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

November 16, 2016

Deanne Mosley, Director
Personal Service Contract Review Board (PSCRB)
210 East Capitol Street, Suite 800
Jackson, MS 39201

Dear Ms. Mosley:

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: Sally Kate Winters Family Services

CONTRACT TERM: December 1, 2015 through November 30, 2017

RENEWAL: December 1, 2016

METHOD OF PROCUREMENT: RFP

TOTAL COST OF CONTRACT: $1,266,170.40

PURPOSE OF CONTRACT: This facility is a temporary emergency residential child care facility for children in Mississippi Department of Child Protection Services' (MDCPS) custody who are threatened with neglect, abuse, exploitation, who are abandoned or have run away. These shelters are designed to provide immediate access to diagnostic and evaluation services when there is indication that a child needs these services on an immediate or emergency basis.

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,

Kristie R Pleaton, LCSW
for David A. Chandler
Commissioner

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

MODIFICATION #1
CONTRACT
AGREEMENT

MODIFICATION NUMBER #1
TO THE AGREEMENT BY AND BETWEEN
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
AND
SALLY KATE WINTERS FAMILY SERVICES

The following Amendment, effective December 1, 2016 is made a part of the contract, dated November 24, 2016 entered into by and between the Mississippi Department of Child Protection Services, Mississippi Department of Human Services (MDCPS) and Sally Kate Winters Family Services

Now, therefore, in consideration of the mutual agreements to modify the original contract between them, MDCPS and "Independent Contractor", do hereby agree that Paragraphs **4, 5, 8, 27, and 30** 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 December 1, 2015 and end on November 30, 2017. MDCPS 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 November 30, 2018.

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

A. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed Six Hundred Thirty Three Thousand Eighty Five Dollars and Twenty Cents ($633,085.20) during SFY 2016 for December 1, 2015 through November 30, 2016. Modification #1 will increase by Six Hundred Thirty Three Thousand Eighty Five Dollars and Twenty Cents ($633,085.20) during SFY 2017 for December 1, 2016 through November 30, 2017. It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of One Million Two Hundred Sixty Six Thousand One Hundred Seventy Dollars and Forty Cents ($1,266,170.40). (Exhibit C-1)

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

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

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

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

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 §§ 25-61-9 and 79-23-1 before disclosing such information. MDCPS shall not be liable to the Independent Contractor for disclosure of information required by court order by law.

30. **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 #1, Exhibit A-1; Exhibit B; Exhibit C-1

2. The Original Agreement

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

necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in no event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order or priority, that is, the highest document begins with the first listed document ("1. Modification #1, Exhibit A-1; Exhibit B; Exhibit C-1;") and the lowest document is listed last ("2. The Original Agreement").

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

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

34. Termination for Default.

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

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

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

(4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Commissioner within 15 days after the cause of the delay and the

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

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

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

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

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

Mississippi Department of Child Protection Services

By: _____

Authorized Signature

Printed Name: David A. Chandler

Title: Commissioner

Date: _____

Sally Kate Winters Family Services

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A-1
SCOPE OF SERVICES

SALLY KATE WINTERS FAMILY SERVICES
Scope of Services
Emergency Shelter Services
December 1, 2016 – November 30, 2017

I. LICENSURE

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

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

II. STAFFING AND PERSONNEL

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

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

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

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

III. ADMISSIONS

1) The Facility shall make its application form available and shall keep blank copies on file for emergency situations when the MDCPS staff has not completed one prior to placement of the child. In these instances, the MDCPS staff shall complete the form with as much information is known, and forward the remaining documentation to the Facility within fifteen (15) days. In an emergency situation no child shall be denied admission by the Facility because MDCPS staff cannot provide an application form prior to placement.

2) Admission requirements such as age and sex shall be established through licensure. The Facility shall generally serve children ages ten (10) through twenty (20) years. Children younger than ten (10) years may be served in order for siblings to remain together or if there is documentation that the child's needs cannot be met in a relative's home or Resource Home and written approval is received of the appropriate MDCPS Regional Director by the facility.

3) Children shall not be denied admission to the Facility due to race, creed, or disability. The Facility shall guarantee that the children will be accepted at any hour of the day or night, including weekends and holidays, in accordance with the approved capacity.

4) No child shall be rejected placement if a bed is available and it is safe for the child in question and other children in the placement. If the Facility determines that it is not safe for child to be admitted it must provide written justification to the MDCPS Director of Congregate Care within forty eight (48) hours.

5) No additional charges shall be billed to the county or state outside of this agreement without written permission from the MDCPS Director or MDCPS Field Operations Director.

IV. DESCRIPTION OF SERVICES

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

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

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

General Requirements

1) Services shall be provided in the least restrictive environment that is appropriate to the individual child's strengths and needs.

