*Mississippi Department of Child Protection Services*
*Mississippi Department of Human Services*

# Request for Proposals

## Unaccompanied Refugee Minors Program (URM)

## RFP No. 2016URM001

**750 North State Street**
**Jackson, MS 39202**

Proposal Submission Deadline:
August 26, 2016 at 12:00 PM, Central Time

Brian Lewis, Bureau Director II
Administration Unit
601-359-4495

# Table of Contents

SECTION I. INTRODUCTION ..... 3

SECTION II - RFP PROCESS ..... 9

SECTION III - PROPOSAL FORMAT ..... 15

SECTION IV - EVALUATION AND AWARD CRITERIA ..... 21

SECTION V:- SUBGRANT TERMS AND PROVISIONS ..... 25

EXHIBIT A ..... 40

EXHIBIT B ..... 42

EXHIBIT C ..... 52

EXHIBIT D ..... 56

EXHIBIT E ..... 58

EXHIBIT F ..... 60

EXHIBIT G ..... 62

EXHIBIT H ..... 64

EXHIBIT I ..... 66

EXHIBIT J ..... 68

# SECTION I. INTRODUCTION

The Mississippi Department of Child Protection Services (MDCPS), Mississippi Department of Humans Services (MDHS) (hereinafter collectively referred to as "MDCPS/MDHS"), is seeking to award a subgrant to a qualified vendor(s) to provide a wide range of comprehensive services for the *Unaccompanied Refugee Minors (URM) Program* for MDCPS/MDHS.

## USE OF TERMS

As used in this RFP, the words "proposal" and "application" shall be used interchangeably to refer to the response of this RFP. Parties responding to this RFP will be referred to as "Proposers". The successful Proposers to whom a subgrant will be awarded will be referred to as "Subgrantee."

## DESCRIPTION OF SERVICES

Proposers must possess a high degree of professional skill. This procurement is seeking to award a subgrant to one or more provider(s) to deliver a range of services that will meet the goals of the *URM Program* as identified above. Subcontracting services will be acceptable with prior consent from MDCPS/MDHS. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### Name of Program/Services

Unaccompanied Refugee Minors Program

**Description of Services to Be Provided**

Unaccompanied refugee minors will be placed in an individual therapeutic foster home environment, therapeutic group home or an independent living setting, where they can best develop appropriate skills to enter adulthood and achieve economic and social self-sufficiency.

A. Therapeutic foster homes are licensed according to standards set by Mississippi Department of Child Protection Services (MDCPS) and Mississippi Department of Mental Health (MDMH) Placement is determined by age, family history and what is determined to be in the best interest of the youth. Foster homes are located in the metropolitan and surrounding areas of Jackson, Mississippi.

B. Therapeutic Group Home Placement youths placed in these facilities are determined by age, family background from the ethnic homes and youths' best interest. The youths being referred to the group homes have a history of living in group settings such as refugee camps or temporary shelters. The therapeutic group home will have to offer specially trained staff. The group homes must be located in communities where local schools can be attended. The facility must follow all licensure requirements set by MDCPS and MDMH.

C. Independent Living Home Placements will be determined by the youth's age, demonstrated responsibility and readiness for increased independence. The youths will live in rented apartments and participate in educational programs according to individual needs. The youth's board payment will be used to pay rent, utilities and food if funds are available.

**Supportive services will include:**

Case Management provided by case managers to include development and implementation of Individualized Service Plans. The primary goal will be to teach the youth how to become self-sufficient and productive law abiding individuals.

Medical/Dental/Psychological Support youth will have to receive medical and dental support from a variety of sources, which include county and private support systems that accept Mississippi Medicaid. Psychological evaluations will have to conducted local mental health professionals. All recommended follow ups are to be provided within the community by local professionals according to the youths' individual needs.

Independent Living Skills youths' age fourteen (14) and older are required to attend monthly independent living skills classes sponsored by MDCPS and facilitated by staff from Southern Christian Services.

Socialization and Cultural Heritage will be provided to preserve the youth's cultural heritage.

Intensive tutoring is required to meet the needs of youths in need of assistance in school subjects.

Employment assistance must be provided to youths' in securing employment. Assist in transportation to and from the job to be provided by foster parents and public transportation.

**Goals and Objectives**

**Goal 1:**
The unaccompanied refugee minor is to receive appropriate culturally sensitive care and services consistent with Federal and State child welfare laws.

**Objectives:**

A. Recruit and educate foster families who are culturally sensitive to the youth.

1. Develop and carry out a foster family and visiting family recruitment plan for all populations served by the program.
2. License therapeutic foster care families according to standards set by MDMH and MDCPS
3. Plan, schedule and conduct at least five (5) in service training sessions for foster parents, staff and youths.

B. Improve the quality of services provided to the youth by encouraging professional growth among the staff.

1. Provide staff with in service training to strengthen job skills
2. Encourage staff participation in all in service training
3. Provide staff with opportunities to participate in local community conferences and workshops that will relate to their jobs.
4. Conduct weekly staff meetings and individual supervision with special time allotted to discuss situations where assistance is needed in understanding appropriate responses and/or actions.

5. Review Unaccompanied Refugee Minors Programs policy and procedures and annual goals and objectives with staff yearly.
6. Encourage staff to work together as a team by providing team building opportunities.

**Goal 2:**
To provide opportunities for unaccompanied refugee minors to develop independent living skills that will be beneficial to them as adults and help them achieve economic self-sufficiency.

**Objectives:**

A. Seventy-five percent (75%) of the youths will maintain passing grades in school or GED classes after six (6) months of tutorials.

1. Assist each youth in developing appropriate individual short term goals and a realistic education plan.
2. Provide in service training on decision making and future planning for youths.
3. Provide each youth a minimum of five (5) hours of tutoring weekly.

B. Eighty-five percent (85%) of the youths will possess the ability to comfortably converse in English within six (6) months of their admission into the program.

1. Provide opportunities for the youth to practice good social skills through activities and special training in conflict resolution, anger control, daily communications, and appropriate expression of feelings.
2. Encourage youth to speak their native language in their bedrooms only and speak English only in main sections of their home.
3. Encourage interactions/friendships with American friends.

C. One hundred percent (100%) of the youths emancipating from the program will be discharged with independent living skills.

1. Provide instructions on how to prepare well balanced meals and the advantages of good nutrition.
2. Provide instructions on personal health and hygiene practices.
3. Provide instructions on daily living skills.
4. Provide training on public transportation.
5. Provide budgeting classes.
6. Encourage refugee youths to open a savings account and obtain part-time work.
7. Offer small group sex education classes with emphasis on abstinence.

**Goal 3:**
To provide opportunities for the unaccompanied refugee minors to maintain and value their ethnic culture while providing social acculturation skills into American Culture.

**Objectives:**

A. To provide the youth with opportunities to occasionally have ethnic food and teach others the recipes.
B. To increase group gatherings with the youth so they may speak and sing in their native language and have ethnic foods.

C. To encourage youth participation in celebrations of their native holidays and include their American friends form school and/or church.
D. To provide the youth the opportunities to practice their selected ethnic religion.
E. To provide the youth with opportunities to share their ethnic cultural with youths of different cultures, in schools, churches and community.
F. To provide monthly contact with adult mentors from the youth's native homeland. A cultural specialist will be available to the youth twenty-four (24) hours a day, for seven (7) days a week, in case of an emergency.

**Description for Specific Activities to Be Conducted with the Funds**

A. **Room and Board** will include meals, health and hygiene supplies, household supplies and personal supplies to meet the needs of the youth.

B. **Clothing and Monthly Allowances** will be provided according to Mississippi Department of Child Protection Services' allotments.

C. **Client Transportation** for medical appointments, school, therapy and offsite consultations must be provided.

D. **Case Management and Therapy** to be provided by a case management staff to meet the needs of the youths. Case Managers are to be assigned to youths in therapeutic foster care and in the group homes. A therapist is needed to assist in working through post-traumatic stress issues. Most of the youths have witnessed tremendous violence, murder of family members, famine, sild animal attacks and disease.

E. **Recreational and Special Ethnic Activities** that include activities to adapt youths to their new social, cultural environment and maintain their individual heritage. Recreational activities will have to be an ongoing practice.

F. **Tutoring** has to be provided to meet the refugee youths' individual and educational needs. It is crucial to assist the youth with English language and Independent living skills.

G. **Independent Living Skills** are to be taught by case managers and to the therapeutic foster home families.

**Time Line for Delivery of Services**

Services will be provided by using Federal Calendar Year; October 1 of current year through September 30 of the following year.

**Targeted Population and Geographic Area to Be Served**

Referrals are made by the United States Conference of Catholic Bishops (USCCB) determined by conditions in the refugee youths' countries of origin. The targeted populations served for now but not limited to; Haitians, Refugees, Special Immigrant Juvenile Status (SIJS) and Victims of Human Trafficking, Asylees. Countries we provide services to, but not limited to; Eritrea, Guatemala, South Africa, Afghanistan, Burma, Zambia, Honduras and the Dominican Republic of Congo.

**Targeted Number of Youths to Be Served**

Our targeted number of youths to be served is thirty-six (36). There are currently thirty (30) unaccompanied refugee minors residing in therapeutic foster homes, Therapeutic group homes, and independent living placements.

**Plans for Involvement of Community**

This program requires community involvement. You must be accessible to community and volunteerism. Because of the ongoing challenges the youths may encounter, local and state communities may be willing to assist with nurturing of these young minds.

**All services provided must be consistent with requirements of Unaccompanied Refugee Minors (URM) Grant, *Olivia Y. vs. Bryant, et. al* Modified Mississippi Settlement Agreement, Mississippi Practice Model, MDCPS/MDHS Policy and applicable state and federal laws.**

## PROPOSAL CONTENT

The proposer's written proposal shall contain the following minimum information:

**1)** Name of the proposer, location of the proposer's place of business, and the place of performance of the proposed subgrant;

**2)** Age and size of the proposer's business;

**3)** Evidence of the proposer's experience and abilities in the specified area and other disciplines related to the scope of services and any other information that clearly demonstrates the proposer's expertise in the area of this solicitation for proposals.

**4)** Organization chart and resumes' listing abilities, qualifications, and experience of all individuals who will be assigned to provide the required services on behalf of the proposer;

**5)** A listing of three (3) contracts or projects under which services similar in scope, size, or discipline were performed or undertaken. Listing shall include the names and addresses of the projects, the scope of the projects, and the names and telephone numbers of the project clients for reference purposes;

**6)** Acknowledgement that the proposer is or will become registered/licensed to work in the State of Mississippi; that the proposer will comply with the Mississippi Employment Protection Act;

**7)** A service plan giving as much detail as is practical explaining how the services will be performed;

**8)** An evaluation plan explaining how the outcomes will be evaluated and measured; and

**9)** A budget narrative and estimate of price to provide the services solicited in this RFP.

**Funding**

MDCPS/MDHS will determine the project award date(s) and duration. The number of awards issued under this RFP is dependent upon the amounts requested in the proposals submitted to MDCPS/MDHS in response to this request and availability of funding. MDCPS/MDHS may issue multiple contracts under this award if multiple proposals qualify and funding is available.

MDCPS/MDHS reserves the right to reject any or all proposals, or to cancel the RFP in its entirety. MDCPS/MDHS reserves the right to negotiate potentially fundable proposals, including requirements of additional information or clarification, or to request revisions.

Subgrants will be restricted to direct service activities and reasonable administrative costs directly related to the successful accomplishment of all elements of **Section II** of this document.

It is the intent of MDCPS/MDHS to enter into a subgrant(s) for the period from **October 1, 2016 through September 30, 2017 with an option to renew for one (1) year and up to four (4) one year renewal options**, assuming the subgrantee meets the need and performance measures of the agency and funding remains available. MDCPS/MDHS reserves the right to terminate any contract at any time, subject to current subgrant provisions, and avail itself to any and all remedies available to protect its interests.

Payment for services will be on **a cost reimbursement basis only.** Payment will be requested by submission of a claim form documenting services of any negotiated subgrant provided. Any request for payment shall comply with MDCPS/MDHS and State of Mississippi accounting system requirements. MDHS intends to make subsequent subgrant negotiations dependent upon available funding.

Proper record-keeping is required of all subgrantees to ensure that documentation used to accomplish their assigned tasks is available for monitoring purposes. The Subgrantee shall ensure that MDCPS/MDHS is satisfied with the services being provided.

**Renewal of Subgrants**

**The subgrant may be renewed at the discretion of the agency upon written notice to Subgrantee at least ninety (90) days prior to the subgrant anniversary date for one (1) year and up to four (4) year renewal options under the same prices, terms, and conditions as in the original subgrant. The total number of renewal years permitted shall not exceed four (4). The renewal options shall end on September 30, 2021.**

## SECTION II - RFP PROCESS

This RFP provides background information and describes the subgrant services desired by MDCPS/MDHS. It delineates the requirements for this procurement and specifies the contractual conditions required by MDCPS/MDHS.

Parties responding to this RFP will be referred to as "Proposers." The successful Proposer to whom the contract will be awarded will be referred to as "Subgrantee."

### A. Procurement Schedule for the MS Department of Child Protection Services

| Task | Date |
|---|---|
| Advertisement Dates for Request For Proposal | July 28, 2016; August 4, 2016 |
| Receive Questions for Clarification Deadline | August 11, 2016, 12:00 p.m. CT |
| Respond in Writing to Clarification | August 16, 2016 @www.mdhs.state.ms.gov |
| Required Letter of Intent Deadline | August 19, 2016, 12:00 p.m. CT |
| Proposals Deadline | August 26, 2016, 12:00 p.m. CT |
| Evaluation of Proposals | August 30, 2016 |
| Notification to Proposer(s) | September 2, 2016 |
| Contract Negotiations | September 6, 2016 |
| Proposed Period of Performance | October 1, 2016 - September 30, 2017 |

**NOTE: MDCPS/MDHS reserves the right to amend this schedule in the best interest of MDCPS. Applying agencies shall be advised that correspondence from MDCPS/MDHS will include electronic mail. Electronic communications shall be considered official and binding. Resulting subgrants are not effective until signed by MDCPS Commissioner and notification is given by MDCPS that the subgrant may begin.**

## B. Response to Proposers' Questions

All questions and inquiries shall be electronically received no later than **August 11, 2016 at 12:00 PM, Central Time**. Questions shall be emailed to Brian.Lewis@mdhs.ms.gov to Brian Lewis. All questions shall include the name of the RFP for which the Proposer is seeking clarification and a detailed description of the section the Proposer is requesting clarification. MDHS will not be held liable or responsible for oral responses or for responses to Proposers by persons other than the person specifically designated in this section. MDCPS/MDHS will post all responses on the MDHS website at www.mdhs.state.ms.us no later than **August 16, 2016 at 5:00 PM Central Time.**

From the release of this RFP until a subgrant is executed, Proposers shall not communicate with any MDHS staff concerning the RFP except by using the method described above in **Section A** and in this section. If the Proposer attempts any unauthorized communication, MDCPS/MDHS reserves the right to reject the Proposer's proposal.

## C. Debarment

**By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for subgrants issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi. (Exhibits F and I - FDVR and PDV Forms, respectively)**

## D. Required Letter of Intent

Proposers shall notify MDCPS/MDHS of their intention to submit a proposal. The letter of intent shall be submitted via email to Brian.Lewis@mdhs.ms.gov by **August 19, 2016, 12:00 PM, Central Time**. The letter of intent {attached (Exhibit G)} shall include the title of this request for proposals, the proposer's organizational name and address, one (1) to two (2) sentences stating that the proposer's organization intends to submit a proposal for this service, location of the service area, and the contact person's name, title, phone number, fax number, Tax I.D. number, DUNS number, address and Authorized Representative's email address (Exhibit G). Brian Lewis shall acknowledge receipt of letter of intent via email. **MDCPS/MDHS accepts no responsibility for equipment or user errors. A NON-ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent**.

## E. Proprietary Information

**The proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.**

## F. Proposal Submission

**NOTE: MDCPS/MDHS reserves the right to adjust this schedule as it deems necessary.**

Proposals shall be received by MDCPS/MDHS no later than the official deadline of:

**August 26, 2016 at 12:00 PM Central Time**

The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a sealed envelope or package to ***Brian Lewis, 750 North State Street, Jackson, Mississippi 39202,*** no later than the time and date specified for receipt of proposals. Timely submission of the proposal is the responsibility of the proposer. Proposals received after the specified time, shall be rejected and returned to the proposer unopened. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by the MDHS Business Office. Each page of the proposal and all attachments shall be identified with the name of the proposer.

Mailing or hand delivering one original and three (3) copies of the proposal. The original proposal and three (3) copies shall be submitted in a 3-ring binder for a total of four (4) binders, delivered in one sealed package or envelope, and each individual binder labeled with the name of the Proposer and the **RFP No. 2016URM001.**

**Proposals are due no later than August 26, 2016 at 12:00 PM Central Time. Proposers will receive an email in reply confirming receipt of proposal on August 26, 2016 by 5:00 PM Central Time. MDCPS/MDHS accepts no responsibility for equipment or user errors and will not accept late submissions.**

Proposals shall be written following all of the directives contained in this document. The proposal shall be typed with 12 Point Font, double spaced and indexed and divided by sections to allow ease of handling and review by MDCPS/MDHS.

Any proposals received after the deadline will be marked LATE and will not be evaluated. All proposals received by MDCPS/MDHS are deemed to be the property of MDHS and may be used as MDHS sees fit. MDCPS/MDHS will not be responsible for non-delivery or late delivery of proposals.

**Agencies of the State of Mississippi shall adhere to extremely strict guidelines concerning Procurement, Bidding and RFP processes. Lapses in protocol or deviations from the published standards can result in formal objections, legal challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.**

**MDCPS/MDHS reserves the right to reject any and all proposals where the proposer takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDCPS/MDHS and/or the State of Mississippi, including but not limited to the required contractual terms and provisions set forth in this RFP.**

## G. Cost of Proposal

Costs for developing proposals are entirely the responsibility of the Proposer and are not chargeable to MDCPS/MDHS or the State of Mississippi.

## H. Oral Presentation

Proposers submitting proposals in response to this RFP **may** be required, at MDHS' discretion, to make an oral presentation of their proposals. The objectives of such presentations will be to clarify any questions MDCPS may have regarding proposed services and costs to assist MDCPS in arriving at a final selection. Toward this end, Proposers shall have employees selected for key management positions available for attendance if a presentation is required. MDCPS will schedule the time and location of these presentations. These oral presentations are an option of MDCPS and may not be conducted.

## I. RFP Modifications

Any changes deemed necessary by MDCPS to this RFP will be submitted as an addendum to the RFP. If MDCPS shall amend any segment of the RFP after submission of proposals and prior to announcement of the successful subgrant, the dates for submission of revised proposals will be announced at that time. All responding Proposers will be afforded ample opportunity to revise their proposals to accommodate the RFP amendment. All proposals, including revisions, will be considered confidential until a final determination has been made by MDCPS.

## J. Addenda/Revisions to Proposals

Unless requested by MDCPS, MDCPS will not accept any addenda, revisions or alterations to proposals after the proposal due date. However, MDCPS reserves the right to request clarifications or correction's to proposals, to reject any and all proposals or to cancel the RFP in its entirety at MDCPS's sole discretion. Any application or proposal received which does not comply with these general instructions will be considered to be nonresponsive, and the proposal will be rejected.

## K. Proposer/Subgrantee Disclosure Data

Ownership of all data, materials and documentation originated and prepared for MDCPS/MDHS pursuant to the RFP shall belong exclusively to MDCPS/MDHS and be subject to public inspection in accordance with the Mississippi Public Records Act, Sections 25-61-1 et seq. of the 1972 Mississippi Code Annotated, as amended. Trade secrets or confidential commercial or financial information submitted by a Proposer may not be subject to public disclosure under the Act. However, the Proposer shall invoke the protections of Section 25-61-9 before or at the time the data is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. The confidential information or trade secret material submitted shall be identified by some distinct method such as, but not limited to, highlighting or underlining and shall indicate the specific words, figures, or paragraphs that constitute trade secret or confidential information. The classification of an entire proposal document, line item prices and/or total proposal price as confidential or trade secrets is not acceptable and will result in rejection and return of the proposal.

## L. MDCPS' Rights Reserved

Notwithstanding anything to the contrary, MDCPS reserves the right to:

i. Reject any and/or all proposals received in response to this RFP.
ii. Respond to inquiries for clarification purposes only and/or to request clarification, if necessary.
iii. Waive minor irregularities if MDCPS/MDHS determines that waiver would be in its best interest and would not result in an unfair advantage for other proposers and potential proposers.
iv. Select for subgrants or for negotiations, a proposal other than that with the lowest cost.
v. Consider a late modification of a proposal if the proposal itself was submitted on time and if the modifications were requested by MDCPS and the modifications make the terms of the proposal more favorable to MDCPS, and accept such proposal as modified. MDCPS will allow all eligible Proposers to submit late modifications, similar in scope, if MDCPS/MDHS chooses to exercise this right with regard to any one Proposer's proposal.
vi. Negotiate as to any aspect of the proposal with any Proposer and negotiate with more than one Proposer at the same time.
vii. If negotiations fail to result in a contract or agreement within five (5) working days of the evaluation completion date, terminate negotiations and take such other action as MDCPS/MDHS deems appropriate.

## M. Subgrantee Acceptance of RFP Content

The contents of this RFP and the accepted proposal of the successful Proposer will become part of the final subgrant, if a subgrant is awarded. Each Proposer's proposal shall include a statement of acceptance of all terms and conditions stated within this RFP or a detailed statement of exception for each item excepted by the Proposer. Any proposal which fails to comply with this requirement may be disqualified as nonresponsive.

## N. Proposal Acceptance by MDCPS/MDHS

MDCPS/MDHS will accept proposals and award subgrants to the RFP. Determination of proposal acceptance will be based on, but not necessarily limited to, conformity to the RFP requirements, cost, capability, experience, quality of service and Proposer's ability to provide the required services, with final determination to be made by MDCPS/MDHS.

## O. Legal Requirements

All Proposers shall be willing to comply with all provisions of the Mississippi Department of Child Protection Services/Mississippi Department of Human Services Subgrant/Contract Manual and with all state and federal legal requirements regarding the performance of the subgrant. The existing requirements are set forth throughout this RFP but are subject to change and/or interpretation throughout the term of any resulting subgrant.

As provided in **Other Required Statements**, **Section III, Item B, Number 5G**. Proposers shall take exception to each provision of the required contractual terms they would like to change. Failure to do so will be deemed an acceptance of all the terms and conditions not specifically excepted.

## P. Protest Bond

Requirement. As a condition precedent to filing a protest, the protestor shall provide a Protest Bond as described in this Section. The protestor shall procure, submit to MDCPS/ MDHS with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a Protest Bond in a sum equal to the amount of the protestor's proposal for the services required by this RFP.

The Bond shall be issued by a company licensed or authorized to do business in the State of Mississippi and acceptable to MDCPS/MDHS. The Bond shall be accompanied by a duly authenticated or certified document evidencing that the party executing the Bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the Protest Bond and shall identify a contact person to be notified in the event that MDCPS/MDHS or the State of Mississippi takes action against the Bond. The Protest Bond shall not be released to the protestor until the protest is finally resolved and the time for all appeals has expired.

The Protest Bond shall be procured at the protestor's expense and made payable to MDHS. Prior to approval of the Protest Bond, MDCPS/MDHS reserves the right to review the Bond and require the protestor to substitute an acceptable bond in such form as MDHS may require.

Subject of Protest. The only grounds for protest are as follows:

i. Errors were made in computing scores upon which an award was based;
ii. MDCPS/MDHS failed to follow procedures established by this RFP and/or applicable policies and procedures of MDCPS/MDHS and/or the State of Mississippi;
iii. Bias, discrimination or conflict of interest existed on the part of an evaluator; or
iv. Scope and intent of the project as specified in the executed subgrant differ materially from the scope and intent of the RFP.

Protests not based on the above described criteria will be rejected.

Resolution of Protests. Protests allowed by this Section shall follow MDHS' procedures for hearing contested cases, which will be made available upon request.

## Q. Fidelity/Dishonesty Bond

Within ten (10) working days of notification of an award, the Subgrantee shall submit to MDCPS/MDHS a Fidelity/Dishonesty Bond in favor of MDCPS/MDHS with surety or sureties satisfactory to MDCPS/MDHS for the term of the subgrant. The amount of the Bond will equal 25% of the total subgrant award. Failure to provide the Fidelity/Dishonesty Bond within the stated time period may result in the Subgrantee being deemed as nonresponsive and the proposal may be immediately disqualified with no further consideration given for potential awarding of the contract to said Subgrantee.

The Bond shall be secured from a company authorized to transact business in the State of Mississippi. The Bond shall be made payable to MDCPS/MDHS.

The Bond shall become effective upon written notification that a subgrant has been awarded to the Subgrantee. The Bond shall remain in full force and effect for the duration of the subgrant. Any action by the Subgrantee and/or the bonding company to revoke and/or cancel the Bond prior to the expiration

of the subgrant will constitute a breach of subgrant and will result in immediate cancellation of the subgrant. Shall this occur the Subgrantee will be held liable for any additional costs incurred by MDCPS/MDHS in seeking replacement services.

