



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

Ms. Catoria Martin, Director  
Personal Service Contract Review Board (PSCRB)  
Mississippi State Personnel Board  
210 East Capitol Street, Suite 800  
Jackson, MS 39201

Dear Ms. Martin:

This letter is to provide PSCRB the information as outlined in PSCRB Rules and Regulations Effective 7.1.16, **Section 7-119 DHS or DCPS Personal Service Contracts.**

CONTRACTOR: SLI Global Solutions, LLC

CONTRACT TERM: November 16, 2016 through November 15, 2017

MODIFICATION: May 15, 2017

METHOD OF PROCUREMENT: Sole Source

TOTAL COST OF CONTRACT: \$1,994,250.00

PURPOSE OF CONTRACT: SLI Global Solutions, LLC will provide technical assistance to implement the child welfare practice model and the provisions of the *Olivia Y.* Settlement Agreement.

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

COPY OF PROPOSED CONTRACTUAL AGREEMENT: ATTACHED

If there are any questions, please contact me at (601) 359-4495.

Sincerely,

DocuSigned by:  
  
564B8E9DE19E46D...  
David A. Chandler

DAC:BL:jb

Attachment

P. O. Box 346 · 660 North Street · Jackson, Mississippi 39205  
Phone (601) 359-4368 · Email: [mdcps.co@mdcps.ms.gov](mailto:mdcps.co@mdcps.ms.gov)  
[www.mdcps.ms.gov](http://www.mdcps.ms.gov)

# MODIFICATION #1 CONTRACT AGREEMENT

PSCM-009-01  
March 2017

**MODIFICATION NUMBER 1  
TO THE AGREEMENT BY AND BETWEEN  
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
AND  
SLI GLOBAL SOLUTIONS, LLC**

The following Amendment, effective May, 15, 2017 is made a part of the contract, dated November, 16, 2016 entered into by and between the Mississippi Department of Child Protection Services and SLI Global Solutions, LLC.

Now, therefore, in consideration of the mutual agreements to modify the original contract between them, MDCPS and “Independent Contractor”, do hereby agree that Paragraphs 3, 4, 5, 10, 16, 20, 23, 24 & 30 of said contract shall be modified to reflect the following:

**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-1 and the “*2<sup>nd</sup> Modified Mississippi Settlement Agreement and Reform Plan,*” attached hereto as Exhibit B-1, and incorporated herein by reference.

**4. Period of Performance.** The period of performance of services under this Contract shall begin on November 16, 2016 and end on November 15, 2017. Upon notification to SLI Global Solutions, LLC by MDCPS, at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by MDCPS for a period of four (4) successive one-year period(s) under the same prices, terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). However, if MDCPS does not intend to renew the contract, the SLI Global Solutions, LLC 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 One Million Nine Hundred Ninety Four Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,994,250.00) for all products, services, salaries, travel, performances, costs, and expenses of whatever kind and nature of this Contract. Modification #1 is a no cost modification. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of One Million Nine Hundred Ninety Four Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,994,250.00). (Exhibit C-1)

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

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March 2017

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

**E-PAYMENT:** Independent contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDCPS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," 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.

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

(1) Termination. The Agency Head of MDCPS may, when the interests of MDCPS so require, terminate this contract in whole or in part, for the convenience of MDCPS. The Agency Head shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

(3) 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.

**16. Availability of Funds.** It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

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March 2017

**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 the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

**23. Representation Regarding Gratuities.** The Independent 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*.

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

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

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

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

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

**PSCM-009-01**  
**March 2017**

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**

**SLI GLOBAL SOLUTIONS, LLC**

**By:** \_\_\_\_\_  
**Authorized Signature**

**By:** \_\_\_\_\_  
**Authorized Signature**

**Printed Name: Dr. David A. Chandler**

**Printed Name: Vernon Drew**

**Title: Commissioner**

**Title: President of CSF Division**

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

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

# EXHIBIT A-1

# SCOPE OF SERVICES

**SLI Global Solutions, LLC**  
**Center for the Support of Families Division**  
**Practice Model Implementation**  
**Scope of Services**  
**November 16, 2016 – November 15, 2017**

The Center for the Support of Families (CSF) is currently working under contract with the Mississippi Department of Child Protection Services (MDCPS) to provide technical assistance in implementing the child welfare practice model and the provisions of the *Olivia Y* Settlement Agreement (MSA). The current contract ends on November 15, 2016, and this proposal includes proposed work for the contract period of November 16, 2016 through November 15, 2017.

In November 2015, an organizational analysis was developed by Public Catalyst which, among other things, recommended that MDCPS (then the Division of Family and Children’s Services of the Mississippi Department of Human Services) focus its efforts on building foundational capacity to implement the reforms required by the *Olivia Y* Settlement Agreement prior to focusing on making practice improvements. The analysis also noted that in Regions where momentum for practice improvements was strong and where leadership and staffing were stable, the Department should preserve the momentum with continued support for practice model implementation while concurrently working on building the fundamental structures and supports needed.

Subsequently, CSF and MDCPS developed the concept of Champion Regions that were committed to and met certain criteria for continuing to implement the practice model. Regions were invited to apply to become a Champion Region and three Regions were identified: I-South, II-West, and IV-North. CSF re-aligned its practice model coaches to focus upon assisting those three Regions move forward in a concentrated manner. Rather than focus on weaker performing Regions and those without the foundational capacity to support practice model implementation, CSF moved its coaching staff, by and large, to the three Champion Regions while continuing to support the remaining Regions with quarterly status meetings with supervisors, along with supporting several areas in the State that require intensive onsite and consultant support, e.g., Regions VII-West, III-South, and VI.

MDCPS has also identified other Regions that are either in a transitional state due to changes in leadership or that have also requested some level of CSF support in order to maintain their momentum and not lose ground that they have achieved toward practice model implementation. MDCPS has requested that CSF plan to support these Regions going forward.