2) Services must reflect practice that is culturally responsive and designed to provide for the unique needs of each child.

3) Medical/Dental/Mental Health needs shall be addressed by the Facility on every child in custody of MDCPS admitted to the Facility.

4) The Facility shall be responsible for ensuring each child placed within the facility receives:

   a) An initial medical exam within seventy two (72) hours of a child coming into MDCPS custody and a comprehensive medical exam within thirty (30) days of a child coming into MDCPS custody. The admission packet of the Facility should be designed to capture this information and MDCPS county staff will be expected to inform Facility staff when the child came into custody. Both the initial and comprehensive exam may take place during the same medical appointment.

   b) Ongoing routine medicals shall be obtained for each child by anniversary date of child's initial medical exam.

   c) Every child three years old and older shall receive a dental examination within 90 calendar days of foster care placement and every six months thereafter. Every foster child who reaches the age of three in care shall be provided with a dental examination within 90 calendar days of his/her third birthday and every six months thereafter.

   d) The Facility shall secure mental health assessments on all children age four (4) and above within thirty (30) days of the date of custody if child has not received one already.

   e) Facility shall be responsible for ensuring all children receive ongoing mental health assessments and identified mental health services are put into place.

   f) Developmental assessments will be secured for all children ages zero to three (0-3) and for children older than three (3) when there is suspicion of any developmental delays.

   g) The Facility shall maintain an immunization schedule meeting the health needs of the child and the requirements of the State Department of Health as necessary.

   h) Medicaid providers shall be obtained for all medical and dental services.

   i) Medications will be administered and monitored by assigned staff of Facility in accordance with Licensure Standards.

   j) Administration of psychotropic medications requires a written authorization from the County of Responsibility.

5) The facility shall send documentation of and from all medical, dental and mental health examinations or assessments to the child's MDCPS worker within seventy hours (72) of receipt. Additionally, the MDCPS worker shall be notified of all written and /or verbal recommendations for care immediately.

6) A clothing inventory shall be completed by the Facility and MDCPS staff at the time of admission and upon discharge. The Facility and MDCPS staff must verify at admission and upon discharge the items the child is bringing to or taking from the Facility. Replacement clothing will be provided by the MDCPS County of Responsibility as needed.

7) Hygiene supplies shall be provided through the per diem rate by the Facility.

8) Any injury to a child shall be documented along with any subsequent treatment. The child's MDCPS worker shall be notified immediately of minor or serious injuries and of the treatment required and/or received. Parental notification of serious injuries or treatment shall be made immediately by the child's MDCPS worker. Any injury or other serious incidents shall be reported verbally and followed up in writing by the Facility to the MDCPS Congregate Care Director.

9) All photographs including videos, media presentations, and publications require an Order of Limited Disclosure from child's Youth Court Judge that will be obtained by the child's MDCPS worker. In addition, written consent shall be obtained from the MDCPS County of Responsibility, the child, the primary caregivers, if available, and the Guardian Ad Litem.

10) In the event that the child runs away, is placed in a detention center or a hospital (acute or residential), or placed in any other emergency facility, the Facility shall immediately notify verbally and in writing: the MDCPS Director of Congregate Care, County Social Worker, and law enforcement, if applicable.

11) The Facility cannot approach the Judge of jurisdiction regarding extending a child's stay at the Facility or discharge from a particular Facility. The MDCPS Director or MDCPS Field Operations Director shall approve all extensions. The MDCPS County Social Worker does not have the authority to approve extensions. There are occasions when forty-five (45) days in the shelter is insufficient. If it becomes necessary for the child to remain in the shelter for a longer period, the MDCPS County of Responsibility staff, with approval from the Area Social Worker Supervisor and Regional Director, shall request written permission from the MDCPS Director or MDCPS Director of Field Operations to extend the child's stay in the emergency shelter ten (10) to fourteen (14) days prior to the end of the forty-five (45) day stay.

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

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

Child and Family Initial and Ongoing Strengths and Needs Assessment

1) The Facility shall develop strategies and services to conduct an initial strengths and needs assessment on each child/sibling group that will contain information concerning each child's permanency plan (upon determination by MDCPS or Youth Court Judge), gather information that will aid MDCPS in diligent search of relatives and permanent connections, and any other pertinent information needed to promote the safety and permanency of the child.

