



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: Social Work p.r.n.

CONTRACT TERM: September 14, 2016, through September 13, 2017

RENEWAL: September 14, 2016

METHOD OF PROCUREMENT: RFP

TOTAL COST OF CONTRACT: \$6,820,020.00

PURPOSE OF CONTRACT: Social Work p.r.n. provides required services for the MDCPS-Mississippi Centralized Intake (MCI) and 24-Hour Hotline and Disaster Preparedness Plan based in Jackson, MS.

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 that reads "David A. Chandler".

David A. Chandler
Commissioner

**MODIFICATION #2
CONTRACT
AGREEMENT**

**MODIFICATION NUMBER #2
TO THE AGREEMENT BY AND BETWEEN
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
AND
SOCIAL WORK p.r.n.**

The following Amendment, effective September 14, 2016 is made a part of the contract, dated August 25, 2014 entered into by and between the Mississippi Department of Child Protection Services, Mississippi Department of Human Services (MDCPS) and Social Work p.r.n.

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 September 14, 2016 and end on September 13, 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 September 13, 2019.

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 Two Million Two Hundred Seventy Three Thousand Three Hundred Forty Dollars and Zero Cents (\$2,273,340.00) during SFY2015 for September 14, 2014 through September 13, 2015. Modification #1 increased by Two Million Two Hundred Seventy Three Thousand Three Hundred Forty Dollars and Zero Cents (\$2,273,340.00) during SFY2016 for September 14, 2015 through September 13, 2016. Modification #2 increased by Two Million Two Hundred Seventy Three Thousand Three Hundred Forty Dollars and Zero Cents (\$2,273,340.00) during SFY2017 for September 14, 2016 through September 13, 2017. It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of Six Million Eight Hundred Twenty Thousand Twenty Dollars and Zero Cents (\$6,820,020.00). (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**

Social Work p.r.n.

By: _____

By: _____

Authorized Signature

Authorized Signature

Printed Name: Dr. David A Chandler

Printed Name: _____

Title: Commissioner

Title: _____

Date: _____

Date: _____

EXHIBIT A-2
SCOPE OF SERVICES

Social Work p.r.n
Modification #2
Scope of Services
September 14, 2016 – September 13, 2017

History and Organizational Structure of Firm

Social Work p.r.n. is a responsible agency that enjoys an excellent image and reputation in the communities we serve. Social Work p.r.n. operates a system of company-owned and franchise sites across the nation. We serve in the metropolitan areas of Atlanta, Chicago, Houston, Jackson, Kansas City, northern New Jersey, New Orleans, New York City, Philadelphia, St. Louis and Washington DC.

Social Work p.r.n. is a professional social work company that provides a variety of social work products and services to a range of human service organizations, including public and private, not-for-profit and for-profit. Products and services provided by Social Work p.r.n. include social work staffing (temporary, temp-to-perm, and permanent placement), consultation, supervision, field instruction, training, and continuing education.

Social Work p.r.n. specializes in providing social work staffing. Our clients include social service agencies, hospitals, mental health facilities, family and children service agencies, addiction treatment settings, long term care facilities, Employee Assistance Programs and managed care, HMOs, rehabilitation centers, home health and hospice agencies, residential facilities, and other settings that utilize social work services.

Social Work p.r.n. has a wealth of practice experience providing services to individuals, couples, families, groups, communities, institutions and systems. Last year, we placed hundreds of MSW and BSW social workers in numerous settings nationwide and across fields of practice.