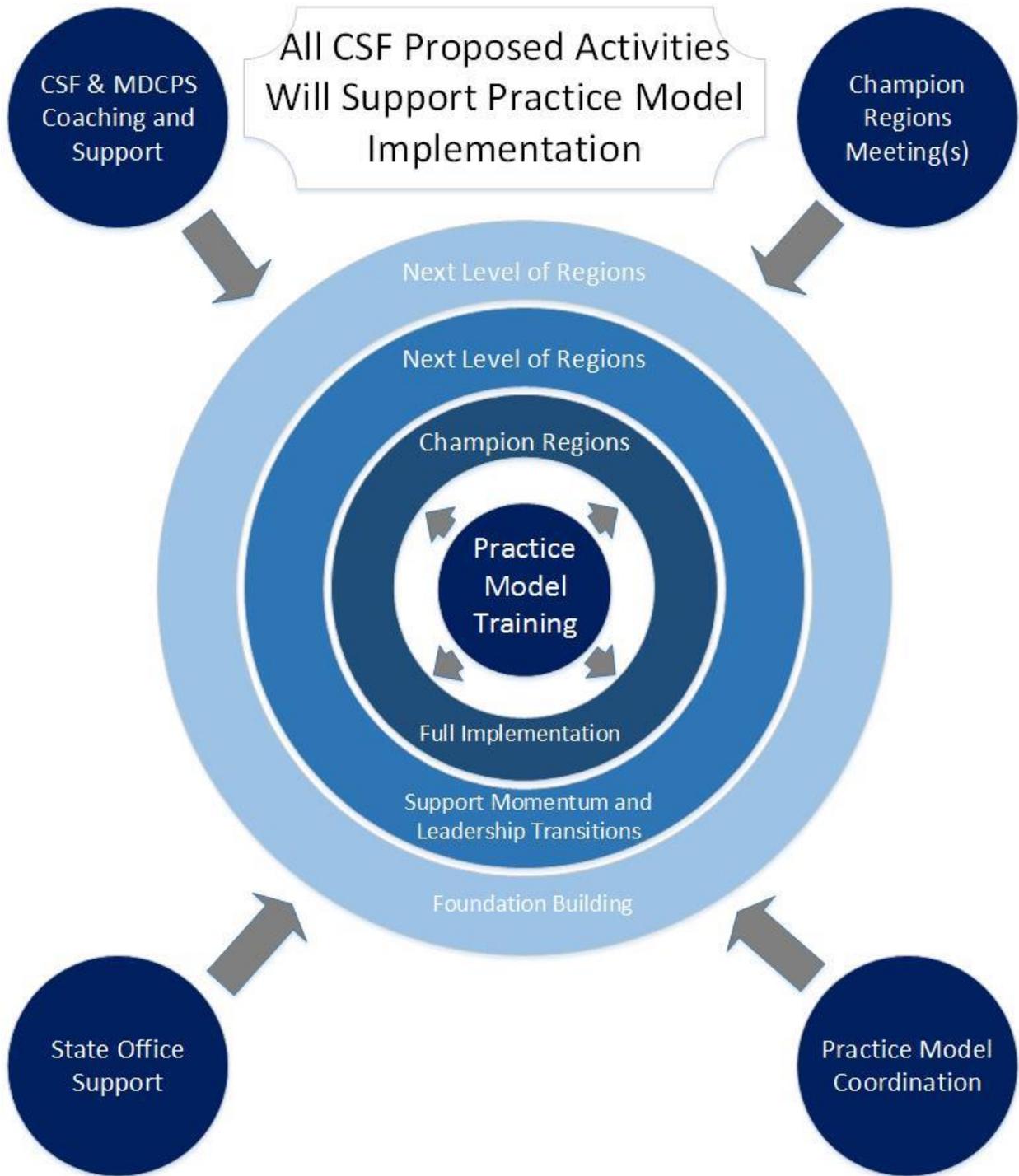
As we move forward into the next contract year, CSF proposes to take the spirit of the organizational assessment, i.e., getting back to the fundamentals, forward in its work with counties and Regions in MS toward practice model implementation. Since we originally delivered the practice model training in 2010-2013, many staff have changed and have been

added, many new MDCPS coaches have been added. As a result, there is an identified need to ensure that all staff and coaches clearly understand the practice model and how it is expected to affect their work with children and families. The theory of change that has grounded the practice model development and implementation from the beginning is that the experiences and outcomes for children and families will improve if MDCPS fundamentally changes its practice with children and families in accordance with the principles and requirements of the *Olivia Y* Settlement Agreement. We still believe this theory of change to be valid, as has been evidenced in the locations in the State where measurable progress in implementing the practice model has been achieved.

Although the basic content of the original practice model training has been incorporated into the Department's pre-service training for new staff, MDCPS has indicated a strong interest in repeating the intensive stand-alone practice model training initially conducted for staff during the rollout process. Although we use the term "training" throughout to describe activities in this category, it is important to note that we are not referring to "training" in the same way as many might interpret it, i.e., classroom lecture and heavy transfer of information. We are using the term here to describe a cycle of learning and development that will be ground in the way that adults learn, mostly from hands-on experience and practice, coaching and mentoring, and observation of others carrying out the practice, as opposed to receiving information in a lecture format.

During the upcoming contract year, CSF will design, develop and deliver a learning cycle for each tenet of the practice model in the Champion Regions using a combination of in-person and virtual training. We will provide key elements of the virtual training to MDCPS for use as other staff/Regions need the training. In addition, we will collaborate with MDCPS to determine the specific practice behaviors that must be demonstrated consistently by staff in order to use the practice model effectively in their work with children and families, emphasize those behaviors in coaching and support activities, and tie those behaviors to fidelity measures to be used by supervisors to evaluate the success of their staff in implementing the practice model.

With this concept in mind, we propose that in 2016-2017, all of CSF's contracted work will be in service to the full implementation of the practice model in the Champion Regions and to preparing other Regions with the basic understanding of the model that will be needed for them to approach full implementation in the future. Essentially, the development of learning and development modules for each of the six components of the practice model will be the center piece of our work with MDCPS next year. The other activities – coaching, meeting sponsorship, State Office assistance, etc. – will lend support directly to the implementation and application of learning content to staff's work with children and families. The graphic below illustrates this concept.