2) The Facility shall provide the initial strengths and needs assessment to the child's MDCPS worker within fourteen (14) days, as information contained within the assessment is updated, and at the time of discharge

3) The strengths and needs assessment should include the following types of information:

    a) A list of important connections in the child's life and potential for strengthening those connections into relationships that would lead to permanency for children in foster care

    b) A description of the child's general physical and presenting mental health status at the time of placement and on an on-going basis

    c) If applicable: Substance abuse evaluation -Substance abuse/use by description of patterns of use; how much, how often and anything learned concerning history and age at onset

    d) Treatment goals needed to transition from one placement to another when appropriate

    e) Medical history will be kept while in placement that includes medical problems, alerts, present medications, and medication history of the child and parents

    f) Special dietary needs of the child

    g) A general evaluation regarding the child's/youth's functioning in the domains of community living or family support

    h) Family status and involvement

    i) Risk factors for suicide, runaway, violence, or sexual behaviors

    j) An assessment or review of strengths, personal goals, and projected needs for child and parent

    k) A history of the child's educational achievements and areas of concern or needs.

l) Assessment of whether the child is currently eligible for special education services

m) Educational activities/status and interests

n) A summary of the child's developmental abilities and areas of concern or needs

o) A trauma history of significant traumatic events in the life of the child and family

p) Description or explanation of trauma triggers

q) Possible emotional or behavioral disruptions associated with these traumas.

r) A review of significant losses of important relationships or belongings of the child and the impact of that loss on the child

s) Effective coping strategies the child engages to deal with these losses or the lack of coping strategies and possible triggers that may cause emotional and behavioral disruptions

t) Child's desires, hopes, wishes and expressed goals for own life and permanent connections

Treatment Plan Family Team Meeting

1) The Facility shall initiate, schedule, and conduct a treatment plan family team meeting within the first 72 hours of a child entering the facility in order to begin gathering information for the strengths and needs assessment and the child and family treatment plan. This is separate from the MDCPS Family Team Meeting to determine components of the Family Service Plan.

2) The Treatment Planning Family Team Meeting should address the initial strengths and needs assessment, past treatment history, time frames, roles and responsibilities, permanent plans for the child, court hearings, visitation schedules, medical needs, dental needs, mental health needs, developmental abilities, family and child's strengths, coping mechanisms, behavioral challenges and trauma, grief and loss history.

3) The Treatment Plan Family Team shall include, unless determined to be inappropriate by the MDCPS COR:

   a) MDCPS County of Responsibility

   b) Child when age appropriate

   c) Birth Parents, Resource Parents, and/or Primary Caregiver , as appropriate

   d) Potential relative placements

4) The Treatment Plan Family Team Meeting may also include, subject to appropriateness and availability:

   a) Important connections

   b) MDCPS Educational Liaison

   c) MDCPS Independent Living Coordinator

   d) MDCPS Treatment Navigators

   e) MDCPS County of Service

   f) MDCPS Nurses

   g) Guardian Ad Litem

   h) Other Service providers, including:

      i) School Officials

ii) Mental Health Therapist

iii) MAP Team Coordinators

iv) Mobile Crisis Unit

v) Medical Staff

vi) Other placement providers when a child is coming to you from another facility or is transferring to another facility

5) The MDCPS County of Responsibility shall provide names and contact information for required and optional attendees.

6) The Facility shall document efforts to notify required and optional attendees.

Individualized Treatment Plans

1) The Facility shall develop and initiate individualized treatment plans for each child and family that is specific to that child's strengths, needs, and permanency plan.

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

3) The initial treatment plan shall be completed within 14 days of admission to the program and will be updated on an ongoing basis. The treatment plan must include the participation of the child, family, and MDCPS County of Responsibility.

4) Plans created jointly with information from the Facility staff contributing to the work of MDCPS staff shall include:

   a) Plan to prevent trauma triggers – each child's triggers and their unique ways of coping should be utilized to prevent unnecessary re-victimization and trauma

      i) Child's current coping strategies should be used when reasonable – for instance if the child listens to music to calm down, the child's music should be made available and not taken away as a form of punishment

   b) Plan to improve the child's capacity for emotional regulation and their coping mechanisms by providing opportunities and activities to promote these

      i) Journaling, Music Therapy, Art Therapy, Martial Arts, Yoga, Sensory Integration, Breathing techniques, Animal Assisted Therapy, Hypnotherapy, Eye Movement Desensitization and Reprocessing are just a few evidenced based emotionally regulating activities. Several of these are free and can be implemented by the Facility. Others are Medicaid reimbursable, while the others may be accessed through partnerships in the community.

   c) It must address the trauma, grief and loss associated with children entering the foster care system. Complex trauma related to abuse and neglect and the grief associated with loss of family, friends and belongings

   d) Protective and risk factors in parents – identifying the parent's protective and risk factors to develop a strengths based plan for reunification

   e) Child and family strengths

   f) Unique/individualized needs of child and their family

g) It must have treatment goals that address the child's permanent and concurrent plan, as developed by MDCPS

h) Plans to address mental health related behaviors, including individual, group and family therapy or wrap around services as needed as needed

   i) Treatment goals established by the Facility and the mental health provider need to be made in conjunction with the child and family's permanency plan. Conflicting or separate goals can lead to unplanned discharges and delayed permanency.