Location of Principal Address: Number and Job Titles

Social Work p.r.n. operates a corporate office location at 10680 Barkley, Suite 100, Overland Park, Kansas, 66212. The corporate office serves as the central management and support center for all regional offices. The corporate office is staffed full-time with professional and administrative staff, including Kim Adams, LMSW, CEO; Sheri Hilger, LCSW, LSCSW, Clinical Director; Pierrette Upshaw, Corporate Manager; Rashmi Shah, Accounting Manager; Frances McNeel, Payroll/Credit & Collections Specialist; Lauren Richardson, Marketing Manager; and Julie Cordell, CPA, Financial Analyst. Our office hours are Monday-Friday, 8:30 am to 4:30 pm, and after-hours emergency support is available by cell and email. The telephone number is (800) 595-9648 and email address is kim.adams@socialworkprn.com

The corporate headquarters is located and available at:

Social Work p.r.n.-Corporate

10680 Barkley, Suite 100
Overland Park, Kansas 66212
(913) 648-2984 phone
(914) 648-2977 fax
(800) 595-9648 toll-free

Social Work p.r.n. has a physical location with full-time professional social work administrative personnel in each office site to coordinate contracts. Our office in Jackson, Mississippi has and will continue to be the location for the Mississippi Centralized Intake program.

The local office to serve Mississippi Centralized Intake is located and available at:

Social Work p.r.n.-Mississippi

409 Briarwood, Suite 303
Jackson, MS 39236
(601) 957-6944 phone
(601) 432-4600 fax

Key Positions in Delivery of Services

The following positions provide support to the Mississippi Centralized Intake program through Social Work p.r.n. An organizational chart depicting both Corporate and MCI Program personnel is included in Exhibit A.

Mississippi and Corporate Office Administrative Staff & Time Allocation

TITLE	Time Allocated to MCI
Project Administrator	Approximately 25%
Clinical Director/HR	Approximately 10%
MSW Program Manager	100%
MSW Assistant Program Manager	100%
Quality Assurance Specialist	100%
Full-time Administrative Assistant	100%
Quality Assurance Specialist I	100%
Quality Assurance Specialist	100%
QA Specialist/Evening Supervisor	100%

Legal Entity and Signatory Status

Social Work p.r.n. is incorporated as a C Corporation in the State of Kansas. Social Work p.r.n. is a for-profit organization that is privately owned. Included are Articles of Incorporation, Annual Minutes, and Resolutions that serve as evidence of authority of signatory to execute a binding on behalf of Social Work p.r.n. and documentation that Social Work p.r.n. is a legal entity.

SERVICES

Social Work p.r.n. will provide the required services for Mississippi Centralized Intake, which includes a 24-Hour Hotline for reports of child abuse, neglect and exploitation, Referral Service, and Disaster Response Plan. Social Work p.r.n. will maintain the current telephone and electronic reporting call center based at 409 Briarwood, Suite 303, Jackson, Mississippi. The call center will be adequately staffed 24 hours per day, 7 days per week, and will not be affected by MDCPS official office closings, such as weekends, holidays, or inclement weather. Social Work p.r.n. will receive all information for all MDCPS county offices via calls or electronic reporting systems, document the information in MDCPS appropriate MDCPS electronic case management data system, and disseminate the information appropriately throughout the State of Mississippi or to other states per MDCPS policy. A 24-Hour Hotline for vulnerable adult abuse reporting will be maintained by Social Work p.r.n. from September 14, 2016 to October 1, 2016. If needed these services will be extended to but no longer than October 14, 2016.

The Social Work p.r.n. MCI social workers and administrative staff will perform the duties as follows:

- 1) Receiving and documenting in appropriate MDCPS electronic case management data system all information related to allegations of child abuse/neglect/exploitation or any information regarding a child that's reported for the state via telephone calls or electronic reporting system;
- 2) Screening all calls according to a required protocol upon which all staff has been trained;
- 3) Based on screening, referring all reports not related to allegations of abuse, neglect, or exploitation to the appropriate referral source and document accordingly;
- 4) Obtaining specified information from calls concerning allegations of abuse, neglect, or exploitation according to required protocol;
- 5) Entering specified information into the MDCPS computer system, Mississippi Automated Child Welfare Information System (or appropriate MDCPS electronic case management data system);
- 6) Notifying appropriate MDCPS staff of reports of abuse, neglect, or exploitation by phone and/or email as needed when urgency of information warrants, when computer system is unavailable to those who need the information, or during official office closing times;
- 7) Communicating with MDCPS county staff and administrative staff regarding questions, transfers, requests regarding intake reports;
- 8) Utilizing feedback regarding performance to improve service quality and delivery;
- 9) And, meeting regularly with MDCPS administrative staff to maintain communication for effective service delivery.

