



STATE OF MISSISSIPPI

Phil Bryant, Governor

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

Dr. David A. Chandler, Commissioner

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 July 1, 2016, in **Section 7-119 DHS or DCPS Personal Service Contracts**:

CONTRACTOR: Consortium for Children

CONTRACT TERM: October 1, 2016 through September 30, 2017

RENEWAL: October 1, 2016

METHOD OF PROCUREMENT: RFP

TOTAL COST OF CONTRACT: \$132,075.00

PURPOSE OF CONTRACT: Consortium for Children (CFC) will provide clinical, technical, and computer assistance on an ongoing basis to MDCPS. CFC will develop a personalized Home Study Template for MDCPS that reflects their individual rules, regulations, and laws.

STATEMENT OF USEFULNESS FOR ESTABLISHING AND OPERATING DCPS:  
n/a

COPY OF PROPOSED CONTRACTUAL AGREEMENT: Attached

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

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Chandler".

David A. Chandler  
Commissioner

# **CONTRACT AGREEMENT**

**MODIFICATION NUMBER #2  
TO THE AGREEMENT BY AND BETWEEN  
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
AND  
CONSORTIUM FOR CHILDREN**

The following Amendment, effective October 1, 2016 is made a part of the contract, dated September 30, 2015 entered into by and between the Mississippi Department of Child Protection Services, Mississippi Department of Human Services (MDCPS) and Consortium for Children.

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, 9, 10, 29, 30, and 34** of said contract shall be modified to reflect the following:

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

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

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed Forty Thousand One Hundred Fifty Dollars and Zero Cents (\$40,150.00) during SFY2016 for October 1, 2015 through September 30, 2016. Modification #1 increased to Fifty Seven Thousand Two Hundred Dollars and Zero Cents (\$57,200.00) during SFY2016 for April 1, 2016 through September 30, 2016. Modification #2 increased to Seventy Four Thousand Eight Hundred Seventy Five Dollars and Zero Cents (\$74,875.00) during SFY2017 for October 1, 2016 through September 30, 2017. It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of One Hundred Thirty Two Thousand and Seventy Five Dollars and Zero Cents (\$132,075.00). (Exhibit C-2, Budget)

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

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

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

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

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

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

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

**30. Entire Agreement.** It is understood and agreed that this Modification Number 2 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 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.This Contract signed by the parties herein and any Exhibits attached hereto ;”) and the lowest document is listed last (“2. The Original Agreement”).

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

All other terms, conditions, and provisions set out in the original contract other than those modified and amended, which are not in conflict with this Modification Number #2, shall remain in full force and effect for the duration of the contract.

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

**Mississippi Department of Child Protection  
Services**

**By:** \_\_\_\_\_

**Authorized Signature**

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

**Title: Commissioner**

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

**Consortium for Children**

**By:** \_\_\_\_\_

**Authorized Signature**

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Consortium for Children**  
**Structured Analysis Family Evaluation (SAFE)**  
**Scope of Services**  
**October 1, 2016 – September 30, 2017**

This Scope of Services is between Consortium for Children (CFC), 65 Mitchell Boulevard, Suite D., San Rafael, California 94903 and the Mississippi Department of Child Protection Services, Mississippi Department of Human Services (MDCPS), 750 North State Street, Jackson, MS 39202

CFC and MDCPS agree to adhere to the following services as it relates to Structured Analysis Family Evaluation (SAFE):

