



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
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: Chapin Hall at the University of Chicago

CONTRACT TERM: July 1, 2017- June 30, 2018

RENEWAL: N/A

METHOD OF PROCUREMENT: Sole Source

TOTAL COST OF CONTRACT: \$134,922

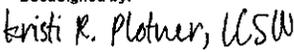
PURPOSE OF CONTRACT: Perform research, analyses and technical assistance to support MDCPS' efforts to develop and implement a performance based contracting system. This effort is focused on those private providers that contract with MDCPS for the provision of emergency shelter, regular group homes, therapeutic group homes and therapeutic resource homes that provide services to children and families involved with the child welfare system.

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:

664B8E9DE19E46D
Dr. David A. Chandler

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

SOLE SOURCE DETERMINATION



Personal Service Contract Review Board
Form PSCRB-002
SOLE SOURCE DETERMINATION
Revised 7/1/2015

Agency: Mississippi Department of Child Protection Services

Agency Contact Name: Dr. David A. Chandler

Agency Contact Phone Number: 601-359-9669

Agency Contact Email Address: David.Chandler@mdcps.ms.gov

Agency Contact Fax Number: 601-359-4477

Date Form Submitted: 03/31/17

Contractor Name: Chapin Hall Center for Children

Contract Address: 1313 East 60th Street Chicago, IL 60637

Principal Owners with Greater than 5% Interest in the Company:
Bryan Samuels

Service Type:
Consultants

Date of Contract:
July 1, 2017

Length of Initial Contract:
One Year

Number of Renewals:
0

Total Value of Contract including renewals:
\$257,613.00

RRIN (Sole Source Notification) number:
N/A

Is the contractor registered with the Mississippi Secretary of State?
 Yes
 No

Were any objections to the sole source determination regarding this service received by the agency?
 Yes
 No

Is this service mandated by a valid binding court order?
 Yes
 No

Description and Scope of Service:
Chapin Hall at the University of Chicago has, since its inception in 1985 as a research and policy center, focused on a mission of improving the well-being of children and youth, families, and their communities. Chapin Hall

This form and all attachments should be submitted electronically to the PSCRB staff via the PSCRB e-system, using the four digit agency number and six digit board meeting date as the contract number. For example, if the agency's four digit agency number is 1234 and the board meeting date is August 18, 2015, then the contract number for purposes of this form would be submitted as 1234081815.



Personal Service Contract Review Board
Form PSCRB-002
SOLE SOURCE DETERMINATION
Revised 7/1/2015

Center for Children conducts policy research by developing and testing new ideas, generating and analyzing information, and examining policies, programs, and practices across a wide range of service systems and organizations.

What efforts were made to determine that the proposed provider is the only entity that can provide the service needed?

Through court negotiations between plaintiffs' attorneys, defendants' attorneys, Court Monitor and the Judge assigned to the case.

What efforts were made to ensure the best possible price for the services was obtained?

Through court negotiations between plaintiffs' attorneys, defendants' attorneys, Court Monitor and the Judge assigned to the case.

Why is the service the only one that can meet the needs of the agency?

Chapin Hall Center for Children is deemed a sole source provider because this agency is named as the Independent Contractor in the Mississippi Modified Settlement Agreement, Exhibit 1, pages 1-2.

Why is the source the only person or entity that can provide the required service?

Through court negotiations between plaintiffs' attorneys, defendants' attorneys, Court Monitor and the Judge assigned to the case.

Why is the amount to be expended for the service reasonable?

The approximate funding amount was based on court negotiations between plaintiffs' attorneys, defendants' attorneys, Court Monitor and the Judge assigned to the case.

What, if any, market analysis was conducted to determine that the service to be provided is practicably available from only one source?

Through court negotiations between plaintiffs' attorneys, defendants' attorneys, Court Monitor and the Judge assigned to the case.

The following items must be included with this form:

- List identifying all attachments submitted
- Agency Head signed sole source determination letter
- Documented evidence that notice was provided to the public on the Mississippi Procurement Opportunity Search Portal for 14 days
- Copy of valid binding court order if applicable
- Copy of any objections to sole source determination (Form PSCRB-001) and any accompanying documents submitted

This form and all attachments should be submitted electronically to the PSCRB staff via the PSCRB e-system, using the four digit agency number and six digit board meeting date as the contract number. For example, if the agency's four digit agency number is 1234 and the board meeting date is August 18, 2015, then the contract number for purposes of this form would be submitted as 1234081815.



Personal Service Contract Review Board
Form PSCRB-002
SOLE SOURCE DETERMINATION
Revised 7/1/2015

The Agency Head must sign and date this form in the space provided below.

Signature: Dr. David A. Chandler

ABDB03D648C6467...

Printed Name: Dr. David A. Chandler

The following items must be included with this form:

What, if any, market analysis was conducted to determine that the service to be provided is practically available from only one source?

Why is the amount to be expended for the service reasonable?

Why is the source the only person or entity that can provide the required service?

Why is the service the only one that can meet the needs of the agency?

What efforts were made to ensure the best possible price for the services was obtained?

What efforts were made to determine that the proposed provider is the only entity that can provide the service needed?



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
210 East Capitol Street, Suite 800
Jackson, MS 39201

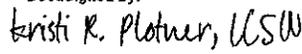
Dear Ms. Martin:

The Mississippi Department of Child Protection Services (MDCPS) is in the process of contracting with the Chapin Hall Center for Children, in order to comply with the *Olivia Y., et al. v. Bryant, et al.*, Modified Mississippi Settlement Agreement and Reform Plan.

Based on the regulation found at 3-205.2, *Conditions for Use of Sole-Source Procurement*, DFCS did not issue a Request for Proposals or accept bids for this contract due to Chapin Hall Center for Children being appointed by the Court to serve as technical assistance consultant for the Performance Based Contracting implementation pursuant to the Modified Mississippi Settlement Agreement and Reform Plan; therefore, procurement measures were not necessary. Please reference the attached Modified Mississippi Settlement Agreement and Reform Plan, Period 5 Implementation Plan, Page 2-3, Sections 7-9.

MDCPS deems Chapin Hall Center for Children as the sole source provider for technical assistance consultant services for the Modified Mississippi Settlement Agreement and Reform Plan pursuant to the binding valid court order mandate.

Should you require any further questions or concerns, please contact Brian Lewis, Bureau Director II at (601) 359-4495.