Social Work p.r.n. will provide social work staff covering 24-hours/day, 7 days/week, and 365 days/year. Social Work p.r.n. will adequately staff MCI with the largest number of personnel during periods with the highest call volume and flexibility to adjust to meet the coverage needs. Social Work p.r.n. has the responsibility of recruiting, hiring and retaining adequate staff to meet the needs of MCI.

Social Work p.r.n. will ensure that all crisis line social workers for the MDCPS Centralized Intake and 24-Hour Hotline and Disaster Preparedness Plan have a Master's Degree in Social Work or a Bachelor's Degree in Social Work with two years of related experience. To satisfy Social Work p.r.n.'s hiring requirements, all degrees in social work must be from a social work program accredited by the Council on Social Work Education (CSWE). Social Work p.r.n. will retain the responsibility of recruitment, interviewing, and extending offers to candidates for hire through Social Work p.r.n./MCI Program. Social Work p.r.n. will agree that applicants must be approved by MDCPS before reporting to duty. Social Work p.r.n. will retain the control and direction of the Social Work p.r.n./MCI workforce in regards to operational and personnel issues with the exception that Social Work p.r.n. will comply fully with any inquiries, orders, or directives from the court. Responses to DHS feedback forms will include details from growth and development with worker along with any corporate corrective action. At the request of MDCPS/DFCS, Social Work p.r.n. will agree to replacement of an employee.

Social Work p.r.n. agrees to abide by all related terms of the Modified Mississippi Settlement Agreement, MDCPS policy, and current and federal laws, as applicable to this program.

Social Work p.r.n. will record all calls (incoming and outgoing) using recording software. All recordings will be permanently stored and accessible for review by appropriate MDCPS staff and the *Olivia Y.* Court monitor. MDCPS will maintain all rights to recordings of all calls incoming and outgoing.

Social Work p.r.n. will anticipate and accommodate the special needs of reporters, including limited/non-English speaking or hearing impaired, e.g. use of MDCPS interpreters, the Mississippi Relay System, TDD/TYYs or the Language Line.

Social Work p.r.n. will maintain and provide information for referral services to the public for human service providers throughout the State of Mississippi.

Social Work p.r.n. will ensure that reports of suspected child/vulnerable adult abuse and/or neglect received are entered into appropriate MDCPS electronic case management data system, with confirmation of prior history attached to all persons known at intake that are located in appropriate MDCPS electronic case management data system and referred to the appropriate county of jurisdiction within ninety (90) minutes of receiving the complete report. As a back-up measure, if access to appropriate MDCPS electronic case management data system is denied, Social Work p.r.n. will ensure that reports and hard copies of the applied screening tools are faxed or emailed and verbally forwarded to the responsible county office within ninety (90) of receiving the complete report and that reports are entered and screened in appropriate MDCPS electronic case management data system as soon as accessibility is restored.

Social Work p.r.n. will notify the MDCPS County of Responsibility on-call staff of suspected child/vulnerable adult abuse or neglect within fifteen (15) minutes of the report being received and entered into appropriate MDCPS electronic case management data

system. MDCPS administrative staff will be notified when County of Responsibility on-call staff member cannot be reached to relay the information. This method of communication is currently employed by Social Work p.r.n. MCI staff.

Social Work p.r.n. will guarantee all staff persons adhere to MDCPS' established policies and procedures in the handling of all reports of suspected child/vulnerable abuse and neglect.

Social Work p.r.n. will inform MDCPS administrative staff of any difficulties in performing required duties, such as power failure, telephone failure, or MDCPS computer access failure, as soon as the difficulty is discovered by MDCPS personnel.

Social Work p.r.n. will notify MDCPS in writing of a change in business telephone, address or any other change in functionality of the MDCPS Centralized Intake, Hotline, Referral Service, and Disaster Response Plan within five (5) business days prior to this occurrence.