**R. Publicity**

Any use or reference of this RFP by the Subgrantee/Proposer to promote, solicit or disseminate information regarding the award of the Subgrant or the services being provided is prohibited, unless otherwise agreed to in writing by MDCPS/ MDHS.

**MDCPS/MDHS reserves the right to reject any and all proposals where the proposer takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDCPS/MDHS and/or the State of Mississippi, including but not limited to the required contractual terms and provisions set forth in this RFP.**

**S. Rights to Data**

MDCPS/MDHS will retain custody of and have primary rights to any data developed under this award. The subgrantee shall make reasonable efforts; however, to provide MDCPS/MDHS and other researchers' appropriate and speedy access to research data from this project and establish public use files of research data developed under this award.

## SECTION III - PROPOSAL FORMAT

Acceptable proposals shall offer **all** services identified in **Section II**, and agree to the contract conditions specified in **Section V, Subgrant Terms and Provisions**.

**A. Proposal Preparation**

Proposals shall be signed by an authorized representative of the Proposer. All information requested shall be submitted. Proposals which lack key information discussed in **Section II**, will be rejected by MDCPS/MDHS.

Proposals shall be organized in the order in which the requirements are presented in the RFP. All pages of the proposal shall be numbered. Each paragraph in the proposal shall reference the paragraph number or letter of the corresponding section of the RFP. If the response covers more than one page, the paragraph number and/or letter shall be repeated at the top of the next page. Information which the Proposer desires to present that does not fall within any of the requirements of the RFP shall be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. ***Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.***

Proposals shall be written following all of the directives contained in this document. The proposal shall be typed with 12 Point Font, double spaced and indexed and divided into the sections described below to allow ease of handling and review by MDCPS/MDHS.

## B. Required Proposal Contents

Responses to this RFP shall consist of the following components and be presented in the order below. Each of these components shall be separate from the others and uniquely identified in an index or table of contents. All required elements from **Section II** shall be included. All elements requested in this document shall be submitted and conform to the format specified below:

### 1. Table of Contents

Proposals shall contain an index or table of contents with page/section/subsection headings and page numbers identifying where this information can be located for review.

### 2. Cover Sheet

Proposals shall contain the enclosed cover sheet in **Exhibit A**, identifying the document as a proposal to respond to this RFP. The organization submitting the proposal shall be identified and the date of submission of the proposal shall be noted.

### 3. Transmittal Letter

Each proposal submitted in response to this RFP shall include a transmittal letter addressed to Brian Lewis which includes the following:

A. A statement that the proposal is being submitted in response to this RFP.

B. A statement indicating the areas of service in the State for which the response is being submitted.

C. A statement that the individual who signed the letter is authorized to legally bind the proposer.

D. The letter shall list the name of the project and the name, telephone number and fax number of a contact person with authority to answer questions concerning the proposal.

### 4. Verification of Local Match Funds (If applicable)

A letter from the source of local match funds must be inserted into the proposal at this point. Letter must include an original signature from the funds sourcing agency representative. This letter must describe the total amount of **actual dollars** that will be available to the proposer, if awarded.

### 5. Proposal Elements:

A. The proposal shall include the elements requested on the program information for a wide range of comprehensive services for the *Unaccompanied Refugee Minors (URM) Program* for MDCPS/MDHS.

B. In addition, the proposer shall provide a narrative description of the need for services that is in their area and the proposer's plan to use this opportunity to address this need.

Proposer must also describe how they will comply with each element included under Description of Services previously described in this document.

C. Cost Estimation Worksheet. This Excel worksheet is designed to calculate costs requested under this funding opportunity and will be provided to proposers once a letter of intent is received by MDCPS.

All required elements described in **Section II** shall be included. NOTE: The agency that will be named as the fiscal agent will be considered the Proposer. Proposers will provide a description of other agencies that will be collaborating under this award, if applicable.

This narrative section shall be written in a manner that is self-explanatory to outside reviewers unfamiliar with the field of MS Department of Child Protection Services.

## 6. Financial Component

A. Financial Stability

Proposers, including the parent corporation of any subsidiary corporation submitting a response, shall include in their proposal evidence of financial responsibility and stability for the performance of the subgrant.

At a minimum, the proposal shall include an independent audit for Fiscal Year 2015; however, if the FY 2015 audit has not been completed at the time the proposal is submitted, the FY 2014 audit may be submitted along with a certified statement from the Proposer's Certified Public Accounting (CPA) firm verifying that the FY 2014 audit will not be completed by the proposal submission deadline and stating the projected date of its completion. **A compiled financial statement is unacceptable.** If the audit is posted on a website, a working web address for submission is acceptable.

The Proposer shall obtain and submit a letter from the Certified Public Accountant who conducted audit(s) stating the proposer's accounting system is adequate to safeguard funds received from MDCPS/MDHS. MDCPS/MDHS reserves the right to request any additional information to assure itself of a Proposer's financial status.

In the event a Proposer is either substantially or wholly owned by another corporate entity, the proposal shall also include an independent audit for Fiscal Year 2015 for the parent organization. If the FY 2015 audit is not completed, refer to the instructions above in providing the FY 2014 audit and CPA certification. **A compiled financial statement is unacceptable**. If the audit is posted on a website, a working web address for submission is acceptable. There shall also be a written guarantee by the parent organization that it will unconditionally guarantee performance by the Proposer of each and every term, covenant, and condition of such contract as may be executed by the parties.

Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records shall be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

B. Budget and Budget Narrative

Proposers will use the Cost Estimation Worksheet provided by MDCPS for this RFP to specify a description of services for which they can provide.

The Proposer shall include an itemized list of expenditures for the services and activities covered by the proposal. Further, the proposal shall contain a written justification (Budget Narrative) adequately explaining the Proposer/Subgrantee's funding needs. This narrative shall relate funding needs to the operation of individual activities. Sufficient detail within each line item of expenditure and each activity shall be used to clearly explain the funding needs of the operation. Each major budget category shall be justified with detail about how the funds will be used.

- Describe how the one-year, or less, proposed budget supports the administrative and programmatic activities necessary to manage the program and to accomplish the activities described in the **Section II**

- Describe, if applicable, how the purpose, scope, and projected cost of any sub-contracts, support programmatic and administrative activities to accomplish the proposed goals and objectives over the project period.

- A budget and budget narrative shall be attached for any subcontracted services involved in the operation of the proposed program.

- Provide a cost summary of the key personnel, including the program personnel and any sub contracted personnel.

**NO MORE THAN 10% OF THE TOTAL AMOUNT REQUESTED MAY BE BUDGETED FOR ADMINISTRATIVE COSTS.**

C. Other Required Statements shall be included as a separate appendix to the proposal.

The proposal shall contain the information or statements described below. Failure by any Proposer to include the information or statements in the proposal may result in its being declared unacceptable, and the Proposer will receive no further consideration for award of the subgrant.

Examination of Records

At the time a proposal is submitted, the Proposer shall include a statement of whether there is a reasonable expectation that it is or would be associated with any parent, affiliate, or subsidiary organization in order to provide any service to comply with the performance requirements under the resulting subgrant of the RFP. This statement is required whether the association is a formal or informal arrangement. If an association may exist, the Proposer will also be required to submit with the proposal written authorization from the parent, affiliate or subsidiary organization granting the right to MDHS to examine directly, pertinent

books, documents, papers, and records involving such transactions that are related to the resulting subgrant.

If, at any time after a proposal is submitted and a subgrant has been awarded, such an association arises, as described in the paragraph above, the Proposer will be required to obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within ten (10) working days after forming the relationship. Failure to submit such certification and authorization will constitute grounds for termination of the subgrant at the option of the State.

D. Conflict of Interest

Proposer shall disclose any contractual relationship or other contract with any State personnel, contractor or subcontractor involved in the development of the RFP. Any real or potential conflicts of interest may, at the sole discretion of MDHS, be grounds for rejection of the Proposer's proposal or termination of any contract awarded. All proposals shall include the following:

i. A statement identifying those individuals who were involved with the preparation of the proposal.
ii. A statement identifying all Proposer personnel currently under contract with the State who participated, either directly or indirectly, in any activities related to the preparation of the Proposer's proposal, and a statement identifying in detail the nature and extent of such activities.
iii. A statement certifying that the Proposer's personnel have not had any contacts with any MDHS personnel involved in the development of the RFP, or, if such contacts have occurred, a statement identifying in detail the nature and extent of such contacts and the personnel involved.

E. Proposer shall furnish MDCPS/MDHS with certified copies of its Articles of Incorporation, By-laws, Resolutions, and any other documentation that evidence both the authority of the signatory to execute a binding contract on behalf of the proposer, and documentation that would prove that the organization offering the proposals is a legal entity.

F. CERTIFICATIONS OF COMPLIANCE AND ASSURANCES. The Proposer shall sign and date five (5) Certifications and Assurances documents attached hereto.

G. The following required statements shall be included in the proposal:

i. A statement of acceptance of all terms and conditions stated within the RFP or a detailed statement of exception for each item excepted by the Proposer.
ii. A statement identifying all proposed subcontractors and indicating the exact amount of work to be done by the Proposer and each subcontractor.
iii. A statement that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal.
iv. A statement of acceptance, without qualification, of all terms and conditions stated in this RFP or clearly outline any exceptions.

v. A statement that the Proposer has sole and complete responsibility for the completion of all services provided under the contract, except for those items specifically defined as State responsibilities.

vi. A statement that the Proposer certifies that, in connection with this procurement, the prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other party or with any competitor; and that unless otherwise required by law, the prices quoted have not knowingly been disclosed by the Proposer prior to award, either directly or indirectly, to any other proposer/contractor or competitor.

vii. A statement that costs quoted in the proposal will remain in effect through the term of the contract.

viii. A statement from all Proposers that they will not discriminate in their employment practices with regard to race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. If the Proposer is a religious organization, the prohibition as to religious discrimination shall be deleted from the Proposer's discrimination statement/certification.

ix. A statement from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating the general scope of the work to be performed by the subcontractor, the subcontractor's willingness to perform the work indicated, and that the subcontractor does not discriminate in its employment practices with regard to race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. If the subcontractor is a religious organization, the prohibition as to religious discrimination shall be deleted from the subcontractor's discrimination statement/certification.

x. A statement of assurance that federal funds will not be expended for sectarian instruction, worship, prayer or proselytization purposes.

xi. A statement that services will be provided to all eligible persons, regardless of a potential participant's race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. The Proposer and subcontractor cannot, on the basis of race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability, treat one person differently from another in determining eligibility, benefits or services provided, or applicable rules.

xii. A statement certifying to MDHS that no federal funds or State funds have been used or will be used to influence any government official.

xiii. A statement certifying that the Proposer has not been debarred or prohibited from performing, or offering to perform, any of the services requested in this RFP, either by the Federal government, or by any state or territory of the United States.

xiv. A statement certifying that the proposal will be valid for sixty (60) days after the proposal opening date.

xv. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDHS, will be located in the State of Mississippi.

xvi. A statement certifying that the Proposer and each subcontractor will not duplicate services. The Proposer shall ensure that expenses incurred for URM services provided for another funding source/grant will not be charged to this grant. Individuals receiving URM services under another funding source/grant will not be included in the count for the number of participants served in this grant.

xvii. Certification that each person signing this proposal is the person in the Proposer's organization responsible for, or authorized to make, decisions regarding prices quoted and that no person has participated and will not participate in any action contrary to those requirements stated above.

xviii. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDHS, will be located in the State of Mississippi.

xix. A statement that the proposer agrees to provide all URM services at the level necessary to accomplish the goals and intent of the project.

**7. Taxpayer identification number and certification (W-9).**

## SECTION IV - EVALUATION AND AWARD CRITERIA

### PROPOSAL (MAXIMUM 70 POINTS)

The proposal includes all elements requested in this document and describes a thorough and reasonable plan for service provision, if awarded.

The evaluation of the responses will be based on the following criteria:

**A.** Proposal provided a service plan that demonstrated the ability to provide a wide range of comprehensive services for the *Unaccompanied Refugee Minors (URM) Program* for MDCPS/MDHS. This should demonstrate the proposer's Understanding of the project and an Implementation Plan. **35 points**

**B.** Proposal provided an evaluation plan and tools that will measure service outcomes. **10 points**

**C.** Proposal included a record of past performance including the ability to form strong partnerships with family members, local schools, county MDCPS/MDHS offices, juvenile justice systems, area mental health programs, local health departments and other partners that focus on child safety, permanency, well-being, and self-sufficiency. Describe and list the collaborations with local agencies and organizations. Identify any organizations that will act as partners in funding, managing, or providing services for this program and the specific roles that each shall play in executing the Scope of Services. At least **three** letters of collaboration must be included in the proposal. It is recommended that applicants include letters of collaboration from the agencies below as applicable to the proposed program. **15 points**

**D.** Proposal included organization chart, personnel, qualifications, and staff duties demonstrating the ability to provide the services as outlined in Section I., paragraph 4 of the RFP. **10 points**

**BUDGET AND BUDGET NARRATIVE (MAXIMUM 30 POINTS)**

The 12-month (or less, if applicable) budget request is reasonable for the proposed scope of services and the areas to be served. Emphasis is placed on deliverable products and services versus administrative costs. The applicant is expected to submit its best and lowest budget, and MDCPS reserves the right to reject any proposal with an unreasonable budget. Applicant shall be willing to negotiate a lower Indirect Cost Rate (ICR), and fringe benefit rate. The Budget Narrative shall provide a brief description justifying each requested budgeted amounts for each budget line item.

Administrative costs are subject to a 10% limitation, and indirect services cost is limited to 10%. Administrative costs include costs related to the direct oversight of the funded project and shall not include costs related to personnel performing services offered as a result of the funding. Administrative costs shall include a portion of the administrator's salary, fringe, travel, equipment costs, etc.. To assist in creating the budget narrative, a sample budget may be reviewed in the MDHS Subgrantee Manual online at: http://www.mdhs.state.ms.us/pdfs/dpimanual/dpi_submanual.pdf.

**SUBCONTRACTOR BUDGET (IF APPLICABLE) (NO POINTS)**

A budget and budget narrative shall be attached for any subcontractor services involved in the operation of the program(s).

**TOTAL POINTS POSSIBLE: 100**

**(75 POINTS OR ABOVE IS CONSIDERED A PASSING SCORE IN PHASE II.)**

**OVERVIEW OF EVALUATION METHODOLOGY**

1. At any time during the evaluation, MDCPS may request a Proposer to provide explicit written clarification of any part of the Proposer's proposal.

2. At its discretion, MDCPS may perform an appropriate cost and pricing analysis of a Proposer's proposal.

3. If a subgrant is awarded, the award will be made to that financially responsible and technically responsive Proposer whose proposal conforms to the conditions and requirements of this RFP, and which is most advantageous to MDCPS with price and other factors considered. MDCPS will notify the successful Proposer in writing of the award of the subgrant. MDCPS will notify the unsuccessful Proposers in writing that their proposals have not been accepted.

4. The evaluation will be conducted in three phases:

    a. Phase I In House Review Process
    b. Phase II Evaluation and Rating of Proposals
    c. Phase III Selection of the Successful Proposer(s)

## PROPOSAL REVIEW COMMITTEE

1. A committee will be selected to evaluate and rate proposals. Members of the Evaluation committee will be from pertinent MDHS programmatic and administrative personnel.

2. Other professional staff and consultants may also assist in the evaluation process.

3. MDCPS reserves the right to alter the composition of the Evaluation Committee and their specific responsibilities.

## PROPOSAL REVIEW PHASES

A. Phase I - In-House Reviews

1. A responsive proposal shall comply with the instructions listed in this RFP and follow the format defined in **Section III**. This phase will entail the review and confirmation of the mandatory technical, format, and content requirements contained in **Section III** (Proposal Format) and **Section II**. At the deadline to submit the proposal, MDCPS/MDHS staff will review proposals for eligibility of review. In order to be eligible for review, ***ALL*** of the following elements shall be present/included with the proposal submission:

   - Proposal submitted
   - Received by published deadline
   - Proposal clearly indexed and divided by sections
   - Proposal is signed by authorized representative
   - Proposal includes Cover Sheet
   - Proposal includes Transmittal Letter
   - Taxpayer identification number and certification (W-9)

   MDCPS/MDHS reserves the right to reject any and all proposals. If all requirements are satisfied, the proposal is eligible for Phase II of the review process. Proposals are assigned a unique proposal number. If a proposal is ***not*** eligible for Phase II of the review process, the applying agency will be notified in writing (may include electronic mail).

B. Phase II - Evaluation and Rating of Proposals

   a. Only those proposals found to be responsive under Phase I will be considered in Phase II. During the course of the Phase II evaluation, MDCPS may request oral presentations by Proposers and an interview with the proposed key/lead personnel. Reference checks may also be made. However, MDCPS reserves the right to make an award without further clarification of the proposals received. Therefore, it is important that each proposal be submitted in the most complete manner possible.

   b. To solicit proposal reviewers for the Phase II of the review process, MDCPS/MDHS will publish an Invitation to Review to potential proposal reviewers. Proposal reviewers may consist of professionals from a variety of settings and employees of MDHS. ***Note: No employee of the MDCPS will participate in the Phase II review process.*** Reviewers are volunteers and are never paid, or in any way compensated for their time or expertise.

c. Reviewers shall sign a Confidentiality Agreement stating that all proposal information and the review process are confidential and may not be discussed. Once Confidentiality Agreements have been signed and returned, reviewers are presented with a list of names of applying agencies. Reviewers shall recuse themselves from reviewing any proposal from an agency which represents a conflict of interest. Once Recusal Forms have been completed, the remaining Reviewers are assigned a unique Reviewer Number. Reviewers are assigned proposals.

C. Phase III - Selection of the Successful Proposer(s)

a. Only the proposals found to be responsive under Phases I and II will be considered in Phase III.

b. Reviewer scores are reviewed by MDCPS/MDHS ***to ensure accurate reporting of scores only***. A score of 75 is the minimum score allowed to be considered for award. MDCPS/MDHS will contact the proposal with the highest score to enter into contract negotiations. If negotiations are successful, a contract will be offered to the applying agency. All other proposals will be notified in writing (may include electronic mail) of the award status of their proposal.

c. Based upon the Evaluation Committees' scores, recommendations will be made by the MDCPS Program Director and the Deputy Commissioner of Administration with the final decision being made by the MDCPS Commissioner.

If at any time, MDCPS discovers any action or event that represents a conflict of interest during the course of the review process, new reviewers will be assigned to any and all proposals impacted.

MDCPS may submit a list of detailed comments, questions, and concerns to one or more Proposers for response. MDCPS may require said response to be written, oral, or both. MDCPS will only use written responses for evaluation purposes. The total score for those Proposers selected to respond may be revised as a result of the responses. Subsequent to this, MDCPS will select and notify the successful Proposer(s).

First consideration will be given to the Proposer(s) with the highest total points. Proposer(s) with the next highest number of points may be selected for consideration until all funding for this opportunity has been expended. MDCPS may also cancel this RFP or reject proposals at any time prior to or during awarding process of a subgrant (even after negotiations have begun). MDCPS is not required to furnish a statement of the reason(s) why a proposal was not accepted.

The final award decision will be made by the Commissioner of MDCPS. The Commissioner may accept or reject the recommendation of the Evaluation Committee.

At MDCPS/MDHS' discretion, the evaluation may also include communication with any and all prior and current clients and/or programs/project of the proposer/subgrantee and verification of the subgrantee's qualification to perform the services described in its proposals. If MDCPS/MDHS determines that any of the information provided cannot be verified or if information obtained during the course of the verification process or from prior/current clients and/or programs/projects negates the responsiveness of the proposer's proposal, MDCPS/MDHS reserves the right to adjust scores appropriate and/or to disqualify that proposal.

## SECTION V: SUBGRANT TERMS AND PROVISIONS

**STATE OF MISSISSIPPI**
**DEPARTMENT OF CHILD PROTECTION SERVICES**
**DEPARTMENT OF HUMAN SERVICES**
**SUBGRANT AGREEMENT**

**SUBGRANT AGREEMENT NUMBER: #**

The**, MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**, **MISSISSIPPI DEPARTMENT OF HUMAN SERVICES** hereinafter referred to as "MDHS," and_____, hereinafter referred to as "SUBGRANTEE," by the signatures affixed herein, do hereby make and enter into this Agreement.

WHEREAS, pursuant to Section 43-1-2 of the 1972 Mississippi Code Annotated, as amended and 42 U.S.C. '604a, MDHS is authorized to enter into agreements with public and private agencies for the purpose of purchasing certain services for the benefit of eligible individuals under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, hereinafter the "Act"; and

WHEREAS, the Subgrantee is eligible for entering into agreements with MDHS for the purpose of providing services for the benefit of certain eligible individuals under the Act; and

WHEREAS, the services being contracted for in this Agreement are not otherwise available on a non-reimbursable basis; and

WHEREAS, MDHS wishes to purchase such services from Subgrantee;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, MDHS and Subgrantee agree as follows:

### SECTION I
### PURPOSE

The purpose of this Agreement is to engage _____services of the Subgrantee to perform certain services under the Act.

### SECTION II
### RESPONSIBILITY OF SUBGRANTEE

The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDHS, the services described in Exhibit A, entitled "Scope of Services" which is made a part hereof and incorporated by reference herein.

### SECTION III
### TERM OF AGREEMENT

The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning _____or after all parties have signed, whichever is later, and end_____.

Upon notification to ***Subgrantee's Name*** by MDHS at least 90 days prior to each Subgrant anniversary date, the Subgrant may be renewed by MDHS for a period of ***4 or less*** successive one-year period(s) under the same prices, terms, and conditions as in the original Subgrant. The total number of renewal years permitted shall not exceed ***4 or less***. However, if MDHS does not intend to renew the Subgrant, the ***Subgrantee's Name*** shall be notified at least [**90**] days prior to the Subgrant anniversary date.

## SECTION IV
## SUBGRANT AMOUNT AND PAYMENT

### A. SUBGRANT AMOUNT

As full and complete compensation for the services to be provided hereunder, total reimbursement by MDHS shall not exceed _____ ($_____) for the term of this subgrant. These services shall be budgeted in accordance with the Budget Sheets attached hereto as Exhibit B and incorporated herein.

### B. MAXIMUM LIABILITY

Irrespective of any other provisions of this Agreement, its attachments, laws and regulations or the obligation of the Subgrantee, the liability of payment by MDHS to Subgrantee of federal and/or state funds shall be limited to an amount not to exceed the sum of _____ ($_____) in consideration of all the activities and/or services provided pursuant to this Agreement unless specifically increased in accordance with Section XXIII of the Agreement.

### C. CONSIDERATION AND METHOD OF PAYMENT

Payment method is either by **Cost Reimbursement or Cash Advance** as referenced on the Subgrant/Contract Signature Sheet, Item 6. Eligible expenses are outlined in the Budget
Summary and Cost Summary Support Sheet(s), attached hereto and made a part hereof. For any request for funds to be processed, MDHS must receive required monthly program and fiscal reports as outlined in Section XIX of this Agreement. Any increase, decrease or change in the funding under this Agreement that is authorized by the parties, in compliance with applicable
laws and policies, shall require a modification of the amounts listed in the Budget Summary and Cost Summary Support Sheets pursuant to Section XXIII of this Agreement.

## SECTION V
## AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDHS to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and/or the receipt of federal and state funds. In the event that the funds anticipated for the fulfillment of this Agreement are, at any time, 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 through 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 Agreement, MDHS shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to MDHS of any kind whatsoever. The ultimate decision as to whether or not funds continue to be available for the performance of this Agreement lies solely with MDHS.

## SECTION VI
## RELATIONSHIP OF THE PARTIES

**A.** It is expressly understood and agreed that MDHS enters into this Subgrant with Subgrantee 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 Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Subgrantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDHS or the Subgrantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS and the Subgrantee.

**B.** Subgrantee 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 Subgrant.

**C.** Any person assigned by Subgrantee to perform the services hereunder shall be the employee of Subgrantee, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct Subgrantee to replace any of its employees under this Subgrant. If Subgrantee is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Subgrantee will not charge MDHS for those hours. The Subgrantee will replace the employee within 5 days after receipt of notice from MDHS.

**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 Subgrantee shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Subgrant sum.

**E.** Subgrantee 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.

## SECTION VII
## TERMINATION OR SUSPENSION

### A. TERMINATION FOR CAUSE

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

### B. TERMINATION FOR CONVENIENCE

This Agreement may be terminated for convenience, in whole or in part, as follows:

1. By MDHS with the consent of the Subgrantee, in which case the two parties shall agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or

2. By the Subgrantee upon written notification to MDHS, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDHS determines that the remaining portion of this subgrant will not accomplish the purposes for which the subgrant was made, MDHS may, without the Subgrantee's consent, terminate this subgrant in its entirety.

**C. TERMINATION IN THE BEST INTEREST OF THE STATE**

This Subgrant may be terminated by the MDHS in whole, or in part, with 15 days' notice whenever MDHS makes the final determination that such termination is in the best interest of the State of Mississippi. Any such determination will be effected by delivery in writing to the Subgrantee of a notice specifying the extent to which the Subgrant is terminated and the date upon which termination becomes effective. Once the Subgrantee has received
notice of termination, Subgrantee shall not make further expenditures for the provision of services under the Subgrant.

**D. TERMINATION FOR FORCE MAJEURE**

If either Party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or other acts beyond its control and without its fault or negligence, to comply with its obligations under this Subgrant, then such party shall have the option to terminate this Subgrant, in whole or in part, upon giving written notice to the other Party.