Sincerely,
DocuSigned by:

564B8E9DE19E46D
Dr. David A. Chandler

DAC:BL:lw

Attachment

**Modified Mississippi Settlement Agreement And Reform Plan
Period 5 Implementation Plan**

PERIOD 5 IMPLEMENTATION PLAN

This is the Period 5 Implementation Plan required by Section I.D. of the Modified Mississippi Settlement Agreement and Reform Plan (the "Modified Settlement Agreement" or "MSA") (Dkt. No. 571). Period 5 shall run for a 12-month period beginning on July 7, 2014. Defendants shall substantially comply with the Period 5 Implementation Plan requirements by the end of Period 5, or as specified therein.

I. Reform Planning and Implementation

- A. Pursuant to Section I.E. of the MSA, the Parties, working with the Monitor, shall begin to negotiate the Period 6 Implementation Plan by April 7, 2015.

II. Administration and Management Implementation Steps

A. Human Resources Management

1. By Sept. 1, 2014, Defendants will have formed Data, Monitoring, Administration, Fiscal and Practice Subcommittees to aid with the process of developing and implementing a performance-based contracting ("PBC") system.
2. The Subcommittees described in Paragraph II.A.1, above will be comprised of MDHS-DFCS representatives and appropriate and related agency representatives.
3. Defendants shall maintain Regional Implementation Teams ("RIT") in all Regions. The RITs shall be chaired by the respective Regional Directors and the membership will consist of appropriate staff persons and may also include representatives of other state agencies or stakeholders the Statewide Implementation Team ("SIT") has deemed necessary to carry out the Team's function. The RITs shall meet no less frequently than quarterly and shall issue progress reports to the SIT no less frequently than quarterly. These reports shall discuss accomplishments, challenges, and anticipated next steps. The RITs will include Sub-Teams in the following practice areas: Continuous Quality Improvement ("CQI") and Resource Parent Recruitment and Retention.
4. No later than Nov. 15, 2014, Defendants will retain a technical assistance consultant to work with Defendants in developing performance-based contracts in the areas of emergency shelters, regular group homes, therapeutic group homes and therapeutic resource homes.
5. By November 1, 2014, Defendants will have in place an executed contract with Chapin Hall/Center for State Child Welfare Data ("Chapin Hall") for membership in the State Data Center.

**Modified Mississippi Settlement Agreement And Reform Plan
Period 5 Implementation Plan**

6. By November 1, 2014, Defendants will provide Chapin Hall with the MACWIS data files needed for developing the analytic files that will provide the information necessary to guide the development of the PBC strategy and timeframes.
7. By February 15, 2015, Defendants shall contract with Chapin Hall for the research and data analysis necessary to develop a PBC strategy and timeline that are informed by the information provided through the data analysis performed by Chapin Hall.
8. Defendants' contract with Chapin Hall shall require delivery of the analytic data files needed to guide the PBC strategy and time frames to DFCS no later than February 28, 2015.
9. By May 31, 2015, Defendants, in collaboration with the technical assistance consultant and Chapin Hall, will complete a written strategy for executing performance-based contracts with foster care placement providers that is guided by and based on the information generated by the analytic data files. The data in the analytic files will be used to develop the baselines, performance standards, outcomes, and any other measurable indicators necessary for developing the strategy.
10. Not later than June 15, 2015, Defendants and the technical assistance consultant will provide the Monitor with the scope of services for the emergency shelter providers request for proposals ("RFP"). The proposed scope of services developed by the Defendants and technical assistance consultant shall contain standards, required reporting and monitoring as well as a method for incentivizing required performance which shall be incorporated into each of the contracts. While the method for incentivizing required performance may be phased in and/or adjusted over time, its initial implementation shall commence upon the contract effective date.
11. By August 1, 2015, Defendants will issue an RFP for emergency shelter providers.
12. By December 1, 2015, Defendants will have signed performance-based contracts with emergency shelter providers. These contracts shall become effective no later than December 1, 2015.
13. Not later than October 1, 2015, Defendants and the technical assistance consultant will provide the Monitor with the scope of services provisions for the RFPs for regular group home providers, therapeutic group home providers and therapeutic resource home providers. The proposed scope of services developed by the Defendants and technical assistance consultant shall contain standards, required reporting and monitoring as well as a method for incentivizing required performance which shall be incorporated into each of the contracts. While the

**Modified Mississippi Settlement Agreement And Reform Plan
Period 5 Implementation Plan**

method for incentivizing required performance may be phased in and/or adjusted over time, its initial implementation shall commence upon the contract effective date.

14. By January 1, 2016, Defendants will issue RFPs for performance-based contracts for regular group home providers, therapeutic group home providers, and therapeutic resource home providers.
15. By March 1, 2016, Defendants will have signed performance-based contracts with regular group home providers, therapeutic group home providers, and therapeutic resource home providers. These contracts shall become effective no later than March 1, 2016.

B. Continuous Quality Improvement

1. Defendants shall continue to implement and maintain a CQI system in accordance with MSA Section II.A.3.
2. Defendants shall continue to produce CQI Review Reports within 60 business days of completing each CQI Review, based on the following schedule:
 - a) By September 1, 2014, Defendants shall complete a second follow-up CQI Review for Region III-North.
 - c) By September 1, 2014, Defendants shall complete a third follow-up CQI Review for Region IV-North.
 - d) By October 1, 2014, Defendants shall complete a third follow-up CQI Review for Region IV-South.
 - e) By November 1, 2014, Defendants shall complete a third follow-up CQI Review for Region III-South.
 - f) By December 1, 2014, Defendants shall complete a third follow-up CQI Review for Region I-North.
 - g) By January 1, 2015, Defendants shall complete a second follow-up CQI Review for Region VII-West.
 - h) By February 1, 2015, Defendants shall complete a second follow-up CQI Review for Region VI.
 - i) By March 1, 2015, Defendants shall complete a second follow-up CQI Review for Region II-East.

**Modified Mississippi Settlement Agreement And Reform Plan
Period 5 Implementation Plan**

- j) By April 1, 2015, Defendants shall complete a fourth follow-up CQI Review for Region V-West.
- k) By May 1, 2015, Defendants shall complete a third follow-up CQI Review for Region V-East.
- l) By June 1, 2015, Defendants shall complete a third follow-up CQI Review for Region VII-East.

3. By the end of Period 5, Defendants will further clarify the policy regarding compliance with the public child fatality reporting requirements of the Child Abuse Prevention and Treatment and Adoption Reform Act regarding the circumstances that would trigger transmission of the required information to the Deputy Director, the relevant timeline, and the Deputy Director's obligations with respect to release of the information that falls within the statutory exception.

