



STATE OF MISSISSIPPI
Phil Bryant, Governor
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
Dr. David A. Chandler, Commissioner

Ms. Deane Mosley, Executive Director
Mississippi State Personnel Board
Personal Service Contract Review Board
210 East Capitol Street, Suite 800
Jackson, Mississippi 39201

Dear Ms. Mosley:

This letter is to provide PSCRB the following information as outlined in PSCRB Rules and Regulations effective July 1, 2016, **in Section 7-119 DHS or DCPS Personal Service Contracts:**

CONTRACTOR: Southern Christian Services for Children and Youth, Inc.

CONTRACT TERM: July 1, 2016-June 30, 2017

MODIFICATION: February 1, 2017

METHOD OF PROCUREMENT: RFP

TOTAL COST OF CONTRACT (including increase): \$114,999.72

PURPOSE OF CONTRACT MODIFICATION: To allow for unanticipated startup costs.

STATEMENT OF USEFULNESS FOR ESTABLISHING AND OPERATING DCPS:
N/A

COPY OF PROPOSED CONTRACTUAL AGREEMENT: Attached

If you have questions or need any additional information, please contact Brian Lewis at (601) 359-4495.

Sincerely,
DocuSigned by:

Kristi P. Platter, LCSW
C/C/B/06500453
David A. Chandler
Commissioner

MODIFICATION #1 CONTRACT AGREEMENT

REVISED 03/2016

**MODIFICATION NUMBER 1
TO THE AGREEMENT BY AND BETWEEN
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
AND
SOUTHERN CHRISTIAN SERVICES FOR CHILDREN AND YOUTH, INC.**

The following Amendment, effective February 1, 2017 is made a part of the contract, dated June 23, 2016 entered into by and between the Mississippi Department of Child Protection Services and Southern Christian Services for Children and Youth, Inc.

Now, therefore, in consideration of the mutual agreements to modify the original contract between them, MDHS and "Independent Contractor", do hereby agree that Paragraph 5 of said contract shall be modified to reflect the following:

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 One Hundred Fourteen Thousand Nine Hundred Ninety Nine Dollars and Seventy-Two Cents (\$114,999.72) for all products, services, salaries, travel, performances, costs, and expenses of whatever kind and nature of this Contract. Modification #1 increased by Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount One Hundred Fourteen Thousand Nine Hundred Ninety Nine Dollars and Seventy-Two Cents (\$114,999.72). (Exhibit C-1)

B. The Independent Contractor will bill MDHS for its services on a monthly basis. Following the satisfactory completion, as determined by MDHS, of its monthly services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS 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. MDHS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated 31-7-301, et. seq., which generally provides for payment of undisputed amounts by MDHS within forty-five (45) days of receipt of invoice.

REVISED 03/2016

All other terms, conditions, and provisions set out in the original contract other than those modified and amended, which are not in conflict with this Modification Number 1, shall remain in full force and effect for the duration of the contract.

IN WITNESS WHEREOF, the parties have executed this Modification Number 1, in duplicate, on the date appearing with their respective signature below.

**MISSISSIPPI DEPARTMENT OF CHILD
PROTECTION SERVICES**

**SOUTHERN CHRISTIAN SERVICES
FOR CHILDREN AND YOUTH, INC.**

By: _____
 Authorized Signature

By: _____
 Authorized Signature

Printed Name: Dr. David A. Chandler

Printed Name: Debbie Dobbins

Title: Commissioner

Title: Executive Director

Date: _____

Date: _____

EXHIBIT B

Modified Mississippi Settlement Agreement And Reform Plan

(See Mississippi Department of Human Services Website)

www.mdhs.state.ms.us

EXHIBIT C-1 BUDGET

Adoption Recruiting and Retention Program
Southern Christian Services for Children and Youth, Inc.
July 1, 2016 - June 30, 2017
Budget Narrative

Salaries

Adoption Recruiter \$1,538,4615 x 26 pay periods)	\$	40,000.00	
Adoption Placement Coordinator \$700 x 13 pay periods)	\$	9,100.00	
Supervision of Adoption Recruiter by Division Director of Therapeutic Foster Care and Adoption (percentage of annual salary) (\$192.3076 x 26 pay periods)	\$	5,000.00	
Total Salaries			\$ 54,100.00

Fringe Benefits

Social Security (6.20 % x salaries)	\$	3,354.20	
Medicare (1.45% x salaries)	\$	784.45	
Health Insurance (\$275 x 12 months x 1 staff + \$137.5 x 6 months x 1 staff)	\$	4,125.00	
Life Insurance (\$2.4 x 12 months x 1 staff + \$1.2 x 6 months x 1 staff)	\$	36.00	
Workers Comp Insurance (.024% x salaries)	\$	1,298.40	
Disability Insurance (.48 % x salaries)	\$	259.68	
Pension Fund Dues (\$40,000 x 11%)	\$	4,400.00	
Unemployment Insurance (2 % x \$7,000 x 1.5 staff)	\$	210.00	
Total Fringe Benefits			\$14,467.73

Travel

Employee Mileage (13,184.2 miles x .54 per mile)	\$	7,119.47	
Meals (\$41 per day x 8 days)	\$	328.00	
Lodging (\$110 per day x 8 days)	\$	880.00	
Conference Registration (\$150 x 1 staff)	\$	150.00	
Total Travel			\$8,477.47

Commodities

Office Supplies (\$90 per month x 6 months + \$175 x 6 months)	\$	1,590.00	
Program Supplies (\$150 per month x 6 months + \$735 x 6 months)	\$	5,310.00	
Total Commodities			\$6,900.00

Contractual

Utilities - Gas, water, electric, garbage, & pest control (\$50 per month x 12 months)	\$	600.00	
Rent (\$125 per month x12 months)	\$	1,500.00	
Telephone / Internet (\$50 per month x 12 months)	\$	600.00	
Building & Grounds Maintenance (\$25 per month x 12 months)	\$	300.00	
Equipment rental & usage fees- copier and postage machines (\$75 per month x 12 months)	\$	900.00	
Other Professional Fees (Bi-weekly Payroll and consulting) (\$25 per month x 12 months)	\$	300.00	
Website. Graphic Design and MS Heart Gallery fees - (\$2,000 in various fees for year)	\$	2,000.00	
Advertising - for Mississippi Heart Gallery, events and meetings (\$100 per month x 12 months)	\$	1,200.00	
Four Formal Presentation Events - Rental fees, food and beverages (\$500 per event x 4 events)	\$	2,000.00	
Thirteen Informational Meetings - Rental fees, food and beverages (\$250 per event x 13 events)	\$	3,250.00	
Postage (\$20 per month x 12 months)	\$	240.00	
Printing (\$250 per month x 6 months+ \$1,035 X 6 months)	\$	7,710.00	
Total Contractual			\$20,600.00

Total Direct Cost**\$104,545.20****Indirect Cost 10%****\$10,454.52****Total Cost****\$114,999.72**



Personal Service Contract Review Board
Form PSCRB-006
RFP EVALUATION FACTOR SCORING SHEET

Using the table below, provide a list of the evaluation factors used in scoring the procurement, the total number of points available for each factor, and the number of points awarded to each respondent for each evaluation factor. The total number of points awarded to each respondent should be provided at the bottom of this table. This scoring sheet must be submitted to the Personal Service Contract Review Board with contracts that use an RFP as a procurement method. If sub-categories are utilized in addition to the required factors below, a definition of the evaluation factor(s) and an explanation for the assigned weight(s) should be provided as well.

LIST OF EVALUATION FACTORS	DEFINITION OF FACTORS	WEIGHT OF FACTOR (percentage)	EXPLANATION OF WEIGHT ASSIGNED	Respondents/Points Awarded				
				Southern Christian Services	200 Million Flowers			
The plan for performing required services	A detailed narrative including ideas, procedures, strategies, action plans, milestones, and timelines that will be utilized to achieve the specific outcome(s) identified in the solicitation for services.	25%	Describing a detailed proposed plan of the required services and the completeness of the response is critical	25	25			
Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services	A detailed narrative that demonstrates the skills, expertise, means, capability, and capacity to successfully perform the services identified in the solicitation, including certifications, demonstrated proficiency, competencies, and records of past performance of proposed staff that will be assigned to perform the services.	20%	Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience) is very important	19	19			



Personal Service Contract Review Board
Form PSCRB-006
RFP EVALUATION FACTOR SCORING SHEET

LIST OF EVALUATION FACTORS	DEFINITION OF FACTORS	WEIGHT OF FACTOR (percentage)	EXPLANATION OF POINTS ASSIGNED	Respondents/Points Awarded				
				Southern Christian Services	200 Million Flowers			
The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting	A detailed narrative that demonstrates possession of adequate machinery, apparatus, appliances, technical instruments, and facilities to perform the service identified in the solicitation. The narrative should include statements regarding the respondent's commitment and the staff's availability to perform the services identified in the solicitation within the timeframe specified in the solicitation.	15%	The proposer abilities to perform the required services with financial resources at the time of contracting is important	15	13.33			
A record of past performance of similar work	A detailed narrative providing written evidence of successful completion of previous work that is of the same type or closely resembles the service identified in the solicitation.	15%	The proposer will provide past performance or similar work in scope, size or discipline is important	15	15			



Personal Service Contract Review Board
Form PSCRB-006
RFP EVALUATION FACTOR SCORING SHEET

LIST OF EVALUATION FACTORS	DEFINITION OF FACTORS	WEIGHT OF FACTOR (percentage)	EXPLANATION OF POINTS ASSIGNED	Respondents/Points Awarded				
				University of Mississippi	200 Million Flowers			
Price	Documentation of and methodology for calculation or the price formula used and the assessment of fees that will be charged to complete the services identified in the solicitation. The pricing structure should conform to the specifications contained in the solicitation.	25%	The proposer's ability to provide a reasonable price for the required services is critical	25	24.99			
Additional (optional) factors listed by agency	Definition provided by agency:							
Total Points Awarded		100%		99	97.32			



STATE OF MISSISSIPPI
Phil Bryant, Governor
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
Dr. David A. Chandler, Commissioner

May 17, 2016

Ms. Deanne Mosley, Executive Director
Mississippi State Personnel Board
Personal Service Contract Review Board
210 East Capitol Street, Suite 800
Jackson, Mississippi 39201

Dear Ms. Mosley:

The Mississippi Department of Human Services (MDHS) published RFP No. 2016ARRS003 on March 1, 2016. I am unaware of any protests concerning the procurement of the Adoption Recruitment and Retention Services as published in RFP No. 2016ARRS003. Adequate time to protest was granted to all prospective contractors.

MDHS also included the information necessary to request a debriefing regarding RFP No. 2016ARRS003, and the award sent to the prospective contractors. The letters were emailed on April 18, 2016. No requests for debriefing were received.

Please contact Brian Lewis at (601) 359-4495 if you need any additional information regarding this RFP notice.

Respectfully,

A handwritten signature in blue ink that reads "David A. Chandler".

David A. Chandler
Commissioner

DAC:BL:jb

Attachment

CONTRACT AGREEMENT

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES**

1. Parties. This Contract is made and entered into by and between the Division of Family & Children's Services, Mississippi Department of Human Services, hereinafter referred to as "MDHS," and Southern Christian Services for Children and Youth, Inc., hereinafter referred to as "Independent Contractor."

2. Purpose. MDHS 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 and activities as described in the "Scope of Services," attached hereto as Exhibit A and the "*Modified Mississippi Settlement Agreement and Reform Plan,*" attached hereto as Exhibit B, and incorporated herein by reference.

4. Period of Performance. The period of performance of services under this Contract shall begin on July 1, 2016 and end on June 30, 2017. Upon notification to Southern Christian Services for Children & Youth, Inc. by MDHS, at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by MDHS 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 MDHS does not intend to renew the contract, Southern Christian Services for Children and Youth, Inc. shall be notified at least ninety (90) days prior to the contract anniversary date.

5. Consideration and Method of Payment.

A. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed Eighty Nine Thousand Nine Hundred Ninety Nine Dollars and Forty Six Cents (\$89,999.46) 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 Eighty Nine Thousand Nine Hundred Ninety Nine Dollars and Forty Six Cents (\$89,999.46). (Exhibit C)

B. The Independent Contractor will bill MDHS for its services on a monthly basis. Following the satisfactory completion, as determined by MDHS, of its monthly services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS 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. MDHS 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 MDHS 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 MDHS 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 MDHS, the Independent Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any act of MDHS or the Independent Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS 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. MDHS 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 MDHS 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 MDHS 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 MDHS, its obligations under this Contract, or if Independent Contractor violates any of the covenants, agreements, or stipulations of this

Contract, MDHS 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 MDHS for damages sustained by MDHS by virtue of any breach of this Contract by Independent Contractor, and MDHS may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to MDHS 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 Executive Director of MDHS 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 Executive Director, 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 Executive Director may procure similar services in a manner and upon terms deemed appropriate by the Executive Director. 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 Executive Director, 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 MDHS shall be at the contract price. MDHS may withhold from amounts due the contractor such sums as the Executive Director deems to be necessary to protect MDHS against loss because of outstanding liens or claims of former lien holders and to reimburse MDHS 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 Executive Director 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 Executive Director of MDHS 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 MDHS 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 MDHS, 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 MDHS 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 MDHS. MDHS 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 MDHS may, when the interests of MDHS so require, terminate this contract in whole or in part, for the convenience of MDHS. 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

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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 MDHS upon completion or termination of this Contract. MDHS 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 MDHS.

12. Record Retention and Access to Records. Independent Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, 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 MDHS. 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 MDHS 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

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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 MDHS for the performance of this Contract, MDHS shall have the right, upon written notice to Independent Contractor, to immediately terminate this Contract without damage, penalty, cost, or expense to MDHS 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) MDHS 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 MDHS 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. MDHS 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 MDHS 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.

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.

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Independent Contractor shall, upon request, furnish MDHS 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 Division of Family & Children's Services, 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

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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 Division of Family & Children's Services 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 MDHS 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 MDHS, provided that MDHS 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 Director of the Division of Family & Children's 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 Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division of Family & Children's Services.