i) Crisis intervention plans to prevent placement disruption including the utilization of - MAP Team wrap around services, Mobile Crisis Services, or interagency wrap around support and crisis intervention strategies

j) Education/Vocational

   i) Services that would inform, update, or initiate an Individualized Educational Plan when needed and enroll a child into appropriate classes.

   ii) Plans for transitions into other school districts or settings.

   iii) Surrogate parents are needed for every child in special education. If possible, it is hoped that parents or relatives can serve as a surrogate parent as required by the Department of education. If these persons are not available, Federal Law prohibits public State Child Welfare Agency personnel from serving as a surrogate parent. A Facility staff member shall be required to serve as needed in the role of surrogate parent for special needs children placed in the Facility.

k) Developmental goals to help the child achieve age appropriate developmental milestones.

l) Individualized plans for treating children with intellectual delays

m) Health – Medical/Dental

n) Medical necessities and medication management

o) Alcohol and drug awareness and education as needed

p) Coordination of alcohol and drug treatment as needed

q) Social/Independent Living (youth 14 and over)

   i) Independent living skills needed and strategies the Facility has to assist in the development of those skills in the youth while also taking advantage of those offered through MDCPS' Contract Independent Living Skills Provider.

r) Maintaining permanent connections

   i) The identification of family supports and important connections of the child and engaging those connections.

   ii) Important connections can be familial or others who care about the child and family.

   iii) Plans of integrating the child back into the biological family (reunification) or into an identified foster or adoptive home (including relative and non-relative).

   iv) Visitation between the child and their family and siblings, including face to face visits, phone calls and other correspondence such as Skype, Facebook, etc... (These should be done in accordance to MDCPS policy regarding family visitation). Children cannot be denied visitation for any reason (except in the case of a no contact order). Children's visitation with

family is the child's right and shall not be used as an incentive or consequence in disciplinary actions.

v) Reunification strategies.

vi) Foster parent or relative recruitment strategies.

s) Recreation

i) Plans for fun activities that would include family, siblings and others to build connections and relationships and add "normalcy" to the child's life.

Emergency Services

1) The Facility must have an emergency protocol, including a protocol for responding to behavioral based emergencies which include contacting mobile crisis units for assessments and interventions to prevent placement disruptions if possible.

2) In case of medical or other type of emergencies, the Facility must provide respondents with immediate access to relevant information in the child/youth's record.

Discharge Planning

1) Every child shall have a planned transition to the next best placement.

2) Punitive discharges shall not be allowed (discharges cannot be used as punishment for child's behavior).

3) The Facility shall schedule, initiate, and conduct the first Discharge Planning Family Team Meeting for the successful transition of the child back into their family or the identified next best placement within 10 to 14 days of the placement.

4) The final planned discharge meeting must be held two weeks prior to the child's discharge from the Facility.

5) The purpose of this meeting will be to discuss:

a) Treatment progress as reported by mental health provider

b) Progress needed toward other goals

c) Educational transition

d) Medication management/needs

e) Medical history and current physical health and needs

f) Upcoming appointments

g) Special dietary needs

h) Trauma triggers

i) Social, emotional and behavioral issues

j) Child's interests

k) Important connections

l) Coping strategies

m) Tangible needs

n) Roles and responsibilities of each Team member in the transition process

6) This discharge plan will be provided in writing to all members within 48 hours of the meeting.

7) These meetings can take place in person or via conference call.

8) There should be a signature page with each treatment team meeting. The signatures account for attendance as well as agreement of the discussion and changes in the plan.

9) The Discharge Planning Family Team Meeting shall include, unless determined to be inappropriate by the MDCPS COR:

   a) MDCPS County of Responsibility

   b) Child when age appropriate

   c) Parents of the child

   d) Potential relative placements

10) The Treatment Plan Family Team Meeting may also include, subject to appropriateness and availability:

   a) Important connections

   b) MDCPS Educational Liaison

   c) MDCPS Independent Living Coordinator

   d) MDCPS Treatment Navigators

   e) MDCPS County of Service

   f) MDCPS Nurses

   g) Guardian Ad Litem

   h) Other Service providers, including:

      i) School Officials

      ii) Mental Health Therapist

      iii) MAP Team Coordinators

      iv) Mobile Crisis Unit

      v) Medical Staff

      vi) Other placement providers when a child is entering from another facility or is transferring to another facility

Placement Disruption

1) No child shall be ejected from placement based on behaviors, unless it is deemed medically necessary that they go into a higher-level psychiatric treatment facility or unless the child presents an immediate threat of harm to himself or others. The Facility shall put forth all efforts to prevent this disruption, including utilizing MAP Teams, local and statewide wrap around services and Mobile Crisis Units. Immediate removal may occur if child is a threat of harm to self or others.