In order to reach our goals for 2016-2017, the concept of “coaching” as we have defined it to date will need to take on a broader definition of “support” to counties and Regions if we are to achieve full implementation of the practice model. For example, “coaching” activities by CSF staff will need to include collaboration with MDCPS to determine specific content and behaviors to be included in the training, preparation of staff to receive practice model training, delivery of

the training, and observation/guidance/feedback throughout the application of learning process. We envision that all of the CSF “coaching” activities will be in support of practice model implementation, primarily in the Champion Regions, but that the activities in the non-Champion Regions will, in a less intense way, also support preparation and readiness of those Regions to approach full implementation concurrently with building their staffing and leadership capacity.

We also propose working collaboratively with the MDCPS coaches to coordinate activities so that the tremendous coaching resources available to MDCPS through both CSF and its own staff are all directed toward the fundamental goal of full implementation of the practice model and improvements in the outcomes for children and families. We will work closely with MDCPS coaches to coordinate activities, implement training, and support application of learning.

Specifically, in this proposal for 2016-2017 work with MDCPS, CSF proposes the following categories of work:

### **Practice Model Training and Learning Development**

CSF proposes to re-design the current stand-alone practice model learning and development content for each of the six components of the practice model. We also propose to develop an introductory module to assist in preparing trainees to use the practice model modules. We propose to revise the current content of the practice model training to include content on trauma-focused child welfare practice within the context of the practice model components. Note that we will determine the specific content in collaboration with a joint CSF/MDCPS design team. We propose to re-design the learning cycle in a virtual format, so that all of the learning activities will not necessarily be delivered in-person as in traditional training formats. This will allow large-scale staff access to the same information and materials at the same time and to pursue their own learning when it is most possible for them. It will also allow MDCPS to use the modules on an ongoing basis as new staff come on board. We will work with MDCPS to ensure that all virtual learning can be supported by existing technology. These discussions will address the platform upon which to build the modules, whether to build a separate website or use the MDCPS SharePoint site, and hardware and software needs. We will also work with MDCPS to determine the time line for developing and delivering the learning cycle; identifying the specific social worker behaviors that will be the focus of the components of the training; and other issues as needed.

*Based on experience in the current contract year, we project using 2925 hours at \$160 per hour for this task.*

## Coaching and Regional Support

We are budgeting a pool of hours to assist MDCPS in achieving implementation of the practice model in the following ways:

- Support for the current three Champion Regions to fully implement the practice model and to attain the performance goals that are established for the Regions. This will be in the form of preparation activities, coaching of supervisors and leadership, application of learning, training delivery, and consultation in the Champion Regions at levels to be determined in collaboration with MDCPS.
- Support at least one additional Region that may be designated as a Champion Region at some point during the upcoming contract year.
- Support identified non-Champion Regions where a level of momentum exists to be maintained, or where leadership is undergoing a transition at levels and with activities to be determined in collaboration with MDCPS.
- Support the remaining non-Champion Regions with quarterly status meetings at levels to be determined in collaboration with MDCPS.
- Support identified Regions that have had particular difficulties, as in the last few contracts, with intense coaching and training support to help stabilize the Regions and lay the foundation for moving forward with practice improvements later. (Note that these are the Regions where CSF staff currently devote significant time helping to stabilize the Regions in addition to defined “coaching” activities. Currently, these are Region VI and Hancock County, but this could change during the year.)

Hours budgeted for this category may also include preparation and travel time for CSF coaches to participate in activities.

*Based on this level of support, the total number of projected supervisory coaching and support hours in Regions other than those receiving intensive support is 6200 hours at \$120 per hour. For those Regions/counties receiving the intensive support, the proposed number of hours is 3000 at a rate of \$120 per hour.*

## State Office Support

As in previous years, we are leaving this category flexible in order to be able to respond to needs as requested by MDCPS or in response to pending negotiations on the next implementation period for the *Olivia Y* Settlement Agreement. In prior years, this support has included management support, participation in implementation team activities, support for development and validation of many data reports, using the data to track progress and inform MDCPS activities, support the development and maintenance of Continuous Quality Improvement (CQI)

activities, support to the development of Performance Based Contracting (PBC), and other identified activities. In the upcoming contract year, we propose to support State Office activities in these ways as needed, as well as to develop the tools and approaches needed to support implementation of the practice model.

*For State Office assistance, we project using 1350 hours at \$185 per hour.*

### **Practice Model Coordination**

As MDCPS is using the practice model as the primary means of implementing the practice and outcome related provisions of the Settlement Agreement, it is very important to ensure consistency in practice and in meeting requirements. Examples of activities to be performed with regard to practice model coordination include the following:

- Each coach (MDCPS and CSF) is required to submit a monthly report of their activities to both CSF and MDCPS. CSF closely reviews the reports, identifies strengths and weaknesses in implementation activities, and addresses them with the coaches, Regional Directors, State Implementation Team, and others as needed. CSF analyzes and summarizes the multiple reports for DFCS and provides a monthly report on the status of implementation activities, which also goes to the Court Monitor and plaintiffs.
- CSF will work with MDCPS to provide joint coaches' meetings or calls during the year, including developing the content and agenda and co-facilitating the meetings, as a means of ensuring consistency in approach to implementing the practice model, fidelity in practice to the components of the practice model, and building capacity of coaches (MDCPS and CSF) to support the implementation process. Without the periodic meetings and coaches' calls and the resulting exchange of information, coaches may become isolated within their regions and lack the support needed to ensure consistent, effective implementation activities.
- CSF staff/consultants are available to answer questions, address emerging issues, and provide direction on coaching activities at all times to both CSF and MDCPS coaches, and to Regional Directors and ASWSs. These coordinators convene periodic calls with coaches and/or Regional Directors to initiate discussion on emerging issues, identify strengths of practice, and provide assistance as needed.
- The CSF practice model coordinator also helps to manage the development of the coaching labs and learning cycle development and delivery from this line item in the budget.

