information

Questions about this Request for Proposal must be submitted in writing to contracts.dfcs@mdhs.ms.gov. Questions concerning the technical portions of the Request for Proposal should be directed to contracts.dfcs@mdhs.ms.gov. Proposers are cautioned that any statements made by the contact or technical contact person that materially change any portion of

the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal. All questions and answers will be published on MDCPS' website (www.MDHS.ms.gov) in a manner that all proposers will be able to view by November, 23, 2016, 5:00p.m.

17.0 Debarment

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi. (Exhibits D and E - FDVR and PDV Forms, respectively)

18.0 Required Clauses for Procurement

18.1 Acknowledgement of Amendments

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment (**Exhibit F**) with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MDCPS by the time and at the place specified for receipt of proposals.

18.2 Certification of Independent Price Determination

The proposer 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 proposer or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

18.3 Prospective Contractor's Representation Regarding Contingent Fees (*To be placed in prospective Contractor's response proposal.*) The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract (**Exhibit G**).

18.4 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of

1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

18.5 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

18.6 Paymode

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

18.7 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

18.8 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 proposal.

18.9 Representation Regarding Gratuities

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

19.0 Evaluation Procedure and Factors to be Considered in the Evaluation Process:

19.1 Qualifications of Proposer

The proposer may be required before the award of any contract to show to the complete satisfaction of MDCPS that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy MDCPS in regard to the proposer's qualifications. MDCPS may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to MDCPS all information for this purpose that may be requested. MDCPS reserves the right to reject any offer if the evidence submitted by, or investigation of, the proposer fails to satisfy MDCPS that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the proposer; and,
- (4) the quality of performance of previous contracts or services.

19.2 Step One: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the detailed specifications will be rejected immediately, receiving no further consideration.

19.3 Step Two: Proposals that satisfactorily complete Step One will be reviewed/analyzed to determine if the proposal adequately meets the needs of MDCPS. Factors to be considered as evaluation criteria are as follows:

(1) The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Describe how the services will be performed. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. **(Critical) 25 Points**

(2) Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. A narrative that includes specific timelines, education and general experience in providing the required services as outlined in the detailed specifications. **(Very Important) 20 Points**

(3) The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made at the time of contracting. **(Important) 15 Points**

(4) A descriptive overview of past performance of similar work in scope, size or discipline to the required services were performed or undertaken within the past three (3) years. **(Important) 15 Points**

(5) Cost. A narrative (**Exhibit H**) describing the proposed use of funds, cost effectiveness and itemized budget breakdown of the funded services with calculations/formulas that support the budget breakdown. **A maximum of 25 points will be awarded for "price" per a formula (Exhibit I). (Critical) 25 Points**

Total: 100 Points

19.4 Step Three: The MDCPS Commissioner or his/her designee will contact the proposer with the proposal which best meets MDCPS's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

The award of a contract to a Proposer does not mean that the other proposals lacked merit; but with price, quality of service and other factors considered, the selected proposal was deemed to provide the best value or be the most advantageous to the State of Mississippi based on all factors considered.

20.0 Cost Data Submitted at This Stage is Subject to Negotiation but Should Include an Estimate of the Annual Cost of the Service

21.0 The Following Response Format Shall Be Used for All Submitted Proposals:

21.1 Management Summary: Provide a cover letter indicating the underlying philosophy of the firm in providing the service.

21.2 Proposal: Describe in detail how the service will be provided. Include a description of major tasks and subtasks.

21.3 Corporate experience and capacity: Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.

21.4. Personnel: Attach resumes' of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.

21.5. References: Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.

21.6. Acceptance of conditions: Indicate any exceptions to the general terms and conditions of the bid document and to insurance, bonding, and any other requirements listed.

21.7. Additional data: Provide any additional information that will aid in evaluation of the response.

21.8. Cost data: Estimate the annual cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

22.0 Debriefing Request

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

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-112 through 7-112.07, Post-Award Vendor Debriefing, of the Mississippi Personal Service Contract Review Board's Rules and Regulations.