C. Information Management and Use

- 1. By January 30, 2015, the Parties will have documented identifiable remaining gaps in reporting required under the Period 3 and Period 4 Implementation Plans and appendices and the Parties will have come to agreement on how each gap in reporting will be addressed in forthcoming reporting and the deadlines for such reporting.¹
- 2. Except as modified by the gap agreement referenced in Section ILC.1. above, Defendants shall continue to disseminate reports set forth in Attachment 1 and 2 of the Initial IP4 Plan and Appendix 3 of the Final IP4 Plan.
- 3. By June 1, 2015, the Monitor shall produce a report to the Parties on the results of a case record review which shall measure Defendants' performance related to: the maintaining of complete records; the provision of physical health, dental, mental and behavioral health assessments and services; and educational continuity as required by MSA Sections III.B.4.a; II.B.3.a and b; II.B.3.f and g; II.B.4.a; II.B.3.d; II.B.2.e; and III.B.6.c (the "Health and Education Care Case Record Review").
 - a) The Monitor shall work in consultation with the parties and any subject matter experts she deems appropriate on the design of the case record review, including the formulation of a data collection instrument to guide the review. The case record review shall be conducted by the Monitor, in collaboration with Defendants. The Defendants shall assign a sufficient number of staff experienced in case reviews to work with the Monitor on this project.

¹ As documented in the data reconciliation table of August 22, 2014, and subsequent related electronic correspondence, the parties recognize that certain information cannot be currently captured by MACWIS data or FCR PAD reports. The parties agree that this information may be reported on through other means such as a case record review and such reporting may not be available retrospectively or on a monthly basis.

**Modified Mississippi Settlement Agreement And Reform Plan
Period 5 Implementation Plan**

- b) Within 45 days of receipt of the Monitor's final report on the results of the case record review, Defendants shall develop and submit a plan and timeline for reporting on the physical health, dental, mental, and behavioral health assessment and services required by MSA Section II.B.3.a and b; II.B.3.f and g; and II.B.3.d. (the "Health Care Reporting Plan") to Plaintiffs and to the Monitor for the Monitor's review and approval.
 - c) Defendants shall implement the Health Care Reporting Plan following the Monitor's approval.
4. By October 1, 2014, Defendants will hire a Lead Programmer/Analyst and a Senior Programmer/Analyst who will focus on the new SACWIS system

III. Foster Care Service Standards

A. Child Safety

- 1. By December 23, 2014, Defendants shall submit a letter describing their implementation of the activities contained in their MIC Timeliness Letter required under the Final Period 4 Implementation Plan Section III.A.1.
- 2. By December 23, 2014, Defendants shall submit a letter describing their implementation of the activities contained in their MIC Reduction Letter required under the Final Period 4 Implementation Plan Section III.A.2.

B. Child and Youth Permanency

- 1. By December 23, 2014, Defendants shall conduct an analysis of the existing tracking system for the timeliness of all TPR Petitions.
- 2. By December 23, 2014, Defendants shall provide to Plaintiffs and the Monitor a letter outlining steps for implementing improvements in the tracking system, addressing necessary staffing, technologies and protocols necessary to establish a single, centralized process including reporting within DFCS for tracking the timeliness of all TPR petitions (the "TPR Letter"). Defendants will implement the improvements contained in the TPR Letter by the end of Period 5.
- 3. By May 1, 2015, Defendants will revise policy to require staff to document in the child's record, notification to all potential adoptive families and any resource family caring for a child who has become legally available for adoption, of the availability of adoption subsidies.
- 4. During Period 5, Defendants shall maintain a Medical-Mental Health Specialist whose job responsibility will be to develop and coordinate a broader and more geographically diverse array of physical, dental, and mental health services available to foster children.

**Modified Mississippi Settlement Agreement And Reform Plan
Period 5 Implementation Plan**

5. During Period 5, Defendants shall hire 3 additional workers to build the resource service array which will result in a total of 6 workers in the resource development unit.
6. Defendants shall continue to maintain a process for making legal risk placements.

C. Recruitment and Retention of Resource Families and Therapeutic Service Providers

1. Within 10 business days prior to the date established by Centers of Medicare and Medicaid Services ("CMS") for the filing of a reconsideration request or appeal, if available, of the CMS decision on the Treatment Foster Care per diem rate of \$ 131.00, Defendants shall provide the Monitor and Plaintiffs with a written update summarizing the status of Defendants' decision whether or not to seek reconsideration or appeal, if available, of said decision. Additional updates, if appropriate, will follow within 30 calendar days of each preceding action, including providing copies of any related correspondence.

IV. Practice Model Implementation

- A. Defendants shall receive practice model implementation reports from Defendants' consultant Center for Support of Families ("CSF") at least quarterly and produce to Plaintiffs and the Monitor copies of any such practice model implementation reports whenever they are received, but in no event less than quarterly, within 30 calendar days of receipt. Prior to producing the practice model implementation reports to Plaintiffs, Defendants will redact any information that pertains to non-class members.

Modified Mississippi Settlement Agreement And Reform Plan
Period 5 Implementation Plan

DATED: December 23, 2014

AGREED TO BY:

/s/Marcia Robinson Lowry

Marcia Robinson Lowry (MBN 43991 *pro hac vice*)

Sara R. Robinson-Glasser (MBN 47547 *pro hac vice*)

A BETTER CHILDHOOD, INC.

1095 Hardscrabble Road

Chappaqua, New York 10510

Telephone: (844) 422-2425

PLAINTIFFS' COUNSEL

W. Wayne Drinkwater, Jr. (MBN 6193)

BRADLEY ARANT ROSE & WHITE LLP

188 East Capitol Street, Suite 450

Jackson, Mississippi 39201

Telephone: (601) 948-8000

Christian D. Carbone (MBN 43986 *pro hac vice*)

John Piskora (MBN 44474 *pro hac vice*)

LOBB & LOBB LLP

345 Park Avenue

New York, New York 10154

Telephone: (212) 407-4000

PLAINTIFFS' COUNSEL

/s/Dewitt L. ("Rusty") Fortenberry, Jr.

Dewitt L. ("Rusty") Fortenberry, Jr. (MSB #5435)

Kenya Key Rachal (MSB # 99227)

Ashley C. Tullos (MSB # 101839)

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC

4268 I-55 North

Meadowbrook Office Park

P.O. Box 14167

Jackson, Mississippi 39211

Telephone: (601) 351-2400

Harold Pizzetta, III, Esq.