*In carrying out these coordination activities, CSF projects a need for approximately 500 hours at the base contract rate of \$185 per hour over the course of the contract period.*

### **Champion Region Meeting(s)**

For the past three years, CSF has included a line item in the contract to support a statewide supervisors' meeting that focuses on topics relevant to the Department's implementation of the practice model and the *Olivia Y* Settlement Agreement. For the 2015-2016 contract, the meeting focused on the three Champion Regions and their supervisory staff, while Regional Directors and Regional ASWSs from non-Champion Regions also participated. For the upcoming contract period, we are leaving the specific plans for the meeting(s) flexible in order to best meet the needs of MDCPS in moving forward. Possibilities for using the budget line item (which is the same as last year's amount) include another statewide meeting similar to the one in 2016, or the possibility of more than one smaller meetings focused on the Champion Regions in different locations in the State. The budget is designed to cover costs for hotel rooms, meals, mileage, speakers, and materials for participants in the meeting(s). We propose to collaborate with MDCPS to determine the structure of the meeting(s) that will best meet its needs. The staff regional, county and State Office staff participating in this meeting may vary from prior meetings depending upon the needs of DHS.

*For the statewide supervisors meeting, we propose a fixed cost of \$80,000.*

All of the activities described above will be focused on strengthening MDCPS' capacity for achieving full implementation and sustainability of the practice model and concentrated help where it is needed the most. It is important to note that as MDCPS moves forward as a new agency within Mississippi and in further implementation of the *Olivia Y* Settlement Agreement, which will be re-negotiated subsequent to CSF providing this proposal to MDCPS, any of the proposed activities within this proposal may need to be changed or the specifics noted herein may need to be re-negotiated with MDCPS so that the contract best serves the needs of MDCPS.

# EXHIBIT B-1

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

(See Mississippi Department of Child Protection Services Website)  
<https://www.mdcps.ms.gov/olivia-y-lawsuit/>

**SLI GLOBAL SOLUTIONS LLC**  
**CENTER FOR THE SUPPORT OF FAMILIES DIVISION**  
**PRACTICE MODEL**  
**BUDGET NARRATIVE**  
**NOVEMBER 16, 2016-NOVEMBER 15, 2017**

<b>Task</b>	<b>Total hours</b>	<b>Hourly Rate</b>	<b>Total Cost</b>
Practice Model Training and Learning Development	2925	160.00	\$ 468,000
Practice Model Coaching and Regional Support (in Champion and non-Champion Regions)	6200	120.00	\$ 744,000
<ul style="list-style-type: none"> <li>• Special Assistance for Region VI, Hancock County and/or other counties as needed</li> </ul>	3000	120.00	\$ 360,000
State Office Support	1350	185.00	\$ 249,750
Practice Model Coordination	500	185.00	\$ 92,500
Statewide Supervisors' Meeting(s)	NA	NA	\$ 80,000
<b>TOTAL</b>	<b>13,850</b>		<b>\$1,994,250</b>

The following budget for the categories of activities described above. The hourly rate for all coaching and support activities is \$120 per hour; the rate for the training development is \$160 per hour; and the rate for State Office support and practice model coordination is \$185 per hour. The amounts below represent all costs of staff and consultant salaries, fringe benefits, administrative costs, and travel costs. We will not bill separately for travel related to the activities in the contract.

It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of One Million Nine Hundred Ninety Four Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,994,250.00).

# EXHIBIT C-1 BUDGET

# FEDERAL DEBARMENT VERIFICATION

PDVF-004-001  
March 2017

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

**PARTNERSHIP DEBARMENT VERIFICATION FORM**

*Please Print Clearly or Type*

Subgrantee's/Contractor's Name	SCI GLOBAL SOLUTIONS LLC
Authorized Official's Name	VERNON DREW
DUNS Number	956912547
Address	8555 16TH ST. SILVER SPRING MD 20910
Phone Number	3015879622

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

  
\_\_\_\_\_  
Signature of Authorized Official

5-2-17  
\_\_\_\_\_  
Date

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

*Please Print Clearly or Type*

Subgrantee's/Contractor's Name	SLI GLOBAL SOLUTIONS, LLC.
Authorized Official's Name	VERNON DREW
DUNS Number	956912547
Address	8555 16 <sup>th</sup> ST. SILVER SPRING MD 20910
Phone Number	3015879622
Are you currently registered with <a href="http://www.sam.gov">www.sam.gov</a> (Respond Yes or No)	YES
Registration Status (Type Active or Inactive)	ACTIVE
Active Exclusions (Type Yes or No)	NO

I hereby certify that SLI GLOBAL SOLUTIONS, LLC is not on the list for federal  
Subgrantee's Name/Contractor's Name  
 debarment on [www.sam.gov](http://www.sam.gov) -System for Award Management.

VD  
 Signature of Authorized Official

5-2-17  
 Date

**CERTIFICATE  
OF  
INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/6/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Borden Perlman Insurance Agency 250 Phillips Boulevard, Suite 280 Ewing, NJ 08618  www.bordenperlman.com                      9085390	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 609-896-3434 <b>FAX (A/C. No):</b> 609-895-1468 <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td><b>INSURER B:</b> Chubb Insurance Company of New Jersey</td> <td style="text-align: center;">41386</td> </tr> <tr> <td><b>INSURER C:</b> Executive Risk Indemnity Inc</td> <td style="text-align: center;">35181</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Federal Insurance Company	20281	<b>INSURER B:</b> Chubb Insurance Company of New Jersey	41386	<b>INSURER C:</b> Executive Risk Indemnity Inc	35181	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER A:</b> Federal Insurance Company	20281														
<b>INSURER B:</b> Chubb Insurance Company of New Jersey	41386														
<b>INSURER C:</b> Executive Risk Indemnity Inc	35181														
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> SLI Global Solutions, LLC 216 16th Street, Suite 700 Denver CO 80202															

**COVERAGES                      CERTIFICATE NUMBER: 34539022                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		35312580	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			74977609	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			79737593	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	716528917	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C B	Professional Liability Crime			68007910 82090153	5/20/2016 1/1/2017	5/20/2017 1/1/2018	5,000,000 Liab Limit 1,000,000 Limit

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

per the terms of form 80-02 2000 (4-01) MDCPS is included as additional insured; contingent upon an underlying written agreement with the named insured requiring such coverage. Coverage will apply on the Primary/Non Contributory basis.