Social Work p.r.n. will adhere to procedures established within the MDCPS Disaster Response Plan to receive calls and gather information for MDCPS concerning the location and contact information for resource families, facility staff, MDCPS clients and MDCPS staff in the event of a disaster within the state. This information will be provided to MDCPS designated office periodically throughout the days of the disaster and five (5) days immediately following. Information regarding office closure will be communicated to Social Work p.r.n. so that alternate plans of communication with county staff can be implemented. Social Work p.r.n. will coordinate with MDCPS staff regarding matters related to generator.

Social Work p.r.n. will provide 24-hour/7 days per week coverage and supervision to ensure the handling of any emergencies related to the functioning of the hotline and assuring delivery of any reports needing immediate response to appropriate county on-call staff of MDCPS.

Social Work p.r.n. will provide access to all equipment when requested by MDCPS/DFCS and will allow MDCPS staff to monitor work on-site for quality assurance.

Social Work p.r.n. will require MDCPS Centralized Intake social workers to complete the following training/education requirements: 40 hours/year for all new employees; 20 hours/year for experienced (over 1 year) employees. Supervisors will receive a minimum of twenty-four (24) hours of training per year. Training/education will be coordinated with MDCPS administrative staff.

Social Work p.r.n. will coordinate with MDCPS staff to ensure that computer down times for maintenance are performed at times that will interfere the least with MCI functioning whenever possible.

Social Work p.r.n. will complete and submit timely the required weekly and daily reports to MDCPS using the submitted format in a timely manner. This will include collecting and compiling data on all screened-in and screened-out referrals made to the hotline and submitting the written daily and weekly reports to the MDCPS program supervisor. This is to include all demographic information.

Social Work p.r.n. will be responsible for the monthly programmatic and fiscal reporting necessary to maintain the contract. The monthly programmatic report shall contain the actual percentages of the outcome measures achieved on a monthly basis.

Social Work p.r.n. will provide an annual programmatic report that will be compiled and submitted no later than 45 days after the closing of the contract with MDCPS. The programmatic report will include information from start-up of the project to the end, successes, failures, recommendations, and any other additional information pertinent to this project. Additionally, the annual programmatic report will contain the actual overall percentages for each measurable outcome identified. This information will be provided whether or not the outcome measure is achieved.

Social Work p.r.n. will submit monthly fiscal reports to MDCPS by the 10th calendar day of each month and monthly programmatic reports shall be submitted to MDCPS by the 15th calendar day of each month. Reports shall be submitted to the MDCPS Administration/Finance Unit.

Social Work p.r.n. will determine the number of staff required to achieve measurable outcomes. Social Work p.r.n. will provide to MDCPS approved staff access to all calls and recordings. A list of MDCPS staff approved to request calls and recordings will be provided by MDCPS to Social Work p.r.n.

EVALUATION TOOLS/METHODOLOGY

Social Work p.r.n. utilizes a Quality Assurance model to ensure that MCI intake workers are following policy/procedure as well as meeting measurable outcomes as outlined in the Scope of Services. The Quality Assurance (QA) Department has been successful in completing QAs and providing feedback within one week of initial intake. Currently, 12% of daily calls are manually identified and selected for review. The QA Department reviews intake worker's appropriate MDCPS electronic case management data system reports in conjunction to listening to call recordings provided through the call recording system. The intake worker is scored on the Centralized Intake QA form for the following: (1) accuracy; (2) customer service; (3) essential information received; (4) role/relationship to victim established; (5) maltreatment clear and easy to read; and (6) diligent search/confirmation. Intakes are scored by assigning a point value to specific criteria as approved by MDCPS.