**E. PARTIAL TERMINATION**

In the event of a partial termination, the Subgrantee shall incur no obligations other than those specifically identified in the agreement or contract governing the partial termination.

**F. RIGHTS AND REMEDIES UPON TERMINATION OR SUSPENSION**

In the event of termination or suspension as provided in this Section, Subgrantee shall be entitled to receive just and equitable compensation for unreimbursed obligations or expenses that are reasonably and necessarily incurred in the satisfactory performance, as determined by MDHS, of this Agreement, that were incurred before the effective date of suspension or termination, and that are not in anticipation of termination or suspension. Costs of the Subgrantee resulting from obligations incurred by the Subgrantee during a suspension or after termination of this subgrant are not allowable under this Agreement. In no case, however, shall said compensation or payment exceed the total amount of this subgrant as set forth in Section IV. Notwithstanding any provisions of this subgrant, Subgrantee shall be liable to MDHS for damages sustained by MDHS by virtue of any breach of this Agreement by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of set off until such times as the exact amount of damages due to MDHS from Subgrantee are determined.

In case of termination or suspension as provided hereunder, all property, finished or unfinished documents, data, studies, surveys, drawings, photographs, manuals and reports or other materials prepared by or for the Subgrantee under this Agreement shall, at the option of MDHS, become the property of MDHS and shall be disposed of according to MDHS' directives.

The rights and remedies of MDHS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**G. TERMINATION OR SUSPENSION**

If the Subgrantee materially fails to comply with any of the covenants, terms or stipulations of this Agreement, whether stated in a federal statute or regulation, an assurance, in the State plan or application, a notice of award, or elsewhere, MDHS may,
upon giving written notice to Subgrantee, take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Subgrantee or more severe enforcement action by MDHS;
2. Disallow (that is, deny both use of funds and, if applicable, matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee's program;
4. Withhold further awards for the Subgrantee's program; or
5. Take other remedies that may be legally available.

## SECTION VIII
## COMPLAINT RESOLUTION

Subgrantee assures that persons requesting or receiving services under this Agreement shall have the right to a complaint resolution procedure regarding any decision relating to this Agreement. Said procedures may be under the Fair Hearing Procedure of the Mississippi Department of Human Services, or under a conciliation process, or that required by the MDHS as authorized by the Mississippi Administrative Procedures Law, Mississippi Code Annotated 1972, as amended, Section 25-43-1 et. seq., or under the complaint procedure of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, whichever is appropriate to the complaint as directed by MDHS.

## SECTION IX
## COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Subgrantee shall comply with all applicable policies and procedures of MDHS and with all applicable laws, rules and regulations of the federal government and of the State of Mississippi that may affect the performance of services under this Agreement. The Subgrantee shall comply with, among other regulations, the Act; the 2012 MDHS Subgrant/Contract Manual, and the applicable Code of Federal Regulations.

If the Subgrantee advertises or prints brochures, flyers or any other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Subgrant, it shall acknowledge that said funding for said Subgrant and for said advertising was provided by MDHS.

In executing this Subgrant, Subgrantee shall comply with all federal and/or state statutes or regulations that are made applicable to the grant when properly promulgated and published by the Federal and/or State Government. It is specifically agreed that should additional federal legislation be enacted, or should the U.S. Department of Health and Human Services or other governing federal agencies enacted new regulations or promulgate changes or amendments in existing regulations which require changes in any provision of their grant, then those provisions of this Subgrant affected thereby shall automatically be amended to conform to such federal statute or regulation as of the effective date of their enactment.

## SECTION X
## STANDARD ASSURANCES

This Agreement is subject to the Subgrant/Contract Signature Sheet, the Budget and Cost Summary Support Sheets, the Budget Narrative, the Scope of Services (Exhibit A), the Standard Assurances, the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, the Certifications Regarding Monitoring Findings; Audit Findings; and Litigation Occurring within the Last Three Years, the Certification of Adequate Fidelity Bonding (Exhibit C), Board Member=s Notification of Liability, (Exhibit D) 2012 MDHS Subgrant/Contract Manual Acceptance Form (Exhibit E), Federal Debarment Verification Requirement (Exhibit F) and Partnership Debarment Verification Form (Exhibit G); all of the foregoing being attached hereto and incorporated by reference herein.

## SECTION XI
## AGREEMENTS BY SUBGRANTEE

### A. GENERAL RESPONSIBILITY

It is understood and agreed that the Subgrantee may be entering into certain subcontracts with eligible entities (hereinafter referred to as Subgrantee's Contractor/Subcontractor) for the provision of the aforementioned services. Entities currently in a contractual relationship with MDHS to provide the same or similar services are not eligible to enter into a Contract/Subcontract with the Subgrantee. Such subcontracts shall be governed by all of the provisions of this Agreement, and Subgrantee shall be fully responsible for the performance of any Subgrantee's Contractor/Subcontractor whatsoever and for any costs disallowed as a result of monitoring of the Subgrantee by MDHS and/or as a result of monitoring the Subgrantee's Contractor/Subcontractor either by MDHS or by the Subgrantee. Copies of all subcontracts and modifications shall be forwarded to MDHS, Division of _____.

### B. USE OF FUNDS

In any Contracts/Subcontracts which Subgrantee enters into with Contractors/Subcontractors for provision of services and/or goods under this Agreement, Subgrantee shall require that the funds obligated under said Contracts/Subcontracts shall
be used to support the Contracts/Subcontracts for the provision of only such services authorized under this Agreement. Subgrantee agrees that it shall require all of such Subgrantee's Contractors/Subcontractors/Employees to comply with all local, municipal and county health, safety and other ordinances and requirements and with all applicable federal and state laws, statutes and regulations.

### C. ADMINISTRATIVE CHARGES

Subgrantee agrees that it has not imposed and shall not impose any administrative charges on its subcontractors.

## SECTION XII
## ELIGIBILITY FOR SERVICES

Subgrantee agrees to provide services only to the target population described in the Scope of Services (Exhibit A).

## SECTION XIII
## CONFIDENTIALITY

All information regarding applicants for and recipients of services under this Agreement shall be available only to MDHS, Subgrantee, and/or to the appropriate subcontractor and to those persons authorized in writing to receive same by the client, or as otherwise authorized by law. The Subgrantee will guard against unauthorized disclosures. Nothing in this Section, however, shall affect provisions of Section XVIII of this Agreement.

## SECTION XIV
## AUDIT

### A. INTERNAL AUDITING

Subgrantee shall conduct internal auditing procedures to ensure that the services provided and the activities performed with funds provided under this Agreement are in compliance with the provisions of this Agreement and with Subgrantee audit policy described in the 2012 MDHS Subgrant/Contract Manual and all applicable laws, statutes, rules and regulations.

### B. INDEPENDENT AUDITING

Subgrantee shall comply with the Single Audit Act of 1996, the applicable Office of Management and Budgets (OMB) Circular(s) and the 2012 MDHS Subgrant/Contract Manual. The audit required under the Single Audit Act of 1996 must be performed by an Independent Auditor.

### C. RESPONSIBILITY OF SUBGRANTEE

Subgrantee shall receive, reply to and resolve any audit and/or programmatic exceptions by appropriate state and/or federal audit related to this Agreement and/or any resulting Contract/Subcontract.

### D. SUPPLEMENTAL AUDIT

MDHS retains the right to perform a supplemental audit and review, when MDHS deems the same to be appropriate, of any and all of the Subgrantee’s and/or its Contractor/ Subcontractor's books, records and accounts, and to initiate such audit and to follow any audit trail for a period of three (3) years from expiration date of this Agreement and for such additional time as required to complete any such audit and/or to resolve any questioned costs.

### E. AUDIT EXCEPTIONS

Subgrantee shall pay to MDHS the full amount of any liability to the federal, state or local government resulting from final adverse audit exceptions under this Agreement and/or under any Contract/Subcontract funded hereunder. Audit exceptions may result in accepting a reduction of future

amounts by a total equal to the amount disallowed or deferred, and/or by other methods approved by MDHS, including recoupment of funds paid to Subgrantee under this Agreement.

## SECTION XV
## INDEMNIFICATION

MDHS shall, at no time, be legally responsible for any negligence or wrongdoing by the Subgrantee and/or its employees, servants, agents, and/or subcontractors. Subgrantee 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 Subgrantee and its employees, agents, contractors, and/or subcontractors in the performance of this Subgrant. Subgrantee agrees that in any contract or subcontract into which it enters for the provision of the services covered by this Agreement, it shall require that its Contractors/Subcontractors, their officers, representatives, agents, and employees shall release and hold harmless MDHS and the State of Mississippi from and against any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorneys= fees, arising out of or caused by the Contractor/Subcontractor and/or its officers, representatives, agents, and employees in the performance of such services.

## SECTION XVI
## INSURANCE

Subgrantee shall maintain Workers' Compensation insurance which shall inure to the benefit of all Subgrantee's personnel performing services under this Agreement, comprehensive general liability insurance and employee fidelity bond insurance in the amount equal to 25% of the funds awarded hereunder. Subgrantee shall furnish MDHS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. In any subcontract into which Subgrantee enters with Subcontractors, there shall be a like insurance provision in which the Subcontractor shall provide the same coverage to and for its personnel.

## SECTION XVII
## RECORDS

### A. MAINTENANCE OF RECORDS

Subgrantee shall maintain fiscal and program records, books, documents, and adhere to Generally Accepted Accounting Principles, which sufficiently and properly reflect all direct and indirect costs and cost of any nature expended in the performance of this agreement. Such records shall be subject, at all reasonable times, to inspection, review, audit or the like, by MDHS or by duly authorized federal and state personnel.

Fiscal Requirements and Audit. Subgrantee shall establish such fiscal control and fund accounting procedures, including internal auditing procedures, as may be necessary to assure the proper disbursal of and accounting for funds paid under this grant, including but not limited to the Single Audit Act of 1996. Subgrantee shall keep, maintain and present to MDHS, as required, necessary and proper vouchers, documentation and otherwise to support the expenditure of funds and Subgrantee shall adhere to State and Federal guidelines regarding subgrant provisions, financial documentation, and certifications per OMB Circular A-122, Cost Principles for Nonprofit Organizations, OMB A-87, Cost Principles for State, Local and Tribal Governments and OMB A-21, Cost Principles for Educational Institutions.

## B. ACCESS TO RECORDS

Subgrantee agrees that MDHS, the federal grantor agency, the Comptroller General of the United States and/or any of their duly authorized representatives shall have access to any and all books, documents, papers, electronic media or records of the Subgrantee or of the Subgrantee's Contractors/Subcontractors which are pertinent to the program for the purpose of making audits, examinations, excerpts and transcripts of such records.

## C. RECORDS OF SUBGRANTEE

Subgrantee agrees that in any Contracts/Subcontracts into which it enters with Contractors/Subcontractors it shall require said Contractors/Subcontractors to maintain fiscal and program records related to Contractor/Subcontractor's work performed under this Agreement, in accordance with MDHS' Records Retention and Access Policy, as set forth in the 2012 MDHS Subgrant/Contract Manual.

## D. FINANCIAL DOCUMENTS

The Subgrantee, by its signature affixed to this Subgrant Agreement, authorizes the release to MDHS of any and all financial documents and records maintained by such financial institutions as may be providing services to the Subgrantee which are pertinent to the services performed under this Subgrant in order to make audit, examination, excerpts, copies, and/or transcripts. Said financial deposits and records shall include, but are not limited to, statements of accounts, statements of deposits and/or withdrawal, cancelled checks and/or drafts. The request for said documents and/or records shall be made in writing by MDHS directly to the Subgrantee providing services.

Further, prior to the disbursement of any funds under this Subgrant, the Subgrantee shall provide, in writing, the name and address of the financial institution which shall act as the depository for said funds along with the specific account number(s) which shall be used in the expenditure of the Subgrant funds.

# SECTION XVIII
# AVAILABILITY OF INFORMATION

Subgrantee shall furnish information and cooperate with all federal and/or state investigations, make such disclosure statements as may be required by the Agreement and other applicable federal and state laws, and federal and state regulations.

# SECTION XIX
# REPORTING

## A. MONTHLY REPORTING

Subgrantee shall furnish MDHS written monthly reports of costs incurred and such reports shall contain sufficient data to provide evidence of budget compliance and shall be due ten (10) calendar days after the close of each month. Such reports shall be complete for the period covered and shall contain financial details pertaining to the execution of their subgrant.

As may be requested by MDHS, Subgrantee shall review and discuss any of such written reports at such time and in such manner as may be deemed necessary by MDHS.

**B. TERMINATION REPORTS**

Subgrantee shall furnish MDHS a written termination report within ten (10) days from the termination date unless additional time is granted in writing by MDHS. The termination report shall include information and data required by MDHS to furnish evidence of financial and programmatic compliance.

**C. FINAL FISCAL REPORT**

The Subgrantee shall provide a final fiscal report to MDHS within forty-five (45) calendar days after the ending of this Agreement and this, along with the Subgrantee's final fiscal and programmatic report will be used for the purpose of reconciling this Agreement to the actual expenditures for activities and services rendered not to exceed the maximum amount as set forth in Section IV.A of this Agreement. Any funds paid by MDHS to Subgrantee and not expended for activities or services under this Agreement or funds expended in violation of this Agreement, shall be considered MDHS funds and shall be returned to MDHS in full. Where deemed appropriate by MDHS and accepted by the Subgrantee, a reduction may be allowed in future payments under future agreements by a total amount equal to the amount disallowed or deferred, or by other methods approved by MDHS. Proper procedures for closeout of the Subgrant, as detailed in the 2012 MDHS Subgrant/Contract Manual, Section 11, shall be followed.

**D. TAX REPORTS**

Subgrantee shall file timely federal and state tax reports as due and, if requested, shall furnish MDHS a copy of all reports within ten (10) days after filing.

## SECTION XX
## DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Parties hereto shall be decided by the Director of the Division of _____. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, Subgrantee mails or furnishes to the Commissioner of the Mississippi Department of Human Services a written request for review. Pending final decision of the Commissioner or his designee, the Subgrantee shall proceed in accordance with the decision of the Director of the Division of _____.

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

## SECTION XXI
## WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions of this Agreement 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 terms of this Agreement.

## SECTION XXII
## PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

### A. PATENTS

Should the activities of Subgrantee or its Contractor/Subcontractor include experimental, developmental or research projects, this Agreement shall be promptly amended to include the standard patent rights clauses as set forth in Public Law 98-620 (1984), 37 CFR 40,Part 401 - Rights to Inventions Made By Nonprofit Organizations and Small Business Firms under Government Grants, Subgrants, and Cooperative Agreements or any other applicable provision required by state and/or federal law, rule or regulation.

### B. COPYRIGHTS

MDHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

1. The copyright in any work developed under this Agreement, or under any subgrant with any Subgrantee or its Contractors/Subcontractors' agreements; and

2. Any rights of copyright to which Subgrantee or its Contractors/Subcontractors purchase ownership with grant support under this Agreement.

### C. RIGHTS AND DATA

All systems, computer programs, operating instructions, and all other documentation developed for or specifically relating to information processing of any kind under this Agreement, and reports prepared by Subgrantee or its Contractors/Subcontractors will be the property of MDHS and will remain so upon completion or termination of this Agreement. All cards, magnetic tapes, disk packs, or other storage media, temporary and/or permanent, containing programs and/or other information of any kind relating to this Agreement shall be available for inspection by MDHS at any time, and all information thereon shall belong to MDHS, and shall be delivered to MDHS on MDHS' request therefor.

Subgrantee shall maintain all master programs and master data files in a completely secure manner, either by storing such programs and files in an appropriate limited access storage area or by duplicating such programs and files and storing the duplicates in a secure location in a manner satisfactory to MDHS. Such programs and files shall be identified by program and file name.

## SECTION XXIII
## ALTERATION OR MODIFICATION OF AGREEMENT

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when agreed to by both parties hereto, reduced to writing, and duly signed by each Party.

## SECTION XXIV
## SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or is declared invalid or void by a court of competent jurisdiction, the remainder of the Agreement

shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## SECTION XXV
## BINDING REPRESENTATIVES AND SUCCESSORS

The rights, privileges, benefits, and obligations created by this Agreement and by operation of law, extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.

## SECTION XXVI
## EQUIPMENT AND SUPPLIES

Equipment and supplies purchased with state funds under this Agreement shall be purchased and accounted for in accordance with state law and procedures and in accordance with MDHS= Inventory Management Policy within the 2012 MDHS Subgrant/Contract Manual.

## SECTION XXVII
## FUNDS USED TO SUPPLEMENT

Funds received under this Agreement and any Contract/Subcontract thereunder shall be used only to supplement, not supplant, the amount of federal, state, and/or local funds otherwise expended for the support of services the applicable participants in the Subgrantee's service area.

## SECTION XXVIII
## ASSIGNMENT

Subgrantee shall not assign or otherwise transfer the obligations or duties imposed pursuant to the terms of this Agreement without the prior written consent of MDHS. Any attempted assignment or transfer of its obligations without such consent shall be wholly void.

## SECTION XXIX
## CONFLICT OF INTEREST

Subgrantee must ensure that there exists no direct or indirect conflict of interest in the performance of the Subgrant. Subgrantee must warrant that no part of federal or state money shall be paid directly or indirectly to an employee or official of MDHS as wages, compensation or gifts in exchange for acting as an officer, agent,

employee, subcontractor or consultant to the Subgrantee in connection with any work contemplated or pertaining to the Subgrant. MDHS will hold the Subgrantee in strict compliance with the Code of Conduct in Section 6 of the 2012 MDHS Subgrant/Contract Manual.

## SECTION XXX
## APPLICABLE LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi. Subgrantee expressly agrees that under no circumstances shall MDHS be obligated to pay attorneys' fees or the cost of legal action to the Subgrantee.

## SECTION XXXI
## E-VERIFY

Subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Subgrantee agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subgrantee 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. Subgrantee understands and agrees that any breach of these warranties may subject Subgrantee 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 Subgrantee by an agency, department or governmental entity for the right to do business in Mississippi for up to (1) year, or (c) both. In the event of such termination/cancellation, Subgrantee would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit."

Any Agreement entered into between the Subgrantee and its Contractors/Subcontractors shall contain the E-Verify clause with which said Contractors/Subcontractors shall comply in hiring their employees.

## SECTION XXXII
## TRANSPARENCY

This contractual agreement, 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 Agreement, 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 Agreement to the website, any information identified by The proposer 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.

## SECTION XXXIII
## INCLUSION OF ALL TERMS AND CONDITIONS

This Agreement and any and all documents attached hereto or incorporated by reference herein, including the Subgrant Signature Sheet, constitute the entire agreement 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. No other understanding regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

## SECTION XXXIV
## NOTICE

Notice as required by the terms of this Subgrant shall be certified United States mail, postage prepaid, to the Parties at their respective usual business addresses, or Notice may be hand-delivered to that respective Party whose signature appears on this Subgrant as MDHS or Subgrantee. The Parties agree to promptly notify each other of any change of address.

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

| **Mississippi Department of Child Protection Services** | **Independent Contractor's Name** |
|---|---|
| **By: _____** | **By: _____** |
| **Authorized Signature** | **Authorized Signature** |
| **Printed Name: Dr. David A. Chandler** | **Printed Name: _____** |
| **Title: Commissioner** | **Title: _____** |
| **Date: _____** | **Date: _____** |

# REQUEST FOR PROPOSALS

## Unaccompanied Refugee Minors (URM) Program

## EXHIBIT A

Exhibit A includes:

X Cover Sheet

**Proposal Number: 2016URM001 (For use by MDCPS)**

**Mississippi Department of Child Protection Services**

**Proposal Cover Sheet**

**Name of Organization:_____**

**DUNS #_____**

**(FOR CLASSIFICATION PURPOSES ONLY)**

**□ MINORITY OWNED □ WOMEN OWNED □ NOT APPLICABLE**

**Please complete the State of Mississippi Minority Vendor Self Certification Form (Exhibit L)**

**Date Submitted:_____ Amount of Funding Requested: $_____**

**<u>Proposer Organization Information:</u>**

**Name of Organization:_____**

**Mailing Address:_____**

**Chief Executive Officer**:_____

**Phone: (_____)_____ Fax: (_____)_____**

**Email: _____Organization's Tax ID#:_____**

**<u>Contact Person for Proposal</u>:**

**Name:_____Title:_____**

**Mailing Address:**

**Phone: (_____)_____Fax: (_____)_____**

**Email:_____**

**Provide a brief description of the proposed project (Limited to space provided)**

_____ _____

Signature of Authorized Official/Title Date

**(No stamped signature)**

# REQUEST FOR PROPOSALS

## Unaccompanied Refugee Minors (URM) Program

## EXHIBIT B

Exhibit B includes:

X Board Member's Notification of Liability

**Mississippi Department of Child Protection Services**
**Mississippi Department of Human Services**
**Board Member's Notification of Liability**

MDCPS/MDHS assumes no liability for actions of the Subgrantee or its employees, agents or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless MDCPS/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 Subgrantee and/or its agents, employees, contractors, or subcontractors, in the performance of this Subgrant. The Subgrantee acting through its Board of Directors assumes liability in the event the Subgrantee misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee shall notify each Board member, in writing, within 15 days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement of this effect prior to receiving funds under this subgrant.

I acknowledge and agree to notify all members of the Board of Directors, if applicable, in writing of the assumption by _____ of liability in the event that _____ misuses funds or fails to perform according to the provisions of the Subgrant. Further, I will keep a copy of said notification letter as a permanent part of the Subgrant file.

Signature of Entity's Director _____

Name: _____

Organization: _____

Date: _____

Witness Signature: _____

Date: _____

## OVERVIEW

Each Subgrantee and any lower-tier subrecipient must assure that it will comply with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency and MDCPS/MDHS. The MDCPS/MDHS Subgrantee must also ensure that any lower-tier subgrants it issues through funds received from MDCPS/MDHS will require the lower-tier subrecipient to comply with these same regulations. The assurances listed in this section may not be applicable to a particular project or program, and there may be additional assurances required by certain Federal awarding agencies.

In addition, each subgrantee must certify in writing that it will comply with the following regulations:

- Lobbying;
- Suspension and Debarment;
- Drug-Free Workplace;
- Unresolved Monitoring and Audit Findings, and
- Fidelity Bond Coverage.

## STANDARD ASSURANCES

The Subgrantee assures that it:

1. Has the legal authority to apply for and receive the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the subgrant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the subgrant and to provide such additional information as may be required;

2. Shall give MDHS, the State Auditor's Office, the Federal grantor agency, and the Comptroller General, or any of their authorized representatives, access to and the right to examine and copy all records, books, papers, documents, or items related to the subgrant;

3. Shall establish and maintain both fiscal and program controls and accounting procedures in accordance with Generally Accepted Accounting Principles and Federal grantor agency and MDCPS/MDHS directives; and will keep and maintain such books and records for audit by MDCPS/MDHS, by the Federal grantor agency, by the State Auditor, or by their authorized representatives; and will maintain all such records, books, papers, documents, or items for a period of at least three (3) years from the date of submission of the final reporting worksheet, or, if any litigation, claim, audit, or action has begun before the expiration of the three-year period, will retain all such items until the completion of the action and resolution of all issues involved or until the end of the regular three-year period, whichever is later;

4. Shall comply with the Single Audit Act Amendments of 1996;

5. Shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain;

6. Shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

   Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

   Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

   Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination the sale, rental, or financing of housing;

   Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;

   Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

   Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;

   Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);

   Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and handicap;

   Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

   Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; and

   Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

7. Shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968;

8. Shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

9. Shall comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction sub-agreements;

11. Shall conform with Executive Order (EO) 11246, entitled "Equal Employment Opportunity," as amended by EO 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts;

12. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;

13. Shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration; and

14. Shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

15. Shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

16. Shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; E0 11593; and the Archaeological and Historic Preservation Act of 1974;

17. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with ED 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (1) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act;

18. Shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system;

19. Shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant;

20. Shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant;

21. Shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;

22. Shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDCPS/MDHS Division;

23. Shall provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352);

24. Shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with EOs 12549 and 12689 Debarment and Suspension;

25. Shall provide certification to comply with the Drug-Free Workplace Act of 1988;

26. Shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;

27. Shall comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement, including but not limited to all documentation/information required by the MDHS funding divisions for federal reporting purposes.

28. Will comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a DUNS number and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA.

## REQUIRED CERTIFICATIONS

### I. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, the Subgrantee certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure **of Lobbying Activities,"** in accordance with its instructions;

- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

## II. SUSPENSION AND DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549 and 12689, Suspension and Debarment

- The Subgrantee certifies that it and its principals

  (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or agency;

  (b) Have not within a three-year period preceding this subgrant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

  (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

  (d) Have not within a three-year period preceding this subgrant had one or more public transactions (Federal, State, or local) terminated for cause or default; and

- Where the Subgrantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this form.

## III. DRUG-FREE WORKPLACE (SUBGRANTEES WHO ARE INDIVIDUALS)

- The Subgrantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibit ion;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The subgrantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.