<b>CERTIFICATE HOLDER</b>  Mississippi Department of Child Protective Services PO Box 346 660 North State St Jackson MS 39205	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Douglas Borden
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# E-Verify

Company ID Number: 161591

## ARTICLE I

### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Center for the Support of Families, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

## ARTICLE II

### FUNCTIONS TO BE PERFORMED

#### A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the 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).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Company ID Number: 161591

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

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action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's 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 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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 non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

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employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 or 1-800-237-2515 (TDD).

12. 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.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that 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.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

### ARTICLE III

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

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Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

#### **B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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.

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

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

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7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### ARTICLE IV

##### SERVICE PROVISIONS

The 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 the E-Verify System, an Employer will need a personal computer with Internet access.

#### ARTICLE V

##### PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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 procedures or legal requirements. 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 they may determine.

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.

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.

The employer understands that the fact of 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, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 161591

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

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer Center for the Support of Families, Inc.

Vernon Drew

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

\_\_\_\_\_  
10/31/2008

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Department of Homeland Security – Verification Division

USCIS Verification Division

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

\_\_\_\_\_  
10/31/2008

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# W9 FORM

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>GLI Capital Group, Inc.</b>		
	2 Business name/disregarded entity name, if different from above <b>SLI Global Solutions, LLC</b>		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>216 16th Street Suite 700</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Denver, CO 80202</b>		
	7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																																			
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 generally 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 <i>How to get a TIN</i> on page 3.																																																			
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px;">2</td><td style="width: 20px;">2</td><td style="width: 20px;">-</td><td style="width: 20px;">2</td><td style="width: 20px;">9</td><td style="width: 20px;">8</td><td style="width: 20px;">6</td><td style="width: 20px;">2</td><td style="width: 20px;">2</td><td style="width: 20px;">2</td> </tr> </table>	Social security number																				or										Employer identification number										2	2	-	2	9	8	6	2	2	2
Social security number																																																			
or																																																			
Employer identification number																																																			
2	2	-	2	9	8	6	2	2	2																																										

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. 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	
2. 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	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> 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 3.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>7/26/2016</b>
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**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/efw9](http://www.irs.gov/efw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**ORIGINAL  
CONTRACT  
AGREEMENT**

Revised 09/2016

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

1. **Parties.** This Contract is made and entered into by and between the Mississippi Department of Child Protection Services, Mississippi Department of Human Services, hereinafter referred to as "MDCPS," and SLI Global Solutions, LLC (formely known as Center for the Support of Families, Inc.), hereinafter referred to as "Independent Contractor."

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

3. **Scope of Services.** The Independent Contractor shall perform and render the following services 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 November 16, 2016 and end on November 15, 2017. Upon notification to SLI Global Solutions, LLC (formely known as Center for the Support of Families, Inc.) by MDCPS, at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by MDCPS for a period of four (4) successive one-year period(s) under the same prices, terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). However, if MDCPS does not intend to renew the contract, the SLI Global Solutions, LLC (formely known as Center for the Support of Families, 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 One Million Nine Hundred Ninety Four Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,994,250.00) 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 One Million Nine Hundred Ninety Four Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,994,250.00). (Exhibit C)

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

**PAYMODE:** Payments by state agencies using the Mississippi's Accountability System For Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State may, at its sole

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discretion, require the Independent Contractor to submit invoices and supporting documentation electronically, at any time, during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

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

**6. Relationship of Parties**

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

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

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

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

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

**7. Termination for Cause.** If, through any cause, Independent Contractor fails to fulfill in a timely and proper manner, as determined by MDCPS, its obligations under this

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

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

#### **8. Termination for Default.**

(1) **Default.** If the contractor refuses or fails to perform any provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner of MDCPS may notify the contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner, 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 Commissioner may procure similar services in a manner and upon terms deemed appropriate by the Commissioner. 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 Commissioner, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State has an interest.

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

(4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Commissioner 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;

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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 Commissioner of MDCPS shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of MDCPS under the clause entitled (in fixed-price contracts, "Termination for Convenience," or in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

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

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

**9. Termination upon Bankruptcy.** This contract may be terminated in whole or in part by MDCPS upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

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

(1) **Termination.** The Agency Head of MDCPS may, when the interests of MDCPS so require, terminate this contract in whole or in part, for the convenience of MDCPS. The Agency Head shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

**11. Ownership of Documents and Work Products.** All data collected by Independent Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Independent Contractor in connection with this Contract shall be the property of MDCPS upon completion or termination of this Contract. MDCPS hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials prepared under this Contract.

The Independent Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDCPS.

**12. Record Retention and Access to Records.** Independent Contractor shall maintain, and make available to MDCPS, any State agency authorized to audit MDCPS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three-year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

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

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

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

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

**17. Price Adjustment.**

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

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

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

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

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

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

20. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction, Jackson, Hinds County, Mississippi. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.

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

22. **Certification of Independent Price Determination.** The Independent Contractor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to those prices, the intention to submit a quote, bid, or proposal or the methods or factors used to calculate the its prices.

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

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

25. **Severability.** If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

26. **Stop Work Order.**

A. **Order to Stop Work.** The Mississippi Department of Child Protection Services, may, by written order to the Independent Contractor at any time, and without notice to

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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 Mississippi Department of Child Protection 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 MDCPS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 13, Modification or Amendment, of this Contract.

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

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

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

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the Commissioner of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Commissioner of the Mississippi Department of Child Protection Services.

In a review before the Commissioner 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 Commissioner on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.

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

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

**30. E-Verify.** Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated § 71-11-1 and § 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such

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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;

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").

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

**34. Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

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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:

**MDCPS:** Dr. David A. Chandler, Commissioner  
Post Office Box 346  
Jackson, Mississippi 39205

**SLI GLOBAL SOLUTIONS:** Vernon Drew, President Of CSF Division  
1107 Spring Street, Suite 2C  
Silver Spring, MD 20910

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.