When concerns are identified, QA staff provides specific and detailed Growth and Development where concerns are outlined on a form created by Social Work p.r.n. All

feedback is presented to staff from the common social work theory/practice, the Strengths Perspective. Feedback includes best practice and suggestions to enhance performance. Each intake worker is allowed the opportunity to review their scored QAs and listen to their call recording upon request. Identified intake workers are emailed a copy of their Growth and Developments and are encouraged to seek assistance when needed. One-on-one sessions are offered to verbally discuss concerns. Self-assessments are conducted and review of call recordings are also completed when needed or requested to ensure clarity is gained of the QA process, expectation, and policy.

In addition, the QA Department provides assistance and clarity to intake workers when feedback is received on a county, regional or state level from MDCPS. A Mississippi Centralized Intake Feedback Form is utilized to ensure that MDCPS personnel can document their concerns regarding any MCI intake. The Feedback Form is submitted by a DFCS employee and directed to the attention of the MSW Program Director or MSW Assistant Program Director. The documented concerns are addressed and justification or recommendations for improvement are provided.

The QA Department and its operations are very transparent, meaning that all intake workers have been provided the measurable outcomes identified in the Scope of Services. Each intake worker has been provided an individual copy of MDCPS state policy and a copy of the quality assurance form along with an explanation of scoring. As a means of ensuring staff is informed of our overall progress and performance, Social Work p.r.n.'s at-a-glance form was developed. This form outlines all QAs completed per week and highlights scores and performance in different areas as it relates to the Scope of Services. This information is disbursed to all MCI staff on a weekly basis.

All MCI intake workers are encouraged to remain up to date on policy and procedure through on-going trainings. Subject matters may include child welfare, ethics, policy etc. All new (less than one year) MCI intake workers complete a required minimum 40 hours of training each contract year. All experienced (more than one year) MCI intake workers complete a required 24 hours of training each contract year. Several trainings are offered through internal as well as external means; via face-to-face conferences, online courses as well as teleconferences. "Quiz Balls" were developed which entailed various topics and scenarios related to MCI roles/responsibilities and served as another means of ensuring staff is current with policy and procedure. Intake workers are required to read provided material, answer questions, and submit information back to the QA Department. This promotes dialogue and assists with any disconnect or cloudiness about proper ways of handling certain calls, entering reports into appropriate MDCPS electronic case management data system, and serves as a refresher, especially for part-time and support intake workers.

Program Outcomes

- A) 96% of suspected child abuse, neglect and exploitation reports are answered, entered into appropriate MDCPS electronic case management data system, and screened to the appropriate county within 90 minutes of receiving the complete report.**

Social Work p.r.n. will ensure calls are answered and requests handled according to current policy. Social Work p.r.n. will enter each completed report received into appropriate MDCPS electronic case management data system, and screen it to the appropriate county within 90 minutes receiving the complete report. Social Work p.r.n. will document:

- a) Beginning time of call;
- b) Ending time of call;
- c) Contacted county representative and time of contact;
- d) and, contacted Acting Social Work Supervisor or Regional Director via email and time of contact.

This documentation will be kept on every report and will be compiled monthly. The reports will be used to inform Program Coordinator or the Quality Assurance Coordinator of any deviation from the 96% standard that will be noted and referred to our supervisory and training program. Social Work p.r.n. will use this compilation to meet annual program outcome statistics.

- B) 96% of reports pulled for quality assurance will receive a rating of 80 or higher; with 100 being the highest possibility.**

Social Work p.r.n. will ensure that child abuse reports pulled for quality assurance receive a rating of 80 or higher. Social Work p.r.n. will continue to use the Quality Assurance Form in training to ensure each item on the form is properly addressed in each report. In the event that all pertinent information cannot be obtained, Social Work p.r.n. will provide explanation for the lack thereof.

These criteria address the comprehensiveness and clarity of required elements in the child abuse reports. Twelve (12) percent of each day's reports will be reviewed for these criteria. The outcome will be tallied monthly so that any needed correction can be addressed in our supervisory and training programs. The totals will be used for the annual program outcome statistics.

- C) 98% of reports pulled for quality assurance will be screened in accordance to established statutes of limitations and policies.**

Social Work p.r.n. will refer to and follow current policy and statutes of limitations as it pertains to screening reports of child abuse.