23.0 Protests

Any actual or prospective proposer, offerer, or contractor who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with the Director of MDCPS. The protest shall be submitted within seven (7) calendar days following award date, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the proposer or an individual authorized to sign contracts on behalf of the protesting proposer, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting proposer must provide facts and evidence to support the protest. A protest is considered filed when received by the Director of MDCPS via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after seven (7) calendar days following award date will not be considered.

24.0 Proposal Exceptions

Please return the *Proposal Exception Summary Form (Exhibit J)* with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Proposer is indicating that he takes no exceptions to any item in this RFP document.

24.1 Unless specifically disallowed on any specification herein, the Proposer may take exception to any point within this RFP, including a specification denoted with "must" or "shall," as long as the following are true:

24.1.1 The specification is not a matter of State law;

24.1.2 The proposal still meets the intent of the RFP

24.1.3 A *Proposal Exception Summary Form* is included with the proposal; and

24.1.4 The exception is clearly explained, along with any alternative or substitution the Proposer proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.

24.2 The Proposer has no liability to provide items to which an exception has been taken. MDCPS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Proposer and MDCPS will discuss each exception and take one of the following actions:

24.2.1 The Proposer will withdraw the exception and meet the specification in the manner prescribed;

24.2.2 MDCPS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;

24.2.3 MDCPS and the Proposer will agree on compromise language dealing with the exception and will insert same into the contract; or

24.2.4 None of the above actions is possible, and MDCPS either disqualifies the proposal or withdraws the award and proceeds to the next ranked Proposer.

24.3 Shall MDCPS and the Proposer reach a successful agreement, MDCPS will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Proposer's exceptions. The *Proposal Exception Summary*, with those exceptions approved by MDCPS, will become a part of any contract on acquisitions made under this RFP.

24.4 An exception will be accepted or rejected at the sole discretion of MDCPS.

24.5 MDCPS desires to award this RFP to a Proposer with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in **Exhibit K**. As such, proposals, in the sole opinion of MDCPS, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

24.6 For Proposers who have successfully negotiated a contract with MDCPS in the past, MDCPS requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to MDCPS or participated in contract negotiations with MDCPS on behalf of their company, to ensure the Proposer is consistent in the items to which it takes exception.

Exhibit A

Mississippi Department of Child Protection Services Proposal Cover Sheet

| | |
|---------------|--|
| Agency: _____ | For Office Use Only Proposal Number _____ |
|---------------|--|

Date Submitted: _____

1. Organization _____

Name: _____

Name: _____

Title: _____

Mailing Address: _____

Address: _____

Phone: () _____

Fax: _____

6. Proposed Project Director:

Email: _____

7. Service Area (List Counties): _____

2. Commissioner _____

3. Organization's Tax ID No. _____

4. Amount of Funding Requested: _____

Indicate if this organization is minority or women owned (For Classification Purposes ONLY)

Minority-Owned _____ Women-Owned _____

Provide a brief description of the proposed project (Limited to space provided)

Authorized Representative (No Stamped Signature)

Date

Exhibit B

REQUIRED LETTER OF INTENT

Date _____

Mr./Ms./Dr. _____

Title _____

Address _____

City, State, Zip Code _____

Dear Mr./Ms./Dr.: _____

This letter confirms our intent to submit a proposal pursuant to RFP No. 2016EMS001
_____ service area includes _____. Also,

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

submits the following information:

Contact Person's Name: _____

Contact Person's Title: _____

Phone Number: _____

Fax Number: _____

Tax I.D. Number: _____

DUNS Number: _____

Physical Address: _____

Authorized Official's Email Address: _____

Thank you for your consideration.

Sincerely,

Authorized Official

Exhibit C

Proprietary Information Form

Did the proposer submit any information to the agency for the Emergency Shelter Services Request for Proposal which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes _____

No _____

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

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

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

Name of Organization

Exhibit D

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

Please Print/Type Clearly in Blue Ink

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

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

Signature of Authorized Official

Date

Exhibit E

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

PARTNERSHIP DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

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

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

Signature of Authorized Official

Date

Exhibit F

Acknowledgement of Amendment to RFP No.2016EMS001

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

_____ to include the following:

Date

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

proposers who submit this acknowledgement of amendment # _____.