(c) Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the subgrant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying MDHS, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to MDHS. Notice shall include the identification number(s) of each affected grant;

## IV. UNRESOLVED MONITORING FINDINGS; UNRESOLVED AUDIT FINDINGS; AND LITIGATION OCCURRING WITHIN THE LAST THREE (3) YEARS

Identify any unresolved monitoring findings related to any programs that have been received by the Subgrantee during the last three (3) years and the status of each finding:

_____

_____

_____

Identify any unresolved audit findings related to any programs received by the Subgrantee during the last three (3) years and the status of each finding:

_____

_____

_____

_____

_____

Identify any litigation and/or administrative hearings that the Subgrantee, the Subgrantee's Senior Management, or Subgrantee's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

_____

_____

_____

## V. CERTIFICATION OF ADEQUATE FIDELITY BONDING

Identify any and all types of bond coverage currently in force. Include the types of bond coverage; the officers or owners and employees covered; the period covered by the bond; and the limits of coverage assigned to each officer, owner, or employee and the total limit of the bond as applicable.

_____

_____

For Subgrantees/Contractors that have been unable to obtain fidelity bond coverage, describe in detail the efforts made to obtain fidelity bond coverage and the reason coverage has not been obtained.

_____
_____
_____

SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS:

_____
_____
_____

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

_____
_____
_____

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

_____
_____
_____

As the authorized representative of the subgrantee, I hereby certify that the subgrantee will comply with the above certifications in items I, II, and III; the information provided items III, IV and V is true and complete to the best of my knowledge, and that the coverage and amounts specified shall be maintained throughout the effective period of the subgrant.

SIGNATURE OF SUBGRANTEE’S AUTHORIZED REPRESENTATIVE AND DATE:

Signature_____ Date_____

# REQUEST FOR PROPOSALS

## Unaccompanied Refugee Minors (URM) Program

## EXHIBIT C

Exhibit C includes:

X Budget Information

# Mississippi Department of Child Protection Services
# Mississippi Department of Human Services
## COST SUMMARY SUPPORT SHEET

General

The Cost Summary Support Sheet (MDHS-CSSS-1007) is used to identify each of the budget categories and line items authorized under each of the budget activities on the Budget Summary (MDHS-BS-1006) and to provide a description of the item and the basis for valuation or cost.

*(1)* *Applicant Agency* Enter the name of the subgrantee.

*(2)* *Subgrant Number* To be assigned by MDHS Division of Budgets and Accounting.

*(3)* *Grant ID* To be provided by MDHS funding division.

*(4)* *Beginning*
Enter the start date for the subgrant period. If the Cost Summary Support Sheet is part of an application for funds, enter the proposed beginning date.

*(5)* *Ending*
Enter the date the subgrant period expires. If the Cost Summary Support Sheet is part of an application for funds, enter the proposed ending date.

*(6)* *Activity* Enter the activity as listed in Item 8 of the Budget Summary.

(7) For MDCPS/MDHS use only.

(8) *Budget Category*
Enter each budget category exactly as authorized in the subgrant. The budget categories that may be used are:

| | | |
|---|---|---|
| a. Salaries | d. Contractual Services | g. Capital Outlay - Other |
| b. Fringe Benefits | e. Commodities | h. Subsidies/Loans/Grants |
| c. Travel | f. Capital Outlay-Equipment | i. Indirect Cost |

(9) *Budget Amount*
In the appropriate column, enter the amount in each line item to be paid' from federal funds and from all other funding sources (i.e., state/local/private funds, in-kind match, or program income)

Mississippi
Form MDHS-BS-1006
Revised 07/01/2012

**MISSISSIPPI DEPARTMENT OF CHILD PRTOECTIVE SERVICES**
**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**
**COST SUMMARY SUPPORT SHEET**

**Page___ of___ Pages**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **1. Applicant Agency** | | | | | | | |
| **2. Subgrant Number** | | **3. Grant ID** | | **4. Beginning Date** | | **5. Ending Date** | |
| **6. Submitted as part of: (check one)**<br>**A. Funding Request ( ) B. Modification ( ) Modification Effective Date:** | | | | | | | |
| **7. For MDHS Use Only** | **8. Budget Activity** | **Funding Sources** | | | | | |
| | | **Federal** | **State** | **Local** | **Program** | **In-Kind** | **Total** |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| | **TOTAL** | | | | | | |

**Mississippi**
**Form MDHS-BS-1007**
**Revised 07/01/2012**

# MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
# MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
# COST SUMMARY SUPPORT SHEET

**Page___ of___ Pages**

| **1. Applicant Agency** | | | | | | | |
|---|---|---|---|---|---|---|---|
| **2. Subgrant Number** | | **3. Grant ID** | | **4. Beginning Date** | | **5. Ending Date** | |
| **6. Activity** | | | | | | | |
| **7. For MDHS Use Only** | **8. Budget Category** | **9. Budget** | | | | | |
| | | **Federal** | **State** | **Local** | **Program** | **In-Kind** | **Total** |
| | | | | | | | |
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| | | | | | | | |
| | **TOTAL** | | | | | | |

# REQUEST FOR PROPOSALS

## Unaccompanied Refugee Minors (URM) Program

## EXHIBIT D

Exhibit D includes:

X MDHS Subgrant/Contract Manual Acceptance Form

## MDHS Subgrant/Contract Manual Acceptance Form

Subgrant/Contract Manual Coordinator

Each Subgrantee should designate a Mississippi Department of Child Protection Services, Mississippi Department of Human Services Subgrant/Contract Manual coordinator who is familiar with the agency's operations. The coordinator's name, address, and telephone number should be sent directly to the Director, Office of Monitoring, Mississippi Department of Human Services, by the beginning of each contract period. The subgrantee should only notify the Director, Office of Monitoring, MDHS, in writing of any change in assignment.

---

As duly authorized representative of the _____ _____, I certify that said organization will comply with the above provisions and that I have accessed as of this date, a copy of the 2012 Mississippi Department of Human Services Subgrant/Contract Manual.

| | |
|---|---|
| _____ | _____ |
| Signature | Date |
| _____ | _____ |
| Title | Organization |

# REQUEST FOR PROPOSALS

## Unaccompanied Refugee Minors (URM) Program

## EXHIBIT E

Exhibit E includes:

X Pre-Applicant's Statement of Acknowledgement

**Mississippi Department of Child Protection Services**
**Mississippi Department of Human Services**

***Pre-Applicant's Statement of Acknowledgment***

I understand and acknowledge that my signature on the attached Subgrant Signature Sheet, Subgrant Agreement, and other documents and exhibits does not constitute a subgrant until same is approved and signed by the Commissioner of the MDCPS, who is that agency's official signature authority.

I further understand and acknowledge that the Commissioner of MDCPS may direct the Unaccompanied Refugee Minors Unit, to reject any or all applications.

Name_____

Organization_____

Date_____

Witness_____

Organization_____

Date_____

**STATE OF MISSISSIPPI**
**DEPARTMENT OF CHILD PROTECTION SERVICES**
**DEPARTMENT OF HUMAN SERVICES**

# REQUEST FOR PROPOSALS

## Unaccompanied Refugee Minors (URM) Program

## EXHIBIT F

Exhibit F includes:

X Partnership Debarment Verification Form

**PDV FORM**
**REVISED JULY 1, 2016**

# MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

## MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

## PARTNERSHIP DEBARMENT VERIFICATION

**Subgrantee's/Contractor's Name**, hereby certifies that all entities who are in partnership with MDHS (subcontractors, subrecipients, et al.) are not on the list for debarment found in the Excluded Parties List System (EPLS), now known as System for Award Management (SAM). Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every subgrant and modification to the Mississippi Department of Child Protection Services. **Subgrantee's/Contractor's Name** also understands that if an entity that we are in partnership with is on SAM, we will immediately terminate our agreement with the subcontractor, subrecipient, et al.

_____
Authorized Official's Typed Name/Title

_____
Signature of Authorized Official Date

**STATE OF MISSISSIPPI**
**DEPARTMENT OF CHILD PROTECTION SERVICES**
**DEPARTMENT OF HUMAN SERVICES**

# REQUEST FOR PROPOSALS

## Unaccompanied Refugee Minors (URM) Program

## EXHIBIT G

Exhibit G includes:

X Required Letter of Intent Format

**Exhibit G**

Date_____

Mr./Ms./Dr. _____

Title_____

Address_____

City, State, Zip Code_____

Dear Mr./Ms./Dr.:_____

This letter confirms our intent to submit a proposal pursuant to RFP #2016URM001.

_____ service area includes_____. Also, in
Organization Name

compliance with the requirements of the letter of intent, _____ submits the
Organization Name

following information:

Contact Person's Name:_____

Contact Person's Title:_____

Phone Number:_____

Fax Number:_____

Tax I.D. Number:_____

DUNS Number:_____

Physical Address:_____

Email Address:_____

Thank you for your consideration.

Sincerely,

_____ Authorized Official

**STATE OF MISSISSIPPI**
**DEPARTMENT OF CHILD PROTECTION SERVICES**
**DEPARTMENT OF HUMAN SERVICES**

# REQUEST FOR PROPOSALS

## Unaccompianed Refugee Minors (URM) Program

## EXHIBIT H

Exhibit H includes:

X Acknowledgement of Amendment

**Acknowledgement of Amendment to RFP No. 2016URM001**

I, _____, acknowledge that RFP No. 2016URM001 has been amended on
Authorized Official's Name
_____ to include the following:
Date

_____

_____

_____

_____

I, **_____,** understand that proposals will **only** be accepted from
Authorized Official's Name

proposers who submit this acknowledgement of amendment #_____.

_____
Name of Company

_____
Authorized Official's Typed Name/Title

_____ _____**(No stamped signature)**
Signature of Authorized Official Date

**This acknowledgement should be enclosed in accordance with the instructions located in Section II., Paragraph I of this RFP.**

**STATE OF MISSISSIPPI**
**DEPARTMENT OF CHILD PROTECTION SERVICES**
**DEPARTMENT OF HUMAN SERVICES**

# REQUEST FOR PROPOSALS

## Unaccompanied Refugee Minors (URM) Program

## EXHIBIT I

Exhibit I includes:

X Federal Debarment Verification Requirement

FDVR FORM
REVISED JULY 1, 2016

# FEDERAL DEBARMENT VERIFICATION REQUIREMENT

## MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

## MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

_____, hereby certifies that_____
**Contractor's/Subgrantee's Authorized Official** **Contractor's/Subgrantee's Name**

is not on the list for federal debarment on www.sam.gov - System for Award Management

(SAM). If _____ is placed on the federal debarment list,
**Contractor's/Subgrantee's Name**

_____ shall notify the appropriate funding division(s)
**Contractor's/Subgrantee's Authorized Official**

of the Mississippi Department of Child Protection Services (MDCPS) within 24 hours (Monday-Friday).

Further, Mississippi Department of Child Protection Services will immediately terminate the

subgrant(s)/contract(s) between MDCPS/MDHS and

_____.
**Contractor's/Subgrantee's Name**

_____
Authorized Official's Typed Name/Title

_____ _____
Signature of Authorized Official Date

_____
Witness

_____
Witness

**STATE OF MISSISSIPPI**
**DEPARTMENT OF CHILD PROTECTION**
**DEPARTMENT OF HUMAN SERVICES**

# REQUEST FOR PROPOSALS

## UNACCOMPIANED REFUGEE MINORS (URM) PROGRAM

## EXHIBIT J

Exhibit J includes:

X *Olivia Y. vs. Bryant, et. al.* Modified Mississippi Settlement Agreement

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION

OLIVIA Y., *et al.* PLAINTIFFS

v. CIVIL ACTION NO. 3:04CV251LN

PHIL BRYANT, as Governor of the State of Mississippi, *et al.* DEFENDANTS

---

# MODIFIED MISSISSIPPI SETTLEMENT AGREEMENT AND REFORM PLAN

---

**TABLE OF CONTENTS**

INTRODUCTION ..... 1
I. REFORM PLANNING AND IMPLEMENTATION ..... 1
II. REQUIREMENTS TO BE IMPLEMENTED STATEWIDE ..... 3
A. Systemic Infrastructure Standards ..... 3
1. Agency Leadership ..... 3
2. Human Resources Management ..... 3
a. Workforce: ..... 3
b. Worker and Supervisor Qualifications: ..... 7
c. Training: ..... 7
d. Contract Agency Requirements: ..... 8
3. Continuous Quality Improvement ..... 9
4. Legal and Regulatory Compliance ..... 9
5. Information Management and Use ..... 9
6. Financial Management ..... 11
7. Recruitment and Retention of Foster Families and Therapeutic Service Providers 12
B. Foster Care Service Standards ..... 13
1. Child Safety ..... 13
2. Child Placement ..... 15
3. Physical and Mental Health Care ..... 21
4. Therapeutic Services ..... 25
5. Worker Contact and Monitoring ..... 26
6. Permanency ..... 28
7. Adoption ..... 29
C. Outcome Measures ..... 31
1. Number of Placements ..... 31
2. Abuse/Neglect/Maltreatment in Care ..... 31
III. REQUIREMENTS TO BE IMPLEMENTED REGION-BY-REGION: ..... 32
A. Systemic Infrastructure Standards ..... 32
1. Continuous Quality Improvement ..... 32
2. Recruitment and Retention of Foster Families and Therapeutic Service Providers 33
B. Foster Care Service Standards ..... 33
1. Comprehensive Family Assessments ..... 33
2. Individualized Case Planning ..... 34
3. Child and Youth Permanency ..... 35
a. Permanency Plan: ..... 35
b. Concurrent Planning: ..... 36
c. Permanency Plan Updating and Review: ..... 37
d. Reunification Services: ..... 38
e. Termination of Parental Rights: ..... 39
4. Case Recordings ..... 39
5. Developing and Maintaining Connections ..... 40
6. Educational Services ..... 41
7. Transition to Independent Living ..... 42

8. Case Closing and Aftercare ..... 44
C. Outcome Measures ..... 45
1. Reunification ..... 45
2. Time to Adoption Finalization ..... 45
IV. COA ACCREDITATION ..... 46
V. NAMED PLAINTIFFS ..... 46
VI. MONITORING ..... 46
VII. DISPUTE RESOLUTION, TERMINATION, AND EXIT ..... 48

APPENDICES:

Appendix A: Practice Model Rollout Schedule
Appendix B: Period 3 Implementation Plan
Appendix C: Proposed Data Reports Schedule
Appendix D: Mississippi Diligent Recruitment of Families for Children

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION

OLIVIA Y., *et al.* PLAINTIFFS

v. CIVIL ACTION NO. 3:04CV251LN

PHIL BRYANT, as Governor of the State of Mississippi, *et al.* DEFENDANTS

---

MODIFIED MISSISSIPPI SETTLEMENT AGREEMENT AND REFORM PLAN

---

INTRODUCTION

This Modified Mississippi Settlement Agreement and Reform Plan (the "Modified Settlement Agreement") shall supersede the Mississippi Settlement Agreement and Reform Plan entered as a Court Order on January 4, 2008 (the "initial Settlement Agreement"). This Modified Settlement Agreement shall resolve all remaining claims in the above-captioned case, *Olivia Y. v. Bryant, et al.* Paragraph 1 of the Stipulated Settlement Agreement approved by the Court on May 17, 2007 is hereby incorporated into this Modified Settlement Agreement.

The United States District Court for the Southern District of Mississippi, Jackson Division, shall have continuing jurisdiction to enforce the terms of this Modified Settlement Agreement and any annual implementation plans required herein.

## I. REFORM PLANNING AND IMPLEMENTATION

**A.** The intent of this Modified Settlement Agreement is to require Defendants to develop the child welfare infrastructure necessary to meet and sustain statewide the child welfare standards and outcomes mandated in the Modified Settlement Agreement. In order to accomplish this, the Modified Settlement Agreement provides for both a statewide and region-by-region approach to reform. Section II of the Modified Settlement Agreement sets forth the child welfare infrastructure, standards, and outcomes that Defendants must meet within specified timeframes statewide. Section III of the Modified Settlement Agreement sets forth the child welfare infrastructure, standards, and outcomes that Defendants must meet within a phased-in, region-by-region timeframe specified by when those regions implement the Practice Model.

**B.** Defendants shall meet the standards and outcome measurements in Sections II and III of this Modified Settlement Agreement by the conclusion of Period 6 or within any earlier interim timelines that are specified herein.

**C.** Defendants shall implement the Practice Model developed in conjunction with the Center for the Support of Families ("CSF") on a region-by-region basis in accordance with the schedule incorporated herewith at Appendix "A". Defendants shall continue to

contract with CSF or other similar entity selected by the Defendants and approved by the Court Monitor for technical assistance and oversight of the implementation process until the Practice Model is fully implemented in all 13 DFCS regions pursuant to the Appendix "A" schedule. A region shall be deemed to have fully implemented the Practice Model after the conclusion of a six-month planning period, a 12-month initial implementation period, and a 12-month full implementation period.

**D.** For every 12-month period subsequent to the filing of this Modified Settlement Agreement, Defendants shall develop an annual implementation plan with Plaintiffs that sets forth the steps that must be taken in that 12-month period in order to meet that Period's interim benchmarks and make the progress necessary within that Period to achieve overall compliance with the Modified Settlement Agreement. Each annual implementation plan shall be Court enforceable and include specific steps and timelines to achieve compliance with this Modified Settlement Agreement.

**E.** The filing of this Modified Settlement Agreement shall constitute the commencement of Implementation Period Three. The third 12-month implementation plan is incorporated herewith at Appendix "B". Each subsequent annual implementation plan shall be developed jointly with the Parties 90 calendar days prior to the end of the previous 12-month period. Each annual implementation plan will be incorporated into this Modified Settlement Agreement.

**F.** Defendants shall produce accurate and validated reports as identified in Appendix "C" that reflect county-by-county performance. The reports that are noted as available in Appendix "C" as of the date the Court enters this Modified Settlement Agreement will be produced beginning one month from the date that the Court enters this Modified Settlement Agreement and every 30 days thereafter. Defendants shall begin producing those reports that do not exist as of the date that the Court enters this Modified Settlement Agreement by the dates set forth in Appendix "C". Data reports shall be provided to the Monitor and the Plaintiffs within 30 days of the date the report becomes available and every 30 days thereafter, with the exception of the data report on training of DFCS caseworkers which shall be produced quarterly.

**G.** Defendants do not speak for the Mississippi Legislature, which has the power under Mississippi law to determine the appropriations for the State's child welfare programs. However, at least annually after Court approval of this Modified Settlement Agreement, and consistent with existing state budgetary practices and legal requirements, Defendants shall request state funds and any federal/special fund authorization sufficient to effect the provisions and outcome measures set forth in this Modified Settlement Agreement in connection with any budget, funding, or allocation request to the executive or legislative branches of State government. To the extent that it is anticipated that the funding of critical needs shall be met, in whole or in part, by way of federal fund sources, Defendants shall request federal fund authorization in amounts which are determined to be realizable and consistent with regular budgetary needs assessments. Nothing in this paragraph in any way limits Defendants' obligations under this Modified Settlement Agreement.

**H.** Such budgetary requests, which shall be provided to the Monitor, shall, among other things, identify for the executive and legislative branches of State government, with sufficient particularity, the known and anticipated costs to the State for the timely implementation of the reforms and outcome measures provided for herein.

**I.** Defendants shall maximize available federal funding opportunities.

**J.** Nothing in this Modified Settlement Agreement shall be construed as infringing on the authority of the State courts of Mississippi to exercise their jurisdiction over individual class members. Defendants will not be held accountable for the State courts' exercise of such jurisdiction in any individual case, as long as Defendants requested that the State court exercise its jurisdiction consistent with the requirements of the Modified Settlement Agreement in that individual case.

## II. REQUIREMENTS TO BE IMPLEMENTED STATEWIDE

Defendants shall meet the following requirements, standards, interim benchmarks, and outcome measures statewide, except with respect to the staffing requirements set forth in Section II.A.2.a.9-12, which shall be measured as required in that section. For those requirements which are required to be met from the time that a region has fully implemented the Practice Model, compliance will not be measured by looking back in time at practice that pre-dates full implementation. For those requirements which are required to be met 12 months after full implementation of the Practice Model, compliance will not be measured by looking back in time at practice that pre-dates the 12 month period following full implementation.

### A. Systemic Infrastructure Standards

#### 1. Agency Leadership

The Mississippi Department of Human Services ("MDHS") shall maintain a Deputy Administrator having sole responsibility for the oversight of the Division of Family and Children's Services ("DFCS"). That person shall be qualified by: an advanced degree from an accredited college or university in a field related to the agency's mission and services; five years of related experience at minimum; competence in administering and providing services to individuals, families, and/or children; management skills in addressing human resources and financial matters; and the ability to coordinate the agency's services with other community resources.

#### 2. Human Resources Management

**a. Workforce:**

1) No DFCS caseworker shall carry a caseload that exceeds the following:

- 9 for dedicated adoption workers (counted by child)
- 14 for dedicated child protection workers (counted by investigation)
- 14 for dedicated ongoing foster care workers (counted by child)

- 15 for dedicated new application licensing workers (counted by home)
- 17 for dedicated in-home protection workers (counted by family)
- 25 for dedicated in-home dependency/prevention workers (counted by family)
- 36 for dedicated renewal licensing workers (counted by home)
- 118 for dedicated abuse and neglect intake workers (counted by intake).

2) Individual DFCS caseworkers with generic caseloads shall not carry a mixed caseload requiring more than a total of 6,960 minutes or 100 Workload Units of case-related work per month as enumerated below.

| Service Type | Minutes | Caseload Units |
|---|---|---|
| • Adoption COS | 300 | 4.3 |
| • ICPC Incoming | 106 | 1.6 |
| • ICPC Outgoing | 106 | 1.6 |
| • Placement COR | 254 | 3.7 |
| • Placement COS | 253 | 3.6 |
| • Placement R&S | 507 | 7.3 |
| • Prevention COR | 138 | 2.0 |
| • Prevention COS | 137 | 2.0 |
| • Prevention R&S | 275 | 4.0 |
| • Protective Services COR | 210 | 3.0 |
| • Protective Services COS | 200 | 2.9 |
| • Protective Services R&S | 410 | 5.9 |
| • Case Management Intake | 59 | 0.9 |
| • Court Ordered Relative Appl. | 282 | 4.1 |
| • ICPC Application | 282 | 4.1 |
| • Investigation Level 2 | 484 | 7.0 |
| • Investigation Level 3 | 484 | 7.0 |
| • General Intake | 59 | 0.9 |
| • Resource Inquiry | 59 | 0.9 |
| • Adoption Addendum | 191 | 2.8 |
| • Foster Home Addendum | 191 | 2.8 |
| • Resource Home Study | 470 | 6.8 |
| • Resource Home Supervision | 140 | 2.0 |
| • Resource Renewal | 191 | 2.8 |
| • Courtesy Interviews | 65 | 1.0 |

3) The Parties acknowledge that the above time study standards are based on averages and that any individual case may require more or fewer minutes of case-related work per month. The Parties may agree to modify these caseload standards following an evaluation of the impact of Practice Model activities on the time needed for providing services to families.

4) Individual caseloads shall be measured monthly.

5) Caseworkers shall have access to a supervisor by telephone 24 hours a day.

6) No DFCS supervisor shall be directly responsible for directly supervising more than five caseworkers.

7) No supervisor shall be assigned primary responsibility for providing direct casework services for any case, except in cases of extenuating circumstances which shall last no more than four (4) weeks and have been approved in writing by the Field Operations Director of DFCS after consultation with the supervisor's Regional Director to ensure the continued proper supervision of the impacted direct service workers.

8) Within 90 days following the start of Implementation Period Three, DFCS shall formulate and begin implementing a methodology for producing accurate and validated caseworker and supervisor caseload data reports, if such reports do not currently exist. Data reports shall be produced in each county monthly. Within 120 days of the date this Modified Settlement Agreement is filed, DFCS shall provide the Plaintiffs and the Monitor with county-by-county caseload data on a monthly basis.

9) <u>By the end of Implementation Period Three</u>:

   (a) At least 75% of DFCS caseworkers shall carry a caseload that does not exceed Modified Settlement Agreement caseload requirements. No more than 10% of caseworkers shall carry a caseload exceeding twice the Modified Settlement Agreement caseload requirements. No caseworkers shall carry a caseload exceeding three times the Modified Settlement Agreement caseload requirements. Hancock, Harrison, Hinds, and Jackson Counties (the "Carve Out Counties") are exempt from these requirements during Implementation Period Three.

   (b) No more than 10% of supervisors who are responsible for supervising DFCS caseworkers shall be responsible for directly supervising more than five caseworkers. Hancock, Harrison, Hinds, and Jackson Counties are exempt from this requirement during Implementation Period Three.

   (c) Caseworkers shall have access to a supervisor by telephone 24 hours a day.

   (d) Supervisors will not be assigned primary responsibility for providing direct casework for any cases, unless under the extenuating circumstances exception as described above.

10) By the end of Implementation Period Four:

(a) At least 85% of DFCS caseworkers shall carry a caseload that does not exceed Modified Settlement Agreement caseload requirements. No more than 5% of caseworkers shall carry a caseload exceeding twice the Modified Settlement Agreement caseload requirements. Hancock, Harrison, Hinds, and Jackson Counties are exempt from these requirements during Implementation Period Four.

(b) No more than 10% of supervisors who are responsible for supervising DFCS caseworkers shall be responsible for directly supervising more than five caseworkers. Hancock, Harrison, Hinds, and Jackson Counties are exempt from this requirement during Implementation Period Four.