In a review before the Executive Director 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 Executive Director 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 MDHS 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 MDHS 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 MDHS pursuant to the agreement and designated by the Independent Contractor in writing as trade secrets or other proprietary confidential information, MDHS shall follow the provisions of Mississippi Code §§ 25-61-9 and 79-23-1 before disclosing such information. MDHS 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 and the Written Clarifications or Answers provided by MDHS, dated March 1, 2016.

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. This Contract signed by the parties herein and any Exhibits attached hereto”) and the lowest document is listed last (3. The Request for Proposals and the Written Clarifications or Answers provided by MDHS, dated March 1, 2016”).

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

Revised 03/2016

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 Human Services:** Dr. David A. Chandler, Executive Director
Division of Family & Children's Services
P.O. Box 352
Jackson, Mississippi 39205

**Southern Christian
Services:** Debbie Dobbins, Executive Director
860 East River Place, Suite 104
Jackson, Mississippi 39202

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.

**Division of Family & Children Services/MS
Department of Human Services**

By: _____

Authorized Signature

Printed Name: Dr. David A. Chandler

Title: Executive Director

Date: _____

**Southern Christian Services for Children
& Youth, Inc.**

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Southern Christian Services for Children & Youth, Inc.
Scope of Services
July 1, 2016- June 30, 2017

Part 1

The Independent Contractor shall develop a gallery of professional pictures of children/youth who are free for adoption and who are in need of permanent families. This gallery of pictures shall be posted online at websites agreed upon by the Independent Contractor and MDHS/DFCS, as well as a physical gallery that can be displayed at events across the state.

- The Independent Contractor shall coordinate with agency staff to schedule photo shoots with the youth who are free for adoption and who are in need of permanent resource families.
- The Independent Contractor will explain to youth all that this recruitment effort will entail, all the ways their pictures and information will be used, and secure the youth's written permission prior to taking pictures.
- The Independent Contractor will photograph youth in care and write professional biographical sketches to be used for recruitment.
- The Independent Contractor will submit all documents to MDHS/DFCS for review and approval prior to submitting to any media outlet.
- The Independent Contractor will present all children who are free for adoption and who are in need of permanent families a minimum of one (1) time throughout the duration of the contract year.
- The Independent Contractor will match a minimum of four (4) children, who are free for adoption and who are in need of permanent homes, with resource families.

Part 2

The Independent Contractor shall **provide community awareness and education throughout the state regarding the needs of children in foster care**. Further, targeted recruitment will be conducted by utilizing community partners to reach potential resource parents who have the knowledge, skills and abilities to parent children with histories of trauma, loss, and grief and who have special needs that may be challenging to meet. Follow-up services will be provided to all inquiries. The Independent Contractor will demonstrate knowledge of the specific needs of children in foster care, and the skills and

abilities that resource parents will need in order to meet these needs.

- The Independent Contractor will collaborate with churches, schools, medical and mental health facilities, and other community partners, to reach the targeted group of families who have the potential to parent special needs children in care.
- The Independent Contractor will conduct a minimum of four (4) events (two [2] in North, MS and two [2] in South, MS), independent of established community events, where all children who are free for adoption and who are in need of permanent families are presented.
- The Independent Contractor will conduct a minimum of one (1) informational meeting per MDHS/DFCS region with families who express an interest in becoming resource families.
- The Independent Contractor will recruit a minimum of two (2) resource families per month.
- The Independent Contractor will assist families with applying to become licensed as resource homes with the child-placing agency that would be the best fit for that family.
- The Independent Contractor will follow up with new resource family applicants to ensure they have access to all the information, training, and agency staff needed in order to complete the licensing process.

Part 3

The Independent Contractor will complete SAFE Home Studies to assist in the timely licensing of newly recruited resource homes. This applies to resource family applicants in the Independent Contractor's immediate service area only. The Independent Contractor will coordinate with the Adoption Director to ensure SAFE Home Studies are completed for resource family applicants outside of the Independent Contractor's immediate service area.

- The Independent Contractor will ensure that it has staff members that are qualified to complete SAFE Home Studies.
- Independent Contractor will describe its criteria for a quality home study and its quality assurance process.
- The Independent Contractor will submit a sample home study to be reviewed. The home study must comply with all SAFE standards.
- The Independent Contractor will comply with home study criteria established by

MDHS/DFCS.

- Independent Contractor may include a reimbursement rate based on timeframes (i.e. home study completed in 30 days, 60 days, 90 days, etc.). The proposed rates submitted by all qualified respondents will be used to calculate a statewide rate for all contracts. The highest and lowest of the proposed rates will be discarded and an average will be taken of the remainder to determine the statewide rate.
- The Independent Contractor will assist all resource parents in being integrated into the MDHS/DFCS foster/adopt system by introducing them to staff in their local area and assisting in bridging any gaps that may exist between staff and the newly licensed home.
- The Independent Contractor shall define the geographic area to be served by the contractor.

Measurable Objectives:

MDHS/DFCS has developed the following list of performance measures to reflect the scope of services. These measures may change depending on knowledge gained from program evaluations and/or additional funding that might become available in future years. All changes are subject to the approval of the MDHS/DFCS.

MDHS/DFCS will compare baseline data of previously licensed resource homes with data of homes licensed through this contract. The following outcome data will influence the decision to renew or continue with this initiative: (*) number of homes being licensed, (*) length of time it takes to license a home, (*) policy violations, (*) maltreatment in care rates, (*) retention rate of newly licensed homes.

The Independent Contractor will submit monthly reports to the Adoption Director that include the following information:

Part 1

- The Independent Contractor's monthly report will document the names, statuses of professional photos, statuses of biographical sketches, statuses of website listings, recruitment plans, etc. of all children who are presented during the respective month.
- The Independent Contractor's will submit signed Affidavits from each child photographed for websites and galleries. In addition, the Independent Contractor will submit signed permission forms from MDHS/DFCS staff with the monthly report.

- The Independent Contractor's monthly report will document information on child/family matches and inquiries in the monthly report.
- The Independent Contractor will maintain a collection of Success Stories that can be accessed as needed and submitted at the end of the contract year.

Part 2

- The Independent Contractor's monthly report will document information on events hosted, events attended, and regional informational meetings hosted to recruit or prepare families for being resource families. Documentation will include event name, date, time, location, agenda, families attended, and outcomes. In addition, sign-in sheets, agendas, and advertisements will be submitted as supporting documentation.
- The Independent Contractor's monthly report will document the names of new resource family applicants, date of initial application, agency licensing the home, date PATH training is scheduled to begin, date SAFE Home Study is schedule to begin, and other information that is pertinent to the licensing process.
- The Independent Contractor's monthly report will document the names of newly recruited resource families who have become licensed.
- The Independent Contractor's monthly report will document the names newly recruited resource families who do not complete the licensing process and provide details on when and why the families exited the program.
- The Independent Contractor's monthly report will include a detailed schedule of events for the following month.

Part 3

- The Independent Contractor will submit documentation that all staff members conducting home studies are Licensed Social Workers with two years of experience and have been fully trained in the SAFE Home Study process. All home studies will be reviewed and approved by a Masters level Licensed Social Worker.
- The Independent Contractor's monthly report will document all home studies assigned, date assigned, home study statuses, and date completed home studies are submitted to the MDHS/DFCS for approval or denial.
- The Independent Contractor' monthly report will briefly narrate the process by which new families were integrated into the foster/adopt system in the MDHS/DFCS region where the family is licensed.

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

Modified Mississippi Settlement Agreement And Reform Plan

(See Mississippi Department of Human Services Website)
www.mdhs.state.ms.us

EXHIBIT C

BUDGET

Adoption Recruiting and Retention Program
Southern Christian Services for Children and Youth, Inc.
July 1, 2016 - June 30, 2017
Budget Narrative

Salaries			
Adoption Recruiter	\$	42,500.00	
Total Salaries			\$ 42,500.00
Fringe Benefits			
Social Security (6.20 % x salaries)	\$	2,635.00	
Medicare (1.45 x salaries)	\$	616.25	
Health Insurance (\$275 x 12 months)	\$	3,300.00	
Life Insurance (\$2.4 x 12 months)	\$	28.80	
Workers Comp Insurance (.024 x salaries)	\$	1,020.00	
Disability Insurance (.48 % x salaries)	\$	204.00	
Pension Fund Dues (\$42,5000 x 11%)	\$	4,675.00	
Unemployment Insurance (2 % x \$7,000)	\$	140.00	
Total Fringe Benefits			\$12,619.05
Travel			
Employee Mileage (12,316 miles x .54 per mile)	\$	6,650.64	
Meals (\$41 per day x 8 days)	\$	328.00	
Lodging (\$110 per day x 10 days)	\$	800.00	
Conference Registration (\$150 x 1 staff)	\$	150.00	
Total Travel			\$7,928.64
Commodities			
Office Supplies (\$90 per month x 12 months)	\$	1,080.00	
Program Supplies (\$150 per month x 12 months)	\$	1,800.00	
Total Commodities			\$2,880.00
Contractual			
Utilities - Gas, water, electric, garbage, & pest control (\$50 per month x 12 months)	\$	600.00	
Rent (\$125 per month x12 months)	\$	1,500.00	
Telephone / Internet (\$50 per month x 12 months)	\$	600.00	
Building & Grounds Maintenance (\$25 per month x 12 months)	\$	300.00	
Equipment rental & usage fees- copier and postage machines (\$75 per month x 12 months)	\$	900.00	
Other Professional Fees (Bi-weekly Payroll and consulting) (\$25 per month x 12 months)	\$	300.00	
Website. Graphic Design and MS Heart Gallery fees - (\$2,000 in various fees for year)	\$	2,000.00	
Advertising - for Mississippi Heart Gallery, events and meetings (\$100 per month x 12 months)	\$	1,200.00	
Four Formal Presentation Events - Rental fees, food and beverages (\$500 per event x 4 events)	\$	2,000.00	
Thirteen Informational Meetings - Rental fees, food and beverages (\$250 per event x 13 events)	\$	3,250.00	
Postage (\$20 per month x 12 months)	\$	240.00	
Printing (\$250 per month x 12 months)	\$	3,000.00	
Total Contractual			\$15,890.00
Total Direct Cost			\$81,817.69
Indirect Cost 10%			\$8,181.77
Total Cost			\$89,999.46

W-9

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Southern Christian Services for Children and Youth, Inc.

Business name, if different from above

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
860 East River Place, Suite 104

City, state, and ZIP code
Jackson, MS 39202

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number			
or			
Employer identification number	64	0758344	

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here Signature of U.S. person ▶ *Dellie Dollie* Date ▶ *1/15/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**INSURANCE
INFORMATION**

E-VERIFY



Company ID Number:

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Southern Christian Services (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number:

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number:

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number:

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(f)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number:

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number:

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number:

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number:

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number:

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number:

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number:

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number:

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify



Company ID Number:

Approved by:

Employer Southern Christian Services for Children & Youth, Inc.	
Name (Please Type or Print) Deidre Whitton	Title Director of Human Resources
Signature <i>Deidre Whitton</i>	Date 1/5/15
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Southern Christian Services for Children & Youth, Inc.
Company Facility Address	860 East River Place, Suite 104 Jackson, MS 39202
Company Alternate Address	
County or Parish	Hinds County
Employer Identification Number	64-0758344
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	87
Number of Sites Verified for	1

**FEDERAL DEBARMENT
VERIFICATION REQUIREMENT
FORM**

Exhibit D

FDVR FORM
REVISED OCTOBER 13, 2015

FEDERAL DEBARMENT VERIFICATION REQUIREMENT

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

DIVISION OF FAMILY & CHILDREN'S SERVICES

Debbie Dobbins, hereby certifies that Southern Christian Services
Contractor's Authorized Official Contractor's

for Children and Youth, Inc is not on the list for federal debarment on www.sam.gov – System
Name

for Award Management (SAM). If Southern Christian Services for Children and Youth, Inc. is placed on the
Contractor's Name

federal debarment list, Debbie Dobbins shall notify the
Contractor's Authorized Official

appropriate funding division(s) of the Mississippi Department of Human Services
(MDHS) within 24 hours (Monday-Friday). Further, MDHS Family & Children's Services will
immediately terminate the subgrant(s)/contract(s) between MDHS Family & Children's Services
and
Contractor's Name

Debbie Dobbins/Executive Director
Authorized Official's Typed Name/Title

Debbie Dobbins 3/24/16 (No stamped signature)
Signature of Authorized Official Date

Debbie Dobbins
Witness

Nancy Brewer
Witness

Exhibit E

PDV FORM
REVISED OCTOBER 13, 2015

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY & CHILDREN'S SERVICES
PARTNERSHIP DEBARMENT VERIFICATION**

Southern Christian Services for Children and Youth, Inc., hereby certifies that all entities who are in partnership with
Contractor's Name

MDHS (subcontractors, subrecipients, et al.) are not on the list for debarment found in the Excluded Parties List System (EPLS), now known as System for Award Management (SAM).

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 subgrant and modification to the

MDHS Family & Children's Services. Southern Christian Services for Children and Youth, Inc. also understands

Contractor's Name
that if an entity that we are in partnership with is on SAM, we will immediately terminate our agreement with the subcontractor, subrecipient, et al.

Debbie Dobbins/Executive Director (No stamped signature)
Authorized Official's Typed Name/Title

Allie Collins
Signature of Authorized Official

3/24/16
Date

Debbie Dobbins
Witness

Nancy T Brewer
Witness

**PROPRIETARY
INFORMATION**

Exhibit C

Proprietary Information Form

Did the proposer submit any information to the agency for the Adoption Recruitment and Retention 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 X No _____

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

- 1. Budget
- 2. Resumes
- 3.
- 4.
- 5.