2) In the event that a child may need a higher level of care than the Facility can provide and the Facility has put forth all efforts to prevent the placement from Disruption, an emergency Discharge Family Team Meeting must be held to determine the next best placement for the child.

3) Upon discharge from the higher level of care, the child shall return to the same Facility if placement is needed.

4) Unplanned discharge meetings may be held with a 48 hour notice.

Runaways

1) In the event that the child runs away, the Facility shall immediately notify verbally and in writing: the MDCPS Director of Congregate Care, County Social Worker, and law enforcement.

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

V. Reporting

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

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

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

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

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

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

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

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

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

a) Initial (72 hour) medical assessments

b) 30 day comprehensive medical exams

c) Ages 0-3 developmental assessments

d) Ages 4 and up mental health assessments

e) School-age 30 day educational assessments

f) 90 day dental exams

4) Prevention of unplanned placement discharges

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

a) Requested a placement disruption meeting

b) Requested removal (with 2 weeks' notice/without 2 weeks' notice)

c) Discharged under unplanned circumstances

d) Discharged to a less restrictive placement

e) Discharged to a more restrictive placement

5) Preparing Older Youth for Independence

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

a) Support of actions and goals set out in the youth's MDCPS Independent Living Plan and/or Transitional Living Plan (to be provided to the Facility by the youth's MDCPS worker)

b) Support to help youth attain educational goals, including graduation from high school with opportunities for higher education or vocational training

c) Support to secure for youth meaningful employment and a steady source of income

d) Support to ensure the youth has access to health care services

e) Permanent connections the youth has developed within the community

VI. Appeals procedures

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

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

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

a) Placement or treatment decision is a threat to the safety of the child

b) Placement or treatment decision is in opposition to the child's permanency plan

2) The formal appeal process consists of three steps:

a) Case Conference

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

b) Regional Conference

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

c) State Office Review

If the Facility is not satisfied with the Regional Director's decision, the Facility may appeal the decision to the MDCPS State Office case review committee. The case review committee will consist of MDCPS

Director or Designee, MDCPS Field Operations Director or Designee, and the Bureau Director or designee most closely related to the cause of disagreement. The case review committee can meet face-to-face or by conference call, at the discretion of MDCPS. The case review committee must include at least two of the above mentioned positions. Documentation from all parties involved in Step 1 and Step 2 shall be submitted to the Case Review Committee. The MDCPS caseworker, supervisor, regional director and the Facility caseworker, supervisor, and director should be at the meeting or on the call to present their case and respond to questions from the committee. The case review committee will have the final word in case decisions. The case review committee will provide written documentation of the decision to MDCPS staff and Facility staff for their respective files.

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

VII. Performance Measures

1) Definitions

- **Exits to Permanency** - All exits from state custody that are intended to provide the child with a stable, permanent family: reunification, guardianship and adoption.
- **Non-permanent Exits** – All exits from a Facility (e.g., aging out, runaway) that are not permanent.
- **Transfer Exit** – Exit from a Facility's custody to a placement location elsewhere in the state.
- **Re-entries** – Any child that has a permanent exit (reunification or guardianship) from care and returns to custody within 365 days of their exit.
- **Lasting Permanency** – All exits to permanency minus reentries for a period of one year after exit to permanency.
- **After-Transfer Stability Rate** – For all children with non-permanent exits from a facility, the number and percentage of children who have only one additional placement over the next six months.
- **In Care Population** – The population in care as of January 1, 2016.
- **Admission** -- Entry with a Facility that occurred during a fiscal year window. Children who have temporary episodes in alternative locations (e.g. acute care facility, or college) will have that time bridged if the episode is less than 14 days.
- **Baseline Exits to Permanency** – The number and percent of children, from the corresponding in care and admission populations, the Facility would be expected to exit from out-of-home care, within a specified fiscal year period, to permanency (as defined in this section).
- **Baseline Re-entries** – The number and percent of children discharged to permanency who may be expected to return to care, given historical performance. For purposes of estimating the reentry to care, return to out-of-home care means any child who returns to out of home care from a permanent exit (reunification or guardianship, whether the foster home is supervised by MDCPS, or a private provider). For purposes of calculating the re-entry rate, the base includes children discharged to permanency from either the in care or admission population within the fiscal year, who return to care with one year of their discharge to permanency.
- **Baseline Lasting Permanency** – The number of children, from the corresponding in care and admission populations, the Facility would be expected to exit from out-of-home care, within two

calendar years, to permanency (as defined in this section) minus the number of re-entries divided by the total number of children served during the evaluation period.