Assistant Attorney General

General Civil Division

Carroll Gartin Justice Building

430 High Street

Jackson, Mississippi 39201

DEFENDANTS' COUNSEL

MODIFICATION #2 CONTRACT AGREEMENT

PSCM-009-01
March 2017

**MODIFICATION NUMBER TWO
TO THE AGREEMENT BY AND BETWEEN
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
AND
CHAPIN HALL AT THE UNIVERSITY OF CHICAGO**

The following Amendment, effective July 1, 2017 is made a part of the contract, dated June 23, 2016 entered into by and between the Mississippi Department of Child Protection Services and Chapin Hall at the University of Chicago.

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, 5, 14, 18, 21, 22, 27 & 28 of said contract shall be modified to reflect the following:

3. Scope of Services. Independent Contractor will perform and complete in a timely and satisfactory manner the services described in the "Scope of Services" attached hereto as Exhibit A-2, and the "*2nd Modified Mississippi Settlement Agreement and Reform Plan,*" attached hereto as Exhibit B-1, and incorporated herein by reference.

5. Consideration and Method of Payment.

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed One Hundred Twenty-Six Thousand Seven Hundred and Ninety-Two Dollars and Zero Cents (\$126,792.00) during SFY2016 for July 1, 2015 through June 30, 2016. Modification #1 increased by One Hundred Thirty Thousand Eight Hundred Twenty One Dollars and Zero Cents (\$130,821.00) during SFY 2017 for July 1, 2016 through June 30, 2017. Modification #2 increased by One Hundred Thirty Four Thousand Nine Hundred Twenty-Two Dollars and Zero Cents (\$134,922.00) during SFY2018 for July 1, 2017 through June 30, 2018. It is 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 will the total compensation paid hereunder exceed the specified amount Three Hundred Ninety Two Thousand Five Hundred Thirty Five Dollars and Zero Cents (\$392,535.00). (Exhibit C-2, Budget)

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 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.

PSCM-009-01
March 2017

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 MDCPS within forty-five (45) days of receipt of invoice.

14. 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.

18. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

21. 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*.

22. 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>.

27. 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 Annotated §§ 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 or required by law.

28. 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

PSCM-009-01
March 2017

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.

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 2, shall remain in full force and effect for the duration of the contract.

IN WITNESS WHEREOF, the parties have executed this Modification Number 2, in duplicate, on the date appearing with their respective signature below.

**MISSISSIPPI DEPARTMENT OF CHILD
PROTECTION SERVICES**

**CHAPIN HALL AT THE UNIVERSITY
OF CHICAGO**

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Dr. David A. Chandler

Printed Name: _____

Title: Commissioner

Title: _____

Date: _____

Date: _____

EXHIBIT A-2

SCOPE OF SERVICES

Exhibit A-2
Chapin Hall at the University of Chicago
Scope of Services – July 1, 2017 – June 30, 2018

The Mississippi Department of Child Protections Services is contracting with Chapin Hall at the University of Chicago for research, analyses, and technical assistance to support the Department in its efforts to develop and implement a performance based contracting system. This effort is focused on those private providers that contract with the state for the provision of emergency shelter, regular group homes, therapeutic group homes, and therapeutic resource homes that provide services for children and families involved with the child welfare system.

As outlined in the Modified Settlement Agreement and Reform Plan (MSA) the department is obligated to develop an approach to PBC with outside stakeholders and partners. That written strategy was completed in the spring 2015. Implementation of that strategy began in late spring 2015 when the Department issued RFPs for the first round of contracts, which were executed by December 2015. Contracts with the remaining private providers transitioning to performance based contracts (in accordance with the developed plan) were executed in spring 2016.

Under this contract agreement, Chapin Hall will provide initial and on-going data, analytic, and technical support necessary to develop the quantitative data metrics on which to structure the performance contracts and to measure the accomplishment of specified outcomes over time so that contracts with providers can be outcome focused and performance based. The activities and general time frames supported under this agreement are outlined in Table 1 and described in greater detail below.

Services

The initial data development and the design of the initiative were expected to be complete in the (2014-15) fiscal year. Services in following three fiscal years include on-going data, analytic, and technical support as well as any necessary adjustments to support the initial round of performance contracts through June 30, 2018.

Exhibit A-2
Chapin Hall at the University of Chicago
Scope of Services – July 1, 2017 – June 30, 2018

Table 1.

Task	Description	Period
1	Develop, support, and maintain the analytic files around which the performance contracts are to be structured (including data quality review and data validation)	FY 2014-15 FY 2015-16 FY 2016-17 FY 2017-18
2	Produce information necessary for and assist in the design of the PBC written strategy. This is to be accomplished in cooperation with the designated Department managers as well as the outside technical consultants.	FY 2014-15
3	Develop and report baseline performance expectations which are derived from analytic files, and updated on a regular basis. In addition develop and produce Baseline/Target/Actual (BTA) reports on a regular basis prior to and during PBC implementation.	FY 2014-15 FY 2015-16 FY 2016-17 FY 2017-18
4	Provide supplementary state, county and agency level reports as well build and support the web-based provider report tool to provide on-going contextual and technical support to the public agency the private network.	FY 2014-15 FY 2015-16 FY 2016-17 FY 2017-18
5	Provide on-going technical assistance to both public and private agency staff as performance contracts are developed, implemented, and monitored over the course of the performance contract.	FY 2014-15 FY 2015-16 FY 2016-17 FY 2017-18

1. Develop, support, and maintain the analytic files around which the performance contracts are to be structured (including data quality review and data validation).

This work builds on the files developed under the State Data Center agreement, and includes the construction of an agency spell file which will represent the experience of children placed in the private network. All information that is related to the child, the placement episodes, and the providing agency that is captured in the underlying MACWIS system will be included in this file in order to have as complete picture as possible about the children/youth experiences in the private network.

A second file, containing child safety data, will be developed using maltreatment investigation data as captured in MACWIS. This file can be used independently or in conjunction with the placement files to document the safety of children/youth receiving services in Mississippi.

Exhibit A-2
Chapin Hall at the University of Chicago
Scope of Services – July 1, 2017 – June 30, 2018

The analytic files are to be fully updated and reproduced no less frequently than every six months. All raw and final files will be regularly reviewed to ensure that any changes and updates to the underlying data are appropriately managed and to maintain quality and validity in the final products. These checks will occur internally, with the public agency counterparts, and with representatives from the private provider network.

- 2. Produce information necessary for and assist in the design and updating (if necessary) of the PBC written strategy. This is to be accomplished in cooperation with the designated Department managers as well as the outside technical consultants**

As stipulated in the agreement with plaintiffs, Chapin Hall researchers will use information from the analytic files to assist in the development and design of the PBC system. Chapin Hall researchers will work closely with the outside technical consultants in the development of the written strategy.