OLLIE OLLIV, Executive 3/24/16 (No stamped signature)
Signature of Authorized Official/ Title Date
Director

Southern Christian Services for Children and Youth, Inc.
Name of Organization

EVALUATIONS

- **Score Sheet**
- **Evaluation Panel Sign-in Sheet**
- **Evaluation Form(s)**

Request for Proposal
#2016ARRS003
Proposers' Budget

Proposer No.	Name of Proposer	Proposed Budget Amount
1	Southern Christian Services	\$89,999.46
2	200 Million Flowers	\$90,000.00
Total		\$179,999.46

RFP REVIEW/EVALUATION PANEL SIGN IN SHEET
 MARCH 19, 2014

RFP REVIEW/EVALUATION PANEL SIGN IN SHEET

MHHS/DIVISION OF FAMILY & CHILDREN'S SERVICES
RFP #2016ARRS003

Proposal Reviews - 3rd Floor Conference Room

Date: 4/6/2016

#	Review Panel Member Name	Signature	Division	Phone Extension
0001	<i>Suey Wilson</i>	<i>Suey Wilson</i>	DFCS	4475
0002	<i>Terrence Madico</i>	<i>Terrence Madico</i>	DFCS	4709
0003	<i>Terrence Robinson</i>	<i>Terrence Robinson</i>	DFCS	4754
0004				
0005				
0006				
0007				
0008				
0009				
0010				
0011				
0012				

CONFLICT OF INTEREST STATEMENT
REVISED MARCH 6, 2014

CONFLICT OF INTEREST STATEMENT
REQUEST FOR PROPOSALS
RFP #2016ARRS003

I acknowledge that I have been appointed to conduct reviews of proposals received under the solicitation cited above. I have been briefed about my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews. I have also been briefed on the conflict of interest rules adopted by the Mississippi Department of Human Services, Division of F&CS and currently in effect.

I do not have a conflict of interest, personal, or organizational, real or apparent, in participating in this procurement. If during the course of reviewing the proposals received in response to this solicitation, I become aware of an actual or possible conflict of interest, I will notify the RFP Chairperson of the review/evaluation panel and seek his/her advice on withdrawing from the review/evaluation panel.

Reviewer Printed Name Suzy Hubbard

Reviewer Signature Suzy Hubbard Date 4/6/16

CONFLICT OF INTEREST STATEMENT
REVISED MARCH 6, 2014

CONFLICT OF INTEREST STATEMENT
REQUEST FOR PROPOSALS
RFP #2016ARRS003

I acknowledge that I have been appointed to conduct reviews of proposals received under the solicitation cited above. I have been briefed about my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews. I have also been briefed on the conflict of interest rules adopted by the Mississippi Department of Human Services, Division of DFCS and currently in effect.

I do not have a conflict of interest, personal, or organizational, real or apparent, in participating in this procurement. If during the course of reviewing the proposals received in response to this solicitation, I become aware of an actual or possible conflict of interest, I will notify the RFP Chairperson of the review/evaluation panel and seek his/her advice on withdrawing from the review/evaluation panel.

Reviewer Printed Name Emmanuel Macrebo

Reviewer Signature Emmanuel Macrebo Date 4/06/2016

CONFLICT OF INTEREST STATEMENT
REVISED MARCH 6, 2014

CONFLICT OF INTEREST STATEMENT
REQUEST FOR PROPOSALS
RFP #2016ARRS003

I acknowledge that I have been appointed to conduct reviews of proposals received under the solicitation cited above. I have been briefed about my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews. I have also been briefed on the conflict of interest rules adopted by the Mississippi Department of Human Services, Division of Family & Children and currently in effect.

I do not have a conflict of interest, personal, or organizational, real or apparent, in participating in this procurement. If during the course of reviewing the proposals received in response to this solicitation, I become aware of an actual or possible conflict of interest, I will notify the RFP Chairperson of the review/evaluation panel and seek his/her advice on withdrawing from the review/evaluation panel.

Reviewer Printed Name Temcula Robinson

Reviewer Signature Temcula Robinson Date 4/6/14

APPLICATION FOR REVIEW/EVALUATION PANEL
REVISED SEPTEMBER 10, 2015

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF DFCS

APPLICATION FOR REVIEW/EVALUATION PANEL

RFP No.: 2016ARRS003 Date: 4/6/16

Name: Suzy Hubbard

Sex: F Race: W

Job Title: Project Officer IV Division: DFCS

Work Mailing Address: 750 N. State St., Jackson, MS 39202

Work Telephone No. : 601-359-4475

Work Assignment/Experience: Have been participating in RFP reviews for over 8 years

Do you currently serve as a board member of a non-profit, community-based or private organization?

Yes (please list) _____

No

Statement of Confidentiality

I, the undersigned, serving as a member of the Review/Evaluation Panel for the above proposal, agree that the proceedings of the Review/Evaluation Panel are the information of members only and shall be regarded as confidential. In practice this means that access to all papers, including applications, is limited to members of the Review/Evaluation Panel. Deliberations and recommendations shall not be discussed with persons outside the panel without specific authority of the Director/Administrator convening the panel. Decisions reached by the Review/Evaluation Panel are confidential until announced formally through the appropriate Agency channels.

APPLICATION FOR REVIEW/EVALUATION PANEL
REVISED SEPTEMBER 10, 2015

Public Records Act

The Mississippi Department of Human Services has received and expects to continue to receive requests from the public for the release of information regarding proposals. These requests for disclosure may include the following information:

- Names of persons or organizations who submitted proposals
- Copies of the proposals
- Names of persons or organizations receiving funding
- Names of persons or organizations not receiving funding
- Individual and cumulative scores received by all proposers
- Amounts of contract awards, if any
- Names of contact persons, mailing addresses, phone numbers
- Other information related to the proposal or contract agreement
- Names of reviewers for the proposal

This is public information under the Mississippi Public Records Act and is subject to disclosure to the public. Please complete the section below stating whether you want your name released to the public.

Please Initial One:

I do not want my name released to the public. You may release my name to the public.

I have read the above.

Reviewer Printed Name Suzy Hubbard

Reviewer Signature Suzy Hubbard Date 4/6/16

Witness Jerrika Brantley Date 4/6/2016

For Division of Family & Children's Services **Use Only:**

Name of Person: Suzy Hubbard

Number Assigned:

0	0	0	1
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APPLICATION FOR REVIEW/EVALUATION PANEL
REVISED SEPTEMBER 10, 2015

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF Family & Children's Services

APPLICATION FOR REVIEW/EVALUATION PANEL

RFP No.: 002 20168ARS003 Date: 04/06/2016

Name: Emmanuel Maciebo

Sex: male Race: Black

Job Title: Accountant/Analyst II Division: Budget/Accounting

Work Mailing Address: 750 North State Street Jackson MS

Work Telephone No.: 601-359-4709

Work Assignment/Experience: Accounting / over ten years

Do you currently serve as a board member of a non-profit, community-based or private organization?

Yes (please list) NOT applicable

No

Statement of Confidentiality

I, the undersigned, serving as a member of the Review/Evaluation Panel for the above proposal, agree that the proceedings of the Review/Evaluation Panel are the information of members only and shall be regarded as confidential. In practice this means that access to all papers, including applications, is limited to members of the Review/Evaluation Panel. Deliberations and recommendations shall not be discussed with persons outside the panel without specific authority of the Director/Administrator convening the panel. Decisions reached by the Review/Evaluation Panel are confidential until announced formally through the appropriate Agency channels.

APPLICATION FOR REVIEW/EVALUATION PANEL
REVISED SEPTEMBER 10, 2015

Public Records Act

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- Copies of the proposals
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- Names of persons or organizations not receiving funding
- Individual and cumulative scores received by all proposers
- Amounts of contract awards, if any
- Names of contact persons, mailing addresses, phone numbers
- Other information related to the proposal or contract agreement
- Names of reviewers for the proposal

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Please Initial One:

I do not want my name released to the public. You may release my name to the public.

I have read the above.

Reviewer Printed Name Emmanuel Ma diebo

Reviewer Signature Emmanuel Ma diebo Date 4/6/2016

Witness Jerrika Brantley Date 4/6/2016

For Division of <u>Family & Children's Services</u>	Use Only:				
Name of Person: <u>Emmanuel Ma diebo</u>					
Number Assigned:	<table border="1"> <tr> <td>0</td> <td>0</td> <td>0</td> <td>2</td> </tr> </table>	0	0	0	2
0	0	0	2		

APPLICATION FOR REVIEW/EVALUATION PANEL
REVISED SEPTEMBER 10, 2015

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF Family & Children

APPLICATION FOR REVIEW/EVALUATION PANEL

RFP No.: 2016 ARS 003 Date: 4/6/16

Name: Teneula Robinson

Sex: Female Race: _____

Job Title: Program Manager Division: Family & Children

Work Mailing Address: 750 North State St.

Work Telephone No. : 601-359-4754

Work Assignment/Experience: _____

Do you currently serve as a board member of a non-profit, community-based or private organization?

Yes (please list) _____

No

Statement of Confidentiality

I, the undersigned, serving as a member of the Review/Evaluation Panel for the above proposal, agree that the proceedings of the Review/Evaluation Panel are the information of members only and shall be regarded as confidential. In practice this means that access to all papers, including applications, is limited to members of the Review/Evaluation Panel. Deliberations and recommendations shall not be discussed with persons outside the panel without specific authority of the Director/Administrator convening the panel. Decisions reached by the Review/Evaluation Panel are confidential until announced formally through the appropriate Agency channels.

APPLICATION FOR REVIEW/EVALUATION PANEL
REVISED SEPTEMBER 10, 2015

Public Records Act

The Mississippi Department of Human Services has received and expects to continue to receive requests from the public for the release of information regarding proposals. These requests for disclosure may include the following information:

- Names of persons or organizations who submitted proposals
- Copies of the proposals
- Names of persons or organizations receiving funding
- Names of persons or organizations not receiving funding
- Individual and cumulative scores received by all proposers
- Amounts of contract awards, if any
- Names of contact persons, mailing addresses, phone numbers
- Other information related to the proposal or contract agreement
- Names of reviewers for the proposal

This is public information under the Mississippi Public Records Act and is subject to disclosure to the public. Please complete the section below stating whether you want your name released to the public.

Please Initial One:

I do not want my name released to the public. You may release my name to the public.

I have read the above.

Reviewer Printed Name Temcula Robinson

Reviewer Signature Temcula Robinson Date 4/6/16

Witness Jerrika Brantley Date 4/6/2016

For Division of <u>Family & Children's Services</u>	Use Only:				
Name of Person: <u>Temcula Robinson</u>					
Number Assigned:	<table border="1"> <tr> <td>0</td> <td>0</td> <td>0</td> <td>3</td> </tr> </table>	0	0	0	3
0	0	0	3		

CONFIDENTIALITY/NON-DISCLOSURE STATEMENT
REVISED MARCH 6, 2014

CONFIDENTIALITY/NON-DISCLOSURE STATEMENT
REQUEST FOR PROPOSALS (RFP)
RFP #2016ARRS003

I will not disclose any information obtained in reviewing proposals under this solicitation to anyone not also participating in this review. Specifically, I will not disclose the number of respondents to the solicitation; the names of individuals and organizations that respond; nor will I disclose any information from technical or cost/pricing submissions of these offerors; except to other reviewers officially assigned to this solicitation.

Finally, if anyone outside the official review chain seeks information about the procurement, I will not supply any information but will refer him or her to Jerrika Brantley, RFP Chairperson.

Reviewer Printed Name Emmanuel Maduebo

Reviewer Signature Emmanuel Maduebo Date 04/06/2016

CONFIDENTIALITY/NON-DISCLOSURE STATEMENT
REVISED MARCH 6, 2014

CONFIDENTIALITY/NON-DISCLOSURE STATEMENT
REQUEST FOR PROPOSALS (RFP)
RFP #2016ARRS003

I will not disclose any information obtained in reviewing proposals under this solicitation to anyone not also participating in this review. Specifically, I will not disclose the number of respondents to the solicitation; the names of individuals and organizations that respond; nor will I disclose any information from technical or cost/pricing submissions of these offerors; except to other reviewers officially assigned to this solicitation.

Finally, if anyone outside the official review chain seeks information about the procurement, I will not supply any information but will refer him or her to Jerrika Brantley, RFP Chairperson.

Reviewer Printed Name Teracula Robinson

Reviewer Signature Teracula Robinson Date 4/6/16

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
Division of Family & Children's Services
RFP#2016ARRS003
PROPOSAL EVALUATION AND COMMENT FORM

Date: 4/6/16

Proposer Name/Organization: Southern Christian Svcs Proposer # 001

Name of Evaluation Panel Member: Suzy Hubbard Panel Member Number: 001
 (Print)

Circle the appropriate point values and place the total score in the last column for each selection criteria. NOTE: The Total Score must be in agreement with the Panel Member's Comments. Comments are **MANDATORY** for each criterion section.

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 1 - Description of Required Services (25 Points)				
(a) Proposer provided plan for performing the required services that includes an understanding of the project and its objectives.	0	5	10	10
(b) Proposer provided description of how the services will be performed.	0	8	15	15

25

Comments (i.e., include any missing information and specific detail): Proposer clearly and thoroughly outlined services that will be provided
 (Print)

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 2 - Agency Experience (20 Points)				
(a) Proposer provided evidence of ability to provide the required services to include timeline.	0	2	5	5
(b) Proposer provided evidence of ability to provide the required services to include education.	0	2	5	5
(c) Proposer provided evidence of ability to provide the required services to include general experience.	0	5	10	10

20

Comments (i.e., include any missing information and specific detail): All criteria was included and
 (Print) clearly defined

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP# 2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 3 - Financial Resources & Personnel (15 Points)				
(a) Proposer provided evidence of current personnel to include resumes.	0	2	5	5
(b) Proposer provided evidence of financial resources (i.e., facilities & equipment) to perform the required services or demonstrated to be able available at the time of contracting.	0	5	10	10

15

Comments (i.e., include any missing information and specific detail): all criteria was provided
 (Print)
in good detail

Mississippi Department of Human Services
 Division of Family & Children's Service
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 4 - Record of Past Performance (15 Points)				
Proposer provided a description of past performance of same or similar work in scope, size of required services within the past three (3) years.	0	8	15	15

Comments (i.e., include any missing information and specific detail):

Past performance was well documented.