1. It is understood and agreed that upon the payment of a total \$750.00 per year, CFC hereby grants MDCPS an open-ended license, starting October 1, 2014 to use the home study methodology solely owned by CFC, known as Structured Analysis Family Evaluation (SAFE). This amount shall be billed yearly by CFC to MDCPS.
2. Either CFC and/or MDCPS may give thirty (30) day notice if either wishes to terminate this open-ended license. If the 30-day option is exercised it is understood that use of all SAFE materials (including the SAFE Desk Guide, Questionnaires, Templates and any other documents copyrighted by CFC must ceased to be used at the end of the 30-day period.
3. MDCPS understands that SAFE is copyrighted by Consortium for Children, which owns all rights to Structured Analysis Family Evaluation.
4. MDCPS may not change, alter, copy or modify any part of SAFE without the written consent of an authorized CFC representative.
5. MDCPS agrees to use only the most recent version of the SAFE forms, templates and instruments as provided by CFC.
6. MDCPS agrees to use the SAFE Home Study in its entirety and as prescribed by CFC for the purposes of adoption, foster care and kinship placement. Should MDCPS wish to use SAFE in any other arena of child or adult welfare MDCPS agree to obtain written permission from CFC.
7. MDCPS agrees that SAFE training will only be provided by CFC Personnel.
8. Requests from other jurisdictions for any copies of SAFE materials will be directed to CFC. The parties agree that SAFE documents, forms and templates are for use only by MDCPS and their personnel. Any inquires concerning the business arrangements pertaining to SAFE and MDCPS will be referred to CFC.
9. CFC agrees to maintain and allow access to the [www.safehomestudy.org](http://www.safehomestudy.org) web site for all MDCPS personnel who have completed the SAFE 2-day Training.

10. Any Supervisor who will supervise SAFE Home Studies is required to attend the both the 2-day SAFE training and the (1) one-day SAFE for Supervisor's Training. Once they have completed the trainings Supervisors may introduce the SAFE methodology to new staff; however, all new staff must complete the SAFE two (2)-day training at the first opportunity.
11. MDCPS agrees to adhere to the SAFE Policy that Applicants will be allowed to read or receive a copy of the finalized SAFE Home Study.
12. MDCPS will appoint a SAFE coordinator to work with CFC in the implementation and on-going use of SAFE.
13. MDCPS agrees that all monies will be paid in U.S. funds in accordance with an attached CFC/SAFE Invoice.
14. CFC will provide Clinical, Technical and Computer assistance on an ongoing basis to MDCPS Monday through Friday from 8:30AM - 4:30PM Pacific Standard Time.
15. CFC will develop a personalized Home Study Template as well as a SAFE Update Template (if applicable) for MDCPS that reflects their individual rules, regulations and laws.
16. CFC will support the [www.safehomestudy.org](http://www.safehomestudy.org) web site and provide technical assistance to all users who have completed the SAFE 2-day Training as well as the Administrators of MDCPS.
17. CFC will perform an audit of MDCPS finalized SAFE Home Studies in order to enable quality control and identify areas of strength and improvement.
18. MDCPS agrees to the fees and fee structure as outlined in Attachment One of this Agreement.

# **EXHIBIT B**

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

(See Mississippi Department of Human Services Website)

[www.mdhs.state.ms.us](http://www.mdhs.state.ms.us)

# **EXHIBIT C**

# **BUDGET**



Structured Analysis Family Evaluation (SAFE)

CONSORTIUM FOR CHILDREN

Budget

Term: October 1, 2016 – September 30, 2017

<b>Item</b>	<b>Description</b>	<b>Amount</b>
<b>SAFE 2-day Training</b> <i>(Attendees: max 35, min 25 per session)</i>	<i>5 sessions: \$250 per person x 175 max participants</i>	<i>\$43,750</i>
<b>SAFE &amp; The Social Work Interview</b> <i>(Attendees: 35 per session)</i>	<i>5 sessions: \$1,500 flat rate each, 175 participants</i>	<i>\$7,500</i>
<b>SAFE Interview Manuals</b>	<i>\$25 each x 175 max participants</i>	<i>\$4,375</i>
<b>SAFE Supervisor Training</b>	<i>2 sessions: \$1,500 flat rate each</i>	<i>\$3,000</i>
<b>SAFE Supervisor Manuals</b>	<i>\$25 each x 40 participants</i>	<i>\$1,000</i>
<b>Shipping Charges</b>	<i>5 Shipments of materials x \$500 each</i>	<i>\$2,500</i>
<b>Travel Charges</b>	<i>6 Trainer Trips x \$2,000 each Trip</i>	<i><u>\$12,000</u></i>
<b><i>Total Training:</i></b>		<b><i>\$74,125</i></b>
<b>Licensing Agreement Fee (per year)</b>		<i>\$750</i>
<b><u>Total Budget (Training &amp; Licensing)</u></b>		<b><u>\$74,875</u></b>