This effort includes analyzing historical performance in order to develop sound metrics that match core outcomes expected to be incentivized under the PBC system. Critical aspects of this work include clearly defining the core outcomes, documenting their connection to the Mississippi practice model, and establishing appropriate metrics that will document progress toward those outcomes. Following the finalization of the PBC plan, Chapin Hall researchers and collaborating partners will work with Department counterparts to provide technical assistance and support in the development of the RFPs for the private contractors in each of the program areas (emergency shelter, group homes, therapeutic group homes, and therapeutic resource homes).

- 3. Develop and report baseline performance expectations which are derived from analytic files, and updated on regular basis. In addition, develop and produce Baseline/Target/Actual (BTA) reports on regular basis prior to and during PBC implementation.**

Following the execution of final contracts for each program area, Chapin Hall researchers will develop agency reports, and historical baseline reports based on the most current validated analytic data files for each provider under contract. These reports provide context on historical performance that will be used to form baselines against which current performance will be measured under the PBC contracts.

Prior to producing the final baselines, these reports will be vetted and reviewed with both internal and external partners to assure validity. Once finalized, the historical performance

Exhibit A-2
Chapin Hall at the University of Chicago
Scope of Services – July 1, 2017 – June 30, 2018

will be converted into baseline expectations in accordance with the written PBC strategy. These data will populate BTA reports, the critical tool used to monitor private provider performance on core outcomes over the course of the contract period. Updated semi-annually, these reports will contain the information necessary for the strategic planning, CQI, performance review, and monitoring necessary to promote both accountability and success under PBC. This includes both current and projected performance summaries, as well as child level records for all performance summarized in each report.

4. **Provide supplementary state, county and agency level reports as well as build and support the web-based provider report tool to provide on-going contextual and technical support to the public agency the private network.**

In addition to the BTAs, Chapin Hall researchers will produce a series of semi-annual reports that document basic information about core child welfare outcomes at the state and regional level. This information supplements the BTAs, and provides useful context to both public and private partners about variation in performance over time and across jurisdictions.

A second set of reports, to be produced annually, are the comparative private agency reports that provide information about variation on core outcomes among the private agencies. These reports incorporate statistical techniques that are designed to control for differences in the child population that might affect performance, thus providing a more nuanced look at the extent to which providers serving similar children show meaningful differences in performance.

These information resources will provide added insight to system variation, and will be critical to on-going system monitoring and accountability, helping to maintain a PBC system that continually promotes strong outcomes for children and families.

Finally, in addition to these regularly produced reports, Chapin Hall researchers will augment the State Data Center web tool to include agency data that private agencies may use to support their CQI process, to gather context, and to allow for ad hoc inquiries during the performance period. Training on the use of this tool, as well as the interpretation of all produced reports is covered in the final task, described below.

Exhibit A-2
Chapin Hall at the University of Chicago
Scope of Services – July 1, 2017 – June 30, 2018

- 5. Provide on-going technical assistance to both public and private agency staff as performance contracts are developed, implemented, and monitored over the course of the performance contract.**

Chapin Researchers will be available for regular meetings and phone conferences with public agency representatives as well as representatives from the private providers. In addition to participating in operational/administrative meetings, Chapin Hall researchers will attend semi-annual performance meetings with providers and public agency representatives to review provider performance, to review BTAs and to provide on-site technical assistance. Finally, Chapin Hall researchers will be available for meetings, consultation, training, technical assistance, and the development of technical assistance materials as needed to support both public and private partners in use of the materials described above both during and following the transition to PBC.

EXHIBIT B-1

2nd Modified Mississippi Settlement Agreement And Reform Plan

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

EXHIBIT C-2 BUDGET

ChapinHall at the University of Chicago

BUDGET SUMMARY
Mississippi Project Year 4
 State of Mississippi
 Chapin Hall Project ID: #3906

ROLE

Principal Investigator
 Senior Researcher
 Researcher
 Associate Researcher
 Senior Database Administrator
 Project Coordinator
 Associate Researcher
 Project Specialist

YR4			
07/01/2017 - 06/30/2018			
Hours	FTE	Cost	
245	0.13	\$	21,271
300	0.15	\$	24,492
480	0.25	\$	27,401
55	0.03	\$	2,491
55	0.03	\$	4,311
35	0.02	\$	1,324
100	0.05		4,778
			86,068
			21,517
			107,585
OTHER DIRECT COSTS			
			5,000
			7,058
			4,217
			5,594
		\$	21,869
			5,467
			27,337
TOTAL PROJECT COSTS			\$ 134,922

G&A on Personnel
 Total Personnel

OTHER DIRECT COSTS

Travel
 IT Services
 Office Services
 Research Services

Other Direct Costs
 G&A on Other Direct Costs
 Total Other Direct Costs
TOTAL PROJECT COSTS

CONFIDENTIAL: This budget contains proprietary data that may be used only for award and evaluation purposes.

STATE OF MISSISSIPPI Minority Vendor Self Certification Form

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1080, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: Chapin Hall Center for Children
Address: 1313 E. 60th St. Post Office Box: _____
City: Chicago State: IL Zip: 60637
Telephone #: 773-256-6100 Tax I.D.: 36-2167012
SAAS Vendor #s (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57 - 69 and the Small Business Act 15 USCS, Section 837(a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

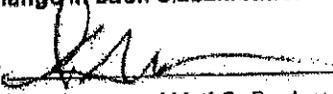
APPLICABLE NOT APPLICABLE

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

- Minority Business Enterprise**
- A (Asian Indian)
 - B (Asian Pacific)
 - C (Black American)
 - D (Hispanic American)
 - E (Native American)

- Women Business Enterprise**
- M (Asian Indian)
 - N (Asian Pacific)
 - O (Black American)
 - P (Hispanic American)
 - Q (Native American)
 - R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57- 69, and the Small Business Act 15 USCS, Section 837 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: Chapin Hall Center for Children Certified by: 
Date: March 15, 2017 Title: Counsel, Contracts & Compliance Name Printed: Kristi S. Poskus

MINORITY VENDOR SELF CERTIFICATION FORM

MISSISSIPPI MINORITY BUSINESS ENTERPRISE ACT 57-69

MINORITY as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; Women.

MINORITY OWNED BUSINESS or MINORITY BUSINESS ENTERPRISE as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is owned and controlled by one or more individuals or minority business enterprises, at least seventy-five (75%) of whom are resident citizens of the State of Mississippi.