Print

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP# 2016ARRS003

Selection Criteria				Total Score
Criterion 5 - Cost (25 Points)				
Amount (Utilizing the formula for evaluating cost-Exhibit I).				25

Comments (i.e., include any missing information and specific detail): _____
 _____ (Print)

OVERALL Additional Comments: *It is obvious this proposer has had a wealth of experience in child services. Proposal was well organized and detailed.*
 _____ (Print)

Evaluation Panel Member's Signature *Steph Hubbard*

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
Division of Family & Children's Services
RFP#2016ARRS003
PROPOSAL EVALUATION AND COMMENT FORM
 Date: 4/6/2016

Proposer Name/Organization: Southern Christian Services for Children/Youth, Inc. Proposer # 01
 Name of Evaluation Panel Member: Emmanuel Madiebo Panel Member Number: 002
 (Print)

Circle the appropriate point values and place the total score in the last column for each selection criteria. NOTE: The Total Score must be in agreement with the Panel Member's Comments. Comments are **MANDATORY** for each criterion section.

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 1 - Description of Required Services (25 Points)				
(a) Proposer provided plan for performing the required services that includes an understanding of the project and its objectives.	0	5	10	10
(b) Proposer provided description of how the services will be performed.	0	8	15	15

25

Comments (i.e., include any missing information and specific detail): showed understanding of the project and its objectives as stated in the RFP. The description of how the services will be documented was well noted by the proposer.
 (Print)

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP# 2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 2 - Agency Experience (20 Points)				
(a) Proposer provided evidence of ability to provide the required services to include timeline.	0	2	5	2
(b) Proposer provided evidence of ability to provide the required services to include education.	0	2	5	5
(c) Proposer provided evidence of ability to provide the required services to include general experience.	0	5	10	10

17

Comments (i.e., include any missing information and specific detail): Evidence of ability to provide the
required services was well documented but the proposer
(Print)
failed to indicate the or include timeline as required. Evidence
of education and general experience were noted by the proposer.

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS0003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 3 - Financial Resources & Personnel (15 Points)				
(a) Proposer provided evidence of current personnel to include resumes.	0	2	5	5
(b) Proposer provided evidence of financial resources (i.e., facilities & equipment) to perform the required services or demonstrated to be able available at the time of contracting.	0	5	10	10

Comments (i.e., include any missing information and specific detail): _____
 _____ (Print)
 Proposer provided evidence of current personnel/financial resources.

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP# 2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 4 - Record of Past Performance (15 Points)				
Proposer provided a description of past performance of same or similar work in scope, size of required services within the past three (3) years.	0	8	15	15

Comments (i.e., include any missing information and specific detail): *Proposer provided a description of past performance of same or similar work as required.*
(Print)

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP# 2016ARRS003

Selection Criteria				Total Score
Criterion 5 - Cost (25 Points)				
Amount (Utilizing the formula for evaluating cost-Exhibit I).				25

Comments (i.e., include any missing information and specific detail):

(Print)

OVERALL Additional Comments:

(Print)

*The proposals provided all that
 are required with the exception of time line requirement.*

Evaluation Panel Member's Signature

Emmanuel Pacheco

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
 Division of Family & Children's Services
 RFP#2016ARRS003
 PROPOSAL EVALUATION AND COMMENT FORM**

Date: 4/6/16

Proposer Name/Organization: Southern Christian Services

Proposer # 1

Name of Evaluation Panel Member: Temula Robinson
 (Print)

Panel Member Number: 003

Circle the appropriate point values and place the total score in the last column for each selection criteria. NOTE: The Total Score must be in agreement with the Panel Member's Comments. Comments are **MANDATORY** for each criterion section.

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 1 - Description of Required Services (25 Points)				
(a) Proposer provided plan for performing the required services that includes an understanding of the project and its objectives.	0	5	10	15
(b) Proposer provided description of how the services will be performed.	0	8	15	15

25

Comments (i.e., include any missing information and specific detail): Fr

Criteria information can be found under Feb 10th C.

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP# 2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 2 - Agency Experience (20 Points)				
(a) Proposer provided evidence of ability to provide the required services to include timeline.	0	2	5	5
(b) Proposer provided evidence of ability to provide the required services to include education.	0	2	5	5
(c) Proposer provided evidence of ability to provide the required services to include general experience.	0	5	10	10

20

Comments (i.e., include any missing information and specific detail): Criterion 2 can be found under tabs C and D.
 (Print)

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 3 - Financial Resources & Personnel (15 Points)				
(a) Proposer provided evidence of current personnel to include resumes.	0	2	5	5
(b) Proposer provided evidence of financial resources (i.e., facilities & equipment) to perform the required services or demonstrated to be able available at the time of contracting.	0	5	10	10

15

Comments (i.e., include any missing information and specific detail): Criterion 3 can be found under tabs E & I.
 (Print)

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP# 2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 4 - Record of Past Performance (15 Points)				
Proposer provided a description of past performance of same or similar work in scope, size of required services within the past three (3) years.	0	8	15	15

15

Comments (i.e., include any missing information and specific detail):

Criterion 4 can be found under tab 10.

(Print)

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria				Total Score
Criterion 5 - Cost (25 Points) Amount (Utilizing the formula for evaluating cost-Exhibit I).			25	

Comments (i.e., include any missing information and specific detail): Criterion 5 was found under tab I.
 (Print)

OVERALL Additional Comments: Information was clear and found easily
 (Print)

Evaluation Panel Member's Signature Jemcula Robinson

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
Division of Family & Children's Services
RFP#2016ARRS003
PROPOSAL EVALUATION AND COMMENT FORM

Date: 4/6/16

Proposer Name/Organization: 200 Million Flowers

Proposer # 002

Name of Evaluation Panel Member: Suzy Hubbard
 (Print)

Panel Member Number: 001

Circle the appropriate point values and place the total score in the last column for each selection criteria. NOTE: The Total Score must be in agreement with the Panel Member's Comments. Comments are **MANDATORY** for each criterion section.

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 1 - Description of Required Services (25 Points)				
(a) Proposer provided plan for performing the required services that includes an understanding of the project and its objectives.	0	5	10	10
(b) Proposer provided description of how the services will be performed.	0	8	15	15

25

Comments (i.e., include any missing information and specific detail): Good detail and description
 of services
 (Print)

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 2 - Agency Experience (20 Points)				
(a) Proposer provided evidence of ability to provide the required services to include timeline.	0	2	5	5
(b) Proposer provided evidence of ability to provide the required services to include education.	0	2	5	5
(c) Proposer provided evidence of ability to provide the required services to include general experience.	0	5	10	10

20

Comments (i.e., include any missing information and specific detail): *Very good detail describing*

Agency experience & services. Outlined very well. They stressed how they would educate & discuss one on one with children on their methods for promoting adoption.

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 3 - Financial Resources & Personnel (15 Points)				
(a) Proposer provided evidence of current personnel to include resumes.	0	2	5	5
(b) Proposer provided evidence of financial resources (i.e., facilities & equipment) to perform the required services or demonstrated to be able available at the time of contracting.	0	5	10	10

15

Comments (i.e., include any missing information and specific detail): All personnel information was
(Print)
included. The outline of their budget narrative
Shows what they are financially able to contribute
to their services.

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 4 - Record of Past Performance (15 Points)				
Proposer provided a description of past performance of same or similar work in scope, size of required services within the past three (3) years.	0	8	15	15

15

Comments (i.e., include any missing information and specific detail):

Proposal clearly Shows
(Print)

Organization has been active & operational since 2011.

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria				Total Score
Criterion 5 - Cost (25 Points)				
Amount (Utilizing the formula for evaluating cost-Exhibit I).				

Comments (i.e., include any missing information and specific detail): _____
 (Print)

OVERALL Additional Comments:

Excellent overall proposal. Outlined very clearly the proposed services. They provide a wonderful tool for showcasing our children needing homes.

Evaluation Panel Member's Signature

Gregg Hubbs

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
Division of Family & Children's Services
RFP#2016ARRS003
PROPOSAL EVALUATION AND COMMENT FORM**

Date: 04/06/2016

Proposer Name/Organization: 200 Million Flowers, Inc.

Proposer # 2016ARRS003

Name of Evaluation Panel Member: Emmanuel Mardiebo
(Print)

Panel Member Number: 002

Circle the appropriate point values and place the total score in the last column for each selection criteria. NOTE: The Total Score must be in agreement with the Panel Member's Comments. Comments are **MANDATORY** for each criterion section.

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 1 - Description of Required Services (25 Points)				
(a) Proposer provided plan for performing the required services that includes an understanding of the project and its objectives.	0	5	10	10
(b) Proposer provided description of how the services will be performed.	0	8	15	15

Comments (i.e., include any missing information and specific detail): The proposer provided plan and description of how the required services will be performed and an understanding of the project.

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP# 2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 2 - Agency Experience (20 Points)				
(a) Proposer provided evidence of ability to provide the required services to include timeline.	0	2	5	2
(b) Proposer provided evidence of ability to provide the required services to include education.	0	2	5	5
(c) Proposer provided evidence of ability to provide the required services to include general experience.	0	5	10	10

17

Comments (i.e., include any missing information and specific detail): *The proposer provided evidence of the ability to provide the required services but failed to include timeline. The proposer also provided evidence of ability which include education and general experience*

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 3 - Financial Resources & Personnel (15 Points)				
(a) Proposer provided evidence of current personnel to include resumes.	0	2	5	5
(b) Proposer provided evidence of financial resources (i.e., facilities & equipment) to perform the required services or demonstrated to be able available at the time of contracting.	0	5	10	5

10

Comments (i.e., include any missing information and specific detail):

proposer failed to show sufficient financial resources. For fiscal year 12/31/12 through 12/31/2014, the proposer's incurred more total expenses over total revenue. The only year total expenses was lower than total revenue was in 2011

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 4 - Record of Past Performance (15 Points)				
Proposer provided a description of past performance of same or similar work in scope, size of required services within the past three (3) years.	0	8	15	15

Comments (i.e., include any missing information and specific detail):

The proposer had prior experience with DHS.

The proposer had prior
(Print)

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria				Total Score
Criterion 5 - Cost (25 Points) Amount (Utilizing the formula for evaluating cost-Exhibit I).				24.99

Comments (i.e., include any missing information and specific detail):

(Print)

Budgetary items NOT included

OVERALL Additional Comments:

(Print)

*The proposer failed to provide
 time line. The proposer also had excess expenses
 over revenue for three years in a row.*

Evaluation Panel Member's Signature

Enrique de la O

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
Division of Family & Children's Services
RFP#2016ARRS003
PROPOSAL EVALUATION AND COMMENT FORM
 Date: 4/6/16

Proposer Name/Organization: 300 Million Flowers

Proposer # 2

Name of Evaluation Panel Member: Temula Robinson
 (Print)

Panel Member Number: 003

Circle the appropriate point values and place the total score in the last column for each selection criteria. NOTE: The Total Score must be in agreement with the Panel Member's Comments. Comments are **MANDATORY** for each criterion section.

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 1 - Description of Required Services (25 Points)				
(a) Proposer provided plan for performing the required services that includes an understanding of the project and its objectives.	0	5	10	10
(b) Proposer provided description of how the services will be performed.	0	8	15	15

25

Comments (i.e., include any missing information and specific detail): Criterion 1 was found under tab 15.
 (Print)

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 2 - Agency Experience (20 Points)				
(a) Proposer provided evidence of ability to provide the required services to include timeline.	0	2	5	5
(b) Proposer provided evidence of ability to provide the required services to include education.	0	2	5	5
(c) Proposer provided evidence of ability to provide the required services to include general experience.	0	5	10	10

20

Comments (i.e., include any missing information and specific detail): Criteria 2 was found under tab 5.
 (Print)

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 3 - Financial Resources & Personnel (15 Points)				
(a) Proposer provided evidence of current personnel to include resumes.	0	2	5	5
(b) Proposer provided evidence of financial resources (i.e., facilities & equipment) to perform the required services or demonstrated to be able available at the time of contracting.	0	5	10	10

15

Comments (i.e., include any missing information and specific detail): Criteria 3 was found under tab 15 but there was not a breakdown of any type of budget. (Print) and Tab 5.

Mississippi Department of Human Services
 Division of Family & Children's Services
 RFP#2016ARRS003

Selection Criteria	Not Responsive Required Information NOT Provided	Minimally Responsive Some Information Provided	Most Responsive ALL Required Information Provided	Total Score
Criterion 4 - Record of Past Performance (15 Points)				
Proposer provided a description of past performance of same or similar work in scope, size of required services within the past three (3) years.	0	8	15	15

Comments (i.e., include any missing information and specific detail):

Criteria 4 was found under tab 5.
 (Print)

Mississippi Department of Human Services
 Division of _____
 RFP# _____

Selection Criteria				Total Score
Criterion 5 - Cost (25 Points)				
Amount (Utilizing the formula for evaluating cost-Exhibit I).				