MS Department of Child Protection  
Services

SLI Global Solutions, LLC

By: Kriste R. Ploton, LCSW  
Authorized Signature

By: [Signature]  
Authorized Signature

Printed Name: Dr. David A. Chandler

Printed Name: T. Vernon Drew Jr

Title: Commissioner

Title: President

Date: 11/16/16

Date: 11/15/16

# **EXHIBIT A**

# **SCOPE OF SERVICES**

**SLI Global Solutions, LLC**  
**Center for the Support of Families Division**  
**Practice Model Implementation**  
**Scope of Services**  
**November 16, 2016 – November 15, 2017**

The Center for the Support of Families (CSF) Division is currently working under contract with the Mississippi Department of Child Protection Services (MDCPS) to provide technical assistance in implementing the child welfare practice model and the provisions of the *Olivia Y* Settlement Agreement (MSA). The current contract ends on November 15, 2016, and this proposal includes proposed work for the contract period of November 16, 2016 through November 15, 2017.

In November 2015, an organizational analysis was developed by Public Catalyst which, among other things, recommended that MDCPS (then the Division of Family and Children's Services of the Mississippi Department of Human Services) focus its efforts on building foundational capacity to implement the reforms required by the *Olivia Y* Settlement Agreement prior to focusing on making practice improvements. The analysis also noted that in Regions where momentum for practice improvements was strong and where leadership and staffing were stable, the Department should preserve the momentum with continued support for practice model implementation while concurrently working on building the fundamental structures and supports needed.

Subsequently, CSF and MDCPS developed the concept of Champion Regions that were committed to and met certain criteria for continuing to implement the practice model. Regions were invited to apply to become a Champion Region and three Regions were identified: I-South, II-West, and IV-North. CSF re-aligned its practice model coaches to focus upon assisting those three Regions move forward in a concentrated manner. Rather than focus on weaker performing Regions and those without the foundational capacity to support practice model implementation, CSF moved its coaching staff, by and large, to the three Champion Regions while continuing to support the remaining Regions with quarterly status meetings with supervisors, along with supporting several areas in the State that require intensive onsite and consultant support, e.g., Regions VII-West, III-South, and VI.

MDCPS has also identified other Regions that are either in a transitional state due to changes in leadership or that have also requested some level of CSF support in order to maintain their momentum and not lose ground that they have achieved toward practice model implementation. MDCPS has requested that CSF plan to support these Regions going forward.

As we move forward into the next contract year, CSF proposes to take the spirit of the organizational assessment, i.e., getting back to the fundamentals, forward in its work with counties and Regions in MS toward practice model implementation. Since we originally

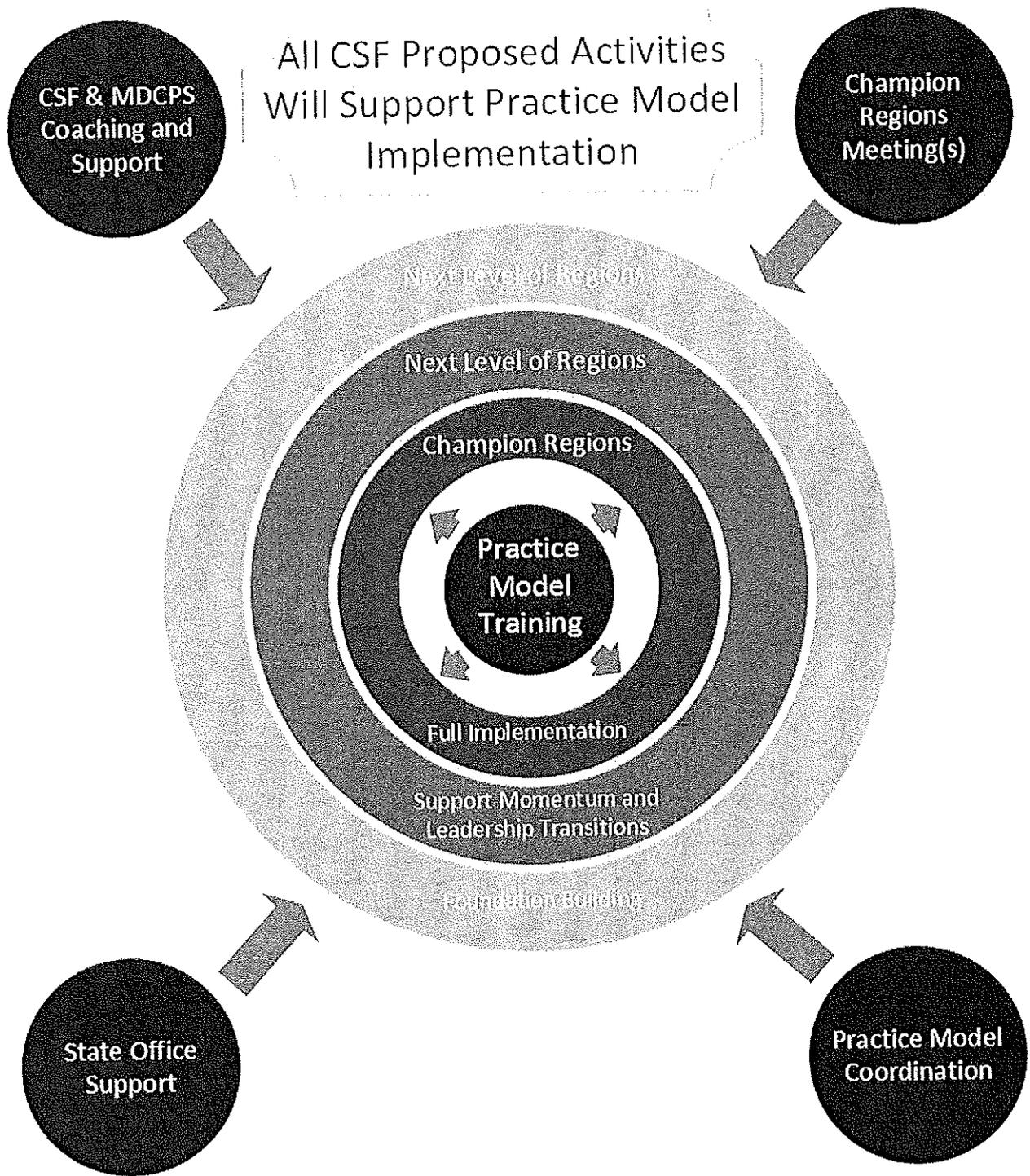
delivered the practice model training in 2010-2013, many staff have changed and have been added, many new MDCPS coaches have been added. As a result, there is an identified need to ensure that all staff and coaches clearly understand the practice model and how it is expected to affect their work with children and families. The theory of change that has grounded the practice model development and implementation from the beginning is that the experiences and outcomes for children and families will improve if MDCPS fundamentally changes its practice with children and families in accordance with the principles and requirements of the *Olivia Y* Settlement Agreement. We still believe this theory of change to be valid, as has been evidenced in the locations in the State where measurable progress in implementing the practice model has been achieved.