Any breaches in adherence will be noted and logged monthly. These specific breaches will be addressed by memo to all staff for immediate correction. The breaches, if any, will be counted and noted to ascertain any deviance from the 98% standard for reports.

- D) 98% of reports pulled for quality assurance will have confirmation of prior history attached or documentation of the lack thereof being available during the diligent search.**

Social Work p.r.n. will ensure that reports will confirm prior history and be attached to the new report being entered into appropriate MDCPS electronic case management data system. Social Work p.r.n. will also ensure that diligent searches are completed in all systems (appropriate MDCPS electronic case management data system, METSS, MSSIS, and MAVERICS) to ensure the proper location of all family members reported and will include a statement confirming the completion of the task or the lack thereof.

- E) 98% of resource home and child placing agency reports will be entered into appropriate MDCPS electronic case management data system in accordance to policy with abuse/neglect history confirmed and tracked.**

Social Work p.r.n. will ensure that resource home and child-placing agency reports are entered into appropriate MDCPS electronic case management data system either pending resource report and/or special investigation to ensure the report is attached and tracked in accordance with current policy.

Special handling of resource home and child-placing agency reports will be conducted as agreed upon by MDCPS staff and MCI administration.

- F) 100% of new employees receive 40 hours of on-going training before duty and experienced employees will receive 20 hours of on-going training annually.**

Social Work p.r.n. will ensure all new MCI intake workers will receive 40 hours of on-going training in their first year of service. Experienced MCI intake workers (over one year of service) will receive 20 hours of on-going training annually. Supervisory/administration MCI staff will receive 24 hours of on-going training annually.

- G) 98% of daily, weekly and monthly programmatic and fiscal reporting will be submitted in accordance to established timeframes.**

Social Work p.r.n. will submit daily, weekly and monthly statistical reports to MDCPS in an agreed-upon timely manner. The monthly fiscal report will be submitted to MDCPS from Social Work p.r.n.'s corporate office.

- H) 95% of all calls will be answered with a hold time of five (5) minutes or less.**

Social Work p.r.n. will ensure that calls will be answered with minimum hold times.

- I) 98% of suspected child abuse, neglect, and exploitation reports received after hours are forwarded via telephone to the County of Responsibility on-call social worker within fifteen (15) minutes of screening.**

Social Work p.r.n. will ensure that the County of Responsibility on-call social worker is contacted for after-hour reports via telephone within fifteen (15) minutes of screening. Social Work p.r.n. will rely on MDCPS to provide on-call numbers for each county daily.

DISASTER RESPONSE PLAN

Social Work p.r.n. will implement a Disaster Plan that includes relocation of the current office to an alternative site. The goal of this plan is coverage in the event of a disaster through a back-up system including use of temporary and/or MDCPS facilities, advanced planning for document retention, and corporate assistance available as needed.

Social Work p.r.n.'s plan in the event of a disaster that would render our primary Mississippi office site unusable would include:

Social Work p.r.n. would secure working space in a hotel conference room located in a non-affected area that would provide working space for the MCI call agents. Social Work p.r.n. would request that the 800 number be transferred to a primary land line or cell phone which would serve as "reception" for all incoming calls. Additional cell phones would be utilized to contact reporters to gather information for reports. All available laptops would be utilized to enter reports in an appropriate MDCPS electronic case management data system. Social Work p.r.n. would ensure that all working documents and policies/procedure manuals would be available to MCI staff. Social Work p.r.n. will maintain responsibility for preventing lapse of coverage. This coverage would continue until the Social Work p.r.n. facility can be reentered, new space is secured, or negotiations are made to utilize space with MDCPS.

Social Work p.r.n. would propose working with MDCPS to allow usage of their office location at 750 N. State Street, Jackson, Mississippi, or other appropriate location to be utilized as a back-up to Social Work p.r.n.'s primary office in the event of a disaster. We

believe that the MDCPS office would provide the necessary resources, including working space and phone services, adequate for the Centralized Intake social workers to continue to provide services.