OWNED AND CONTROLLED as used in this provision means a business in which one or more minorities or minority business enterprises that owns and controls at least 51%, or in the case of a corporation at least 51% of the voting stock and control the management and daily business operations of the business.

SMALL BUSINESS ACT 15 USCS, SECTION 637 (a)

For the purposes of this provision, the term socially and economically disadvantaged small business concern means any small business concern which is at least 51% unconditionally owned by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least 51% of the stock is unconditionally owned by one or more socially and economically disadvantaged individuals, and the management and daily business operations of such small business concern are controlled by one or more socially and economically disadvantaged individuals.

SOCIALLY DISADVANTAGED as used in this provision means individuals who have been subjected to racial and ethnic prejudice or cultural bias because of their identity as members of group and without regard to their individual qualities.

ECONOMICALLY DISADVANTAGED as used in this provision means individuals who are socially disadvantaged whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities the Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individual. In determining the economic disadvantage of an Indian tribe, the Administration shall consider, where available, information such as the following: the per capita income of members of the tribe excluding judgment awards, the percentage of the local Indian population below the poverty level, and the tribes access to capital markets.

WOMEN OWNED BUSINESS or WOMEN BUSINESS ENTERPRISE as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is at least 51% owned by one or more women; and whose management and daily business operations are controlled by one or more women or women business enterprises.

To view the above mentioned Acts in their entirety log onto www.mississippi.org and www.4.law.cornell.edu

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Chapin Hall Center for Children

2 Business name/disregarded entity name, if different from above
Chapin Hall at the University of Chicago

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 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.
 Other (see instructions) **501-c-3 corporation**

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) _____
 (Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1313 East 60th Street

6 City, state, and ZIP code
Chicago, Illinois 60637

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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 *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

3	6		2	1	6	7	0	1	2
---	---	--	---	---	---	---	---	---	---

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.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

March 15, 2017

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/irb.

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

**CERTIFICATE
OF
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2016

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 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).

PRODUCER Lambert Risk Management Services, Inc 33 N. LaSalle St. Suite 1150 Chicago IL 60602	CONTACT NAME: Linda Zavos PHONE (A/C, No, Ext): (312) 220-9200 FAX (A/C, No): (312) 220-0117 EMAIL ADDRESS: ADDRESS:														
INSURED Chapin Hall Center for Children at the University of 1313 East 60th Street Chicago IL 60637	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Grant American Insurance</td> <td>16691</td> </tr> <tr> <td>INSURER B: Hartford Ins. Group</td> <td></td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Co.</td> <td>29459</td> </tr> <tr> <td>INSURER D: Travelers Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Grant American Insurance	16691	INSURER B: Hartford Ins. Group		INSURER C: Twin City Fire Insurance Co.	29459	INSURER D: Travelers Insurance Co.		INSURER E:		INSURER F:	
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INSURER C: Twin City Fire Insurance Co.	29459														
INSURER D: Travelers Insurance Co.															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL167605413 **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.

INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL INFO (KEY)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
						EACH OCCURRENCE	AGGREGATE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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. <input type="checkbox"/> LOC OTHER:		PAC0988528	7/1/2016	7/1/2017	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		PAC0988528	7/1/2016	7/1/2017	MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UMB0988529	7/1/2016	7/1/2017	GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/PROP AGO	\$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	83N5BR1215	7/1/2016	7/1/2017	Employee Benefits	\$ 1,000,000
						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
C	<input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> CRIME		83P00205433 106959013	7/1/2016	7/1/2017	BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
D						PROPERTY DAMAGE (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
						PER STATUTE	\$
						OTHER	\$
						E.I. EACH ACCIDENT	\$ 1,000,000
						E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
						LIMIT	\$2,000,000
						LIMIT	\$300,000
						LIMIT	\$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This certificate is issued as evidence of coverage.

CERTIFICATE HOLDER Mississippi Department of Human Services	CANCELLATION 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: S Evans-Hofford/LINDA <i>Randy Evans-Hofford</i>
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2016

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 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).

PRODUCER Lambient Risk Management Services, Inc 33 N. LaSalle St. Suite 1150 Chicago IL 60602	CONTACT NAME: Linda Zavos PHONE (A/C, No. EXT.): (312) 220-9200 FAX (A/C, No.): (312) 220-0117 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Ins. Group NAIC # 14974 INSURER B: INSURER C: INSURER D: INSURER E:
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COVERAGES **CERTIFICATE NUMBER: CL167505307** **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(SURR) INSD YR/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ACV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea Occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> DTR-ER
	UMBRELLA LIAB. <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	03WBHR1215	7/1/2016	7/1/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 401, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Mississippi Department of Human Services	CANCELLATION 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 S. Evans-Wolford / LINDA <i>Linda Evans-Wolford</i>
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E-Verify



Company ID Number: 742014

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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



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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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

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

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

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

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

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

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

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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



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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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



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

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

B. REFERRAL TO DHS

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



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

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

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

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

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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



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B. TERMINATION

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

ARTICLE VI PARTIES

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



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

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

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

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



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Approved by:

Employer Chapin Hall at the University of Chicago	
Name (Please Type or Print) Jacqueline Manetti	Title
Signature Electronically Signed	Date 01/06/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/06/2014



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Chaplin Hall at the University of Chicago
Company Facility Address	1313 E 60th St Chicago, IL 60637
Company Alternate Address	
County or Parish	COOK
Employer Identification Number	362167012
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ILLINOIS

1 site(s)



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jacqueline J Manetti
Phone Number (773) 256 - 5157
Fax Number
Email Address jmanetti@chapinhall.org

Name Todd Larkin
Phone Number (773) 256 - 5121
Fax Number
Email Address tlarkin@chapinhall.org

Name Christine DuSell
Phone Number (773) 256 - 5130
Fax Number
Email Address cdusell@chapinhall.org

Name Jacqueline J Manetti
Phone Number (773) 256 - 5157
Fax Number
Email Address jmanetti@chapinhall.org



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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	Chapin Hall Center for Children
Authorized Official's Name	Kristi S. Poskus
DUNS Number	086915063
Address	1313 E. 60th St., Chicago, IL 60637
Phone Number	773-256-5125

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 – 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

3/20/17
Date

Federal Debarment Verification Form
Revised April 5, 2016

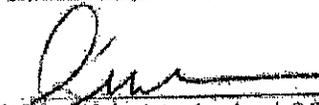
**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
FEDERAL DEBARMENT VERIFICATION FORM**