Although the basic content of the original practice model training has been incorporated into the Department's pre-service training for new staff, MDCPS has indicated a strong interest in repeating the intensive stand-alone practice model training initially conducted for staff during the rollout process. Although we use the term "training" throughout to describe activities in this category, it is important to note that we are not referring to "training" in the same way as many might interpret it, i.e., classroom lecture and heavy transfer of information. We are using the term here to describe a cycle of learning and development that will be ground in the way that adults learn, mostly from hands-on experience and practice, coaching and mentoring, and observation of others carrying out the practice, as opposed to receiving information in a lecture format.

During the upcoming contract year, CSF will design, develop and deliver a learning cycle for each tenet of the practice model in the Champion Regions using a combination of in-person and virtual training. We will provide key elements of the virtual training to MDCPS for use as other staff/Regions need the training. In addition, we will collaborate with MDCPS to determine the specific practice behaviors that must be demonstrated consistently by staff in order to use the practice model effectively in their work with children and families, emphasize those behaviors in coaching and support activities, and tie those behaviors to fidelity measures to be used by supervisors to evaluate the success of their staff in implementing the practice model.

With this concept in mind, we propose that in 2016-2017, all of CSF's contracted work will be in service to the full implementation of the practice model in the Champion Regions and to preparing other Regions with the basic understanding of the model that will be needed for them to approach full implementation in the future. Essentially, the development of learning and development modules for each of the six components of the practice model will be the center piece of our work with MDCPS next year. The other activities – coaching, meeting sponsorship, State Office assistance, etc. – will lend support directly to the implementation and application of learning content to staff's work with children and families. The graphic below illustrates this concept.

*Exhibit A, Scope of Services*



In order to reach our goals for 2016-2017, the concept of “coaching” as we have defined it to date will need to take on a broader definition of “support” to counties and Regions if we are to achieve full implementation of the practice model. For example, “coaching” activities by CSF staff will need to include collaboration with MDCPS to determine specific content and behaviors

*Exhibit A, Scope of Services*

to be included in the training, preparation of staff to receive practice model training, delivery of the training, and observation/guidance/feedback throughout the application of learning process. We envision that all of the CSF "coaching" activities will be in support of practice model implementation, primarily in the Champion Regions, but that the activities in the non-Champion Regions will, in a less intense way, also support preparation and readiness of those Regions to approach full implementation concurrently with building their staffing and leadership capacity.

We also propose working collaboratively with the MDCPS coaches to coordinate activities so that the tremendous coaching resources available to MDCPS through both CSF and its own staff are all directed toward the fundamental goal of full implementation of the practice model and improvements in the outcomes for children and families. We will work closely with MDCPS coaches to coordinate activities, implement training, and support application of learning.

Specifically, in this proposal for 2016-2017 work with MDCPS, CSF proposes the following categories of work:

### **Practice Model Training and Learning Development**

CSF proposes to re-design the current stand-alone practice model learning and development content for each of the six components of the practice model. We also propose to develop an introductory module to assist in preparing trainees to use the practice model modules. We propose to revise the current content of the practice model training to include content on trauma-focused child welfare practice within the context of the practice model components. Note that we will determine the specific content in collaboration with a joint CSF/MDCPS design team. We propose to re-design the learning cycle in a virtual format, so that all of the learning activities will not necessarily be delivered in-person as in traditional training formats. This will allow large-scale staff access to the same information and materials at the same time and to pursue their own learning when it is most possible for them. It will also allow MDCPS to use the modules on an ongoing basis as new staff come on board. We will work with MDCPS to ensure that all virtual learning can be supported by existing technology. These discussions will address the platform upon which to build the modules, whether to build a separate website or use the MDCPS SharePoint site, and hardware and software needs. We will also work with MDCPS to determine the time line for developing and delivering the learning cycle; identifying the specific social worker behaviors that will be the focus of the components of the training; and other issues as needed.

*Based on experience in the current contract year, we project using 2000 hours at \$160 per hour for this task.*

*Exhibit A, Scope of Services*

## Coaching and Regional Support

We are budgeting a pool of hours to assist MDCPS in achieving implementation of the practice model in the following ways:

- Support for the current three Champion Regions to fully implement the practice model and to attain the performance goals that are established for the Regions. This will be in the form of preparation activities, coaching of supervisors and leadership, application of learning, training delivery, and consultation in the Champion Regions at levels to be determined in collaboration with MDCPS.
- Support at least one additional Region that may be designated as a Champion Region at some point during the upcoming contract year.
- Support identified non-Champion Regions where a level of momentum exists to be maintained, or where leadership is undergoing a transition at levels and with activities to be determined in collaboration with MDCPS.
- Support the remaining non-Champion Regions with quarterly status meetings at levels to be determined in collaboration with MDCPS.
- Support identified Regions that have had particular difficulties, as in the last few contracts, with intense coaching and training support to help stabilize the Regions and lay the foundation for moving forward with practice improvements later. (Note that these are the Regions where CSF staff currently devote significant time helping to stabilize the Regions in addition to defined “coaching” activities. Currently, these are Region VI and Hancock County, but this could change during the year.)