11) By the end of Implementation Period Five:

(a) At least 80% of DFCS caseworkers in Hancock, Harrison, Hinds, and Jackson Counties shall carry a caseload that does not exceed Modified Settlement Agreement caseload requirements. No more than 15% of caseworkers in Hancock, Harrison, Hinds, and Jackson Counties shall carry a caseload exceeding twice the Modified Settlement Agreement caseload requirements. No caseworkers in Hancock, Harrison, Hinds, and Jackson Counties shall carry a caseload exceeding three times the Modified Settlement Agreement caseload requirements.

(b) No more than 5% of DFCS caseworkers in a non-Carve Out County shall carry a caseload that exceeds Modified Settlement Agreement caseload requirements.

(c) No more than 15% of supervisors in Hinds, Hancock, Harrison, and Jackson Counties who are responsible for directly supervising DFCS caseworkers shall be responsible for directly supervising more than five caseworkers.

(d) No more than 5% of supervisors in a non-Carve Out County who are responsible for supervising DFCS caseworkers shall be responsible for directly supervising more than five caseworkers.

12) By the end of Implementation Period Six:[1]

(a) All counties, including the Carve Out Counties, shall meet the caseload standards set forth in Section II.

[1]Because this workforce section establishes requirements for Carve Out and non-Carve Out counties which might give rise to some confusion regarding what must be accomplished in Period Six, those Period Six requirements are explicitly set forth. For all other sections, Period Six requirements are not explicitly stated because Section I requires that by Period Six, Defendants shall be in full compliance with all of the standards and outcome measures of the Modified Settlement Agreement.

b. **Worker and Supervisor Qualifications:**

1) DFCS shall hire only foster care workers who have an advanced degree in social work or a comparable human services field, or a B.A. in social work or a comparable human service field with two years of related experience. Should the related Council on Accreditation ("COA") standards change, the new COA worker qualifications standards will govern.

2) DFCS shall hire or promote to the position of caseworker supervisor only persons with an advanced degree in social work or a comparable human service field and two years of experience working with children and families, preferably in foster care. Should the related COA standards change, the new COA caseworker supervisor qualifications standards will govern.

c. **Training:**

1) DFCS shall establish and maintain a Training Unit, headed by a qualified director of training. The Training Unit shall have sufficient staffing, funding, and other resources to assure that it can provide comprehensive child welfare training to enable all caseworkers, supervisors, and other child welfare agency employees to comply with the relevant mandates of this Modified Settlement Agreement, DFCS policy, and reasonable professional standards.

2) All new DFCS caseworkers shall receive a minimum of 270 hours of pre-service training, including instructional training and supervised field training, prior to assuming any case responsibilities. Pre-service training provided during an internship with DFCS may be counted towards this 270 hour pre-service training requirement if that training is the same training as that provided to new hires.

3) All new caseworker supervisors hired or promoted by Defendants shall receive a minimum of 40 hours of training, directed specifically at the supervision of child welfare caseworkers, prior to being assigned any caseworkers to supervise.

4) All caseworkers shall receive a minimum of 40 hours of ongoing in-service training each year, and all supervisors shall receive a minimum of 24 hours of in-service training each year.

5) The caseworker pre-service training shall be based on clearly identified learning objectives and culminate in competency-based testing. A caseworker will not be deemed as having completed training unless the caseworker earns a passing grade on the competency-based testing. The curriculum shall be drawn from current research and data.

6) By the end of Implementation Period Three:

(a) Defendants shall establish and maintain a Training Unit, headed by a qualified director of training, with sufficient staffing and resources to provide or contract for the provision of comprehensive child welfare pre-service and in-service training to all caseworkers and supervisors.

(b) All new caseworkers and supervisors will complete their pre-service training consistent with the Modified Settlement Agreement requirements before they assume their respective responsibilities for carrying cases and supervising.

(c) The in-service training curriculum for caseworkers and supervisors will be developed and in-service training will have been initiated.

7) By the end of Implementation Period Four:

(a) All caseworkers shall receive a minimum of 40 hours of structured ongoing in-service training each year, and all supervisors shall receive a minimum of 24 hours of ongoing in-service training each year.

(b) Supervisory personnel will not be detailed from the field to provide the required pre-service and in-service training.

d. **Contract Agency Requirements:**

1) Defendants shall implement and maintain a performance-based contracting system to evaluate annually contract agency compliance with the terms of the Modified Settlement Agreement. Defendants shall take reasonable steps to ensure contract agency remediation of any identified deficiencies.

2) By the end of Implementation Period Three:

(a) All therapeutic resource parents who have one or more foster children residing in the home shall be visited in the home at least once per month by their private agency caseworker. These visits shall be in addition to the monthly home visit conducted by DFCS. Beginning in Implementation Period Three, all contracts executed between Defendants and private agencies that provide services to foster children shall require that the private caseworker (1) share all relevant and legally disclosable information concerning the foster child; (2) evaluate the foster child's safety, needs, and well-being; and (3) monitor service delivery and the achievement of service goals. DFCS shall require that such visits occur, that they are documented in the child's case record, and that remedial action is taken if such visits are not taking place.

(b) Beginning in Implementation Period Three, all contracts executed between Defendants and private agencies that provide protective, preventive, foster care, or adoption case work services shall require the contract agencies to abide by all related terms of the Modified Settlement Agreement, including, but not limited to, provisions regarding training curricula, minimum training hours, and caseload standards, with the exception that contract agency caseworkers shall not be required to undertake the hours of pre-service training required of DFCS caseworkers that pertain to MACWIS instruction and DFCS-specific workplace procedures. The training requirement of the Modified Settlement Agreement shall apply only to contract agency caseworkers and supervisors responsible for making case planning decisions and/or recommendations.

3) By the end of Implementation Period Five:

(a) In the event that private agencies provide protective, preventive, foster care, or adoption case work services under contract with DFCS, DFCS shall require the contract agencies to abide by all related terms of the Modified Settlement Agreement, including, but not limited to, provisions regarding training curricula, minimum training hours, and caseload standards. The training requirements of the Modified Settlement Agreement apply only to contract agency caseworkers and supervisors responsible for making case planning decisions and/or recommendations, and those contract agency caseworkers shall not be required to undertake the hours of pre-service training required of DFCS caseworkers that pertain to MACWIS instruction and DFCS-specific workplace procedures.

3. **Continuous Quality Improvement**

Defendants shall implement and maintain a separate CQI system that can identify areas of needed improvement and require improvement plans in support of achieving performance targets, program goals, client satisfaction, and positive client outcomes.

4. **Legal and Regulatory Compliance**

DFCS shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the public child fatality reporting requirements of the Child Abuse Prevention and Treatment And Adoption Reform Act, 42 U.S.C. § 5106a(b)(2)(B)(x).

5. **Information Management and Use**

a. DFCS shall have a Mississippi Automated Child Welfare Information System (MACWIS) appropriate to its size and complexity that permits (1) timely access to information about persons served by any part of the organization, or by other

practitioners within the organization, to support child safety and continuity of care across settings and services; (2) capturing, tracking, and reporting of financial, compliance, and child welfare information, including federally required AFCARS elements; (3) longitudinal reporting and comparison of performance over time; (4) the use of clear and consistent formats and methods for reporting and disseminating data, including system-wide reports; (5) the collection of data necessary to monitor compliance with the Modified Settlement Agreement; (6) DFCS county staff access to a computerized database of the placement resources currently available for placement statewide; (7) notification to caseworkers when a foster care provider for a child assigned to the worker is under investigation, or that provider's foster care license has expired or been revoked; (8) notification to caseworkers investigating a report of abuse of subsequent reports of abuse concerning the same child or alleged perpetrator; (9) caseworkers to access information on available services statewide; and (10) review of prior (i.e. historical) case documents including Individual Service Plans.

b. Defendants shall take reasonable steps to ensure data integrity and user accountability in MACWIS.

c. By the end of Implementation Period Three:

1) DFCS shall provide to all county agency staff with child welfare responsibilities access to basic computer services, consisting of access to MACWIS, word processing, and electronic mail.

2) Consistent with the schedule set forth in Appendix "C", data related to compliance with the Modified Settlement Agreement's Foster Care Service Standards will be collected, analyzed, and disseminated at least monthly to DFCS regional and county staff.

3) Defendants shall automate the DFCS foster care review instrument to include the foster care review data indicators as listed on Appendix "C". The child's foster care review record shall become part of the child's case file.

4) The Director of the Foster Care Review Division of the CQI Unit of DFCS ("FCR Director") shall regularly review the documentation of the foster care reviews to ensure that the foster care reviewers are appropriately utilizing the foster care review protocol. When the FCR Director identifies concerns regarding foster care reviews, DFCS shall remediate the concerns.

d. By the end of Implementation Period Four:

1) Defendants' foster care review instrument shall be revised to include reviews of all children placed in therapeutic settings – whether home-based or congregate. The foster care review of therapeutic placements shall include an assessment, reflected in the revised instrument, of whether: (1)

the therapeutic placement is meeting the individual child's needs; (2) any additional services are necessary to ensure that the placement meets the individual child's needs; and (3) the placement is appropriate as a therapeutic placement. If the foster care review identifies any concerns as to the capacity of the placement to provide therapeutic care, such concerns shall be documented and provided to the Regional Director who oversees the county of responsibility for that child. Defendants will develop and begin implementing a protocol for informing private agencies of concerns regarding the capacity of the private agency's placement to provide therapeutic care. Defendants shall ensure that no child remains in a therapeutic placement where a foster care reviewer has identified concerns, unless a remediation plan is being implemented to address those concerns. No new child shall be placed in a therapeutic placement where a foster care reviewer has identified concerns until a remediation plan has been fully implemented and all necessary remediation has occurred.

e. By the end of Implementation Period Five:

1) DFCS county staff shall have access to a computerized database of the placement resources available for placement statewide at any given time. The database shall permit staff to determine whether a given placement is suitable for a given child needing placement by allowing access to current caretaker placement information, including capacity limitations, current census, the placement's suitability for children by age, sex, and special needs, and any related licensing and maltreatment investigations information.

2) The MACWIS system shall have the necessary controls to decrease the risk of duplication of data and to reduce the risk of incorrect or invalid data. The system shall provide a visible trail to the database administrators of all information entered, added, deleted, or modified, and shall have necessary security to protect data integrity. This system shall be audited at least annually to ensure the accuracy and validity of the data in the system. Necessary actions identified by the MACWIS data accuracy and validity audit to correct MACWIS data errors shall be implemented annually.

6. **Financial Management**

a. Defendants shall implement and maintain implementation of the May 2011 recommendations of Hornby Zeller Associates and the Center for Support of Families, as negotiated by the Parties for each Implementation Period.

b. By the end of Implementation Period Three:

1) Defendants shall have implemented and shall maintain implementation of the recommendations negotiated and agreed to by the Parties, and filed with the Court by July 14, 2012.

2) Funds realized as a result of revenue maximization activities shall not supplant appropriated state funds but shall be used in furtherance of the reforms and outcome measures provided for herein and to improve child welfare services.

c. By the end of Implementation Period Four:

1) As necessary, the Parties shall negotiate and agree to the implementation of additional recommendations. If the Parties so agree, Defendants shall have implemented, and shall maintain implementation of, those recommendations.

d. By the end of Implementation Period Five:

1) As necessary, the Parties shall negotiate and agree to the implementation of additional recommendations. If the Parties so agree, Defendants shall have implemented, and shall maintain implementation of, those recommendations.

7. **Recruitment and Retention of Foster Families and Therapeutic Service Providers**

a. Defendants shall ensure that all licensed resource families (regardless of whether they are supervised directly by DFCS or by private providers) receive at least the minimum reimbursement rate for a given level of service as established pursuant to the Modified Settlement Agreement.

b. By July 2009, Defendants shall establish and begin to pay to all licensed resource families at least the following basic monthly foster care maintenance payments: for each child ages 0-8, $555; for each child ages 9-15, $636; and for each child age 16 and older, $697. The Parties agree that these rates satisfy the requirements of 42 U.S.C. § 675(4)(A). On July 1, 2013, and every two years thereafter, Defendants shall provide increases in the foster care maintenance payments, based upon the previous year's rate of inflation and discussions with affected resource parent groups and congregate care providers, in order to continue complying with 42 U.S.C. § 675(4)(A).

c. Defendants shall, within 180 days of the Court's approval of the initial Settlement Agreement, engage a qualified independent consultant to assess board payment rates currently being paid to resource parents caring for special needs foster children and to congregate care facilities to determine the extent to which those rates meet the requirements of 42 U.S.C. § 675(4)(A) and reflect the actual cost of caring for special needs foster children and children placed in congregate care facilities, including the necessary and reasonable costs of facility administration and operation. The selection of the independent consultant shall be subject to approval by the Monitor; said approval shall not be unreasonably withheld.

d. Within a year of Court approval of the initial Settlement Agreement, the consultant shall deliver to the Parties and the Monitor a written report setting forth (1) findings regarding the adequacy of the current schedule of foster care maintenance payments made to foster care providers serving special needs children and facilities providing congregate foster care in relation to the requirements of 42 U.S.C. § 675(4)(A) and the actual cost in the state of Mississippi to provide such care; (2) the methodology utilized to determine the actual costs in the state of Mississippi to provide such care; and (3) a schedule of recommended rates for foster care providers serving special needs children and facilities providing congregate foster care. Plaintiffs shall have 30 days to raise any written objection to the schedule of recommended rates as determined by the consultant. Should Plaintiffs raise objections and should the Parties be unable to reach agreement, the consultant's schedule and Plaintiffs' objection shall be submitted to the Court for final determination.

e. By the end of Implementation Period Three:

1) The rate structure recommended by the consultant for foster care providers to special needs children and for facilities providing congregate care, as agreed upon by the Parties or determined by the Court, shall be fully implemented. Defendants shall determine the funding source for this rate structure.

**B. Foster Care Service Standards**

**1. Child Safety**

a. Defendants shall maintain a well-publicized 24-hour statewide child abuse hotline for the reporting of abuse and/or neglect.

b. Upon receipt of a report of child maltreatment in a group home, emergency shelter, or private child placing agency resource home, DFCS shall undertake a licensure investigation, that is in addition to, and independent of, any child protective investigation, that shall include an on-site inspection of the facility or home to determine the contract provider's compliance with DFCS licensure standards. If the provider is found to be in violation of licensure standards, it shall have 30 days to submit a Corrective Action Plan (CAP) with timeframes to rectify the violation and comply with the approved CAP and timeframes. If the provider does not comply with the licensure standards based on the approved CAP and timeframes, DFCS shall revoke the license.

c. All allegations of maltreatment of a child in custody, including corporal punishment, shall be investigated by a caseworker who has received training in the investigation of maltreatment in out-of-home placements and has no ongoing connection to the foster care case.

d. Within 30 days of the completion of any investigation of maltreatment of a child in custody, as required in Section II.B.1, DFCS shall review the maltreatment

investigation. This review shall include: (1) identification of any case practice deficiencies; (2) identification of any remedial actions necessary to ensure the safety of the child who is the subject of the investigation as well as any other child in the home or placement as well as the timeframe in which such remedial action must take place; and (3) identification of any corrective action that is necessary to address deficiencies in case practice demonstrated by the investigation as well as the timeframe in which such remedial action must take place. DFCS will monitor the initiation and completion of the remedial actions regarding individual child safety and case practice. DFCS shall notify the Area Social Work Supervisor (ASWS), Regional Director, and Director of Field Operations when such remedial actions have not been initiated within five days of identification or timely completed.

e. By the end of Implementation Period Three:

1) Defendants shall assure that standardized decision-making criteria are used for prioritizing, screening, and assessing all reports of maltreatment, including corporal punishment, of children in DFCS custody.

2) All investigations into reports of maltreatment, including corporal punishment, of children in DFCS custody must be initiated within 24 hours and completed within 30 calendar days, including supervisory approval. Defendants shall assure that such investigations and decisions are based on a full and systematic evaluation of the factors that may place a child in custody at risk.

3) Any foster child who remains in the same out-of-home placement following an investigation into a report that he or she was maltreated or subject to corporal punishment in that placement shall be visited by a DFCS caseworker twice a month for three months after the conclusion of the investigation to assure the child's continued safety and well-being.

4) When a maltreatment investigation involves a resource home, DFCS shall file a copy of the approved final investigative report, and any recommendations and/or corrective actions DFCS has deemed necessary, in the case record of the foster child, in the file of the foster or adoptive parents with a copy of the letter of notification to the foster or adoptive parents, and in the DFCS State Office. DFCS shall also provide those records to the Youth Court Judge with jurisdiction over the child and to the Monitor.

5) When a maltreatment investigation involves an agency group home, emergency shelter, private child placing agency resource home, or other facility licensed by DFCS, a copy of the final investigative report shall be filed in the child's case record, in the DFCS State Office licensing file, and sent to the licensed provider facility. DFCS shall provide the report to the Youth Court Judge with jurisdiction over the child and to the Monitor.

6) For investigations of agency group homes, emergency shelters, and private child placing agency resource homes, DFCS shall undertake a separate investigation of the contract provider's compliance with DFCS licensure standards.

2. **Child Placement**

a. No foster child shall be placed in a foster care setting (either therapeutic or non-therapeutic) that has not been licensed or approved as meeting DFCS licensure standards, unless the child is placed pursuant to the relative licensing process.

b. All foster care settings, including relative placements, shall be screened prior to the initial placement of foster children to ensure that children receive safe, sufficient, and appropriate care. Additional screens shall be completed at least once annually thereafter and within two weeks of a reported change in the residents of a resource home.. Screens shall include criminal and child welfare background checks of all household members who are at least 14 years old. No foster child shall be placed in a home prior to DFCS receipt of the background check results.

c. DFCS shall maintain an expedited process for licensing screened relative caregivers to enable a child to be placed quickly with relatives upon entering placement. The licensing process for relatives shall take place in two steps: (1) an emergency process that enables a child to be placed with relatives as soon as the child enters placement, following an initial screen (as described above) of the relative's home, and (2) a full licensing process, to be completed no later than 90 calendar days after the child has entered placement. DFCS may waive non-safety licensing requirements for relative foster placements in individual cases, in accordance with federal regulations. All relative placements approved for expedited placement shall undergo the full licensing procedure within 90 calendar days of the child's placement in the home.

d. No foster home shall provide care for more than three foster children or for a total of more than five children (including foster, biological, and adoptive children) at any given time. No more than two children in the foster home may be under the age of two or have therapeutic needs. Notwithstanding the above, a sibling group may be placed together in the same foster home in excess of these limits, but only upon written approval by the DFCS Regional Director determining that the foster children can be maintained safely in the foster home.

e. Children with special needs shall be matched with placement resources that can meet their therapeutic and medical needs. DFCS shall ensure that each county office has access to resource workers within its region who have the ability to ascertain the placement resources available and their suitability for each particular child needing placement.

f. Each foster child shall be placed in the least restrictive setting that meets his/her individual needs as determined by a review of all intake, screening, assessment, and prior placement information on the child available at the time of placement. In order of consideration, this means placement with relatives; resource home care within reasonable proximity to the child's home community; resource foster home care outside of the child's home community; group home care; or institutional care.

g. Each child shall be placed within his/her own county or within 50 miles of the home from which he/she was removed. This provision shall not apply if: (1) the child's needs are so exceptional that they cannot be met by a family or facility within his/her own county or within 50 miles of the home from which he/she was removed; (2) the child is placed through the ICPC consistent with its terms; (3) the child is appropriately placed with relatives or another planned permanent resource; (4) the child is ordered to be placed in a child-specific foster care setting by a court; or (5) the child is placed in an adoptive home.

h. Siblings who enter placement at or near the same time shall be placed together unless: (1) doing so would be harmful to one or more of the siblings; (2) one of the siblings has exceptional needs that can be met only in a specialized program or facility; or (3) the size of the sibling group makes such placement impractical notwithstanding diligent efforts to place the group together. If a sibling group is separated at initial placement, the caseworker shall make immediate efforts to locate or recruit a family in whose home the siblings can be reunited. These efforts will be documented and maintained in the case file.

i. No later than at the time of placement, Defendants shall provide resource parents or facility staff with the foster child's currently available medical, dental health, educational, and psychological information, including a copy of the child's Medicaid card. Defendants shall gather and provide to resource parents or facility staff all additional current medical, dental health, educational, and psychological information available from the child's service providers within 15 days of placement.

j. Defendants shall take all reasonable steps to avoid the disruption of an appropriate placement and ensure placement stability for children. If there is a documented indication that a placement may disrupt, the caseworker shall immediately convene a meeting with the DFCS supervisor, the resource parents, and, if appropriate, the child to determine the following: the cause of the potential disruption; whether the placement is appropriate for the child; whether additional services are necessary to support the placement; whether the child needs another placement; and, if another placement is necessary, what that placement should be. If the placement disrupts on an emergency basis, the meeting shall be held no later than five days after the disruption to address whether the child needs additional supportive services and whether the new placement is appropriate.

k. No foster child shall remain in an emergency or temporary facility for more than 45 calendar days, unless, in exceptional circumstances, the Division Director or Field Operations Director has granted express written approval for the extension that documents the need for the extension.

l. No child shall spend more than 12 hours at a time in a DFCS office or other non-residential facility that provides intake functions. Defendants shall be exempt from maintaining and producing data reports regarding this requirement.

m. No child under 10 years of age shall be placed in a congregate care setting (including group homes and shelters) unless the child has exceptional needs that cannot be met in a relative or foster family home or the child is a member of a sibling group, and the Regional Director has granted express written approval for the congregate-care placement. Such approval shall be based on the Regional Director's written determination that the child's needs cannot be met in a less restrictive setting and can be met in that specific facility, including a description of the services available in the facility to address the individual child's needs. Sibling groups in which one or more of the siblings are under the age of 10 shall not be placed in congregate care settings for more than 45 days.

n. No foster child shall be moved from his/her existing placement to another foster placement unless DFCS specifically documents in the child's case record justifications for that move and the move is approved by a DFCS supervisor.

o. No child shall be placed in more than one emergency or temporary facility within one episode of foster care, unless an immediate placement move is necessary to protect the safety of the child or of others as certified in writing by the Regional Director.

p. <u>By the end of Implementation Period Three</u>:

1) All foster care settings, including relative placements, shall be screened prior to the initial placement of foster children in accordance with this Modified Settlement Agreement.

2) No foster child shall be placed or remain in a foster care setting that does not meet DFCS licensure standards consistent with Modified Settlement Agreement requirements, unless so ordered by the Youth Court over DFCS objection.

3) Within 120 days of the start of Implementation Period 3, Defendants shall develop and implement an expedited process for licensing screened relative caregivers to enable a child to be placed quickly with relatives upon entering placement.

4) All unlicensed placements in which foster children are residing as of the date the Court approves this Modified Settlement Agreement that meet the requirements of the licensure process shall be licensed. All children who

have been living in any of those unlicensed placements that do not meet the requirements of the licensure process shall have been moved into licensed and appropriate resource home placements, unless the Youth Court orders that the child not be moved.

5) All placements approved for relative placement after the date the Court enters this Modified Settlement Agreement shall undergo the full licensing procedure within 90 days of a child's placement.

6) No more than 40 children under 10 years of age shall be placed in a congregate care setting (including group homes and shelters) unless the child has exceptional needs that cannot be met in a relative or foster family home or the child is a member of a sibling group, and the Regional Director has granted express written approval for the congregate-care placement.

7) No more than 180 children shall be placed in more than one emergency or temporary facility within one episode of foster care, unless an immediate placement move is necessary to protect the safety of the child or of others as certified in writing by the Regional Director.

8) No foster child shall remain in an emergency or temporary facility for more than 45 calendar days, unless, in exceptional circumstances, the Field Operations Director has granted express written approval for the extension that documents the need for the extension.

9) No child shall spend more than 12 hours at a time in a DFCS office or other non-residential facility that provides intake functions. Defendants shall be exempt from maintaining and producing data reports regarding this requirement.

10) No more than 30% of resource homes shall provide care to a number of children in excess of the Modified Settlement Agreement resource home population limitations.

11) At least 60% of children with special needs shall be matched with placement resources that can meet their therapeutic and medical needs.

12) At least 75% of children in DFCS custody shall be placed in the least restrictive setting that meets their individual needs consistent with Modified Settlement Agreement requirements.

13) At least 80% of siblings who entered DFCS custody at or near the same time shall be placed together consistent with Modified Settlement Agreement requirements.

14) At least 40% of children in DFCS custody placed in a new placement during the Period shall have their currently available medical, dental, educational, and psychological information provided to their resource

parents or facility staff no later than at the time of any new placement during the Period.

15) At least 35% of children in DFCS custody with a documented indication that they were to be subject to a potential or actual placement disruption during the Period shall receive a meeting to address placement stability consistent with Modified Settlement Agreement requirements.

16) At least 85% of children who entered DFCS custody shall be placed within his/her own county or within 50 miles of the home from which he/she was removed unless one of the exceptions provided in the Modified Settlement Agreement is documented as applying.

q. By the end of Implementation Period Four:

1) DFCS shall ensure that each county office has access to resource workers within its region having the ability to ascertain the placement resources available and their suitability for each particular child needing placement.

2) No child under 10 years of age shall be placed in a congregate care setting (including group homes and shelters) unless the child has exceptional needs that cannot be met in a relative or foster family home or the child is a member of a sibling group, and the Regional Director has granted express written approval for the congregate-care placement.