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	Chapin Hall Center for Children
Authorized Official's Name	Kristi S. Poskus, Counsel, Contracts & Compliance
DUNS Number	086915063
Address	1313 E. 60th St., Chicago, IL 60637
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	Yes
Registration Status (Type Active or Inactive)	Active
Active Exclusions (Type Yes or No)	No

I hereby certify that Chapin Hall Center for Children is not on the list for federal debarment on

www.sam.gov -System for Award Management.
Subgrantee's Name/Contractor's Name



Signature of Authorized Official

March 15, 2017
Date

**STATUTORILY
APPROVED**

MODIFICATION #1
CONTRACT
AGREEMENT

**MODIFICATION NUMBER #1
TO THE AGREEMENT BY AND BETWEEN
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
AND
CHAPIN HALL CENTER FOR CHILDREN**

The following Amendment, effective July 01, 2016 is made a part of the contract, dated June 30, 2015 entered into by and between the Mississippi Department of Human Services (MDHS) Division of Family & Children's Services and Chapin Hall Center for Children.

Now, therefore, in consideration of the mutual agreements to modify the original contract between them, MDHS and "Independent Contractor", do hereby agree that Paragraphs 4, 5, 8, 9, 10, 29, 30, and 34 of said contract shall be modified to reflect the following:

4. Period of Performance. The period of performance of services under this Contract shall begin on July 1, 2015 and end on June 30, 2017. MDHS shall have the option to renew this Contract at one (1) year intervals for two (2) years at the same terms and conditions. These one (1) year options to this contract shall end on June 30, 2018.

5. Consideration and Method of Payment.

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed One Hundred Twenty Six Thousand Seven Hundred Ninety Two Dollars and Zero Cents (\$126,792.00) during SFY2016 for July 1, 2015 through June 30, 2016. Modification #1 increased by One Hundred Thirty Thousand Eight Hundred Twenty One Dollars and Zero Cents (\$130,821.00) during SFY2017 for July 1, 2016 through June 30, 2017. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of Two Hundred Fifty Seven Thousand Six Hundred Thirteen Dollars and Thirty Nine Cents (\$257,613.00). (*Exhibit C-1, Budget*)

B. The Independent Contractor will bill MDHS for its services on a quarterly basis. Following the satisfactory completion, as determined by MDHS, of its quarterly services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within thirty (30) working days after the contract ending date.

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

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

by Public Bodies,” Mississippi Code Annotated 31-7-301, et. seq., which generally provides for payment of undisputed amounts by MDHS within forty-five (45) days of receipt of invoice.

8. Termination for Default.

(1) **Default.** If the contractor refuses or fails to perform any provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Executive Director of DFCS/MDHS may notify the contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Executive Director, such officer may terminate the contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Executive Director may procure similar services in a manner and upon terms deemed appropriate by the Executive Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

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

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

“Termination for Convenience,” or in cost-reimbursement contracts, “Termination”). (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

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

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

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

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

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

(2) **Contractor’s Obligations.** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out 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.

29. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that MDHS is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDHS pursuant to the agreement and designated by the Independent Contractor in writing as trade secrets or other proprietary confidential information, MDHS shall follow the provisions of Mississippi Code §§ 25-61-9 and 79-23-1 before

disclosing such information, MDHS shall not be liable to the Independent Contractor for disclosure of information required by court order by law.

30. Entire Agreement. It is understood and agreed that this Modification Number 1 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. Modification Number 1, Exhibit A-1, C-1.
2. The Original Contract Agreement and all 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 of priority, that is, the highest document begins with the first listed document ("1. Modification Number 1; Exhibit A-1; Exhibit C-1") and the lowest document is listed last ("2. The Original Contract Agreement and all Exhibits attached hereto").

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 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.

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.

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

Mississippi Department of Human Services
Division of Family & Children's Services

By: *David A Chandler*
Authorized Signature

for

Printed Name: David A Chandler

Title: Executive Director

Date: 4/23/16

Chapin Hall Center for Children

By: *Steve Knable* *SKP*
Authorized Signature

Printed Name: Steve Knable

Title: Director of Financial Operations

Date: June 20, 2016

EXHIBIT A-1
SCOPE OF SERVICES

Chapin Hall at the University of Chicago

Scope of Services

July 1, 2016 – June 30, 2017

CHAPIN HALL at the University of Chicago will provide research, analyses, and technical assistance to support MDHS (the Department) in its efforts to develop and implement a performance based contracting system. This effort is focused on those private providers that contract with the state for the provision of emergency shelter, regular group homes, therapeutic group homes, and therapeutic resource homes that provide services for children and families involved with the child welfare system.

As outlined in the *Olivia Y.* Modified Settlement Agreement (MSA), the Department is obligated to develop an approach to Performance Based Contracting (PBC) with outside stakeholders and partners. According to the *Olivia Y.* period 5 Implementation Plan, the written strategy is to be completed by May 31, 2015. Implementation of that strategy is to begin in late spring 2015 when the Department is required to issue RFPs for the first round of contracts, which are expected to be executed by December 2015. Contracts with the remaining private providers transitioning to performance based contracts (in accordance with the developed plan) are to be executed by March 2016.

Under this Memorandum of Agreement, Chapin Hall will provide initial and on-going data, analytic, and technical support necessary to develop the quantitative data metrics on which to structure the performance contracts and to measure the accomplishment of specified outcomes over time so that contracts with providers can be outcome focused and performance based. The Memorandum of Agreement covers the research and data analysis necessary to develop a performance based contracting strategy and associated timeline, both of which are informed by the data analysis performed under this agreement. The activities and general time frames supported under this agreement are outlined in *Table 1* and described in greater detail below.

Services

The initial data development and the design of the initiative are expected to be complete in the current (2014-15) fiscal year. Services in following three (3) fiscal years include on-going data, analytic, and technical support as well as any necessary adjustments to support the initial round of performance based contracts through June 30, 2018.

Table 1.

Task	Description	Period
1	Develop, support, and maintain the analytic files around which the performance-based contracts (PBC) are to be structured (including data quality review and data validation).	FY 2014-15 FY 2015-16 FY 2016-17 FY 2017-18
2	Produce information necessary for and assist in the design of the PBC written strategy. This is to be accomplished in cooperation with the designated Department managers as well as the outside technical consultants.	FY 2014-15
3	Develop and report baseline performance expectations which are derived from analytic files, and updated on a regular basis. In addition develop and produce Baseline/Target/Actual (BTA) reports on a regular basis prior to and during PBC implementation.	FY 2015-16 FY 2016-17 FY 2017-18
4	Provide supplementary state, county and agency level reports as well build and support the web-based provider report tool to provide on-going contextual and technical support to the public agency the private network.	FY 2015-16 FY 2016-17 FY 2017-18
5	Provide on-going technical assistance to both public and private agency staff as performance contracts are developed, implemented, and monitored over the course of the performance contract.	FY 2015-16 FY 2016-17 FY 2017-18

Task 1: Develop, support, and maintain the analytic files around which the performance based contracts are to be structured (including data quality review and data validation).