Comments (i.e., include any missing information and specific detail): _____
 _____ (Print) _____

OVERALL Additional Comments: Information was clear and easily found.
 _____ (Print) _____

Evaluation Panel Member's Signature Jennifer Robison

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY & CHILDREN'S SERVICES**

Date of Ranking: <u>4/6/2016</u>						
Applicant Name/Organization: <u>Southern Christian Services</u>						
Applicant Number: <u>001</u>						
Panel Member	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Total Score (Add 1 - 5)
	25	20	15	15	25	100
1 S. Hubbard	25	20	15	15	25	100.00
2 E. Madiebo	25	17	15	15	25	97.00
3 T. Robinson	25	20	15	15	25	100.00
Total Ranking Score: 99.00						

Date of Ranking: <u>4/6/2016</u>						
Applicant Name/Organization: <u>200 Million Flowers</u>						
Applicant Number: <u>002</u>						
Panel Member	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Total Score (Add 1 - 5)
	25	20	15	15	25	100
1 S. Hubbard	25	20	15	15.0	24.99	100.0
2 E. Madiebo	18	17	10	15.0	24.99	85.0
3 T. Robinson	25	20	15	15.0	24.99	100.0
Total Ranking Score: 95.00						

RFP



Division of Family & Children's Services

Request for Proposal

ADOPTION RECRUITMENT AND RETENTION SERVICES

**750 North State Street
Jackson, MS 39202**

RFP NO. 2016ARRS003

Proposal Submission Deadline:
Friday, April 1, 2016, 12:00 p.m. Central Time

Mike Gallarno, Director
Division of Family & Children's Services
(601) 359-4999

MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

Invitation: Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until Friday, April 1, 2016 by 12:00 p.m., Central Time for furnishing the services as described below for the Mississippi Department of Human Services (hereinafter “MDHS”).

Description: MDHS is hereby requesting written proposals to provide Adoption Recruitment and Retention Services. MDHS 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 MDHS 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	March 1, 2016; March 8, 2016
Mandatory Pre-Proposal Conference	March 10, 2016 at 2:00 p.m.
Receive Questions for Clarification Deadline	March 14, 2016 by 12:00 p.m. CT
Respond in Writing to Clarification	March 16, 2016 @www.mdhs.ms.gov
Required Letter of Intent Deadline	March 22, 2016, 12:00 p.m. CT
Proposals Deadline	April 1, 2016, 12:00 p.m. CT
Evaluation of Proposals	April 6, 2016
Notification to Proposer(s)	April 12, 2016
Contract Negotiations	April 12, 2016
Proposed Period of Performance	July 1, 2016 – June 30, 2017

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

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

Friday, April 1, 2016, 12:00 p.m., Central Time

Proposals must be submitted to:

**Mike Gallarno, Director
Division of Family & Children's 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 MDHS.

Any Proposals received after the deadline will be marked as being LATE and will not be opened. All proposals received by MDHS are deemed to be the property of MDHS and may be used as MDHS sees fit. MDHS 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 Mike Gallarno, Director, Division of Family & Children's Services 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:

Mike Gallarno, Director
Division of Family & Children's Services
Mississippi Department of Human Services
750 North State Street
Jackson, MS 39202
(601) 359-4999

Proposals and attachments must be submitted to:

Mike Gallarno, Director
Division of Family & Children's Services
Mississippi Department of Human Services
750 North State Street
Jackson, MS 39202
(601) 359-4999

MDHS 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).

MDHS 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 MDHS 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 HUMAN SERVICES
Division of Family & Children's Services
750 NORTH STATE STREET
JACKSON, MISSISSIPPI 39202

1.0 Specifications, Terms and Conditions for Adoption Recruitment and Retention Services

1.1 General Statement

The Mississippi Department of Human Services (hereinafter "MDHS"), 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 Adoption Recruitment and Retention Services. Additional information may be obtained by written request to Mike Gallarno, Director, Mississippi Department of Human Services, 750 North State Street, Jackson, Mississippi 39202. The Division of Family & Children's Services intends to award more than one contract for these services.

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 Specifications (Scope of Services)

The Independent Contractor will provide required services for the Adoption Recruitment and Retention. The services shall include a network of foster and adoption competent services ranging from pre-service training, in-service training, resource parent customer service, family assessments and assistance in transitioning from foster to adoption to post-adoption services. An Independent Contractor will submit a proposal for Parts 1, 2, and 3 of this Scope of Services.

The Independent Contractor shall complete child-specific and targeted recruitment activities that give clear, accurate and positive information to the community about the children/youth in need of resource families. An Independent Contractor will follow up with each inquiry to ensure an opportunity is given for the newly recruited family to attend Orientation and Training, and will assist in getting all questions answered and paperwork completed for the licensure process. An Independent Contractor will further be available to complete a SAFE Home Assessment with the families as needed. An Independent Contractor will continue to provide supportive services that bridge gaps between the resource parents, MDHS/DFCS agency staff and private agency staff.

All recruitment and retention services provided will be evaluated to determine if services have been instrumental in licensing appropriate resource families who will care for the youth/ teens with special needs such as challenging behaviors, emotional and medical needs.

The Independent Contractor shall have access to, shall follow practice guidelines and shall assist MDHS/DFCS in meeting requirements contained in MDHS/DFCS's policies. MDHS/DFCS policies are available online at:

http://www.MDHS/DFCS.state.ms.us/fcs_policy.html.

Activities the Independent Contractor shall perform:

Part 1

The Independent Contractor shall develop a gallery of professional pictures of children/youth who are free for adoption and who are in need of permanent families. This gallery of pictures shall be posted online at websites agreed upon by the Independent Contractor and MDHS/DFCS, as well as a physical gallery that can be displayed at events across the state.

- The Independent Contractor shall coordinate with agency staff to schedule photo shoots with the youth who are free for adoption and who are in need of permanent resource families.
- The Independent Contractor will explain to youth all that this recruitment effort will entail, all the ways their pictures and information will be used, and secure the youth's written permission prior to taking pictures.
- The Independent Contractor will photograph youth in care and write professional biographical sketches to be used for recruitment.
- The Independent Contractor will submit all documents to MDHS/DFCS for review and approval prior to submitting to any media outlet.
- The Independent Contractor will present all children who are free for adoption and who are in need of permanent families a minimum of one (1) time throughout the duration of the contract year.
- The Independent Contractor will match a minimum of four (4) children, who are free for adoption and who are in need of permanent homes, with resource families.

Part 2

The Independent Contractor shall **provide community awareness and education throughout the state regarding the needs of children in foster care**. Further, targeted recruitment will be conducted by utilizing community partners to reach potential resource parents who have the knowledge, skills and abilities to parent children with histories of trauma, loss, and grief and who have special needs that may be challenging to meet. Follow-up services will be provided to all inquiries.

- The Independent Contractor will demonstrate knowledge of the specific needs of children in foster care, and the skills and abilities that resource parents will need in order to meet these needs.
- The Independent Contractor will collaborate with churches, schools, medical and mental health facilities, and other community partners, to reach the targeted group of families who have the potential to parent special needs children in care.
- The Independent Contractor will conduct a minimum of four (4) events (two [2] in North, MS and two [2] in South, MS), independent of established community events, where all children who are free for adoption and who are in need of permanent families are presented.
- The Independent Contractor will conduct a minimum of one (1) informational meeting per MDHS/DFCS region with families who express an interest in becoming resource families.
- The Independent Contractor will recruit a minimum of two (2) resource families per month.
- The Independent Contractor will assist families with applying to become licensed as resource homes with the child-placing agency that would be the best fit for that family.
- The Independent Contractor will follow up with new resource family applicants to ensure they have access to all the information, training, and agency staff needed in order to complete the licensing process.

Part 3

The Independent Contractor will complete SAFE Home Studies to assist in the timely licensing of newly recruited resource homes. This applies to resource family applicants in the Independent Contractor's immediate service area only. The Independent Contractor will coordinate with the Adoption Director to ensure SAFE Home Studies are completed for resource family applicants outside of the Independent Contractor's immediate service area.

- The Independent Contractor will ensure that it has staff members that are qualified to complete SAFE Home Studies.
- Independent Contractor will describe its criteria for a quality home study and its quality assurance process.
- The Independent Contractor will submit a sample home study to be reviewed. The home study must comply with all SAFE standards.
- The Independent Contractor will comply with home study criteria established by MDHS/DFCS.

- Independent Contractor may include a reimbursement rate based on timeframes (i.e. home study completed in 30 days, 60 days, 90 days, etc.). The proposed rates submitted by all qualified respondents will be used to calculate a statewide rate for all contracts. The highest and lowest of the proposed rates will be discarded and an average will be taken of the remainder to determine the statewide rate.
- The Independent Contractor will assist all resource parents in being integrated into the MDHS/DFCS foster/adopt system by introducing them to staff in their local area and assisting in bridging any gaps that may exist between staff and the newly licensed home.
- The Independent Contractor shall define the geographic area to be served by the contractor.

Measurable Objectives:

MDHS/DFCS has developed the following list of performance measures to reflect the scope of services. These measures may change depending on knowledge gained from program evaluations and/or additional funding that might become available in future years. All changes are subject to the approval of the MDHS/DFCS.

MDHS/DFCS will compare baseline data of previously licensed resource homes with data of homes licensed through this contract. The following outcome data will influence the decision to renew or continue with this initiative: (*) number of homes being licensed, (*) length of time it takes to license a home, (*) policy violations, (*) maltreatment in care rates, (*) retention rate of newly licensed homes.

The Independent Contractor will submit monthly reports to the Adoption Director that include the following information:

Part 1

- The Independent Contractor's monthly report will document the names, statuses of professional photos, statuses of biographical sketches, statuses of website listings, recruitment plans, etc. of all children who are presented during the respective month.
- The Independent Contractor's will submit signed Affidavits from each child photographed for websites and galleries. In addition, the Independent Contractor will submit signed permission forms from MDHS/DFCS staff with the monthly report.
- The Independent Contractor's monthly report will document information on child/family matches and inquiries in the monthly report.
- The Independent Contractor will maintain a collection of Success Stories that can be accessed as needed and submitted at the end of the contract year.

Part 2

- The Independent Contractor's monthly report will document information on events hosted, events attended, and regional informational meetings hosted to recruit or prepare families for being resource families. Documentation will include event name, date, time, location, agenda, families attended, and outcomes. In addition, sign-in sheets, agendas, and advertisements will be submitted as supporting documentation.
- The Independent Contractor's monthly report will document the names of new resource family applicants, date of initial application, agency licensing the home, date PATH training is scheduled to begin, date SAFE Home Study is schedule to begin, and other information that is pertinent to the licensing process.
- The Independent Contractor's monthly report will document the names of newly recruited resource families who have become licensed.
- The Independent Contractor's monthly report will document the names newly recruited resource families who do not complete the licensing process and provide details on when and why the families exited the program.
- The Independent Contractor's monthly report will include a detailed schedule of events for the following month.

Part 3

- The Independent Contractor will submit documentation that all staff members conducting home studies are Licensed Social Workers with two years of experience and have been fully trained in the SAFE Home Study process. All home studies will be reviewed and approved by a Masters level Licensed Social Worker.
- The Independent Contractor's monthly report will document all home studies assigned, date assigned, home study statuses, and date completed home studies are submitted to the MDHS/DFCS for approval or denial.
- The Independent Contractor' monthly report will briefly narrate the process by which new families were integrated into the foster/adopt system in the MDHS/DFCS region where the family is licensed.

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

3.1 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 MDHS 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 MDHS 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 June 30, 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 MDHS. 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 MDHS 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 MDHS to properly evaluate the bid, the MDHS 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 MDHS 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, MDHS 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 MDHS to execute a contract with any other party. MDHS 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 MDHS.

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. MDHS reserves the right to

permit the proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the MDHS 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 Mike Gallarno, Director, 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 MDHS 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. **2016ARRS003**.

13.2 Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held at 2:00 p.m. on Thursday, March 10, 2016 at Mississippi Department of Human Services, 750 North State Street, Jackson, Mississippi 39202. All interested parties are required 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. Because the Division of Family & Children's Services considers the conference to be critical to understanding the proposal requirements, attendance is mandatory in order to qualify as a respondent. Minutes of the conference will not be published.

13.3 Required Letter of Intent

Proposers shall notify MDHS 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 Tuesday, March 22, 2016, 12:00 p.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

MDHS 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 Mike Gallarno, Director, 750 North State Street, Jackson, Mississippi 39202. Proposers are cautioned that any statements made by the contract or technical contract 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 MDHS' website (www.mdhs.ms.gov) in a manner that all proposers will be able to view by March 16, 2016 by 5:00 p.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 Acknowledgment 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 MDHS 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 Procedures 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 MDHS 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 MDHS in regard to the proposer's qualifications. MDHS 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 MDHS all information for this purpose that may be requested. MDHS reserves the right to reject any offer if the evidence submitted by, or investigation of, the proposer fails to satisfy MDHS 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 MDHS. 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 MDHS Executive Director or his/her designee will contact the proposer with the proposal which best meets MDHS'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. The Division of Family & Children's Services intends to award more than one contract for these services.

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. MDHS 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, offeror, or contractor who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with the Director of MDHS. 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 MDHS 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. MDHS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Proposer and MDHS 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 MDHS 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 MDHS 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 MDHS either disqualifies the proposal or withdraws the award and proceeds to the next ranked Proposer.

- 24.3** Shall MDHS and the Proposer reach a successful agreement, MDHS 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 MDHS, 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 MDHS.
- 24.5** MDHS 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 MDHS, 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 MDHS in the past, MDHS 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 MDHS or participated in contract negotiations with MDHS on behalf of their company, to ensure the Proposer is consistent in the items to which it takes exception.

Exhibit A

Proposal Number: 2016ARRS003 (For use by MDHS)

Mississippi Department of Human Services

Division of Family & Children’s Services

Proposal Cover Sheet

Name of Organization: _____

DUNS # _____

(FOR CLASSIFICATION PURPOSES ONLY)

MINORITY OWNED **WOMEN OWNED** **NOT APPLICABLE**

Please complete the State of Mississippi Minority Vendor Self Certification Form (Exhibit L)

Date Submitted: _____ **Amount of Funding Requested: \$** _____

Proposer Organization Information:

Name of Organization: _____

Mailing Address: _____

Chief Executive Officer: _____

Phone: (_____) _____ **Fax:** (_____) _____

Email: _____ **Organization’s Tax ID#:** _____

Contact Person for Proposal:

Name: _____ **Title:** _____

Mailing Address:

Phone: (_____) _____ **Fax:** (_____) _____

Email: _____

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

Signature of Authorized Official/Title
(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 # _____.