Name of Company

Authorized Official's Typed Name/Title

Signature of Authorized Official

Date

(No stamped signature)

This acknowledgement should be enclosed in accordance with the instructions located in Section 18.1 of this RFP.

Exhibit G

Prospective Contractor's Representation Regarding Contingent Fees

The prospective contractor (_____) represents that it has / has not (please circle the appropriate answer) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Signature of Authorized Official/ Title
(No stamped signature)

Date

**Exhibit H
Budget Narrative***

| <u>Specific Category of Service</u> | <u>Hourly/Daily/Monthly Rate</u> | <u>No. of Hours/Days/Months</u> | <u>Amount</u> |
|-------------------------------------|----------------------------------|---------------------------------|---------------|
|-------------------------------------|----------------------------------|---------------------------------|---------------|

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Total Amount:

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

Exhibit I

Formula for Evaluating Cost

1. Company A=\$150,000

Company A=25

2. Company B=\$160,000

Company B=

$$150,000/160,000=.9375 \times 25=23.4375$$

3. Company C=\$180,000

Company C=

$$150,000/180,000=.8333 \times 25=20.8333$$

Company A is the lowest proposer; therefore, the total evaluation points for price=25

Exhibit J

Proposal Exception Summary Form

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

| RFP Reference | Proposer Proposal Reference | Brief Explanation of Exception | MDCPS Acceptance (sign here only if accepted) |
|--|--|---|--|
| Reference specific outline point to which exception is taken | Page, section, items in Proposer's proposal where exception is explained | Short description of exception being made | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

Exhibit K

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES**

1. **Parties.** This Contract is made and entered into by and between the Mississippi Department of Child Protection Services, Division of _____, hereinafter referred to as "MDCPS," and _____, hereinafter referred to as "Independent Contractor."

2. **Purpose.** MDCPS hereby engages the Independent Contractor and the Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."

3. **Scope of Services.** The Independent Contractor shall perform and render the following services:

4. **Period of Performance.** The period of performance of services under this Contract shall begin on _____ and end on _____.

OR

If "Option to renew" Clause is in your procurement:

4. **Period of Performance.** The period of performance of services under this Contract shall begin on _____ and end on _____. Upon notification to (Independent Contractor's Name) by MDCPS, at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by MDCPS for a period of four (4) successive one-year period(s) under the same prices, terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). However, if MDCPS does not intend to renew the contract, the (Independent Contractor's Name) shall be notified at least ninety (90) days prior to the contract anniversary date.

5. **Consideration and Method of Payment.**

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed _____ (\$_____). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of _____ (\$_____).

OR

A. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed _____(\$_____) in accordance with the Budget attached hereto as Exhibit _____. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of _____(\$_____).

OR

A. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed _____(\$_____) for all products, services, salaries, travel, performances, costs, and expenses of whatever kind and nature of this Contract. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of _____(\$_____).

B. The Independent Contractor will bill MDCPS for its services. Following the satisfactory completion, as determined by MDCPS, of its services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDCPS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date.

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

E-PAYMENT: Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDCPS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies,"§ which generally provides for payment of undisputed amounts by MDCPS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

6. Relationship of Parties.

A. It is expressly understood and agreed that MDCPS enters into this Contract with Independent Contractor on a purchase of service basis and not on an employer--employee relationship basis. Nothing contained herein shall be deemed or construed by MDCPS, the Independent Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDCPS and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other **provision**

contained herein, nor any acts of MDCPS or the Independent Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDCPS and the Independent Contractor.

B. Independent Contractor represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Contract.

C. Any person assigned by Independent Contractor to perform the services hereunder shall be the employee of Independent Contractor, who shall have the sole right to hire and discharge its employee. MDCPS may, however, direct Independent Contractor to replace any of its employees under this Contract. If Independent Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Independent Contractor will not charge MDCPS for those hours.

D. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Independent Contractor shall be paid as a gross sum with no withholdings or deductions being made by MDCPS for any purpose from said Contract sum.

E. Independent Contractor shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

7. Termination for Cause. If, through any cause, Independent Contractor fails to fulfill in a timely and proper manner, as determined by MDCPS, its obligations under this Contract, or if Independent Contractor violates any of the covenants, agreements, or stipulations of this Contract, MDCPS shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

Notwithstanding the above, Independent Contractor shall not be relieved of liability to MDCPS for damages sustained by MDCPS by virtue of any breach of this Contract by Independent Contractor, and MDCPS may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to MDCPS from Independent Contractor are determined.

8. Termination for Default.

(1) Default. If the contractor refuses or fails to perform any provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head of MDCPS may notify the **contractor in**

writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head may procure similar services in a manner and upon terms deemed appropriate by the Agency Head . The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Agency Head, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State has an interest.

(3) Compensation. Payment for completed services delivered and accepted by MDCPS shall be at the contract price. MDCPS may withhold from amounts due the contractor such sums as the Agency Head deems to be necessary to protect MDCPS against loss because of outstanding liens or claims of former lien holders and to reimburse MDCPS for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Agency Head within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Agency Head of MDCPS shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of MDCPS under the clause entitled (in fixed-price contracts, "Termination for Convenience," or in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) Erroneous Termination for Default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of MDCPS, be the same as if the notice of termination has been issued pursuant to such clause.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

9. Termination upon Bankruptcy. This contract may be terminated in whole or in part by MDCPS upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, 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.

10. Termination for Convenience of MDCPS. MDCPS may terminate this Contract at any time by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. Independent Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

(1) Termination. The Agency Head of MDCPS may, when the interests of MDCPS so require, terminate this contract in whole or in part, for the convenience of MDCPS. The Agency Head shall

give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head may direct the contractor to assign the contractor's right, title, and interest under the terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

11. Ownership of Documents and Work Products. All data collected by Independent Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Independent Contractor in connection with this Contract shall be the property of MDCPS upon completion or termination of this Contract. MDCPS hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials prepared under this Contract. The Independent Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDCPS.

12. Record Retention and Access to Records. Independent Contractor shall maintain, and make available to MDCPS, any State agency authorized to audit MDCPS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records

pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three-year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

13. Modification or Amendment. Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this Contract shall be in writing and signed by both parties hereto.

14. Assignments and Subcontracts. Independent Contractor shall not assign, sublet, or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of MDCPS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

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

16. Availability of Funds. It is expressly understood and agreed that the obligation of MDCPS to proceed under this Contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to MDCPS for the performance of this Contract, MDCPS shall have the right, upon written notice to Independent Contractor, to immediately terminate this Contract without damage, penalty, cost, or expense to MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

17. Price Adjustment.

A. Price Adjustment Methods. The Contract price may be changed only by written agreement of the parties. The value of any work covered by any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods:

- (1) Unit prices, if any, previously approved by the parties and specified in this Contract;
or
- (2) MDCPS may, at any time by written order, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if MDCPS decides that the change justifies an adjustment to

the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided for by written amendment to this Contract signed by both parties.

B. **Submission of Cost Pricing Data.** The Independent Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

18. Indemnification. MDCPS shall, at no time, be legally responsible for any negligence or wrongdoing by the Independent Contractor and/or its employees, servants, agents, contractors, and/or subcontractors. Independent Contractor agrees to indemnify, defend, save and hold harmless MDCPS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Independent Contractor and its employees, agents, contractors, and/or subcontractors in the performance of this Contract.

OR

Only, use this option with Independent Contractors that are State agencies or political subdivisions of the State:

18. Responsibility For Claims. Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this Agreement and caused by the party's own, principals, agents, employees, contractors or subcontractors while performing under this Agreement. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.

19. Insurance. Independent Contractor represents that it shall maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Independent Contractor shall, upon request, furnish MDCPS with a certificate of conformity providing the aforesaid coverage.