3) No child shall be placed in more than one emergency or temporary facility within one episode of foster care, unless an immediate placement move is necessary to protect the safety of the child or of others as certified in writing by the Regional Director.

4) No more than 10% of foster children shall be moved from his/her existing placement to another foster placement unless DFCS specifically documents in the child's case record justifications for that move and the move is approved by a DFCS supervisor.

5) No more than 20% of resource homes shall provide care to a number of children in excess of the Modified Settlement Agreement resource home population limitations.

6) At least 85% of children with special needs shall be matched with placement resources that can meet their therapeutic and medical needs.

7) At least 85% of children in DFCS custody shall be placed in the least restrictive setting that meets their individual needs consistent with Modified Settlement Agreement requirements.

8) At least 90% of siblings who entered DFCS custody at or near the same time shall be placed together consistent with Modified Settlement Agreement requirements.

9) At least 60% of children in DFCS custody placed in a new placement during the Period shall have their currently available medical, dental, educational, and psychological information provided to their resource parents or facility staff no later than at the time of any new placement during the Period.

10) At least 60% of children in DFCS custody with a documented indication that they were to be subject to an actual placement disruption during the Period shall receive a meeting to address placement stability consistent with Modified Settlement Agreement requirements.

11) At least 90% of children who entered DFCS custody shall be placed within his/her own county or within 50 miles of the home from which he/she was removed unless one of the exceptions provided in the Modified Settlement Agreement is documented as applying.

r. By the end of Implementation Period Five:

1) No more than 5% of foster children shall be moved from his/her existing placement to another foster placement unless DFCS specifically documents in the child's case record justifications for that move and the move is approved by a DFCS supervisor.

2) No more than 10% of resource homes shall provide care to a number of children in excess of the Modified Settlement Agreement resource home population limitations.

3) At least 95% of children with special needs shall be matched with placement resources that can meet their therapeutic and medical needs.

4) At least 95% of children in DFCS custody shall be placed in the least restrictive setting that meets their individual needs consistent with Modified Settlement Agreement requirements.

5) At least 95% of siblings who entered DFCS custody at or near the same time shall be placed together consistent with Modified Settlement Agreement requirements.

6) At least 80% of children in DFCS custody placed in a new placement during the Period shall have their currently available medical, dental, educational, and psychological information provided to their resource parents or facility staff no later than at the time of any new placement during the Period.

7) At least 80% of children in DFCS custody with a documented indication that they were to be subject to a potential or actual placement disruption during the Period shall receive a meeting to address placement stability consistent with Modified Settlement Agreement requirements.

8) 95% of children who entered DFCS custody shall be placed within his/her own county or within 50 miles of the home from which he/she was removed unless one of the exceptions provided in the Modified Settlement Agreement is documented as applying.

s. Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 80% of the foster children in that region who enter custody or experience a placement change shall be placed in accordance with each of the child placement requirements of Section II.B.2.

t. Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 90% of the foster children in that region who enter custody or experience a placement change shall be placed in accordance with each of the child placement requirements of Section II.B.2.

3. **Physical and Mental Health Care**

a. Every child entering foster care shall receive a health screening evaluation from a qualified medical practitioner within 72 hours after placement that is in accordance with the health screening recommended by the American Academy of Pediatrics.

b. Every child entering foster care shall receive a comprehensive health assessment within 30 days of the placement. The assessment shall be in accordance with the recommendations of the American Academy of Pediatrics, except that dental exams shall be governed by Section II.B.3.e of the Modified Settlement Agreement.

c. Nothing in the above paragraphs shall prohibit the initial health screening evaluation and the comprehensive health assessment from being conducted in one clinical visit. However, in such instances, this combined visit shall be conducted within 72 hours of placement.

d. All children shall receive periodic medical examinations and all medically necessary follow-up services and treatment throughout the time they are in state custody, in accordance with the time periods recommended by the American Academy of Pediatrics.

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

f. Every child four years old and older shall receive a mental health assessment by a qualified professional within 30 calendar days of foster care placement. Every foster child who reaches the age of four in care shall receive a mental health assessment within 30 calendar days of his/her fourth birthday. Every foster child shall receive recommended mental health services pursuant to his/her assessment.

g. Every foster child ages birth through three shall receive a developmental assessment by a qualified professional within 30 days of foster care placement, and each child older than three shall be provided with a developmental assessment if there are documented factors that indicate such an assessment is warranted. All foster children shall be provided with needed follow-up developmental services.

h. Nothing in the above paragraphs shall prohibit the developmental assessment and the comprehensive health assessment from being conducted in one clinical visit.

i. <u>By the end of Implementation Period Three</u>:

1) At least 50% of children entering custody during the Period shall receive a health screening evaluation from a qualified medical practitioner within 72 hours after placement that is in accordance with the health screening recommended by the American Academy of Pediatrics.

2) At least 50% of children entering custody during the Period shall receive a comprehensive health assessment consistent with Modified Settlement Agreement requirements within 30 calendar days of entering care.

3) At least 75% of children in custody during the Period shall receive periodic medical examinations and all medically necessary follow-up services and treatment consistent with Modified Settlement Agreement requirements.

4) At least 60% of children three years old and older entering custody during the Period or in care and turning three years old during the Period shall receive a dental examination within 90 calendar days of foster care placement or their third birthday, respectively.

5) At least 60% of children in custody during the Period shall receive a dental examination every six months consistent with Modified Settlement Agreement requirements and all medically necessary dental services.

6) At least 50% of children four years old and older entering custody during the Period or in care and turning four years old during the Period shall receive a mental health assessment by a qualified professional within 30 calendar days of foster care placement or their fourth birthday, respectively.

7) At least 70% of children who received a mental health assessment during the period shall receive all recommended mental health services pursuant to their assessment.

8) At least 30% of children in custody ages birth through three during the Period, and older children if factors indicate it is warranted, shall receive a developmental assessment by a qualified professional within 30 calendar days of foster care placement and all needed developmental services.

j. By the end of Implementation Period Four:

1) At least 70% of children entering custody during the Period shall receive a health screening evaluation from a qualified medical practitioner within 72 hours after placement that is in accordance with the health screening recommended by the American Academy of Pediatrics.

2) At least 70% of children entering custody during the Period shall receive a comprehensive health assessment consistent with Modified Settlement Agreement requirements within 30 calendar days of entering care.

3) At least 85% of children in custody during the Period shall receive periodic medical examinations and all medically necessary follow-up services and treatment consistent with Modified Settlement Agreement requirements.

4) At least 75% of children three years old and older entering custody during the Period or in care and turning three years old during the Period shall receive a dental examination within 90 calendar days of foster care placement or their third birthday, respectively.

5) At least 80% of children in custody during the Period shall receive a dental examination every six months consistent with Modified Settlement Agreement requirements and all medically necessary dental services.

6) At least 70% of children four years old and older entering custody during the Period or in care and turning four years old during the Period shall receive a mental health assessment by a qualified professional within 30 calendar days of foster care placement or their fourth birthday, respectively.

7) At least 80% of children who received a mental health assessment during the period shall receive all recommended mental health services pursuant to their assessment.

8) At least 60% of children in custody ages birth through three during the Period, and older children if factors indicate it is warranted, shall receive a developmental assessment by a qualified professional within 30 calendar days of foster care placement and all needed developmental services.

k. By the end of Implementation Period Five:

1) At least 90% of children entering custody during the Period shall receive a health screening evaluation from a qualified medical practitioner within 72 hours after placement that is in accordance with the health screening recommended by the American Academy of Pediatrics.

2) At least 90% of children entering custody during the Period shall receive a comprehensive health assessment consistent with Modified Settlement Agreement requirements within 30 calendar days of entering care.

3) At least 95% of children in custody during the Period shall receive periodic medical examinations and all medically necessary follow-up services and treatment consistent with Modified Settlement Agreement requirements.

4) At least 90% of children three years old and older entering custody during the Period or in care and turning three years old during the Period shall receive a dental examination within 90 calendar days of foster care placement or their third birthday, respectively.

5) At least 90% of children in custody during the Period shall receive a dental examination every six months consistent with Modified Settlement Agreement requirements and all medically necessary dental services.

6) At least 90% of children four years old and older entering custody during the Period or in care and turning four years old during the Period shall receive a mental health assessment by a qualified professional within 30 calendar days of foster care placement or their fourth birthday, respectively.

7) At least 90% of children who received a mental health assessment during the period shall receive all recommended mental health services pursuant to their assessment.

8) At least 80% of children in custody ages birth through three during the Period, and older children if factors indicate it is warranted, shall receive a developmental assessment by a qualified professional within 30 calendar days of foster care placement and all needed developmental services.

l. Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 80% of foster children in that region who enter custody shall receive physical and mental health care in accordance with each of the Modified Settlement Agreement Requirements.

m. Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 90% of foster children in that region who enter custody shall receive physical and mental health care in accordance with each of the Modified Settlement Agreement requirements.

4. **Therapeutic Services**

a. Each foster child requiring therapeutic and rehabilitative foster care services because of a diagnosis of significant medical, developmental, emotional, or behavioral problems shall be provided with a treatment plan and shall be provided with these services in accordance with the plan.

b. By the end of Implementation Period Three:

1) At least 60% of children in custody during the Period requiring therapeutic and/or rehabilitative foster care services because of a diagnosis of significant medical, developmental, emotional, or behavioral problems shall be provided with a treatment plan and services in accordance with their plan.

c. By the end of Implementation Period Four:

1) At least 80% of children in custody during the Period requiring therapeutic and/or rehabilitative foster care services because of a diagnosis of significant medical, developmental, emotional, or behavioral problems shall be provided with a treatment plan and services in accordance with their plan.

d. By the end of Implementation Period Five:

1) At least 90% of children in custody during the Period requiring therapeutic and/or rehabilitative foster care services because of a diagnosis of significant medical, developmental, emotional, or behavioral problems shall be provided with a treatment plan and services in accordance with their plan.

e. Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 80% of the foster children in that region who are in custody and require therapeutic and/or rehabilitative foster care services because of a diagnosis of significant medical, developmental, emotional, or behavioral problems shall be provided with a treatment plan and services during that period in accordance with their plan.

f. Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 90% of the foster children in that region who are in custody and require therapeutic and/or rehabilitative foster care services because of a diagnosis of significant medical, developmental, emotional, or behavioral problems shall be provided with a treatment plan and services during that period in accordance with their plan.

5. **Worker Contact and Monitoring**

a. Regardless of whether a child's foster care placement is being directly supervised by DFCS or by a contract agency, the assigned DFCS caseworker (either County of Service or County of Responsibility) shall meet with the child in person and, where age-appropriate, alone at least twice monthly to assess the child's safety and well-being, service delivery, and achievement of permanency and other service goals. At least one visit per month shall take place in the child's placement.

b. For a child with a permanency goal of reunification, the child's assigned DFCS caseworker shall meet with the child's parent(s) with whom the child is to be reunified at least monthly to assess service delivery and achievement of service goals, to keep the family informed and involved in decisions about the child, and to remain current about the family's circumstances.

c. A DFCS foster care worker shall regularly communicate with resource parents (therapeutic and non-therapeutic) who have one or more foster children residing in their home and visit the home at least monthly to (1) share all relevant and legally disclosable information concerning the foster child; (2) evaluate the foster child's safety, needs and wellbeing; and (3) monitor service delivery and achievement of service goals.

d. All required visits and contacts shall be documented in the child's case record.

e. By the end of Implementation Period Three:

1) At least 60% of children in custody shall receive documented twice-monthly in-person visits by the assigned DFCS caseworker during the Period, consistent with Modified Settlement Agreement requirements.

2) At least 40% of children with a goal of reunification shall have their assigned DFCS caseworker meet monthly with the child's parents, during the Period, consistent with Modified Settlement Agreement requirements, and this visit shall be documented in the child's case record.

3) At least 40% of resource parents (therapeutic and non-therapeutic) with at least one foster child residing in their home during the Period shall have a DFCS worker visit the home monthly, consistent with Modified Settlement Agreement requirements, and this visit shall be documented in the children's case records.

f. By the end of Implementation Period Four:

1) At least 80% of children in custody shall receive documented twice-monthly in-person visits by the assigned DFCS caseworker during the Period, consistent with Modified Settlement Agreement requirements.

2) At least 60% of children with a goal of reunification shall have their assigned DFCS caseworker meet monthly with the child's parents, during the Period, consistent with Modified Settlement Agreement requirements, as documented in the child's case record.

3) At least 60% of resource parents (therapeutic and non-therapeutic) with at least one foster child residing in their home during the Period shall have a DFCS worker visit the home monthly, consistent with Modified Settlement Agreement requirements, as documented in the children's case records.

g. By the end of Implementation Period Five:

1) At least 90% of children in custody shall receive documented twice-monthly in-person visits by the assigned DFCS caseworker during the Period, consistent with Modified Settlement Agreement requirements.

2) At least 90% of children with a goal of reunification shall have their assigned DFCS caseworker meet monthly with the child's parents, during the Period, consistent with Modified Settlement Agreement requirements, as documented in the child's case record.

3) At least 90% of resource parents (therapeutic and non-therapeutic) with at least one foster child residing in their home during the Period shall have a DFCS worker visit the home monthly, consistent with Modified Settlement Agreement requirements, as documented in the children's case records.

h. Beginning by the date as set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 70% of children in custody in that region shall have received documented twice-monthly in-person visits by the assigned DFCS

caseworker during the preceding 12-month period, consistent with Modified Plan requirements.

2) At least 80% of children in that region with a goal of reunification shall have had their assigned DFCS caseworker meet monthly with the child's biological parent(s) with whom that child is to be reunified consistent with Modified Plan requirements, as documented in the child's case record.

3) At least 80% of foster parents in that region with at least one foster child residing in their home during the preceding 12-month period shall have had a DFCS worker visit the home monthly, consistent with Modified Plan requirements, as documented in the children's case records.

i. Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 90% of foster children in custody in that region shall receive documented twice-monthly in-person visits by the assigned DFCS caseworker, consistent with Modified Settlement Agreement requirements.

2) At least 90% of foster children in that region with a goal of reunification shall have their assigned DFCS caseworker meet monthly with the child's parent(s) with whom the child is to be reunified, consistent with Modified Settlement Agreement requirements, as documented in the child's case record.

3) At least 90% of resource parents in that region with at least one foster child residing in their home shall have a DFCS worker visit the home monthly, consistent with Modified Settlement Agreement requirements, as documented in the children's case records.

6. **Permanency**

a. **Permanency Roundtables**

1) Defendants shall implement a permanency roundtable process to target a population of children as indicated below with the goal of moving these children toward permanency. DFCS shall first hold permanency roundtable reviews in the applicable implementing regions for children who have been in DFCS custody for 36 months or longer and who have not achieved legal permanency.

2) Permanency roundtables shall be conducted by a permanency roundtable team consisting of a master practitioner and/or permanency consultant, a scribe, a neutral facilitator, the caseworker, and the supervisor. Prior to conducting any roundtables, the participating DFCS staff, court personnel, and community stakeholders shall be trained on the roundtable process.

3) Once there are fewer than ten children in an implementing region who have been in custody 36 months or longer and who meet the roundtable requirements, the implementing region shall begin holding roundtable sessions for those children in custody 24 months or longer who have not achieved legal permanence.

4) Defendants shall have implemented permanency roundtables statewide and every region that began the permanency roundtable process before Period 5 shall have held at least two rounds of permanency roundtables in addition to engaging in permanency follow-up activities.

b. By the end of Implementation Period Four:

1) Defendants shall hold training sessions for DFCS's Training Unit Staff on the Permanency Values Training and Permanency Skills Training Curricula.

2) Defendants shall conduct permanency roundtables in three additional regions.

c. By the end of Implementation Period Five:

1) Defendants shall have conducted permanency roundtable reviews for children who have been in DFCS custody for 36 months or longer and who have not achieved legal permanency. DFCS shall have achieved legal permanency, identified permanent connections, or obtained an enhanced permanency status for at least 90% of all children in the region who have been in DFCS custody for 36 months or longer and who have not achieved legal permanency.

2) DFCS shall have conducted permanency roundtable reviews for all children who have been in DFCS custody for 24 months or longer and who have not achieved legal permanency. DFCS shall have achieved legal permanency, identified permanent connections or obtained an enhanced permanency status for at least 80% of these children.

7. **Adoption**

a. Children in custody with the primary permanency goal of adoption shall have an assigned adoption specialist and an adoption plan that identifies the child-specific activities that Defendants will undertake to achieve adoption and the timeframes in which the activities will be undertaken. The adoption specialist shall be responsible for consulting with private and public professionals and identifying and ensuring the provision of targeted services necessary for the child to be adopted. An adoption status meeting with the DFCS caseworker, the adoption specialist, and the caseworker's direct supervisor to review the progress being made in achieving the goal of adoption shall occur weekly for infants and monthly for all other children awaiting adoption, and shall be noted in the child's case record.

b. By the end of Implementation Period Four:

Defendants shall maintain a process for advising all potential adoptive families, including any resource family caring for a child who has become legally available for adoption, of the availability of adoption subsidies. This notification shall be documented in the child's record, and the family's access to such subsidies shall be facilitated.

c. By the end of Implementation Period Five:

1) Defendants shall provide and maintain an approval process by which foster parents and adoptive parents may be approved simultaneously, so that whenever possible and appropriate, placement moves can be minimized and resource parents can be eligible to adopt the children for whom they have been providing foster care. A resource parent who has been providing foster care for a child for 12 months shall be given preference as an adoptive parent for that child should he/she become legally available for adoption, unless DFCS documents why the placement is unsuitable for adoption.

2) Defendants shall establish and maintain a system of post-adoptive services to stabilize and maintain adoptive placements. All adoptive families eligible for adoption subsidies shall have access to these services, which shall include respite services; counseling, mental health treatment, and crisis intervention; family preservation and stabilization services; and peer support.

3) At least 90% of children in custody with the primary permanency goal of adoption during the Period shall have an assigned adoption specialist and an adoption plan that identifies the child-specific activities that Defendants will undertake to achieve adoption, and shall receive regular adoption status meetings consistent with Modified Settlement Agreement requirements during the Period.

d. Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

At least 90% of children in custody in that region with the primary permanency goal of adoption during the Period shall have an assigned adoption specialist and an adoption plan that identifies the child-specific activities that Defendants will undertake to achieve adoption, and shall receive regular adoption status meetings consistent with Modified Settlement Agreement requirements during the Period.

e. Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model

At least 95% of children in custody in that region with the primary permanency goal of adoption during the Period shall have an assigned adoption specialist and an adoption plan that identifies the child-specific activities that Defendants will undertake to achieve adoption, and shall receive regular adoption status meetings consistent with Modified Settlement Agreement requirements during the Period.

**C. Outcome Measures**

The following child welfare outcome measures shall be met and measured annually.

1. **Number of Placements** (Temporary breaks in placement for children who run away, require emergency hospitalization or respite care not exceeding 14 days, or who are in residential schools such as schools for the vision or hearing impaired or colleges and universities, and who return to their immediately prior placement, shall not count as additional placements.)

   a. In the last year, at least 86.7% of children state-wide in care less than 12 months from the time of latest removal from home shall have had two or fewer placements.

   b. By the end of Implementation Period Three:

      1) In the last year, at least 60% of children state-wide in care less than 12 months from the time of latest removal from home shall have had two or fewer placements.

   c. By the end of Implementation Period Four:

      1) In the last year, at least 75% of children state-wide in care less than 12 months from the time of latest removal from home shall have had two or fewer placements.

   d. By the end of Implementation Period Five:

      1) At least 86.7% of children state-wide in care less than 12 months from the time of latest removal from home shall have had two or fewer placements.

2. **Abuse/Neglect/Maltreatment in Care** (This measure shall apply to reports of abuse, neglect, or maltreatment of children while in DFCS custody.)

   a. The rate of abuse or maltreatment in care in the last year shall not exceed 0.33%.

b. By the end of Implementation Period Three:

1) The rate of abuse or maltreatment in care in the last year shall not exceed 1.00%.

c. By the end of Implementation Period Four:

1) The rate of abuse or maltreatment in care in the last year shall not exceed 0.50%.

d. By the end of Implementation Period Five:

1) The rate of abuse or maltreatment in care in the last year shall not exceed 0.33%.

## III. REQUIREMENTS TO BE IMPLEMENTED REGION-BY-REGION:

Defendants shall meet the following requirements, standards, interim benchmarks, and outcome measures on a region-by-region basis as regions implement the Practice Model and in accordance with the timeframes set forth below and in Appendix "A". For those requirements which are required to be met from the time that a region has fully implemented the Practice Model, compliance will not be measured by looking back in time at practice that pre-dates full implementation. For those requirements which are required to be met 12 months after full implementation of the Practice Model, compliance will not be measured by looking back in time at practice that pre-dates the 12 month period following full implementation. After all thirteen regions have fully implemented the practice model, all standards, benchmarks, and outcome measures in this Modified Settlement Agreement shall be measured and required statewide and shall no longer be measured on a region-by-region basis.

### A. Systemic Infrastructure Standards

#### 1. Continuous Quality Improvement

a. No later than the date set forth in Appendix "A" by which a region shall have fully implemented the Practice Model, the CQI system shall measure compliance in that region with the foster care service standard requirements of this Modified Settlement Agreement and shall ensure remediation of any identified deficiencies.

b. At the time that the last region listed in Appendix "A" has fully implemented the Practice Model, the CQI system shall monitor and evaluate state-wide the quality of services provided by DFCS and independent contractors and other provider organizations. The CQI system shall measure compliance state-wide with the foster care service standard requirements of this Modified Settlement Agreement and shall ensure remediation of any identified deficiencies.

2. **Recruitment and Retention of Foster Families and Therapeutic Service Providers**

   a. DFCS shall make available, either directly or through contract, a sufficient number of appropriate placements for all children in its physical and legal custody.

   b. DFCS shall make available resource parent training classes beginning every 60 calendar days in every region with individualized training available as needed, and at times convenient for the foster family.

   c. DFCS shall secure services for resource parents to prevent and reduce stress and family crisis.

**B. Foster Care Service Standards**

1. **Comprehensive Family Assessments**

   a. Within 30 days of taking a child into custody, DFCS shall complete a comprehensive family assessment which shall be developed through meetings (1) with the child and the assigned DFCS caseworker; (2) with the child's parents and the assigned DFCS caseworker; and (3) with the foster care provider and the assigned DFCS caseworker, and the comprehensive family assessment shall be maintained in the child's case record.

   b. In all cases in which the whereabouts of one or both parents is unknown, DFCS shall immediately institute a diligent search for the parent(s), which shall be documented in the child's case record.

   c. In instances in which it is impossible to meet with one or both parents, the assessment process will proceed as described above, notwithstanding the parent's absence.

   d. <u>Beginning by the date set forth in Appendix "A" that a DFCS region has undergone the Initial Practice Model Implementation Period</u>:

      1) All caseworkers assigned to active cases, and their supervisors, will have undergone training on the family team meeting protocols.

   e. <u>Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model</u>:

      1) At least 80% of foster children in that region who enter custody shall have a thorough screening and assessment, consistent with Modified Settlement Agreement requirements, within 30 calendar days of entering custody.

      2) In at least 80% of placement cases in that region in which the whereabouts of one or both parents is unknown, DFCS shall immediately institute a

diligent search for the parent(s), which shall be documented in the child's case record.

f. Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 90% of foster children in that region who enter custody shall have a comprehensive family assessment, consistent with Modified Settlement Agreement requirements, within 30 calendar days of entering custody.

2) In at least 90% of placement cases in that region in which the whereabouts of one or both parents is unknown, DFCS shall immediately institute a diligent search for the parent(s), which shall be documented in the child's case record.

g. As of the date upon which the last region has fully implemented the Practice Model, performance on this comprehensive family assessment requirement shall be measured and required state-wide and shall no longer be measured on a region-by-region basis.

2. **Individualized Case Planning**

a. Within 30 calendar days of a child's entrance into foster care, the DFCS caseworker shall convene a family team meeting and develop a service plan that addresses the strengths, needs and services required for both the child and the parents as explored during that family team meeting.

b. A family team meeting shall be held at least quarterly. The service plan shall be reviewed and updated quarterly or more frequently as needed, including within 30 days of a placement change.

c. Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 80% of foster children in that region who enter custody shall have a family team meeting and service plans shall be developed for both the child and the parents, consistent with Modified Settlement Agreement requirements, within 30 calendar days of entry into foster care.

2) At least 80% of foster children in that region who enter custody shall have family team meetings at least quarterly, and their service plans shall be updated quarterly, as well as within 30 calendar days of any placement or other significant change, consistent with Modified Settlement Agreement requirements.

d. Beginning by 12 months following the date as set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 90% of foster children in that region who enter custody shall have a family team meeting and service plans shall be developed for both the child and the parents, consistent with Modified Settlement Agreement requirements, within 30 calendar days of entry into foster care.

2) At least 90% of foster children in that region who enter custody shall have family team meetings at least quarterly, and their service plans shall be updated quarterly, as well as within 30 calendar days of a placement change, consistent with Modified Settlement Agreement requirements.

e. As of the date upon which the last region has fully implemented the Practice Model, performance on these service plan requirements shall be measured and required state-wide and shall no longer be measured on a region-by-region basis.