Electronic copies of documents that are vital to the MCI program are stored on flash drives that are retained off-site. One copy is stored at the corporate office and the other is in the possession of the MCI Program Manager.

Social Work p.r.n.'s corporate office is to be contacted at first realization that a potential for disaster is imminent so that personnel can support the Centralized Intake through the utilization of management staff, including the Program Administrator. All available resources from Social Work p.r.n. will be used in expediting the opening of new office space to return the MCI program to full operation.

Social Work p.r.n. will receive calls and gather information for MDCPS concerning the location and contact information for resource families, facility staff, MDCPS clients and MDCPS staff in the event of a disaster within the state. This information will be provided to MDCPS designated office periodically throughout the days of the disaster and five (5) days immediately following. Information regarding office closure will be communicated to Social Work p.r.n. so that alternate plans of communication with county staff can be implemented. Social Work p.r.n. will coordinate with MDCPS staff regarding matters related to generator.

SUPERVISION PLAN

Social Work p.r.n. will maintain 24 hour/7 days per week supervisory coverage for the Mississippi Centralized Intake program. The coverage will be provided with a combination of on-site coverage and on-call coverage.

On-Site Supervisory Coverage: A designated supervisor (MCI Program Coordinator, MCI Program Assistant Coordinator, or a MSW Quality Assurance Specialist) will be available Monday to Friday, from 8:00 am to 11:30 pm. This on-site supervisor will be available to provide advisement to MCI staff regarding report entry and handling.

On-Call Supervisory Coverage: A designated supervisor (MCI Program Coordinator, MCI Program Assistant Coordinator, or a MSW Quality Assurance Specialist) will be available Sunday to Thursday, from 11:30 pm to 8:00am, and Friday from 11:30 pm to Sunday at 11:30 pm. MDCPS will be provided with an on-call schedule weekly with the contact information for the designated on-call supervisor, the MCI Program Coordinator, and the MCI Program Administrator.

MDCPS reserves the ability to revise and update quality assurance instruments and other reporting documents in order to enhance efforts to improve services delivery and optimize compliance with the Modified Mississippi Settlement Agreement and MDCPS' policy.

EXHIBIT B

Modified Mississippi Settlement Agreement And Reform Plan

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

EXHIBIT C-2
BUDGET

SOCIAL WORK PRN - MCI BUDGET

MODIFICATION #2

September 14, 2016 - September 13, 2017

SUPPORT POSITIONS	
MSW Program Coordinator (FT)	\$ 67,220
MSW Assistant Coordinator (FT)	\$ 57,650
Admin Asst (40hrs/week)	\$ 41,040
MSW QA Specialist (FT)	\$ 54,085
MSW QA Specialist (FT)	\$ 52,510
BSW/MSW QA Specialist (FT)	\$ 51,220
MSW/QA Specialist (FT) Nights	\$ 52,400
HR Specialist	\$ 36,500
SUBTOTAL:	\$ 412,625

CRISIS LINE SOCIAL WORKERS	
All Crisis Line Coverage 60,950.66 hours @\$24.91 per hour	
SUBTOTAL:	\$ 1,518,281

TRAINING & EDUCATION	
40 hrs new/exp wrkrs 24 hrs supervisory personnel <i>(Training only, MDHS will not reimburse provider for food and beverages provided during training.)</i>	
SUBTOTAL:	\$ 5,000

COMMODITIES	
(Equip purchases less than \$500, paper, staplers, pens, pencils, post-it notes, file folders, paper clips, parts for miscellaneous office equipment, toilet paper, paper towels, cleaning supplies, etc.	
SUBTOTAL:	\$ 11,125

CONTRACTUAL SERVICES	
Rent	\$ 82,500
Phone & Internet Service	\$ 4,900
Postage	\$ 500
Payroll Processing Fees	\$ 10,600
Shredding	\$ 250
Licenses	\$ 200
Language Line	\$ 300
Repair/maintenance	\$ 5,000
General Liability/Professional Liability Insurance	\$ 8,250