- **Baseline After-Transfer Stability** – The number and percent of children, with non-permanent exits, who may be expected to remain in their next placement for a period of six months, given historical performance.
- **Stability Factor** – An adjustment to the actual lasting permanency based on whether or not the Facility met their targeted improvement in After Transfer Placement Stability. If the Facility meets targeted level of improvement they will be awarded .02*baseline lasting permanency rate as an adjustment to actual performance.
- **Targeted Exits to Permanency** – The number and percent of children for whom the Facility can be projected to achieve a permanent exit, given that the goal for improvement in performance is met.
- **Targeted Re-entries** -- The number and percentage of returns to out of home care after a successful exit to permanency within one fiscal year.
- **Target Lasting Permanency** - The percent of children for whom the Facility can be projected to achieve a lasting permanent exit, given the targeted improvement in exits to permanency and targeted reduction in re-entries.
- **Targeted After-Transfer Stability** – For all children with non-permanent exits from a facility, the number and percentage of children who can be projected to have only one additional placement over the next six months, given that the goal for improvement in performance is met.
- **Performance Period** - Period beginning on January 1, 2016 and ending on December 31, 2017 during which the Facility will be evaluated on performance measures.

2) Performance Evaluation

MDCPS shall evaluate Facility performance in the following areas:

a) Permanent Exits

b) Re-entries after permanent exits

c) After-transfer placement stability

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

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

For the January 1, 2016 – December 31, 2017 performance period, the targeted levels of performance improvement are as follows:

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

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

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

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

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

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

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

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

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

VIII. Funding

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

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

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

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

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

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

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

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

- If child is on an overnight visit or receiving respite, medical and/or behavioral treatment for 0-3 days (72 hours), prior approval from ASWS and RD shall be obtained in writing through e-mail and documented in MACWIS.
- If child is on an overnight visit or receiving respite, medical and/or behavioral treatment for more than 72 hours, but not more than 14 days, and will return to the resource placement or facility, prior approval from ASWS, RD and Field Operations Director shall be obtained in writing through e-mail and documented in MACWIS.
- In the event of an extraordinary circumstance concerning a youth in custody, it may be brought to Executive management (Deputy Administrator, MDCPS Director and/or Field Operations Director) for consideration. The extraordinary circumstance shall be staffed with ASWS and RD. Upon staffing, when determined that further review is appropriate, only then will the matter be brought to the attention of MDCPS Executive management for consideration. The extraordinary circumstance and decision shall be obtained in writing through e-mail and documented in MACWIS.

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

SALLY KATE WINTERS FAMILY SERVICES

DECEMBER 1, 2016 - NOVEMBER 30, 2017

FACILITY BUDGET

APPLICANT AGENCY	ACTIVITY
SALLY KATE WINTERS FAMILY SERVICES 317 North Division Street West Point, MS 39773	Emergency Shelter
	PERIOD OF PERFORMANCE DECEMBER 1, 2016 - NOVEMBER 30, 2017

EXECUTIVE/CONTRACT PERSON

Ms./Mrs. Sheila Brand	Phone #	662.494.4867	Fax #	662.494.0870
	Phone #		Fax #	

TYPE SERVICES/FACILITY	Total # of slots serving	Total Cost per Child per day	Total Units/cost	Total Cost
Emergency Shelter	12	$144.54	365 days	$633,085.20
TOTAL	12	$144.54	365 days	**$633,085.20**

E-Verify

E-Verify

Company ID Number: 404384

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Sally Kate Winters Family Services (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

E-Verify

Company ID Number: 404384

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

Employer **Sally Kate Winters Family Services**

Sheila Brand Name (Please Type or Print)	Title
Electronically Signed Signature	**03/28/2011** Date

Department **of Homeland Security – Verification Division**

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	**03/28/2011** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Sally Kate Winters Family Services**

Company Facility Address: **317 North Division Street**
West Point, MS 39773

Company Alternate Address: **P.O. Box 1233**
West Point, MS 39773

County or Parish: **CLAY**

Employer Identification Number: 640761099

E-Verify

Company ID Number: 404384

North American Industry Classification Systems Code: 624

Administrator:

Number of Employees: 10 to 19

Number of Sites Verified for: 1

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

- MISSISSIPPI 1 site(s)

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

Name:	Sheila G Brand		
Telephone Number:	(662) 494 - 4867 ext. 11	Fax Number:	(662) 494 - 0870
E-mail Address:	skw-sheila@dixie-net.com		
Name:	Paige Lamkin		
Telephone Number:	(662) 494 - 4867 ext. 10	Fax Number:	(662) 494 - 0870
E-mail Address:	skw-paige@dixie-net.com		