_____ service area includes _____. Also, in
Organization Name

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

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 Adoption Recruitment and Retention 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

FDVR FORM
REVISED OCTOBER 13, 2015

FEDERAL DEBARMENT VERIFICATION REQUIREMENT

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

DIVISION OF FAMILY & CHILDREN’S SERVICES

_____, hereby certifies that _____
Contractor’s Authorized Official Contractor’s

_____ is not on the list for federal debarment on www.sam.gov – System
Name

for Award Management (SAM). If _____ is placed on the
Contractor’s Name

federal debarment list, _____ shall notify the
Contractor’s Authorized Official

appropriate funding division(s) of the Mississippi Department of Human Services

(MDHS) within 24 hours (Monday-Friday). Further, MDHS Family & Children’s Services will

immediately terminate the subgrant(s)/contract(s) between MDHS Family & Children’s Services

and _____.
Contractor’s Name

Authorized Official’s Typed Name/Title

Signature of Authorized Official Date (No stamped signature)

Witness

Witness

Exhibit F

Acknowledgement of Amendment to RFP No. 2016SWTI002

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 (No stamped signature)
Date

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*

Specific Category of Service Hourly/Daily/Monthly Rate No. of Hours/Days/Months Amount

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=

$$150,000/160,000=.9375 \times 25=23.438$$

3. Company C=\$180,000

Company C=

$$150,000/180,000=.8333 \times 25=20.833$$

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	MDHS 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			

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Exhibit K

STATE OF MISSISSIPPI

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES

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

2. **Purpose.** MDHS 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 _____.

If "Option to renew" Clause is in 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 MDHS, at least (90) days prior to each contract anniversary date, the contract may be renewed by MDHS 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 MDHS 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 _____ (\$_____).

B. The Independent Contractor will bill MDHS for its services on a _____ basis. Following the satisfactory completion, as determined by MDHS, of its (daily, weekly, bi-

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monthly, monthly, etc.) services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS 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.

C. 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.

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

6. Relationship of Parties.

A. It is expressly understood and agreed that MDHS 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 MDHS, the Independent Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDHS or the Independent Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS 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. MDHS may, however, direct Independent Contractor to replace any of its employees under this Contract. If Independent Contractor is notified within the first eight

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(8) hours of assignment that the person is unsatisfactory, Independent Contractor will not charge MDHS 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 MDHS 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 MDHS, its obligations under this Contract, or if Independent Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, MDHS 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 MDHS for damages sustained by MDHS by virtue of any breach of this Contract by Independent Contractor, and MDHS may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to MDHS from Independent Contractor are determined.

8. Termination for Convenience of MDHS. MDHS 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.

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9. 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 MDHS upon completion or termination of this Contract. MDHS 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 MDHS.

10. Record Retention and Access to Records. Independent Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, 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.

11. 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 must be in writing and signed by both parties hereto.

12. 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 MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

13. 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.

14. Availability of Funds. It is expressly understood and agreed that the obligation of MDHS 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

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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 MDHS for the performance of this Contract, MDHS shall have the right, upon written notice to Independent Contractor, to immediately terminate this Contract without damage, penalty, cost, or expense to MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15. 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) MDHS 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 MDHS 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.

16. Indemnification. MDHS 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 MDHS 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

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

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.*

17. Insurance. 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 MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

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downloadable at www.mspb.ms.gov.

23. 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.

24. 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 MDHS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 11, 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 MDHS, provided that MDHS accepts any such deliverable or service; or Independent Contractor may be paid an amount which bears the same ratio to the total

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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.

25. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of the Division of _____. 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 Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division of _____.

In a review before the Executive Director 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 Executive Director 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.

26. Compliance with Laws. The Independent Contractor understands that the State 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.

27. Confidentiality. Independent Contractor shall treat all State data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the State. In the event that Independent Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Independent Contractor shall promptly inform the State and thereafter respond in conformity

Revised 2/2016

with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon the Independent Contractor and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the Independent Contractor following any termination.

28. 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.”

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

30. 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;

Revised 2/2016

2. The Request for Proposals or Invitation for Bids and the Written Clarifications or Answers provided by MDHS, dated _____.
(Note: if applicable.)

3.

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. _____”).

31. Transparency. This contract, including any accompanying exhibits, Exhibits, and appendices, is subject to the “Mississippi Public Records Act of 1983”, codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA) codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). 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. Prior to posting the contract to the website, any 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.

Revised 2/2016

32. 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:

MDHS: David A. Chandler, Executive Director
Division of Family & Children’s Services
Post Office Box 346
Jackson, Mississippi 39205

INDEPENDENT

CONTRACTOR’S NAME: Representative’s Name
Title
Address

IN WITNESS WHEREOF, this Contract has been made and interchangeably executed by the parties hereto in duplicate originals.

Witness my signature this, the ____ day of _____, 20____

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BY: _____
Signature (NO STAMPED SIGNATURE)

Printed Name and Title: _____

WITNESSES:

Witness my signature this, the ____ day of _____, 20____

INDEPENDENT CONTRACTOR’S NAME

BY: _____
Signature (NO STAMPED SIGNATURE)

Printed Name and Title: _____

WITNESSES:

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

QUESTIONS & ANSWERS

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY AND CHILDREN'S SERVICES
Questions and Answers
RFP Number 2016ARR003
For
Adoption Recruitment and Retention**

1. How will the contract for services be awarded? Since there are two proposers, will the scope of services be divided among the proposers or will the responsibilities be shared? (Example: Proposer 1 does Part 1 but not parts 2 or 3 and Proposer 3 does parts 2 & 3) or (Will Proposers 1 and 2 split the responsibilities of all parts of the RFP)

The Independent Contractor will provide a description of services in which it can provide or has the capability to provide. It is at the discretion of MDHS/DFCS upon final review and approval to award one or more contracts for services. MDHS/DFCS may issue multiple contracts under this award if multiple proposals qualify and funding is available.

2. Will MDHS direct how proposers need to coordinate their efforts if there is shared responsibility?

MDHS/DFCS will make a determination based on the needs and assessment of the services required.

3. "The Independent Contractor will present all children who are free for adoption and who are in need of permanent families a minimum of one (1) time throughout the duration of the contract year." Question: Can you please define the word "all"?

The term "all" refers to all youth who are free for adoption and in need of permanent homes. This number will vary as youths statuses do change.

4. Since 200 Million Flowers is not a child-placing agency and does not license parents, we are not in control of the matching process. In the past, we have ensured the communication between parents interested (in state and out of state) in legally available children and the child's adoption specialist. It is then up to the adoption specialist to determine if the prospective family is a match for the child. How then, can we be held responsible for the matching of a certain number of children?

A match can be classified as a family completing and submitting a Resource Family Application regarding a specific youth, who is free for adoption.

5. What is the difference between an event and an informational meeting?

An event is formal, hosted by the Independent Contractor, and focused on presenting the children who are free for adoption.

An informational meeting is informal and educates families who may be interested in State adoptions on the process.

6. What is the dividing line between north and south MS?

There is no dividing line between north and south MS. The events should be planned strategically so that each region can support at least one (1).

7. What triggers the submission of an invoice for this part of the contract?

Invoices may be submitted for travel, advertising, food, etc.

8. What constitutes a “recruited” family? At what point in the process does a family get classified as recruited?

A family is classified as a “recruited” when the family completes and submits a Resource Family Application to MDHS/DFCS.

9. Can you please define “new resource family” more specifically? Is this just parent interested in adoption and not parents interested in becoming foster parents (either Therapeutic or Regular)?

“New resource family” is defined as a family who is interested in adoption for purposes of this RFP.

10. If the adoptive resource family is being licensed by a county DFCS office, at what point in the process will the request for a Home Study be issued?

The request will come from the Adoption Director after the family completes initial application process, training, background checks, and etc.

11. Are we correct to assume that the monthly reports requested will be formatted by the Adoption Director?

The Adoption Director will provide the Independent Contractor with a sample monthly report.

12. Can you include a copy of the Permission Forms to be signed by MDHS/DFCS staff when taking pictures of kids?

This form is provided by the county worker.

13. Could we include Licensed Social workers with only one year experience that have been trained in performing SAFE Home Studies?

Yes.

14. Could you provide a sample of a completed Exhibit H?

MDHS/DFCS cannot provide a sample of a completed Exhibit H.

15. Can/will language regarding contract renewal be placed in the contract?

It is at the discretion of MDHS/DFCS to exercise its right to include an option to renew language in a contract.

16. If awarded the contract, must 200 Million Flowers wait until July 1, 2016 to begin photographing the children?

The period of performance for these services is July 1, 2016 through June 30, 2017. Services may not begin until a contract has been approved by the Executive Director. Any expenses incurred or work performed prior to a signed contract agreement will not be reimbursed by MDHS/DFCS.

AWARD LETTERS



STATE OF MISSISSIPPI
Phil Bryant, Governor
DIVISION OF FAMILY AND CHILDREN'S SERVICES
Dr. David A. Chandler, Executive Director

April 20, 2016

Ms. Debbie Dobbins
Executive Director
Southern Christian Services for Children & Youth, Inc.
860 East River Place
Jackson, Mississippi 39202

Dear Ms. Dobbins:

Thank you for your recent response to RFP #2016ARRS003. Your proposal has met the minimum requirements to proceed to the next phase. Your agency may not be considered for funding if Mississippi Department of Human Services (MDHS), Division of Program Integrity has determined that there are questioned costs, audit, monetary and/or unresolved findings. **This letter serves only as notification.** Services may not begin until the contract has been approved by MDHS' Executive Director. Any expenses incurred prior to the signed contract will not be reimbursed by MDHS.

Additionally, in accordance with the Personal Service Contract Review Board Rules and Regulations, Effective Date 10/15/2015:

Section 7-112.01 Debriefing Request

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

In order to request a debriefing, please utilize the attached debriefing request letter template. If the template does not apply, please proceed with a public records request to Mr. Paul Nelson at Paul.Nelson@mdhs.ms.gov.

Award Letter RFP #2016SARRS003
April 20, 2016
Page 2

A debriefing shall be requested to obtain information about proposal performance against solicitation specifications and evaluation criteria. **A debriefing is not a debate or defense of the Agency's award decision or evaluation results.**

You will be contacted by appropriate personnel regarding the next phase. If you have questions, please contact Mike Gallarno, Director, Division of Family & Children's Services at (601) 359-4999.

Sincerely,

DocuSigned by:



AEDBFDD02F7A44A
Dr. David A. Chandler
Executive Director

DAC:MG:BL:jb

Attachments: Debriefing Requesting Letter
Information to Be provided Not to Be Provided

[Date]

[Procurement Officer/Contract Representative Name]

[Address]

[Contact Info]

Reference: [RFP No.]

Formal Post-award Debriefing Request Letter

Dear [Mr./Mrs./Dr.] [Procurement Officer/Contract Representative Name]:

Following award of the contract related to [RFP No.], we hereby respectfully request that you provide us with a debriefing in accordance with Section 7-112, *Post-Award Vendor Debriefing* in the Personal Service Contract Review Board Rules and Regulations, Effective Date 10/15/2015.

This post award debriefing is requested within the requisite three (3) business days following the award notice dated from (...) in accordance with Section 7-112.01 *Debriefing Request* in the Personal Service Contract Review Board Rules and Regulations, Effective Date 10/15/2015.

Our intended purpose of requesting a debriefing meeting is to improve for future solicitations by gathering information about our proposal performance against solicitation specifications and evaluation criteria. We have attached questions we would like you to answer. Furthermore, please schedule a debriefing date, but conducted within five (5) business days of receipt of this letter, at your convenience in accordance with Section 7-112.02, *When Debriefing Should Be Conducted* in the Personal Service Contract Review Board Rules and Regulations, Effective Date 10/15/2015.

Please formally acknowledge receipt of this post-award debriefing request letter via email at _____.

Sincerely,

[Signature]

[Vendor Name]

[Address]

[Contact Info including Email Address]

Attachments

7-112.03 Information To Be Provided

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

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

7-112.04 Information Not To Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid or proposal with those of other offering vendors. Moreover, the debriefing agency shall not reveal any information prohibited by law and/or the following:

- (1) Trade secrets as identified by the offering vendor claiming the trade secrets;
- (2) Privileged or confidential manufacturing processes and techniques as identified by the offering vendor claiming the privileged or confidential information;
- (3) Commercial and financial information that is privileged or confidential, to include an offering vendor's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the offering vendor claiming the privileged or confidential information; and/or,
- (4) The names of individuals providing reference information about any vendor's past performance.

DENIAL LETTERS



STATE OF MISSISSIPPI
Phil Bryant, Governor
DIVISION OF FAMILY AND CHILDREN'S SERVICES
Dr. David A. Chandler, Executive Director

April 20, 2016

Rick Valore
Executive Director
200 Million Flowers
128 North Maple Street
Ridgeland, Mississippi 39157

Dear Mr. Valore:

Thank you for your recent response to RFP No. 2016ARRS003 issued by The Mississippi Department of Human Services, Division of Family & Children's Services. Your proposal was not selected for funding.

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

In accordance with the Personal Service Contract Review Board Rules and Regulations, Effective Date 01/16/2015:

Section 7-112.01 Debriefing Request

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

Non-Award Letter RFP #2016SARRS003

April 20, 2016

Page 2

A debriefing shall be requested to obtain information about proposal performance against solicitation specifications and evaluation criteria. In order to request a hearing, please refer to the attached debriefing request letter. The debriefing may be requested if either or all of the following elements have occurred: (1) conflict of interest occurred during the procurement, (2) MDHS failed to follow its own policies and procedures; or (3) fraud was involved. You must include in your letter allegations to support any theory. **A debriefing is not a debate or defense of the Agency's award decision or evaluation results.**

The Division of Family & Children's Services appreciates your interest in providing quality services. Furthermore, the Division of Family & Children's Services encourages your agency to respond to future acquisitions.

If you have any questions, please contact Mike Gallarno, Director, Division of Family & Children's Services at 601-359-4999.