Property Insurance <i>(excluding all building repair/maintenance)</i>	\$	1,000
SUBTOTAL:	\$	113,500

TRAVEL		
Corporate On-Site Travel	\$	5,500
Local Mileage <i>(Mileage reimbursement rate @ \$0.51 per mile. Please Note: Travel will be computed at the specified rate or at the State approved mileage rate; whichever is lower---not to exceed total budgeted amount.)</i>	\$	1,000
SUBTOTAL:	\$	6,500

ADMINISTRATIVE COSTS		
The organization-wide indirect cost rate agreement distributes all general administrative costs and central office facilities cost based on the total cost of providing services on an indirect cost rate of 10% <i>(Copy of cost rate agreement must be submitted to MDHS.)</i>		
SUBTOTAL:	\$	206,309

CONTRACT TOTAL:	\$	2,273,340
------------------------	-----------	------------------

**ORIGINAL
CONTRACT
AGREEMENT**

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

1. **Parties.** This Contract is made and entered into by and between the Division of Family and Children's Services, Mississippi Department of Human Services, hereinafter referred to as "MDHS," and Social Work p.r.n, 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 provide, perform and complete, in a reasonable manner as determined by MDHS, the 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 September 14, 2014 and end on September 13, 2015. MDHS shall have the option to renew this Contract at one (1) year intervals for four (4) years at the same terms and conditions. These one (1) year options to this contract shall end on September 13, 2019.

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 Two Million Two Hundred Seventy Three Thousand Three Hundred Forty Dollars and Zero Cents (\$2,273,340.00) 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 Two Million Two Hundred Seventy Three Thousand Three Hundred Forty Dollars and Zero Cents (\$2,273,340.00).

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.

Payments by state agencies using the Statewide Automated Accounting System (SAAS) 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.

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

6. Relationship of Parties.

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

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

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

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

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

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

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

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

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

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 of this Contract or upon 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. Conflict of Interest. Independent Contractor shall ensure that there exists no direct or indirect conflict of interest in the performance of this contract and/or performance by any of the Independent Contractor's Contractors/Subcontractors. Independent Contractor hereby warrants that no part of any federal or state money shall be paid directly or indirectly to an employee or official of MDHS as wages, compensation or gifts exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Independent Contractor in connection with any work contemplated or pertaining to this Independent Contractor Agreement. Independent Contractor shall strictly comply with all conflict of interest provisions or standards of conduct provisions contained in any applicable state, federal, or local law, rule, or regulation.

11. 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

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

20. 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.

21. Certification of Independent Price Determination. The bidder 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 bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

22. 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.

23. 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.

24. **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.

25. **Stop Work Order.**

A. **Order to Stop Work.** The Director of Division of Family and 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 ninety (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 Director of the Division of Family and 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 12, 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.

26. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of the Division of Family and 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 and 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 not supported by substantial evidence.

27. 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.

28. 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.

29. 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.”

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

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

1. This Contract signed by the parties herein and any Exhibits attached hereto;
2. The Request for Proposals dated March 3, 2014, Response to RFP due April 25, 2014, and the Written Clarifications or Answers provided by MDHS.

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 Proposals dated March 3, 2014, Response to RFP due April 25, 2014, and the Written Clarifications or Answers provided by MDHS”).

32. 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 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.

33. **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: Mr. Richard A. Berry, Executive Director
Mississippi Department of Human Services
P.O. Box 352
Jackson, Mississippi 39205

SOCIAL WORK p.r.n.: Kim Adams
Chief Executive Officer
Social Work p.r.n.
10680 Barkley, Suite 100
Overland Park, Kansas 66212

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 August, 2014.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BY: Mark Smith
Signature

Printed Name and Title: Mark Smith, DOD

WITNESSES:

Came Rolland
Leigh Williams

Witness my signature this, the 21st day of August, 2014.

SOCIAL WORK p.r.n.

BY: Kim Adams
Signature

Printed Name and Title: Kim Adams, CEO

WITNESSES:

Virginia Pembree, MSW
Courtney Holmes, LSW