W9
FORM

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Sally Kate Winters Family Services

Business name if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
P.O. Box 1233

Requester's name and address (optional)

City, state, and ZIP code
West Point, MS 39773

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
6 4 0 7 6 1 0 9 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Slik G. Brand Date ▶ 03/07/2007

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

CERTIFICATE OF INSURANCE

2015 - 2016 Schedule of Current Insurance
Sally Kate Winters Family Services

Locations/Coverages	Amounts or Limits	Premium	Carrier Policy Number & Term
General Liability	$1,000,000 / $1,000,000	**$1,301**	Philadelphia #PHPK1388030 10/5/15-2016
Property ($1,000 deductible)		**$8,392**	Philadelphia #PHPK1388030 10/5/15-2016
1) 317 North Division (Boarding House)	$196,630		
Contents	$59,094		
2) 317 North Division (Office/ Rec Room)	$224,720		
Contents	$40,000		
3) 318 North Division- Contents Only	$5,000		
4) 326 North Division- Contents Only	$5,000		
5) 325 North Division- Land (GL Coverage Only)			
Commercial Auto		**$4,350**	Philadelphia #PHPK1388030 10/5/15-2016
2014 Chev Express			
2010 Honda Odyssey LX			
Liability	$1,000,000		
Uninsured Motorist	$1,000,000		
Comprehensive/Collision Deductibles	$500 / $1000		
Professional Liability	$1,000,000	**$3,222**	Philadelphia #PHPK1388030 10/5/15-2016
Workers Comp	$100/$100/$500	**$6,618**	Midwest #0101WP102669902 10/5/15-2016
Class & Description	**Payrolls/Rate**		
8864 Social Services Organization	$267,713 / 1.32	$3,547	
8842 Group Homes- All Employees	178,932 / 2.83	$5,064	
Crime Policy			Travelers Policy #105854368 10/15/15-2018
Employee Theft	$75,000	**$1,893**	*3-year term- $631 due each October*
Potential Increase Quote	$1,000,000	**$8,910**	3-year term- $2970 due each October
Directors & Officers Liability		**$1,809**	Philadelphia #PHSD982395 11/21/14-2015
D&O AND Employment Practices each	$1,000,000		
Total SKW Annual Premiums 2015-2016 Term		**$27,585** **$34,602**	(includes $75,000 Crime Coverage) (includes $1,000,000 Crime Coverage)

Your account summary

Your balance breakdown

Product	Policy	Term / Bill plan	Premium charged ($)	Premium applied ($)	Previous balance ($) ⊕	Installment amount ($) ⊕	Taxes / surcharge ($) ⊕	Fees ($) ⊕	Payment / credits ⊖	Balance due ($)
81003 Sally Kate Winters Family Services, Inc.										
Non Prof Pkg	PHPK1556200	10/05/2016 - 17 Fixed Annl	18,625.00	0.00	0.00	18,625.00 1 of 1	0.00	0.00	0.00	**18,625.00**
			18,625.00	0.00	0.00	18,625.00	0.00 Payments will be allocated towards these charges first	0.00	0.00	18,625.00

Total Balance: 18,625.00

RHY Insurance - $3,000.00
TLP Insurance - $4,500.00
CAC Insurance - $3,000.00
Contract Insurance - $8,125.00

PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

service@phly.com 877-438-7459
Lines open Monday to Friday: 8.30am - 8.00pm EST

Invoice

SALLY KATE WINTERS FAMILY SERVICES,
Account number 81003

Invoice number: 04025408055 Date: 10/05/2016

$18,625.00

Due 10/25/2016

Breakdown on page 2

Please pay $18,625.00

Visit **PHLY.com/myphly** to pay your invoice online by Electronic Funds Transfer (EFT).

Or detach the coupon on the last page and return with check made payable to:
Philadelphia Insurance Companies
PO Box 70251
Philadelphia, PA 19176-0251

Or call 877-438-7459 to make a single credit card or EFT payment.

Managing your policy

For coverage questions, policy changes or claims please contact your agent at:

Galloway - Chandler - McKinney Insurance, Inc.
(662) 494-4781

To pay your invoice online or update your details access your account at **PHLY.com/myphly**

Your payment history

Payment date	Payment number

Your full payment history is available online through your MyPHLY account.

These charges will be shown on your next monthly invoice if they remain unpaid by current month end.

A

FEDERAL DEBARMENT VERIFICATION

ATTACHMENT B

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	Sally Kate Winters Family Services
Authorized Official's Name	Sheila G. Brand
DUNS Number	829623123
Address	P.O. Box 1233 - West Point - MS - 39773
Phone Number	662.494.4867
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 Sally Kate Winters Family Services is not on the list for federal debarment on
Subgrantee's Name/Contractor's Name
www.sam.gov –System for Award Management.