3. **Child and Youth Permanency**

a. **Permanency Plan:**

1) Defendants shall work with service providers, resource parents, the child, and the family to develop and document in the child's case record a permanency plan that specifies the permanency goal, a timeframe for achieving permanency, and activities that support permanency.

2) Within 30 calendar days of the child's initial placement, a permanency plan shall be developed that specifies the permanency goal, a timeframe for achieving permanency, and activities that support permanency.

3) No child shall be assigned a permanency goal of durable legal custody unless there are documented efforts in the child's case record to move the child to adoption and documentation of a reasonable basis why it is in the child's best interests not to be considered for adoption.

4) No child shall be assigned a permanency goal of permanent foster care.

5) If DFCS concludes, after considering reunification, adoption, durable legal custody, and permanent placement with a relative, that these permanency plans are inappropriate or unavailable for a child, DFCS may assign a permanency goal of Another Permanent Planned Living Arrangement (APPLA) for the child. In such circumstances, (1) the child must be at least 16 years old and (2) DFCS must document to the Youth Court a compelling reason why this permanency goal is in the best interest of the child and more appropriate than reunification, adoption, durable legal custody, or permanent placement with a relative.

6) Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

   (a) At least 90% of foster children in that region who enter custody shall have a permanency plan within 30 calendar days of their entry into care consistent with Modified Settlement Agreement requirements.

   (b) At least 90% of foster children in custody in that region shall have a permanency plan that is consistent with Modified Settlement Agreement requirements.

7) Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

   (a) At least 95% of foster children in that region who enter custody shall have a permanency plan within 30 calendar days of their entry into care consistent with Modified Settlement Agreement requirements.

   (b) At least 95% of foster children in custody in that region shall have a permanency plan that is consistent with Modified Settlement Agreement requirements.

8) As of the date upon which the last region has fully implemented the Practice Model, performance on these permanency planning requirements shall be measured and required state-wide and shall no longer be measured on a region-by-region basis.

b. **Concurrent Planning:**

1) For children with the goal of reunification, DFCS shall begin, within the first six months of the child's entry into care, to engage in concurrent planning.

2) Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

   (a) At least 90% of children in custody in that region with the goal of reunification shall have case record documentation reflecting active concurrent permanency planning consistent with Modified Settlement Agreement requirements.

3) Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

   (a) At least 95% of children in custody in that region with the goal of reunification shall have case record documentation reflecting active concurrent permanency planning consistent with Modified Settlement Agreement requirements.

4) As of the date upon which the last region has fully implemented the Practice Model, performance on this concurrent planning requirement shall be measured and required state-wide and shall no longer be measured region-by-region.

c. **Permanency Plan Updating and Review:**

1) A child's permanency plan shall be reviewed in a court or administrative case review at least every six months. Foster care reviews shall satisfy this administrative case review requirement. DFCS will take reasonable steps, including written notice, to ensure the participation of the child, parents, caregivers, and relevant professionals in court or administrative reviews.

2) DFCS will take reasonable steps to ensure that a court review, which may be called a review, dispositional, or permanency hearing, is held for each child in foster care custody within 12 months of initial placement, and annually thereafter.

3) DFCS shall review all documented exceptions under the federal Adoption and Safe Families Act ("ASFA") for children who have spent more than 17 of the previous 22 months in foster care during the child's foster care review.

4) Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

(a) At least 90% of foster children in that region who have been in custody for at least six months shall have a timely court or administrative case review consistent with Modified Settlement Agreement requirements.

(b) At least 90% of foster children in that region who have been in custody for at least 12 months shall have a timely annual court review consistent with Modified Settlement Agreement requirements.

5) Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

(a) At least 95% of foster children in that region who have been in custody for at least six months shall have a timely court or administrative case review consistent with Modified Settlement Agreement requirements.

(b) At least 95% of foster children in that region who have been in custody in that region for at least 12 months shall have a timely annual court review consistent with Modified Settlement Agreement.

6) As of the date upon which the last region has fully implemented the Practice Model, performance on this permanency planning update and review requirement shall be measured and required state-wide and shall no longer be measured on a region-by-region basis.

d. **Reunification Services:**

1) When the child's permanency goal is reunification, DFCS shall identify in the service plan and make available directly or through referral those services DFCS deems necessary to address the behaviors or conditions resulting in the child's placement in foster care and to help the parents develop strategies to facilitate permanency for the child. Caseworkers will monitor the provision of services through visits and updating of service plans.

2) For a child with a permanency goal of reunification, the child's assigned DFCS caseworker shall meet with the child's parent(s) with whom the child is to be reunified at least monthly to assess service delivery and achievement of service goals, to keep the family informed and involved in decisions about the child, and to remain current about the family's circumstances.

3) For children with a permanency goal of reunification, the case record shall document opportunities provided to parents in support of reunification.

4) <u>Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model</u>:

(a) At least 80% of foster children in that region with a permanency goal of reunification shall have service plans for their parents that identify those services DFCS deems necessary to address the behaviors or conditions resulting in the child's placement in foster care, and case record documentation that DFCS made those identified services available directly or through referral.

5) <u>Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model</u>:

(a) At least 90% of foster children in that region with a permanency goal of reunification shall have service plans for their parents that identify those services DFCS deems necessary to address the behaviors or conditions resulting in the child's placement in foster care and case record documentation that DFCS made those identified services available directly or through referral.

6) As of the date upon which the last region has fully implemented the Practice Model, performance on these reunification requirements shall be

measured and required state-wide and shall no longer be measured on a region-by-region basis.

e. **Termination of Parental Rights:**

1) A termination of parental rights petition ("petition to TPR") shall be filed on behalf of children who have spent 17 of the previous 22 months in foster care by the last day of a child's seventeenth month in care, unless an available exception under ASFA has been documented by Defendants in the child's case record.

2) Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

(a) At least 80% of foster children in that region who reach the point at which they have spent 17 of the previous 22 months in foster care shall have a petition to TPR filed on their behalf or an available exception under the federal ASFA documented by the end of their seventeenth month in care.

(b) At least 80% of foster children in that region who have spent more than 17 of the previous 22 months in foster care without a TPR petition filed on their behalf or an available ASFA exception documented shall have such a petition filed or an available exception documented.

3) Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

(a) At least 90% of foster children in that region who reach the point at which they have spent 17 of the previous 22 months in foster care shall have a petition to TPR filed on their behalf or an available exception under the federal ASFA documented by the last day of their seventeenth month in care.

(b) At least 90% of foster children in that region who have spent more than 17 of the previous 22 months in foster care without a TPR petition filed on their behalf or an available ASFA exception documented shall have such a petition filed or an available exception documented.

4) As of the date upon which the last region has fully implemented the Practice Model, performance on this termination of parental rights requirement shall be measured and required state-wide and shall no longer be measured on a region-by-region basis.

4. **Case Recordings**

a. DFCS caseworkers shall compile, maintain, and keep current complete child welfare case records.

b. Beginning by the date as set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 90% of child welfare case records in that region will be current and complete.

c. Beginning by 12 months following the date as set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 95% of child welfare case records in that region will be current and complete.

d. As of the date upon which the last region has fully implemented the Practice Model, performance on this case recording requirement shall be measured and required state-wide and shall no longer be measured on a region-by-region basis.

5. **Developing and Maintaining Connections**

a. For all children entering foster care, a visitation plan for the child and his/her family shall be developed as part of the service plan. This visitation plan shall be developed and regularly updated in collaboration with parents, resource parents, and the child. If parental visitation is appropriate based on the above factors, this visitation plan shall include a minimum of two visits per month with the parents (unless a court order in the child's case limits such visits). For all children, regardless of permanency goal, this visitation plan shall include at least one visit per month with any siblings not in the same placement (unless a court order in the child's case limits such visits).

b. DFCS shall arrange contact for the child with his/her parents and with any siblings not in the same placement within 24 hours of foster care placement unless there are documented reasons why contact should not occur. If a visit cannot be arranged within 24 hours, a telephone call to parents, siblings, or extended family members must be provided to the child.

c. DFCS caseworkers shall take all reasonable steps to ensure the implementation of each child's visitation plan. DFCS and its contracting agencies shall implement a policy that prohibits cancellation of visits as a disciplinary action.

d. Beginning by the date as set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 80% of foster children in that region shall be provided with contacts with their parents and with any siblings not in the same placement consistent with Modified Settlement Agreement requirements, unless it is documented that a parent or sibling failed to make himself or herself available.

e. Beginning by 12 months following the date as set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 90% of foster children in that region shall be provided with contacts with their parents and with any siblings not in the same placement consistent with Modified Settlement Agreement requirements, unless it is documented that a parent or sibling failed to make himself or herself available.

f. As of the date by which the last region has fully implemented the Practice Model, performance on these visitation planning and services requirements shall be measured and required state-wide and shall no longer be measured on a region-by-region basis.

6. **Educational Services**

a. DFCS caseworkers shall review the educational record of each child who enters custody for the purpose of identifying the child's general and, if applicable, special educational needs and shall document the child's educational needs within 30 calendar days of his/her entry into foster care.

b. DFCS shall take reasonable steps to ensure that school-age foster children are registered for and attending accredited schools within three business days of initial placement or any placement change, including while placed in shelters or other temporary placements.

c. DFCS shall make all reasonable efforts to ensure the continuity of a child's educational experience by keeping the child in a familiar or current school and neighborhood, when this is in the child's best interests and feasible, and by limiting the number of school changes the child experiences.

d. Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 80% of school-age foster children in that region who enter custody shall have their educational records reviewed and their educational needs documented by their DFCS caseworker within 30 calendar days of their entry into foster care.

2) At least 80% of school-age foster children in that region who enter custody or are subject to a change in schools due to a placement move shall be registered for and attending an accredited school within three business days of the initial placement or placement change, including while placed in shelters or other temporary placements, unless delayed by the Youth Court.

e. Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 90% of school-age foster children in that region who enter custody shall have their educational records reviewed and their educational needs documented by their DFCS caseworker within 30 calendar days of their entry into foster care.

2) At least 90% of school-age foster children in that region who enter custody or are subject to a change in schools due to a placement move shall be registered for and attending an accredited school within three business days of the initial placement or placement change, including while placed in shelters or other temporary placements, unless delayed by the Youth Court.

f. As of the date upon which the last region has fully implemented the Practice Model, performance on these educational requirements shall be measured and required state-wide and shall no longer be measured on a region-by-region basis.

7. **Transition to Independent Living**

a. DFCS shall provide each youth transitioning to independence with at least six months' advance notice of the cessation of any health, financial, or other benefits that will occur at the time of transition.

b. Each foster youth 14-20 years old, regardless of his/her permanency plan, shall be provided with an opportunity to participate in the creation of an Independent Living service plan for Independent Living preparation. DFCS shall provide each eligible youth with Independent Living services as set forth in his/her service plan.

c. DFCS shall ensure that each youth transitioning to independence has available an adequate living arrangement, a source of income, health care, independent living stipends, and education and training vouchers. DFCS shall assist youth in locating and/or enrolling in educational or vocational programs appropriate to their needs, interests, abilities, and goals, such as high school or GED programs; colleges or universities; vocational training programs; and special education services.

d. DFCS shall assist youth in obtaining or compiling the following documents and such efforts shall be documented in the child's case record:

1. an identification card;
2. a social security or social insurance number;
3. a resume, when work experience can be described;
4. a driver's license, when the ability to drive is a goal;
5. an original copy of the youth's birth certificate;
6. religious documents and information;

7. documentation of immigration, citizenship, or naturalization, when applicable;
8. documentation of tribal eligibility or membership;
9. death certificates when parents are deceased;
10. a life book or a compilation of personal history and photographs, as appropriate;
11. a list of known relatives, with relationships, addresses, telephone numbers, and permissions for contacting involved parties;
12. previous placement information; and
13. educational records, such as a high school diploma or general equivalency diploma, and a list of schools attended, when age-appropriate.

e. Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 90% of foster children in that region who are 14-20 years old shall be provided with Independent Living services as set forth in their service plan.

2) At least 80% of foster children in that region who are transitioning to independence shall have available an adequate living arrangement, a source of income, health care, independent living stipends, and education and training vouchers. DFCS shall also assist such children in obtaining, prior to transitioning to independent living, the necessary documents and information identified in the COA standard PA-FC 13.06 for emancipating youth. Those efforts shall be documented in the child's case record.

f. Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 95% of foster children in that region who are 14-20 years old shall be provided with Independent Living services as set forth in their service plan during the Period.

2) At least 90% of foster children in that region who are transitioning to independence shall have available an adequate living arrangement, a source of income, health care, independent living stipends, and education and training vouchers. DFCS shall assist such children in obtaining, prior to transitioning to independent living, the necessary documents and information identified in the COA standard PA-FC 13.06 for emancipating youth. Those efforts shall be documented in the child's case record.

g. As of the date upon which the last region has fully implemented the Practice Model, performance on these independent living services requirements shall be measured and required state-wide and shall no longer be measured on a region-by-region basis.

8. **Case Closing and Aftercare**

a. A recommendation to return a child to his/her home or to place the child in the custody of a relative shall be made at a meeting attended by the child's DFCS caseworker and the caseworker's supervisor. Defendants shall invite the worker from the private agency if the child is placed with a private agency, the resource parents (unless DFCS determines that the resource parents' attendance would be inappropriate), the parents or the relative assuming custody, and the child. An after-care plan shall be developed that identifies all of the services necessary to ensure that the conditions leading to the child's placement in foster care have been addressed, and that the child's safety and stability will be assured. DFCS shall take reasonable steps to provide or facilitate access to all services necessary to support the child during the trial home visit.

b. For each child who has a permanency goal of reunification and who is in fact placed in the home for the purpose of reunification, DFCS shall provide, subject to the approval of the Youth Court, such child with a 90-day trial home visit, unless that child had been in custody for less than 90 days. During any trial home visit period, a DFCS caseworker shall meet with the child in the home at least two times per month, and each meeting shall occur without the parent or caretaker present.

c. Before the end of any trial home visit period, there shall be a final family team meeting, which shall include the child's caseworker, the caseworker's supervisor, the child, and the parent or relative assuming custody, to determine the appropriateness of a final discharge. If final discharge is determined to be appropriate, DFCS shall make the appropriate application to the court to be relieved of custody.

d. <u>Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model</u>:

1) At least 70% of foster children in that region who are reunified and who were in custody longer than 90 days shall receive a 90-day trial home visit period or have case record documentation reflecting the Youth Court's objection to such a trial home visit. During that trial home visit period, the child's caseworker or a Family Preservation caseworker shall meet with the child in the home at least two times per month, and DFCS shall provide or facilitate access to all services identified in the child's after-care plan, consistent with Modified Settlement Agreement requirements.

e. <u>Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model</u>:

1) At least 90% of foster children in that region who are reunified and who were in custody longer than 90 days shall receive a 90-day trial home visit period or have case record documentation reflecting the Youth Court's

objection to such a trial home visit. During that trial home visit period, the child's caseworker shall meet with the child in the home at least two times per month, and DFCS shall provide or facilitate access to all services identified in the child's after-care plan, consistent with Modified Settlement Agreement requirements.

f. As of the date upon which the last region has fully implemented the Practice Model, performance on these case closing and aftercare requirements shall be measured and required state-wide and shall no longer be measured on a region-by-region basis.

**C. Outcome Measures**

The following child welfare outcome measures shall be met and shall be measured annually:

1. **Reunification**

At least 76.2% of children state-wide discharged from custody and reunified with their parents or caretakers in the last year shall have been reunified within 12 months of the latest removal from home.

a. Beginning by the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 60% of foster children in that region who are discharged from custody and reunified with their parents or caretakers shall be reunified within 12 months of the latest removal from home.

b. Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 70% of foster children in that region who are discharged from custody and reunified with their parents or caretakers shall be reunified within 12 months of the latest removal from home.

c. Beginning by 12 months after the date by which the last region has fully implemented the Practice Model:

1) At least 76.2% of foster children state-wide who are discharged from custody and reunified with their parents or caretakers shall have been reunified within 12 months of the latest removal from home.

2. **Time to Adoption Finalization**

At least 32% of children state-wide who were discharged in the last year upon the finalization of an adoption shall have had the adoption finalized within 24 months of the latest removal from home.

a. Beginning by the date as set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 25% of foster children in that region who are discharged upon finalization of an adoption shall have had the adoption finalized within 24 months of the latest removal from home.

b. Beginning by 12 months following the date set forth in Appendix "A" that a DFCS region has fully implemented the Practice Model:

1) At least 30% of foster children in that region who are discharged upon finalization of an adoption shall have had the adoption finalized within 24 months of the latest removal from home.

c. Beginning by 12 months after the date by which the last region has fully implemented the Practice Model:

1) At least 32% of foster children state-wide who were discharged upon the finalization of an adoption shall have had the adoption finalized within 24 months of the latest removal from home.

## IV. COA ACCREDITATION

DFCS's foster care services shall be accredited by COA pursuant to COA's relevant management and service standards.

## V. NAMED PLAINTIFFS

Each Agreement on Services and Plans for Named Plaintiffs entered into by the Parties pursuant to Section 4.G of the Stipulated Settlement Agreement approved by the Court on May 17, 2007 is hereby incorporated as enforceable provisions of this Modified Settlement Agreement.

## VI. MONITORING

**A.** The Parties agree that Grace Lopes shall be the Monitor of Defendants' compliance with this Modified Settlement Agreement and the annual implementation plans. Defendants shall provide the Monitor with the necessary resources to perform its duties.

**B.** The Monitor's duties shall be to confirm independently the data reports and statistics provided pursuant to this Modified Settlement Agreement and the annual implementation plans; conduct independent case record and qualitative reviews; review all plans and documents to be developed and produced by Defendants pursuant to this Modified Settlement Agreement; and report on Defendants' compliance in implementing the terms of the Modified Settlement Agreement and the annual implementation plans, and the achievement of the improved outcomes set forth therein. The Monitor shall provide the Court and the Parties with a telephonic status report on Defendants' implementation efforts no less frequently than every 90 days, and shall prepare reports that will address

those efforts and be released periodically, but no less than every six months unless the Parties and the Monitor agree otherwise. Each such report shall be presented to the Court at a Status conference no less frequently than every six months. In order to avoid duplication and to build capacity within the Agency, the Monitor will look first to Defendants' data and data analysis. Accordingly, Defendants shall provide the Monitor with access to all data reports produced in the regular course of business respecting topics covered by this Modified Settlement Agreement and the annual implementation plans. Notwithstanding the existence of Defendants' data, data analysis, and reports, however, the Monitor shall have the authority to prepare new reports on all topics covered by both this Modified Settlement Agreement and the annual implementation plans, to the extent the Monitor deems necessary.

**C.** Defendants agree to provide the Monitor with free and, upon request, private access to all individuals within DFCS and persons within the Executive Branch, as the Monitor chooses; to assist the Monitor in gaining access to other stakeholders in the child welfare system (including but not limited to the staff of contract providers); and to provide the Monitor with free access to all documents, data, and premises it deems relevant to its work (including but not limited to documents and data from contract agencies and courts). The Monitor agrees to respect the confidentiality of all information related to individually identifiable clients, subject to applicable law. Defendants shall take no adverse action against individuals or agencies because they shared information with the Monitor pursuant to this Modified Settlement Agreement.

**D.** The reports of the Monitor shall be public documents filed with the Court, except that any individually identifying information and any other confidential information protected from disclosure by law shall be redacted or otherwise removed from any public report. The Monitor shall provide copies of each of its reports to all named Defendants as well as to the heads of the State House and Senate Committees on Appropriations and Public Health. Any such information received by the Monitor, unless already public, shall not be made public without Defendants' prior written permission, except as incorporated into a public report of the Monitor.

**E.** The Parties shall have access, through the Monitor, to all information made available to the Monitor, and to all other information related to ensuring compliance with and enforcing this Modified Settlement Agreement and the annual implementation plans, subject to the existing confidentiality order in effect in this case. The Monitor may protect the identity of confidential sources of any such information.

**F.** The Parties may request that the Monitor review and issue recommendations regarding the provision of services to the Named Plaintiffs in this case.

**G.** The intent of the Parties is that the Monitor shall develop a plan to transfer the primary monitoring function to DFCS's CQI unit upon the termination of this Modified Settlement Agreement, or at such earlier time as provided for in Section VII.C below. The Monitor shall work in collaboration with Defendants to build DFCS's CQI capacity.

**H.** The Monitor may periodically meet privately with the Court concerning issues related to this case, provided the Parties are made aware of the occurrence of such a meeting.

**I.** If at any point the Monitor can no longer serve, the Parties shall agree on another Monitor, with input and recommendations from the outgoing Monitor.

## VII. DISPUTE RESOLUTION, TERMINATION, AND EXIT

**A.** The Defendants shall implement all reforms necessary to effectuate this Modified Settlement Agreement and the annual implementation plans. The Parties agree that the systemic and comprehensive nature of this Modified Settlement Agreement will require implementation and refinement of policies and programs over a number of years. The Parties shall make every reasonable effort to resolve disputes prior to seeking Court intervention. Plaintiffs agree not to seek relief for isolated or minor violations, or for violations related solely to an individual child, unless that child is a Named Plaintiff.

**B.** If Plaintiffs believe that Defendants have failed to comply with any obligation under this Modified Settlement Agreement or an annual implementation plan, Plaintiffs will, prior to seeking judicial action to enforce the terms of this Modified Settlement Agreement or an annual implementation plan, give written notice of non-compliance to the State. Within 30 calendar days of Plaintiffs' notice of non-compliance, Defendants shall submit a written response to Plaintiffs. Plaintiffs agree to work in good faith with the State to agree on necessary corrective actions and avoid enforcement action, and may not initiate court action for 60 days from the date of Plaintiffs' non-compliance notice. However, in case of an emergency posing an immediate threat to the health or safety of youths, Plaintiffs may omit the notice and cure requirements herein before seeking judicial action.

**C.** The Court may terminate jurisdiction over this lawsuit if it finds that Defendants are in substantial compliance with the provisions of this Modified Settlement Agreement state-wide for two consecutive six-month reporting periods.

1. No sooner than the full implementation of the Practice Model, the Monitor shall transfer to Defendants' CQI system monitoring of all the Modified Settlement Agreement provisions under the following headings or subheadings for which Defendants have sustained state-wide compliance for at least six months on all such provisions (as reflected in monitoring report data) and where the Monitor has determined that Defendants' CQI system is adequately monitoring the Modified Settlement Agreement provisions: II.A.1, II.A.2.a, II.A.2.b, II.A.2.c, II.A.2.d, II.A.3, II.A.4, II.A.5, II.A.6, II.A.7, II.B.1, II.B.2, II.B.3, II.B.4, II.B.5, II.B.6, II.B.7, II.C.1, II.C.2, III.A.1, III.A.2, III.B.1, III.B.2, III.B.3.a, III.B.3.b, III.B.3.c, III.B.3.d, III.B.3.e, III.B.4, III.B.5, III.B.6, III.B.7, III.B.8, III.C.1, III.C.2. The reports of the Monitor shall identify the provisions, if any, that are to be transferred to Defendants' CQI system for the subsequent monitoring period. Plaintiffs reserve the right to object to the transfer of the monitoring of a provision to Defendants' CQI system.

2. Once Defendants' CQI system is responsible for the transferred monitoring of any Modified Settlement Agreement provisions, and as long as the Court retains

jurisdiction, Defendants' CQI system shall issue public monitoring reports every six months on Defendants' compliance levels with any such provisions.

3. While Defendants shall make a good faith effort to maintain compliance with a provision transferred to its CQI system, a drop in compliance levels after the transfer of the monitoring of a Modified Settlement Agreement provision shall not be, by itself, grounds for a Motion to enforce the Modified Settlement Agreement to hold Defendants in contempt, or to bar future expiration of the Modified Settlement Agreement. Notwithstanding the above, Plaintiffs are not precluded from seeking to enforce transferred provisions as remedial measures in connection with Motions to enforce provisions that have not been transferred.

**D.** Defendants may seek a court-ordered modification of any provision of this Modified Settlement Agreement pursuant to Rule 60(b) of the Federal Rules of Civil Procedure if significant changes in factual conditions, beyond Defendants' control and not contemplated by the Parties at the time the Modified Settlement Agreement was entered into, make the provision unworkable, make compliance substantially more onerous, or make enforcement detrimental to the public interest, and the changed circumstance occurred despite Defendants' reasonable effort to comply with the Modified Settlement Agreement.

**E.** All parties reserve all claims and defenses with respect to all claims for an award of attorneys' fees and litigation expenses for Plaintiffs, which claims shall be separately asserted and determined according to a schedule to be fixed by the Court.