20. 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 a court of competent jurisdiction, Jackson, Hinds County, Mississippi. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.

21. Representation Regarding Contingent Fees. The 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 the Independent Contractor's bid, proposal, or herein.

22. Certification of Independent Price Determination. The Independent Contractor 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 competitor relating to those prices, the intention to submit a quote, bid, or proposal or the methods or factors used to calculate the its prices.

23. Representation Regarding Gratuities. The Independent Contractor represents that neither it nor any officer, employee, agent, subcontractor or other representative of the Independent Contractor has violated, or is violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

24. Procurement Regulations. The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201, or downloadable at <http://www.mspb.ms.gov>.

25. 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.

26. Stop Work Order.

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

(1) cancel the stop work order; or

(2) terminate the work covered by such order as provided in the “Termination for Cause” clause or the “Termination for Convenience” clause of this Contract.

B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment may be made in the delivery schedule or Independent Contractor’s price, or both. If the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this

Contract and the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract. If MDCPS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 13, Modification or Amendment, of this Contract.

C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for cause or convenience, the Independent Contractor may be paid the agreed upon price for any completed deliverable or service not previously tendered to MDCPS, provided that MDCPS accepts any such deliverable or service; or Independent Contractor may be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

D. Adjustment of Price. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this Contract.

27. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Deputy Commissioner of the Department of Child Protection Services. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Agency Head of MDCPS a written request for review. Pending final decision of the Agency Head of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Agency Head of the Department of Child Protection Services.

In a review before the Agency Head or designee, the Independent Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Agency Head on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.

28. Compliance with Laws. The Independent Contractor understands that MDCPS is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. The Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

29. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MDCPS is a public agency of the State of Mississippi and is subject to the

Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDCPS pursuant to the agreement and designated by the Independent Contractor in writing as trade secrets or other proprietary confidential information, MDCPS shall follow the provisions of Mississippi Code §§ 25-61-9 and 79-23-1 before disclosing such information. MDCPS shall not be liable to the Independent Contractor for disclosure of information required by court order by law.

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

31. Special Terms and Conditions. It is agreed and understood by each party to this Contract that there are no special terms and conditions.

32. Entire Agreement. It is understood and agreed that this Contract and the documents listed below constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The entire agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of, the following documents incorporated herein:

1. This Contract signed by the parties herein and any Exhibits attached hereto;
2. The Request for Proposals or Invitation for Bids and the Written Clarifications or Answers provided by MDCPS, dated _____.
(Note: if applicable.)

The documents are complementary, and what is required by one shall be binding as if required by all. A higher document shall supersede a lower order document to the extent necessary

to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in no event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order or priority, that is, the highest document begins with the first listed document (“1. _____”) and the lowest document is listed last (3. _____”).

OR

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

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

34. 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.

35. Notice. Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Returned Receipt Requested to the party to whom the notice should be given at the address set forth below:

Mississippi Department of Child Protection Services: David A Chandler, Commissioner
Mississippi Department of Child Protection Services
P.O. Box 346
Jackson, Mississippi 39205

Independent Contractor's Name: Representative's Name
Title
Address

For the faithful performance of the terms of this Contract, the parties hereto have caused this Contract to be executed by their undersigned authorized representatives.

Mississippi Department of Child Protection Services

INSERT Independent Contractor's Name

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: David A Chandler

Printed Name: _____

Title: Commissioner

Title: _____

Date: _____

Date: _____

Exhibit L
STATE OF MISSISSIPPI
MINORITY VENDOR SELF CERTIFICATION FORM

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

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor #s (if known): _____

MINORITY STATUS

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

Applicable

Not Applicable

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

Minority Business Enterprise

A (Asian Indian)

B (Asian Pacific)

C (Black American)

D (Hispanic American)

E (Native American)

Women Business Enterprise

M (Asian Indian)

N (Asian Pacific)

O (Black American)

P (Hispanic American)

Q (Native American)

R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Certified by: _____

Date: _____ Title: _____ Name Printed: _____

Issue Date March 31, 2002