Sheila G. Brand
Signature of Authorized Official

10/27/2016
Date

ATTACHMENT C

Partnership Debarment Verification Form
Revised April 5, 2016

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
PARTNERSHIP DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	Sally Kate Winters Family Services
Authorized Official's Name	Sheila G. Brand
DUNS Number	829623123
Address	P.O. Box 1233 - West Point - MS - 39773
Phone Number	662.494.4867

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

Sheila G. Brand
Signature of Authorized Official

10/27/2016
Date

ORIGINAL CONTRACT AGREEMENT

Revised 03/2015

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

1. **Parties.** This Contract is made and entered into by and between the Division of Family & Children's Services, Mississippi Department of Human Services, hereinafter referred to as "MDHS," and Sally Kate Winters Family Services, hereinafter referred to as "Independent Contractor."

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

3. **Scope of Services.** The Independent Contractor shall perform and render the following services and activities described in the "Scope of Services," attached hereto as Exhibit A and the "*Modified Mississippi Settlement Agreement and Reform Plan*," attached hereto as Exhibit B, and incorporated herein by reference.

4. **Period of Performance.** The period of performance of services under this Contract shall begin on December 1, 2015 and end on November 30, 2016. Upon notification to Sally Kate Winters Family Services by MDHS, at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by MDHS for a period of two (2) successive one-year period(s) under the same prices, terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed two (2). However, if MDHS does not intend to renew the contract, Sally Kate Winters Family Services shall be notified at least ninety (90) days prior to the contract anniversary date.

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

A. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed Six Hundred Thirty Three Thousand and Eighty Five Dollars and Twenty Cents. ($633,085.20) in accordance with the Budget attached hereto as Exhibit C. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of Six Hundred Thirty Three Thousand Eighty Five Dollars and Twenty Cents. ($633,085.20).

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

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

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

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

6. **Relationship of Parties**

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

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

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

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

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

7. **Termination for Cause.** If, through any cause, Independent Contractor fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Independent Contractor violates any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such

termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

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

8. **Termination for 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.

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

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

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

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

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

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

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

15. **Price Adjustment.**

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

(1) Unit prices, if any, previously approved by the parties and specified in this Contract; or

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

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

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

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

caused by Independent Contractor and its employees, agents, contractors, and/or subcontractors in the performance of this Contract.

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

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

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

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

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

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

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

24. **Stop Work Order.**

A. **Order to Stop Work.** The Division of Family & Children's Services, may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent Contractor to stop all or any part of the work called for by this

Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Independent Contractor shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Division of Family & Children's Services shall either:

(1) cancel the stop work order; or

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

B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment may be made in the delivery schedule or Independent Contractor's price, or both. If the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this Contract and the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract. If MDHS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 11, Modification or Amendment, of this Contract.

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

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

25. <u>Disputes</u>. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of the Division of Family & Children's Services. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division of Family & Children's Services.

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

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

27. Confidentiality. Independent Contractor shall treat all State data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the State. In the event that Independent Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Independent Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon the Independent Contractor and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the Independent Contractor following any termination.

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

termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit."

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

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

1. This Contract signed by the parties herein and any Exhibits attached hereto;

2. The Request for Proposal provided by MDHS, dated September 18, 2015.

The documents are complementary, and what is required by one shall be binding as if required by all. A higher document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in no event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order or priority, that is, the highest document begins with the first listed document ("1. This Contract signed by the parties herein and any Exhibits attached hereto") and the lowest document is listed last (2."The Request for Proposal provided by MDHS, dated September 18, 2015").

31. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983", codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA) codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Independent Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

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

MDHS:
Richard A. Berry, Executive Director
Mississippi Department of Human Services
Post Office Box 352
Jackson, Mississippi 39205

SALLY KATE WINTERS FAMILY SERVICES:
Sheila Brand, Executive Director
Sally Kate Winters Family Services
Post Office Box 1233
317 North Division Street
West Point, Mississippi 39773

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

Witness my signature this, the 25 day of November, 2015.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BY: _____
Signature ***(NO STAMPED SIGNATURE)***

Printed Name and Title: Mark A Smith Deputy Exec Dir

WITNESSES:

Gail Smith

_____

Witness my signature this, the 20th day of November, 2015.

SALLY KATE WINTERS FAMILY SERVICES

BY: Sheila G. Brand
Signature ***(NO STAMPED SIGNATURE)***

Printed Name and Title: Sheila G. Brand, Executive Director

WITNESSES:

Natalie White

Kelsey Mallane