Sincerely,
DocuSigned by:

AEDBFDD02F7A44A...
Dr. David Chandler

DAC:MG:BL:jb

Attachments- Debriefing Request Letter

Information to Be Provided Not to Be Provided

[Date]

[Procurement Officer/Contract Representative Name]

[Address]

[Contact Info]

Reference: [RFP No.]

Formal Post-award Debriefing Request Letter

Dear [Mr./Ms./Dr.] [Procurement Officer/Contract Representative Name]:

Following award of the contract related to [RFP No.], we hereby respectfully request that you provide us with a debriefing in accordance with Section 7-112, *Post-Award Vendor Debriefing* in the Personal Service Contract Review Board Rules and Regulations, Effective Date 10/15/2015.

This post award debriefing is requested within the requisite three (3) business days following the award notice dated from (...) in accordance with Section 7-112.01 *Debriefing Request* in the Personal Service Contract Review Board Rules and Regulations, Effective Date 10/15/2015.

Our intended purpose of requesting a debriefing meeting is to improve for future solicitations by gathering information about our proposal performance against solicitation specifications and evaluation criteria. We have attached questions we would like you to answer. Furthermore, please schedule a debriefing date, but conducted within five (5) business days of receipt of this letter, at your convenience in accordance with Section 7-112.02, *When Debriefing Should Be Conducted* in the Personal Service Contract Review Board Rules and Regulations, Effective Date 10/15/2015. _____

Esq., [address, telephone number] will attend the debriefing. (*Indicate attorney's name, only if he/she will attend debriefing .*)

Please formally acknowledge receipt of this post-award debriefing request letter via email at _____.

Sincerely,

[Signature]

[Vendor Name]

[Address]

[Contact Info including Email Address]

Attachment

[Date]

[Procurement Officer/Contract Representative Name]

[Address]

[Contact Info]

Reference: [RFP No.]

Formal Post-award Debriefing Request Letter

Dear [Mr./Mrs./Dr.] [Procurement Officer/Contract Representative Name]:

Following award of the contract related to [RFP No.], we hereby respectfully request that you provide us with a debriefing in accordance with Section 7-112, *Post-Award Vendor Debriefing* in the Personal Service Contract Review Board Rules and Regulations, Effective Date 10/15/2015, regarding the reasons why the proposal we submitted was not selected for a contract award.

This post award debriefing is requested within the requisite three (3) business days following the award notice dated from (...) in accordance with Section 7-112.01 *Debriefing Request* in the Personal Service Contract Review Board Rules and Regulations, Effective Date 10/15/2015.

Our intended purpose of requesting a debriefing meeting is to discuss issues other than the scores for determining the award. In order to pursue an issue, I must come to this meeting with the ability to show beyond a reasonable doubt one or more of the following elements are true: (1) a conflict of interest occurred during the scoring, (2) MDHS failed to follow its own procurement policies and procedures; or (3) fraud was involved. I am including in this letter allegations to support my theory of the abovementioned irregularities concerning the evaluation of my proposal. We have attached questions we would like for you to answer. Furthermore, please schedule a debriefing date at your convenience but conducted within five (5) business days of receipt of this letter, in accordance with Section 7-112.02, *When Debriefing Should Be Conducted* in the Personal Service Contract Review Board Rules and Regulations, Effective Date 10/15/2015.

Please formally acknowledge receipt of this post-award debriefing request letter via email at _____.

Sincerely,

[Signature]

[Vendor Name]

[Address]

[Contact Info including Email Address]

Attachment**7-112.03 Information To Be Provided**

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

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

7-112.04 Information Not To Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid or proposal with those of other offering vendors. Moreover, the debriefing agency shall not reveal any information prohibited by law and/or the following:

- (1) Trade secrets as identified by the offering vendor claiming the trade secrets;
- (2) Privileged or confidential manufacturing processes and techniques as identified by the offering vendor claiming the privileged or confidential information;
- (3) Commercial and financial information that is privileged or confidential, to include an offering vendor's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the offering vendor claiming the privileged or confidential information; and/or,
- (4) The names of individuals providing reference information about any vendor's past performance

WINNING PROPOSAL(S)

Southern Christian Services for Children and Youth, Inc.

Adoption Recruitment and Retention Services

Proposal

The proposed Adoption Recruitment and Retention Division within Southern Christian Services for Children and Youth (SCSCY) will complete child-specific and targeted recruitment activities that give clear, accurate and positive information to the community about the children/youth in need of resource families. The following paragraphs will explain how SCSCY intends to provide such services and incorporate our existing services to maximize both recruitment and retention of resource/adoptive families throughout Mississippi.

This proposal will require hiring two (2) Adoption Recruiter positions located in our North (Tupelo) and South (Gulfport) Mississippi offices with a Division Director recruiting throughout Central Mississippi. These Adoption Recruiters will develop a gallery of professional pictures and biographical sketches of children/youth who are free for adoption and who are in need of permanent families to be displayed at statewide events and posted on-line at websites agreed upon by SCSCY and MDHS/DFCS. All pictures, biographical sketches,

and youth's written permission will be submitted and approved by MDHS/DCFS prior to website posting or community presentation. All available children/youth will be presented to potential resource/adoptive families at least once per contract year with an overall goal of matching a minimum of four (4) children per year with resource families. Each Adoption Recruiter will hold a minimum of two (2) independent and specific recruitment events to present children/youth in their targeted communities. SCSCY will agree to recruit two (2) resource families per month, averaging twenty-four (24) families per year.

This proposal will also require hiring three (3) Adoption Specialists, one for each North, South, and Central office. The primary function of these Adoption Specialists is to provide community awareness, support, and education throughout their targeted areas regarding the needs of children in foster care. Our Adoption Specialists will be knowledgeable and well versed on each of the available children/youth from the gallery as well as educated on the adoption procedures, child-placing agencies, and licensing agencies for Mississippi. Each Adoption Specialist will hold at least one informational meeting for prospective resource families in each of their assigned regions per year. This position is expected to deliver efficient and professional customer service to all interested individuals and help them navigate the resource/adoption application process within the child-placing agency that is the best fit for the family. The Adoption Specialist will work as an advocate for families and introduce them to all support services available statewide. Although SCSCY provides PATH training and

SAFE Home Studies through our Therapeutic Foster Care Division and Home Studies Department, the Adoption Specialist from this proposal will be expected to participate in teaching PATH trainings and conducting SAFE Home Studies for recruited families if needed to ensure timely and responsible licensing of newly recruited resource homes.

When allowed by MDHS/DFCS and deemed "best fit", the recruited families may be referred to other divisions within Southern Christian Services, specifically a referral may be made to our Therapeutic Foster Care Division, the Wendy's Wonderful Kids Recruiter, or SCSCY's newly approved SAFE Home Study Department. After a child is placed and/or adopted, the resource family may also be referred to the Partner's in Permanency and Respite Division within SCSCY. Brief summaries of all available SCSCY divisions for referrals are as follows:

Therapeutic Foster Care

The Therapeutic Foster Care Division to which a recruited family may be referred serves children/youth ages birth – 21 (twenty-one) years old that are in the custody of MDHS/DFCS. The primary mission of our Therapeutic Foster Care Division is to provide a safe environment in which the child/youth can safely attach and heal trauma/loss issues. Our primary target population is children/youth who have a SED (Serious Emotional Disturbance) ruling and/or a medical condition that might necessitate more extensive supervision and

treatment than an untrained resource/adoptive parent could provide. Services will be available statewide and will be accessible to meet the variety of needs presented by children in the foster care system and the resource/adoptive parents who provide care to them. Children/youth referred and authorized for this level of service will have medical/psychological documentation that indicate they are ready for a Therapeutic Foster to Adopt setting. SCSCY Staff will work in coordination with the DFCS Director of Congregate Care and staff, Adoption Director, along with the DFCS County of Responsibility Social Worker to ensure that the child/youth is placed appropriately.

The SCSCY Therapeutic Foster Care services will be based out of offices in Tupelo (North), Jackson (Central) and Gulfport (South), Mississippi. SCSCY therapeutic resource families have the capacity to serve at least 70 children and youth. During the 2014 fiscal year 77 children/youth were served in SCSCY Therapeutic Resource Homes with an 87% rate of children staying in the same family or being adopted. It is estimated that in this fiscal year, 85 foster children/youth will be served in SCSCY Therapeutic Resource Families.

Wendy's Wonderful Kids

Referrals to the Wendy's Wonderful Kids (WWK) Recruiter at SCSCY occur during the Statewide or Regional Placement Committees or directly from a MDHS Social Worker. Those children that aren't matched during the placement committee are referred to WWK Recruiter to conduct individual child specific

recruitment. If an Adoption Recruiter under this proposal is struggling to match an older youth to a resource family, he/she can speak with the youth MDHS/DFCS Social Worker and request assistance from the WWK Recruiter which would open up additional recruiting events, funding, and more exposure for the youth's gallery and biographical presentation. The WWK Recruiter works closely with MDHS/DFCS to recruit, match, and prepare both the youth and resource family for adoption.

SAFE Home Study Department

The primary mission of the SAFE Home Study Department within SCSCY is to provide an environment in which staff will be able to see and understand the family structure of potential resource parents and to evaluate who will be safe and effective resource/adoptive families. Every member of the SCSCY staff conducting home studies, including the Adoption Specialist positions requested under this proposal is required to follow the same standards of those working under this SAFE Home Study Department. MDHS/DFCS initiates the referrals that generate a home study under our SAFE Home Study Department.

Therefore any home study conducted through the SAFE Home Study Department but recruited under this proposal must first be approved by MDHS/DFCS for a proper referral. Even though our SAFE Home Study Department is a referral option for newly recruited resource families, SCSCY will not conduct home studies through our SAFE Home Study Department without

prior approval from MDHS/DFCS as SCSCY may not be the "best fit" agency for the family.

All SCSCY staff conducting home studies will use The SAFE Home Study model and all required trainings and forms required by that model. In addition, SCSCY staff will also be responsible for developing and/or collecting the following from all potential resource families:

- Fire safety plan
- Evacuation Information
- Income Verification (Check Stub and letter from employer)
- Family Financial Information Form (3 months of bank statements)
- Contingency Plan
- Marriage/Divorce Certificates
- Physical Form
- Verification of Military Discharge (if applicable)
- Agency Policies and Procedures Form
- Child Abuse Reporting Form
- Confidentiality Form
- Corporal Punishment Form
- Grievance Policy Form
- Gun Policy
- Discipline Policy
- Driver's License
- Auto Insurance
- Homeowner's Insurance
- Verification of Pet Vaccinations

- Immunization Record for all Children in Home
- Environmental Check of Home
- Birth Certificates for all family members
- Social Security Cards for all family members
- TB Skin Tests for all family members

Prior to submitting the finalized SAFE Home Study for licensing, SCSCY staff will thoroughly review all materials and forms completed from the SAFE Home Study model, narrative details of interviews, and explanations/follow-up on answers given by family. SCSCY staff will communicate with MDHS/DFCS any concerns related to the interview answers, resistance from family to answer or explain answers, required changes to the study, or any amendments to the study in a timely manner.

Senior Administrative staff, including the Executive Director, Program Administrator, and the Division Director will review and critique home studies prepared for the Mississippi Department of Human Services. The Executive Director and Program Administrator will initially critique all studies but will eventually critique on a random basis once staff have demonstrated proficiency in SAFE Home Studies. To ensure continuity, the Division Director of Adoption Recruitment and Retention will also oversee the SAFE Home Study Supervisor. All SAFE Home Studies will be reviewed and approved by either an LMSW or LCSW. Staff will provide clinical feedback to the Home Study Assessment Caseworker and, when requested, DHS Home Study Supervisor. SCSCY staff

will be available for telephone or in-person consultation with the Home Study Assessment Caseworker and the Certification Review Team when needed. The Licensed Social Workers employed within the SCSCY SAFE Home Study Department as well as the Adoption Specialist employed under this proposal will work with the Home Study Assessment Caseworker until each home study is absolutely complete, regardless of the number of contacts required.

If a referral to SCSCY Home Study Department, Wendy's Wonderful Kids Recruiter, or SCSCY Therapeutic Foster Care Division is not approved or appropriate for any reason, the Adoption Specialist will refer to another licensing or child placing agency and offer his/her assistance to that agency.

The Division Director of Adoption and Recruitment Retention will be responsible for ensuring all goals and Scope of Services are met. The Division Director will have an LMSW or LCSW so to review and approve all home studies conducted by Adoption Specialists under this proposal as well as submit monthly reports and supportive documentation such as signed Affidavits from each child/youth photographed for websites and galleries, event sign-in sheets, agendas, and advertisements to the MDHS/DFCS Adoption Director. Required monthly reports will include:

- Names of all children presented during the respective month
- Statuses of professional photos and biographical sketches for all children/youth available for adoption

- Statuses of website listings and/or recruitment plans for all children/youth
- Documented child/family matches for the respective month
- Number of adoption/resource family inquiries and follow-up information
- Names of new resource family applicants
- Date of initial application and agency licensing home
- Date PATH Training is scheduled to begin
- Date SAFE Home Study is scheduled to begin
- Name of resource families becoming licensed during the respective month
- Names of newly recruited resource families who did **not** complete the licensing process and details on why they exited the program
- Detailed schedule of events for the following month
- Number of home studies assigned and to whom they were given
- Home study statuses and completion dates
- Date home study was submitted to MDHS/DFCS for approval or denial
- And, a brief narrative on the process by which new families were integrated in to the foster/adopt system in the MDHS/DFCS region where the family is licensed.