Hours budgeted for this category may also include preparation and travel time for CSF coaches to participate in activities.

*Based on this level of support, the total number of projected supervisory coaching and support hours in Regions other than those receiving intensive support is 6200 hours at \$120 per hour. For those Regions/counties receiving the intensive support, the proposed number of hours is 3000 at a rate of \$120 per hour.*

## State Office Support

As in previous years, we are leaving this category flexible in order to be able to respond to needs as requested by MDCPS or in response to pending negotiations on the next implementation period for the *Olivia Y* Settlement Agreement. In prior years, this support has included management support, participation in implementation team activities, support for development and validation of many data reports, using the data to track progress and inform MDCPS

*Exhibit A, Scope of Services*

activities, support the development and maintenance of Continuous Quality Improvement (CQI) activities, support to the development of Performance Based Contracting (PBC), and other identified activities. In the upcoming contract year, we propose to support State Office activities in these ways as needed, as well as to develop the tools and approaches needed to support implementation of the practice model.

*For State Office assistance, we project using 2150 hours at \$185 per hour.*

### **Practice Model Coordination**

As MDCPS is using the practice model as the primary means of implementing the practice and outcome related provisions of the Settlement Agreement, it is very important to ensure consistency in practice and in meeting requirements. Examples of activities to be performed with regard to practice model coordination include the following:

- Each coach (MDCPS and CSF) is required to submit a monthly report of their activities to both CSF and MDCPS. CSF closely reviews the reports, identifies strengths and weaknesses in implementation activities, and addresses them with the coaches, Regional Directors, State Implementation Team, and others as needed. CSF analyzes and summarizes the multiple reports for DFCS and provides a monthly report on the status of implementation activities, which also goes to the Court Monitor and plaintiffs.
- CSF will work with MDCPS to provide joint coaches' meetings or calls during the year, including developing the content and agenda and co-facilitating the meetings, as a means of ensuring consistency in approach to implementing the practice model, fidelity in practice to the components of the practice model, and building capacity of coaches (MDCPS and CSF) to support the implementation process. Without the periodic meetings and coaches' calls and the resulting exchange of information, coaches may become isolated within their regions and lack the support needed to ensure consistent, effective implementation activities.
- CSF staff/consultants are available to answer questions, address emerging issues, and provide direction on coaching activities at all times to both CSF and MDCPS coaches, and to Regional Directors and ASWSs. These coordinators convene periodic calls with coaches and/or Regional Directors to initiate discussion on emerging issues, identify strengths of practice, and provide assistance as needed.
- The CSF practice model coordinator also helps to manage the development of the coaching labs and learning cycle development and delivery from this line item in the budget.

*Exhibit A, Scope of Services*

*In carrying out these coordination activities, CSF projects a need for approximately 500 hours at the base contract rate of \$185 per hour over the course of the contract period.*

### **Champion Region Meeting(s)**

For the past three years, CSF has included a line item in the contract to support a statewide supervisors' meeting that focuses on topics relevant to the Department's implementation of the practice model and the *Olivia Y* Settlement Agreement. For the 2015-2016 contract, the meeting focused on the three Champion Regions and their supervisory staff, while Regional Directors and Regional ASWSs from non-Champion Regions also participated. For the upcoming contract period, we are leaving the specific plans for the meeting(s) flexible in order to best meet the needs of MDCPS in moving forward. Possibilities for using the budget line item (which is the same as last year's amount) include another statewide meeting similar to the one in 2016, or the possibility of more than one smaller meetings focused on the Champion Regions in different locations in the State. The budget is designed to cover costs for hotel rooms, meals, mileage, speakers, and materials for participants in the meeting(s). We propose to collaborate with MDCPS to determine the structure of the meeting(s) that will best meet its needs. The staff regional, county and State Office staff participating in this meeting may vary from prior meetings depending upon the needs of DHS.

*For the statewide supervisors meeting, we propose a fixed cost of \$80,000.*

All of the activities described above will be focused on strengthening MDCPS' capacity for achieving full implementation and sustainability of the practice model and concentrated help where it is needed the most. It is important to note that as MDCPS moves forward as a new agency within Mississippi and in further implementation of the *Olivia Y* Settlement Agreement, which will be re-negotiated subsequent to CSF providing this proposal to MDCPS, any of the proposed activities within this proposal may need to be changed or the specifics noted herein may need to be re-negotiated with MDCPS so that the contract best serves the needs of MDCPS.

# **EXHIBIT B**

## **Modified Mississippi Settlement Agreement And Reform Plan**

**(See Mississippi Department of Human Services Website)  
[www.mdhs.state.ms.us](http://www.mdhs.state.ms.us)**

# **EXHIBIT C**

# **BUDGET**

**SLI GLOBAL SOLUTIONS LLC  
 CENTER FOR THE SUPPORT OF FAMILIES DIVISION  
 PRACTICE MODEL  
 BUDGET NARRATIVE  
 NOVEMBER 16, 2016-NOVEMBER 15, 2017**

<b>Task</b>	<b>Total hours</b>	<b>Hourly Rate</b>	<b>Total Cost</b>
Practice Model Training and Learning Development	2000	160.00	\$320,000
Practice Model Coaching and Regional Support (in Champion and non-Champion Regions)	6200	120.00	\$744,000
<ul style="list-style-type: none"> <li>• Special Assistance for Region VI, Hancock County and/or other counties as needed</li> </ul>	3000	120.00	\$360,000
State Office Support	2150	185.00	\$397,750
Practice Model Coordination	500	185.00	\$92,500
Statewide Supervisors' Meeting(s)	NA	NA	\$80,000
<b>TOTAL</b>	<b>13,850</b>		<b>\$1,994,250</b>

The following budget for the categories of activities described above. The hourly rate for all coaching and support activities is \$120 per hour; the rate for the training development is \$160 per hour; and the rate for State Office support and practice model coordination is \$185 per hour. The amounts below represent all costs of staff and consultant salaries, fringe benefits, administrative costs, and travel costs. We will not bill separately for travel related to the activities in the contract.

It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of One Million Nine Hundred Ninety Four Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,990,250.00).