This work builds on the files developed under the State Data Center agreement, and includes the refinement of the analytic data files which represent the experience of children placed in the private network. All information that is related to the child and the providing agency that is captured in the underlying MACWIS system will be included in this file in order to have as complete picture as possible about the children/youth experiences in the private network.

A second file, containing child safety data, will be developed using maltreatment investigation data as captured in MACWIS. This file can be used independently or in conjunction with the placement files to document the safety of children/youth receiving services in Mississippi.

The initial analytic files will be provided to DCFS by February 28, 2015. The analytic files are to be fully updated and reproduced no less frequently than every six months. All raw and final files will be regularly reviewed to ensure that any changes and updates to the underlying data are appropriately managed and to maintain quality and validity in the final products. These checks will occur internally, with the public agency counterparts, and with representatives from the private provider network.

Task 2: Produce information necessary for and assist in the design of the PBC written strategy. This is to be accomplished in cooperation with the designated Department managers as well as the outside technical consultants.

As stipulated in the MSA agreement with plaintiffs, Chapin Hall researchers will use information from the analytic files to assist in the development and design of the PBC system. Chapin Hall researchers will work closely with the outside technical consultants in the development of the written strategy that shall be completed by May 31, 2015.

This effort includes analyzing historical performance in order to develop sound metrics that match core outcomes expected to be incentivized under the PBC system. Critical aspects of this work include clearly defining the core outcomes, documenting their connection to the Mississippi practice model, and establishing appropriate metrics that will document progress toward those outcomes. Following the finalization of the PBC plan, Chapin Hall researchers and collaborating partners will work with Department counterparts to provide technical assistance and support in the development of the RFPs for the private contractors in each of the program areas (emergency shelter, group homes, therapeutic group homes, and therapeutic resource homes).

Task 3: Develop and report baseline performance expectations which are derived from analytic files, and updated on regular basis. In addition, develop and produce Baseline/Target/Actual (BTA) reports on regular basis prior to and during PBC implementation.

Following the execution of final contracts for each program area, Chapin Hall researchers will develop agency reports, and historical baseline reports based on the most current validated analytic data files for each provider under contract. These reports provide context on historical performance that will be used to form baselines against which current performance will be measured under the PBC contracts.

Prior to producing the final baselines, these reports will be vetted and reviewed with both internal and external partners to assure validity. Once finalized, the historical performance will be converted into baseline expectations in accordance with the written PBC strategy. These data will populate BTA reports, the critical tool used to monitor private provider performance on core outcomes over the course of the contract period. Updated semi-annually, these reports will contain the information necessary for the strategic planning, CQI, performance review, and monitoring necessary to promote both accountability and

success under PBC. This includes both current and projected performance summaries, as well as child level records for all performance summarized in each report.

Task 4: Provide supplementary state, county and agency level reports as well as build and support the web-based provider report tool to provide on-going contextual and technical support to the public agency the private network.

In addition to the BTAs, Chapin Hall researchers will produce a series of semi-annual reports that document basic information about core child welfare outcomes at the state and regional level. This information supplements the BTAs, and provides useful context to both public and private partners about variation in performance over time and across jurisdictions.

A second set of reports, to be produced annually, are the comparative private agency reports that provide information about variation on core outcomes among the private agencies. These reports incorporate statistical techniques that are designed to control for differences in the child population that might affect performance, thus providing a more nuanced look at the extent to which providers serving similar children show meaningful differences in performance.

These information resources will provide added insight to system variation, and will be critical to on-going system monitoring and accountability, helping to maintain a PBC system that continually promotes strong outcomes for children and families.

Finally, in addition to these regularly produced reports, Chapin Hall researchers will augment the State Data Center web tool to include agency data that private agencies may use to support their CQI process, to gather context, and to allow for ad hoc inquires during the performance period. Training on the use of this tool, as well as the interpretation of all produced reports is covered in the final task, described below.

Task 5: Provide on-going technical assistance to both public and private agency staff as performance contracts are developed, implemented, and monitored over the course of the performance contract.

Chapin Researchers will be available for regular meetings and phone conferences with public agency representatives as well as representatives from the private providers. In addition to participating in operational/administrative meetings, Chapin Hall researchers will attend semi-annual performance meetings with providers and public agency representatives to review provider performance, to review BTAs and to provide on-site technical assistance. Finally, Chapin Hall researchers will be available for meetings, consultation, training, technical assistance, and the development of technical assistance materials as needed to support both public and private partners in use of the materials described above both during and following the transition to PBC. A specific goal of the technical assistance is to build capacity within DCFS so that DCFS staff is able to use and interpret the analytic reports to provide support directly to the provider community.

EXHIBIT B

Modified Mississippi Settlement Agreement And Reform Plan

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

EXHIBIT C-1
BUDGET

BUDGET NARRATIVE
Chapin Hall Center for Children
July 1, 2016 - June 30, 2017
*****CONFIDENTIAL*****

Program

Personnel

Principal Investigator (463 hours x \$83.82/hr)	\$38,810
Senior Researcher (75 hours x \$78.82/hr)	\$5,911
Researcher (480 hours x \$56.46/hr)	\$27,120
Associate Researcher (104 hours x \$44.80/hr)	\$4,659
Senior Database Administrator (38 hours x \$76.78/hr)	\$2,879
Administrative Assistant (30 hours x \$41.44/hr)	\$1,243

Total Personnel: \$80,622

G&A on Personnel

\$20,155

Total G&A Personnel Costs \$20,155

TOTAL PROGRAM COSTS \$100,777

Travel

(approximately 9,130.43 miles at \$0.575 per mile)	\$5,250
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Total Travel \$5,250

Services

IT Services	\$8,707
Office Services	\$5,127
Research Services	\$3,950

Total Services \$18,785

TOTAL TRAVEL AND SERVICES: \$24,035

Total Program Costs: \$100,777

Total Travel and Services Costs: \$24,035

Total G&A Direct Costs: \$6,009

TOTAL BUDGET: \$130,821