The Adoption Specialist will act as an advocate and liaison for each family recruited. He/she will assist all resource parents in being integrated into the MDHS/DFCS foster/adopt system by introducing them to staff in their local area and assisting in bridging any gaps that may exist between staff and the newly licensed home. In addition to liaison functions, the Adoption Specialist will

provide each recruited family information on local support groups and respite care for post foster/adoptive services. SCSCY is the agency contracted through MDHS/DFCS and MDMH to deliver statewide post adoptive and respite services under our Partners in Permanency Division, which would be a natural referral source for this proposed Adoption Recruitment and Retention program. Information on Partners in Permanency and Respite is listed below:

Partners in Permanency (PIP)

The PIP Division is a resource to which our Adoption Specialist working under this proposal can refer. Resources and services provided by PIP to families and children is collaborative, inclusive, family driven and culturally sensitive as well as community based. PIP provides an array of permanency services to resource families including but not limited to the following:

- Resource Parent Support Groups and Training
- Buddy Family Mentoring Program
- Social Media Support Groups
- Teen Advisory Boards
- Information and Referral Services
- Mini-Retreats for resource parent training
- In-State Conference Scholarships (Currently 30 resource families are given scholarships to attend the annual Lookin' to the Future Conference specialized resource family training)

Respite

Respite service through SCSCY is another referral option for resource families falling under the proposal. SCSCY is currently contracted to provide statewide respite services that allow resource families time to relieve stress they may be experiencing while providing for the needs of their foster/adopted children. Respite care can help prevent abuse, neglect, and promote family stability. This care is short term, usually lasting from less than a full day to a few days and can be provided by a family member, friend, neighbor, person from the family's church, or someone else in the community. PIP staff recruit, train, certify, and monitor all SCSCY respite providers.

Due to our limited budget, SCSCY currently has a waiting list for Respite Care. Our proposal for Adoption Recruitment and Retention services includes a request for funding specifically assigned to provide Respite Care for families recruited through this proposal. Respite is vital in retaining resource homes and stabilizing post adoptive families. With our current PIP budget, SCSCY won't be able to serve the additional resource families we're expecting to recruit through this proposal. Therefore we are requesting additional funding to be set-aside specifically for newly recruited resource families.

Finally, to aid in future recruitment and marketing, the Division Director of Adoption Recruitment and Retention will catalogue "Success Stories" to be shared with our community and MDHS/DFCS Adoption Director.

Southern Christian Services for Children and Youth, Inc. has a rich history of serving Mississippi's vulnerable children and youth with quality social services and therapeutic care. We look forward to using all our expertise and divisions to help recruit and support high quality resource families.

ADVERTISEMENT

Legal Notice

Request for Proposals

The Mississippi Department of Human Services (MDHS), Division of Family & Children's Services is issuing a Request for Proposal (RFP) for Adoption Recruitment and Retention Services. The RFP may be downloaded from www.mdhs.ms.gov starting Tuesday, March 1, 2016. Copies will also be available in the MDHS lobby, located at 750 North State Street, Jackson, MS 39205. Proposals must be submitted by Friday, April 1, 2016 by 12:00 p.m., Central Time.

Contact: Mike Gallarno
750 North State Street
Jackson, MS 39202
(601) 359-4999
mike.gallarno@mdhs.ms.gov

Newspapers: The Clarion Ledger – Jackson, MS
The Oxford Eagle – Oxford, MS
The Meridian Star – Meridian, MS
The DeSoto Journal – Hernando, MS
The Daily Journal – Tupelo, MS

Advertisement Dates: March 1, 2016
March 8, 2016

AFFP

Proposals : Adoption

Affidavit of Publication

DESOTO TIMES-TRIBUNE

STATE OF MS } SS
COUNTY OF DESOTO }

Diane Smith, being duly sworn, says:

That she is a Clerk of the DESOTO TIMES-TRIBUNE, a newspaper of general circulation in said county, published in Hernando, DeSoto County, MS; that the publication, a copy of which is printed hereon, was published in the said newspaper on the following dates:

March 01, 2016, March 08, 2016

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Clerk

Subscribed to and sworn to me this 8th day of March 2016.


KIMBERLY BEVINEAU, Notary, DeSoto County, MS

My commission expires: January 18, 2020

00018538 00042719

Andrea
Mississippi Press
371 Edgewood Terrace
JACKSON, MS 39206

Legal Notice
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Contact: Mike Gallarno
750 North State Street
Jackson, MS 39202
(601) 359-4999
mike.gallarno@mdhs.ms.gov
Publish March 1, 8, 2016



PROOF OF PUBLICATION THE STATE OF MISSISSIPPI HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

PASTE PROOF HERE

C58709
MS PRESS SERVICES,
0200499646
Adoption Recruitment & Retention

ALICIA COLLINS

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/3/2016
3/8/2016
3/3/2016
3/8/2016

Size: 129 words / 1.00 col. x 35.00 lines
Published: 2 time(s)
Total: \$24.36

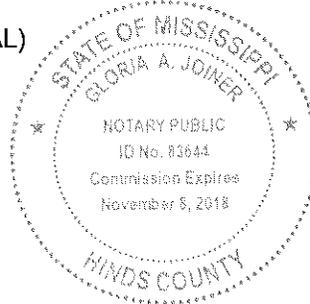
Signed Alicia Collins
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 3/8/2016.

Gloria A. Joiner
Notary Public
GLORIA A. JOINER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



Legal Notice
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The Mississippi Department of Human Services (MDHS), Division of Family & Children's Services is issuing a Request for Proposal (RFP) for Adoption Recruitment and Retention Services. The RFP may be downloaded from www.mdhs.ms.gov starting Tuesday, March 1, 2016. Copies will also be available in the MDHS lobby, located at 750 North State Street, Jackson, MS 39205. Proposals must be submitted by Friday, April 1, 2016 by 12:00 p.m., Central Time.

Contact:
Mike Gallardo
750 North State Street
Jackson, MS 39202
(601) 359-4999
mike.gallardo@mdhs.ms.gov
v
March 3 and 8, 2016
0200499646-01

**STATE OF MISSISSIPPI
COUNTY OF LAUDERDALE
CITY OF MERIDIAN**

Request for Proposals
The Mississippi Department of Human Services (MDHS), Division of Family & Children's Services is issuing a Request for Proposal (RFP) for Adoption Recruitment and Retention Services. The RFP may be downloaded from www.mdhs.ms.gov starting Tuesday, March 1, 2016. Copies will also be available in the MDHS lobby, located at 750 North State Street, Jackson, MS 39205. Proposals must be submitted by Friday, April 1, 2016 by 12:00 p.m., Central Time.
Contact: Mike Gallamo
750 North State Street
Jackson, MS 39202
(601) 359-4999
mike.gallamo@mdhs.ms.gov
03/01, 03/08/2016

I, Kristy Shanks Clerk of The Meridian Star, a newspaper published daily at Meridian, Mississippi, do solemnly swear that a copy of this notice, as per clipping attached, was published once a week for 2 weeks in the regular and entire issue of said newspaper, and not in any supplement thereof, to-wit:

in the issue dated 03/01, 20 16, and in the issue dated 03/08, 2016, and

in the issue dated _____, 20____, and in the issue dated _____, 20____.

[Signature] Clerk

Sworn to and subscribed before me, this the 8 day of

March, 2016



[Signature]
Notary Public

PROOF OF PUBLICATION

PRINTER'S FEE \$ 22.36

THE STATE OF MISSISSIPPI LAFAYETTE COUNTY

Personally appeared before me, a notary public in and for said county and State, the undersigned

Tim Phillips

Who, after being duly sworn, deposes and says that he is the Publisher of the Oxford Eagle, a newspaper published daily in the City of Oxford, in said county and State, and that the said newspaper has been published for more than one year and that

Training Initiative

a true copy of which is hereto attached was published for 2 consecutive weeks in said newspaper as follows:

VOLUME	NO.	DATE
<u>148</u>	<u>76</u>	<u>3/1/16</u>
<u>148</u>	<u>82</u>	<u>3/8/16</u>
<u>148</u>	_____	_____
_____	_____	_____

Tim Phillips

Sworn to and subscribed before me this 8th day of March, 2016

Legal Notice
Request for Proposals
 The Mississippi Department of Human Services (MDHS), Division of Family & Children's Services is issuing a Request for Proposal (RFP) for **Social Work Training Initiative Services**. The RFP may be downloaded from www.mdhs.ms.gov starting Tuesday, March 1, 2016. Copies will also be available in the MDHS lobby, located at 750 North State Street, Jackson, MS 39205. Proposals must be submitted by Friday, April 1, 2016 by 12:00 p.m., Central Time.
 Contact: Mike Gallarno
 750 North State Street
 Jackson, MS 39202
 (601) 359-4999
mike.gallarno@mdhs.ms.gov

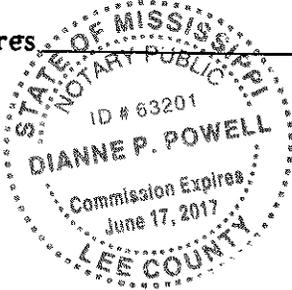
STATE OF MISSISSIPPI, LEE COUNTY:

Personally appeared before me, DIANNE P. POWELL Notary Public, in and for said County and State, H. CLAY FOSTER, JR. Publisher of a newspaper printed and published in the City of Tupelo, Lee County, Mississippi, called The Northeast Mississippi Daily Journal, who being duly sworn, deposes and says that the publication of a certain notice, a true copy of which is hereunto attached, has been made in said newspaper for 2 weeks consecutively to-wit:

- Vol. 142 No. 335 Date Mar. 1 2014
- Vol. 142 No. 342 Date Mar. 8 2016
- Vol. _____ No. _____ Date _____ 20 _____
- Vol. _____ No. _____ Date _____ 20 _____
- Vol. _____ No. _____ Date _____ 20 _____
- Vol. _____ No. _____ Date _____ 20 _____

[Signature]
Witness my hand and seal this 3 day of March, 2014
Dianne P. Powell

My Commission expires _____



#1152025
LEGAL NOTICE
REQUEST FOR PROPOSALS
 The Mississippi Department of Human Services (MDHS) Division of Family & Children's Services is issuing a Request for Proposal (RFP) for Social Work Training Initiative Services. The RFP may be downloaded from www.mdhs.ms.gov starting Tuesday, March 1, 2016. Copies will also be available in the MDHS lobby, located at 750 North State Street, Jackson, MS 39205. Proposals must be submitted by Friday, April 1, 2016 by 12:00 p.m., Central Time.
 Contact: Mike Gallarno
 750 North State Street
 Jackson, MS 39202
 (601) 359-4999
mike.gallarno@mdhs.ms.gov
 March 1, 8, 2016.

**INSURANCE
INFORMATION**

PROPOSAL(S)

PROPOSAL(S) RECEIVED LOG

**LOG OF LETTERS OF INTENT
LETTERS OF INTENT**

Exhibit B

REQUIRED LETTER OF INTENT

Date: March 15, 2015

Mr. /Ms. /Dr.: Ms. Debbie Dobbins

Title: Executive Director

Address: 860 E. River Place

City, State, Zip Code: Jackson MS 39202

Dear Mr. /Ms./Dr.: Mike Gallarno

This letter confirms our intent to submit a proposal pursuant to RFP # 2016ARRS003.
Southern Christian Services for Children & Youth's service area includes entire state of Mississippi. Also, in compliance with the requirements of the letter of intent, Southern Christian Services for Children and Youth submits the following information:

Contact Person's Name: Debbie Dobbins

Contact Person's Title: Executive Director

Phone Number: (601) 354-0983

Fax Number: (601)352-8638

Tax I. D. Number: 64-0758344

DUNS Number: 626069413

Physical Address: 860 E. River Place, Jackson, MS 39202

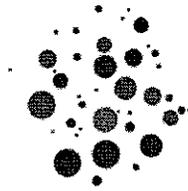
Authorized Official's Email Address: sescydebbie@att.net

Thank you for your consideration.

Sincerely,



Authorized Official



200 MILLION FLOWERS™
connecting kids and parents

March 21, 2016

Mike Gallarno
Director, Division of Family & Children's Services
750 North State Street
Jackson, MS 39202

RE: Adoption Recruitment and Retention Services RFP No. 2016ARRS003

Dear Mr. Gallarno,

This letter confirms our intent to submit a proposal pursuant to RFP# 2016ARRS003.

200 Million Flowers intends to service the state of Mississippi for the purposes of this proposal.
We submit the following information:

Primary Contact Person:

Rick Valore, Executive Director
Phone Number: 601 790-1144 Fax Number: 601 898-9767
Email: rick@200millionflowers.org

Secondary Contact Person:

Craig Robertson, Founder
Phone Number: 601 898-8655 Fax Number: 601 898-9767
Email: craig@robertson.ms

Physical Address:

128 North Maple Street Suite A
Ridgeland, MS 39157

Tax ID Number: 45-2380477 DUNS Number: 055484612

Sincerely,

Rick Valore
Executive Director
200 Million Flowers

Exhibit B

REQUIRED LETTER OF INTENT

Date March 21, 2016

Mr. Mike Gallarno

Title Director DFCS

Address 750 N. State Street

City, State, Zip Code Jackson, MS 39202

Dear Mr. Gallarno,

This letter confirms our intent to submit a proposal pursuant to RFP# 2016ARRS003.

200 Million Flowers service area includes the state of Mississippi. Also, in compliance with the requirements of the letter of intent, 200 Million Flowers submits the following information:

Contact Person's Name: Rick Valore

Contact Person's Title: Executive Director

Phone Number: 601.709.9007

Fax Number: 601.898.9767

Tax I.D. Number: 45-2380477

DUNS Number: 055481612

Physical Address: 128 N. Maple Street, Suite A, Ridgeland, MS 39157

Authorized Official's email address: rick@200millionflowers.org

Thank you for your consideration.

Sincerely,



Authorized Official

MANDATORY PRE-PROPOSAL CONFERENCE LOG

MDHS/DIVISION OF FAMILY & CHILDREN'S SERVICES

RFP #2016ARRS003

DATE OF CONFERENCE: March 10, 2016 2:00 p.m.

VENDOR NAME	SIGNATURE	TIME	MDHS/DFCS Representative
SCSCY	<i>Carrie Deen</i>	1:45 PM	
SCSCY	<i>James James</i>	1:45 PM	
200 MILLION FRANCES	<i>[Signature]</i>	2:10 PM	
200 MILLION FRANCES	<i>[Signature]</i>	2:15 P.M.	