#####

**AGREED TO AND APPROVED FOR ENTRY BY:**

**FOR PLAINTIFFS:**

/s/ Marcia Robinson Lowry
Marcia Robinson Lowry (*pro hac vice* MBN 43991)
Jessica Polansky (*pro hac vice* MBN 45356)
CHILDREN'S RIGHTS, INC.
330 Seventh Avenue, 4th Floor
New York, NY 10001
(212) 683-2210

Wayne Drinkwater (MBN 6193)
BRADLEY ARANT BOULT CUMMINGS LLP
188 East Capitol Street, Suite 400
Jackson, MS 39201
(601) 948-8000

John Lang (*pro hac vice* MBN 43987)
Attorney at Law
60 East 42nd Street
Suite 4600
New York, NY 10165
Tel. 212.300.0646

Christian D. Carbone (*pro hac vice* MBN 43986)
John Piskora (*pro hac vice* MBN 44474)
LOEB & LOEB LLP
345 Park Ave.
New York, NY 10154

**FOR DEFENDANTS:**

/s/ Phil Bryant
Governor Phil Bryant,
State of Mississippi

/s/ Jim Hood
Attorney General Jim Hood,
State of Mississippi

Dewitt L. ("Rusty") Fortenberry Jr., Esq. (MBN 5435)
Kenya Key Rachal, Esq. (MBN 99227)
Ashley Tullos Young, Esq. (MBN 101839)
BAKER, DONELSON, BEARMAN, CALDWELL, & BERKOWITZ, PC
428 I-55 North
Meadowbrook Office Park
Jackson, MS 39211
(601) 351-2400

Harold E. Pizzetta, III, Esq. (MBN 99867)
Assistant Attorney General
General Civil Division
Carroll Gartin Justice Building
430 High Street
Jackson, MS 39201

SO ORDERED AND ADJUDGED, this the 6th day of July, 2012.

/s/Tom S. Lee
DISTRICT JUDGE

**APPENDIX "A"**
Modified Mississippi Settlement Agreement and Reform Plan

# Practice Model Rollout Schedule

| Regions | Implementation Phase Dates | | | |
|---|---|---|---|---|
| | Planning (6 months) | Initial Implementation (One Year) | Full/Ongoing Implementation (One Year) | Data Tracking (One Year) |
| I-South, II-West | January-June 2010 | July 2010 – June 2011 | Approx. Sept. 2011 – August 2012 | September 2012 – August 2013 |
| V-West | July-December 2010 | January - December 2011 | Approx. March 2012 – February 2013 | March 2013 – February 2014 |
| IV-North | July – December 2010 | January 2011 – June 2012 (18 months) | Approx. Sept. 2012 – August 2013 | September 2013 – August 2014 |
| I-North, III-South, IV-South | January-June 2011 | July 2011 – June 2012 | Approx. Sept. 2012 – August 2013 | September 2013 – August 2014 |
| V-East, | July-December 2011 | January – December 2012 | Approx. March 2013 – February 2014 | March 2014 – February 2015 |
| III-North, VII-East | July 2011 – June 2012 (12 mos.) | July 2012 – June 2013 | Approx. Sept. 2013 – August 2014 | September 2014 – August 2015 |
| II-East, VI, VII-West | July-December 2012 | January – December 2013 | Approx. March 2014 – February 2015 | March 2015 – February 2016 |

Adjustments may be made to the timing of the planning and/or implementation phases based on a region's progress. The two-month period between the end of the Initial Implementation phase and the beginning of the Full Implementation phase is in place to permit the follow-up CQI review after the first 12 months of implementation and an opportunity to revise the Regional Implementation Plan based on preliminary results of the review going into the next phase of implementation.

**APPENDIX "B"**
Modified Mississippi Settlement Agreement and Reform Plan

**PERIOD 3 IMPLEMENTATION PLAN**

This is the Implementation Plan for Period 3 required by the Modified Settlement Agreement and Reform Plan (the "Modified Settlement Agreement"). Implementation Period 3 shall run for a 12-month period beginning on the date the Modified Settlement Agreement is filed. Defendants shall substantially comply with the Period 3 Implementation Plan requirements by the end of Implementation Period 3, or earlier, as specified herein.

## I. Administration and Management Implementation Steps

### A. Human Resources Management

1. Management

a. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall establish a Statewide Implementation Team. The Statewide Implementation Team will be responsible for prioritizing, managing, and making decisions relating to implementation of the requirements of the Modified Settlement Agreement, this Plan, and the Practice Model. The Statewide Implementation Team will consist of the MDHS Executive Director, MDHS Deputy Executive Director, DFCS Deputy Administrator, DFCS Director, DFCS Field Operations Director, DFCS CQI Director, and a CSF Officer or designee.

b. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall establish the following Statewide Implementation Sub-Teams: CQI, Training, Resource Development, Policy, Legal and Judicial, Resource Parent Recruitment and Retention, and Caseload/Staffing. These Statewide Implementation Sub-Teams will be responsible for designing and guiding the work plans necessary to implement the requirements of the Modified Settlement Agreement and this Plan in their respective functional areas. The Statewide Implementation Sub-Teams will report to and be directed by the Statewide Implementation Team. The Statewide Implementation Sub-Teams shall meet no less frequently than monthly, with the exception of the CQI Sub-Team and the Resource Home Recruitment and Retention Sub-team which shall meet at least quarterly, and shall issue progress reports to the Statewide Implementation Team no less frequently than every three months and which shall discuss accomplishments, challenges, and anticipated next steps. The Statewide Implementation Sub-Teams' membership will include the Unit Director responsible for that Sub-Team's particular function, a Regional Director, and such other staff persons the Statewide Implementation Team has deemed responsible for carrying out the particular Sub-Team's function. Sub-Teams may also include representatives of other state agencies or stakeholders the Statewide Implementation Team has deemed necessary to carry out the Sub-Team's function.

c. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall establish Regional Implementation Teams in Regions I-N, I-S, II-W, III-S, IV-N, IV-S, V-E and V-W. The Regional Implementation Teams will be chaired by the respective Regional Director and the membership will consist of appropriate staff persons and may also include representatives of other state agencies or stakeholders the Statewide Implementation Team has deemed necessary to carry out the Team's function. The Regional Implementation Teams shall meet no less frequently than quarterly and shall issue progress reports to the Statewide Implementation Team no less frequently than quarterly. These reports shall discuss accomplishments, challenges, and anticipated next steps. The Regional Implementation Teams will include Sub-Teams in the following practice areas: CQI and Resource Parent Recruitment and Retention.

d. Within six (6) months of the start of Implementation Period 3, each of the Statewide Implementation Sub-Teams shall have finalized the work plans as described in I.A.1.b. above.

2. Workforce:

a. By August 1, 2012, Defendants shall maintain a practice coach in Regions I-N, I-S, II-E, II-W, III-N, III-S, IV-N, IV-S, V-E, V-W, VI, VII-E, and VII-W to facilitate Practice Model implementation.

b. Within nine (9) months of the start of Implementation Period 3, Defendants shall have finalized and begun implementing a Workforce Development Plan. This Workforce Development Plan shall address the recruitment and retention of DFCS professional and support staff as well as bring its current staff into substantial compliance with the worker and supervisor qualification requirements of the Modified Settlement Agreement. The Workforce Development Plan shall identify the specific steps, strategies, financial resources, and short- and long-term staffing goals with related timeframes that are necessary to meet the staffing requirements of the Modified Settlement Agreement. The Workforce Development Plan shall be approved by the Monitor as meeting the requirements of this Period 3 Implementation Plan and shall include a section focused specifically on recruitment and retention in Hancock, Harrison, and Jackson Counties ("Coast"), as well as strategies to support staff on the Coast, and shall also include a separate section focused specifically on recruitment, retention, and support strategies in Hinds County.

c. Defendants shall actively engage in recruitment and retention activities to address the workload issues in Hancock, Harrison, Hinds, and Jackson Counties as follows:

1) By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall have defined the role of a case aide to support caseworkers in Hancock, Harrison, Hinds, and Jackson Counties.

2) By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall have determined the number of case aides needed in Hancock, Harrison, Hinds, and Jackson Counties and shall begin recruiting case aides in those counties.

3) By September 1, 2012, Defendants shall have written the Coast and Hinds County sections of the Workforce Plan as required in Section I.A.2.b above.

4) By July 1, 2012, the Legal and Judicial Statewide Implementation Sub-Team shall develop and begin implementing written strategies for promoting implementation of the Olivia Y. standards in the Mississippi Youth Courts. These strategies shall be implemented in Regions VII-E, VII-W, and III-S by the end of Implementation Period 3.

5) Defendants shall offer starting salaries for employees in the counties of Hancock, Harrison, Hinds, and Jackson, as indicated below:

| Job Title | Starting Salary |
|---|---|
| Family Protection Worker I | $27,190.12 |
| Family Protection Specialist | $31,757.88 |
| Family Protection Specialist, Senior | $34,557.43 |
| Family Protection Specialist, Advanced | $37,605.49 |
| Area Social Work Supervisor | $43,138.52 |

6) The counties listed below shall have no fewer than the total number of full time caseworkers assigned to the counties as specified:

- Hancock County: 16 caseworkers
- Harrison County: 42 caseworkers
- Hinds County: 50 caseworkers
- Jackson County: 34 caseworkers

3. Training

a. Pre-Service Training

1) By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall have a revised pre-service training curriculum. The revised training shall include training on the quality, frequency, purpose, and structure of meetings with foster children, parents, and foster care providers and address communicating with, interviewing, and observing foster children.

2) By July 1, 2012, Defendants shall maintain nine (9) full-time trainers.

3) By September 1, 2012, Defendants shall strengthen the competency-based testing to ensure that trainees have acquired adequate competencies in the areas of interviewing, critical thinking skills, and documentation skills related to child safety assessments and to preparing case summaries for submission to the Youth Court.

4) Defendants shall have implemented an accurate and reliable system to track staff participation in all required training.

b. Supervisor Training

1) By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall have a newly developed clinical supervisory training curriculum.

2) All Area Social Work Supervisors (ASWSs) hired between January 1, 2012 and April 1, 2013 shall have received training pursuant to the newly developed clinical supervisory training curriculum.

c. Other Training

1) By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall have provided training to all Foster Care Review and Evaluation and Monitoring staff employed with Defendants as of January 1, 2012 on data indicators of the six (6) practice model components and systemic factors to measure and evaluate improvement efforts.

2) By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall have provided training on the Use of Data in Management to all DFCS State Office staff employed with Defendants as of January 1, 2012, who hold the position of Bureau Director II, Bureau Director I, Division Director II, Division Director I, Office Director II, or Office Director I, as well as to all Regional Directors.

3) By July 1, 2012, Defendants shall have provided training for Region V-E on the six (6) components of the practice model.

4) By the end of Implementation Period 3, Defendants shall have provided training for Regions II-E, III-N, VI, VII-E and VII-W on the six (6) components of the practice model.

4. Contract Agency Requirements

Defendants shall work with Casey Family Programs, or another consultant approved by the Monitor, for technical assistance with developing a plan with specific action steps and timeframes for a performance based contracting system with the capacity to monitor and enforce contract performance. That plan shall be complete by the end of Implementation Period 3.

**B. Continuous Quality Improvement**

1. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall finalize and begin implementing the Evaluation and Monitoring instrument that was submitted in draft form during the Bridge Period.

2. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants, in conjunction with CSF or another consultant, shall revise and begin implementing a written plan to implement a continuous quality improvement (CQI) system. That written plan shall explicitly specify the resources and staffing necessary to adequately operate the CQI unit in both the state and regional offices.

3. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall maintain one (1) Program Administrator, Sr. to work in the Evaluation and Monitoring Unit.

4. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall complete a baseline CQI Review for Region V-E.

5. By 30 days following the Court's approval of the Modified Settlement Agreement Defendants shall complete a follow-up CQI Review for Region I-N.

6. By 45 days following the Court's approval of the Modified Settlement Agreement, Defendants shall hire three (3) Evaluation and Monitoring Unit liaisons.

7. By 45 days following the Court's approval of the Modified Settlement Agreement, Defendants shall complete an annual CQI report covering June 1, 2010 through June 30, 2011.

8. By July 1, 2012, Defendants shall complete a second follow-up CQI Review for Regions I-S and II-W.

9. By August 1, 2012, Defendants shall complete a base-line CQI Review for Region III-N.

10. By September 1, 2012, Defendants shall complete a follow-up CQI Review for Region IV-S.

11. By October 1, 2012, Defendants shall complete a follow-up CQI Review for Region III-S.

12. By November 1, 2012, Defendants shall complete a baseline CQI Review for Region VII-W.

13. By December 1, 2012, Defendants shall complete a baseline CQI Review for Region VI.

14. By February 1, 2013, Defendants shall complete a baseline CQI Review for Region II-E.

15. By March 1, 2013, Defendants shall complete a second follow-up CQI Review for Region V-W.

16. By April 1, 2013, Defendants shall complete a follow-up CQI Review for Region V-E.

17. By June 1, 2013, Defendants shall complete a follow-up CQI Review for Region VII-E.

18. Within 60 days of completing each CQI Review, Defendants shall complete a report regarding that review.

    a. Within five (5) business days thereafter, Defendants will provide the completed report to Plaintiffs and to Monitor.

19. Defendants shall have hired the staff and obtained the resources required as specified in the CQI Plan developed pursuant to Section I.B.2. of the Period 3 Implementation Plan.

**C. Legal and Regulatory Compliance**

By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall have implemented the policies and procedures necessary to comply with the public child fatality reporting requirements of the Child Abuse Prevention and Treatment and Adoption Reform Act.

**D. Information Use and Management**

1. Defendants shall produce accurate and validated reports as identified in Appendix C"to the Modified Settlement Agreement that reflect county-by-county performance.

   a. The reports that are noted as available in Appendix "C" as of the beginning of Implementation Period 3 shall be produced beginning one month from the beginning of Implementation Period 3 and every thirty (30) days thereafter.

   b. Defendants shall begin producing those reports that do not exist as of the beginning of Implementation Period 3 by the dates set forth in Appendix "C."

   c. Data reports shall be provided to the Monitor and the Plaintiffs within thirty (30) days of the date the report becomes available and every thirty (30) days thereafter, with the exception of the data report on training of DFCS caseworkers which shall be produced quarterly.

2. Defendants shall ensure that the computer and electronic access problems identified in Dkt. No. 502, ps. 68-72 of the Court Monitor's September 8, 2011 report to the Court are remedied.

3. Consistent with the schedule set forth in Appendix "C," Defendants shall collect, analyze and disseminate data, related to compliance with the Foster Care Service Standards set forth in Sections II.B and III.B of the Modified Settlement Agreement, at least monthly, to DFCS regional and county staff.

4. Defendants shall provide training for all foster care reviewers on the foster care review instrument and on processes related to addressing concerns identified during a foster care review.

**E. Case Recordings and Information**

Defendants shall revise the Supervisory Administrative Review process to require a review of whether DFCS child welfare case records are current, complete, made by the appropriate caseworker, and signed and dated by supervisors.

**F. Financial Management**

1. By the end of Implementation Period 3, Defendants shall have implemented and shall maintain implementation of those recommendations made by Hornby Zeller Associates ("HZA") and the Center for Support of Families negotiated and agreed to by the Parties, and filed with the Court by July 14, 2012. The recommendations negotiated and agreed to by the Parties and filed with the Court shall become an enforceable part of this Period 3 Implementation Plan.

2. Defendants shall issue a written report on the impact of HZA's recommendations on Defendants' ability to increase federal funding and any barriers to implementation. Defendants shall share the report with the Monitor and Plaintiffs.

## II. Foster Care Services Assessment

### A. Policy

1. Defendants shall have completed all revisions to the DFCS policies and practice guides as necessary to reflect the COA foster care services standards and the requirements set forth in Sections II.B and III.B of the Modified Settlement Agreement, and shall assess what training is necessary in order to effectuate any new and revised policies and develop training curricula.

2. Service Planning and Monitoring: The revised policies shall require that each service plan, and revision of such plan, meet the requirements of Section III.B.2 of the Modified Settlement Agreement and:

   a. are based on the assessment required by Section III.B.1 of the Modified Settlement Agreement;

   b. include: service goals, desired outcomes, and timeframes for achieving them; services and supports to be provided, and by whom; and the signature of the parent(s) with whom reunification is planned and, when appropriate, the child or youth; and

   c. address, as appropriate: unmet service and support needs that impact safety, permanency, and well-being; maintaining and strengthening relationships; educational needs and goals; and the need for culturally responsive services and the support of the family's informal social network.

3. Permanency Plan: The revised policies shall require that Individual or Family Service Plans contain the following:

   a. how the permanency goal will be achieved;

   b. what services are necessary to make the accomplishment of the goal likely;

   c. who is responsible for the provision of those services;

   d. when the services will be provided; and

   e. the date by which the permanency goal is likely to be achieved.

4. Defendants shall develop a process for the Foster Care Review Unit to assess and report on whether permanency plans contain all of the elements listed in Section II.A.3 above.

**B. Child and Youth Permanency**

1. Permanency Roundtables

   a. In addition to Regions II-W, 5-W, and VII-E, which have already conducted permanency roundtables, by July 1, 2012, Defendants, with the assistance and support of Casey Family Programs, shall have conducted permanency roundtables in Regions I-N, I-S, and II-E. The permanency roundtables will target a population of children who have been in Defendants' custody for at least thirty-six (36) months with the goal of moving these children toward permanency.

   b. By 45 days following the Court's approval of the Modified Settlement Agreement, Defendants, in consultation with Casey Family Programs, shall develop a schedule for permanency roundtables in four(4) additional regions and those roundtables shall be conducted prior to the end of Implementation Period 3.

   c. Each permanency roundtable shall be conducted in accordance with Section II.B.6.a.2 of the Modified Settlement Agreement.

2. Permanency Planning Updating and Review

   a. Within six (6) months of the start of Implementation Period 3, Defendants shall develop a system for tracking the annual court reviews for each child in care. Defendants' policy shall require that the Youth Court with jurisdiction is provided with a detailed up-to-date report on the current status of the child's placement, visitation, permanent plan progress, and service needs. Defendants shall begin implementing that system before the end of Implementation Period 3.

   b. The child's assigned caseworker or supervisor shall attend every child's annual court review unless there are exceptional circumstances that do not allow attendance.

3. Service Array

   In order to build the capacity of Defendants to begin meeting the needs identified in the "Foster Care Services Reunification Needs Assessment," Defendants shall, by the end of Implementation Period 3:

   a. develop a Foster Care Unit;

   b. hire a Division Director II to lead the Foster Care Unit;

   c. hire a Medical-Mental Health Specialist; and

   d. hire six (6) workers to build the resource service array.

4. Termination of Parental Rights/Special Permanency Reviews

   a. Within six (6) months of the start of Implementation Period 3, Defendants, in conjunction with a qualified independent consultant, shall develop a remedial plan with related action steps and time frames necessary to address the deficiencies found by the TPR Assessment in case practice and documentation related to the timely filing of termination of parental rights on behalf of children who have spent 17 of the previous 22 months in foster care, and for whom an available exception under the Adoption and Safe Families Act ("ASFA") has not been documented. The issues that the remedial plan shall address include:

      1) accurately identifying children for whom the ASFA TPR requirements apply;

      2) adequate training for caseworkers regarding the circumstances that qualify as exceptions to filing TPRs pursuant to ASFA; and

      3) appropriately documenting exceptions.

   b. Defendants shall have begun implementing the TPR remedial plan by the end of Implementation Period 3.

5. Adoption

   a. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall implement a process for advising all potential adoptive families, including any resource family caring for a child who has become legally available for adoption, of the availability of adoption subsidies. This notification shall be documented in the child's record, and Defendants shall facilitate the family's access to such subsidies.

   b. By 45 days following the Court's approval of the Modified Settlement Agreement, Defendants shall define the job description, responsibilities, and qualifications for the position of adoption specialist. The adoption specialist's responsibilities shall include consulting with private and public professionals and identifying and ensuring the provision of targeted services necessary for the child to be adopted.

   c. By 45 days following the Court's approval of the Modified Settlement Agreement, Defendants shall revise the protocol for adoption meetings such that it provides sufficient information to guide case practice on how to review the progress being made in achieving the goal of adoption for legally free children.

   d. By 45 days following the Court's approval of the Modified Settlement Agreement, Defendants shall develop and begin implementing a process for making legal risk placements that assures that children for whom the

permanency plan is adoption but who are not yet legally free for adoption are placed in appropriate adoptive homes.

e. By 45 days following the Court's approval of the Modified Settlement Agreement, Defendants shall have begun to hire and train adoption specialists.

f. Defendants shall have taken reasonable steps to hire (or promote) and train a sufficient number of adoption specialists to meet the adoption requirements of the Modified Settlement Agreement and adoption status meetings shall have begun to be held.

**C. Child Safety**

1. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall conduct an assessment of the FM fatality, including an assessment of any failings by Defendants in the provision of foster care services, in case practice, and in licensing practice. The written assessment shall be provided to the Monitor and Plaintiffs and shall include recommendations for ways to improve child safety and address any identified failings.

2. Defendants shall have developed and begun implementing a plan to ensure that DFCS utilizes standardized decision-making criteria for prioritizing, screening, and assessing all reports of maltreatment of children via centralized intake.

3. Defendants shall have developed the training and processes required for:

   a. review of in-care maltreatment investigations to identify case practice deficiencies;

   b. identification of remedial actions necessary to ensure the safety of the child who is the subject of the investigation as well as any other child in the home or placement;

   c. identification of any corrective action that is necessary to address deficiencies in case practice demonstrated by the investigation;

   d. monitoring of the initiation and completion of the remedial actions regarding individual child safety and notification to the ASWS, Regional Director, and Director of Field Operations when such remedial actions have not been initiated within five (5) days of identification or timely completed; and

   e. monitoring of the initiation and completion of the remedial actions regarding case practice and notification to the ASWS, Regional Director, and Director of Field Operations when such remedial actions have not been initiated within twenty (20) working days of identification or timely completed.

4. The maltreatment investigation review process shall be fully implemented.

**D. Child Placement**

1. By 45 days following the Court's approval of the Modified Settlement Agreement, Defendants shall implement policy to provide resource parents with all appropriate and available information about a child prior to or at the time of placement and for supplementing that information as further information is gathered.

2. Defendants shall develop and begin implementing a plan with specific action steps and timeframes to address changes in the State Office's therapeutic placement process identified as necessary to ensure the most appropriate placement for children in need of therapeutic placement.

**E. Developing and Maintaining Connections**

1. Defendants shall ensure caseworkers are provided training that addresses case practice associated with parent-child and sibling visitation as a component of the Practice Model training.

2. Defendants shall track the frequency of parent-child and sibling visitation in MACWIS.

**F. Physical, Dental, and Mental Health**

1. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall maintain a staff person in the Resource Development Unit whose job responsibility it will be to develop and coordinate a broader and more geographically diverse array of physical, dental, and mental health services available to foster children.

2. The physical, dental, and mental health program manager shall have developed a written plan for increasing the array of services available to foster children.

**G. Educational Services**

1. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall have hired a staff person in the Resource Development Unit whose job responsibility will be to promote and coordinate educational services including tutoring, preparation for a general equivalency diploma (GED), and college preparation available to foster children.

2. By September 1, 2012, Defendants shall have developed a protocol and associated caseworker training for conducting a review of a child's educational record for the purpose of identifying the child's general and, if applicable, special educational needs.

**H. Transition to Independent Living**

1. By 30 days following the Court's approval of the Modified Settlement Agreement, Defendants shall develop a current resource guide necessary to assist youth in locating and/or enrolling in educational or vocational programs appropriate to their needs, interests, abilities, and goals, such as high school or GED programs, colleges or universities, vocational training programs, and special education services. This guide shall provide information on resources for all regions.

2. By 45 days following the Court's approval of the Modified Settlement Agreement, all youth ages sixteen (16) and older in DFCS custody shall have been offered a copy of the resource guide.

**I. Recruitment and Retention of Resource Families and Therapeutic Service Providers**

1. By September 30, 2012, Defendants shall meet the Year 2 requirements as set forth in its implementation plan for the Diligent Recruitment of Families for Children as shown in attached Appendix "D." The implementation plan for the Diligent Recruitment of Families for Children shall become an enforceable part of this Period 3 Implementation Plan.

2. In consultation with Mississippi resource parents, Defendants shall identify additions and revisions to the current resource parent training curriculum that are necessary to adequately train resource parents to meet the needs of the children placed in their care. Resource parent training classes based upon the revised curriculum shall be available in every region.

**APPENDIX "C"**

Modified Mississippi Settlement Agreement and Reform Plan

**Proposed Data Reports Schedule - Period 3 Implementation Plan**[1]

| Data Report | MACWIS Report Number, Manual Report, or FCR | Current or Projected Availability |
|---|---|---|
| Number of Children in Foster Care by Placement Type. | MWZ0510 | Currently Available |
| Number of Licensed Foster Family Homes. | MWZRESL | Currently Available |
| During trial home visit period, child's caseworker or a Family Preservation caseworker meets with child in the home at least twice a month. *(MSA III.B.8.b)* | MWLS54A | Currently Available |
| Investigations of reports of maltreatment of children in DFCS custody must be initiated within 24 hours. *(MSA II.B.1.e.2)* | MWZ1271 | Currently Available |
| Investigations of reports of maltreatment of children in DFCS custody must be completed within 30 calendar days, including supervisory approval. *(MSA II.B.1.e.2)* | MWZ1271 | Currently Available |
| Children remaining in the same out-of-home placement following an investigation into a report of maltreatment are visited by a DFCS caseworker twice a month for 3 months. *(MSA II.B.1.e.3)* | MWLS55SA | Currently Available |
| No child shall remain in an emergency/temp facility for more than 45 calendar days (exceptions may apply). *(MSA II.B.2.k)* | MWLS50D | Currently Available |
| No child under 10 will be placed in a congregate care setting unless the child has exceptional needs that can't be met in a relative or foster family home (other conditions may apply.) *(MSA II.B.2.m)* | MWLS52HS | Currently Available |
| Sibling groups, in which there is at least one sibling under age 10, will not be placed in congregate care settings for more than 45 days. *(MSA II.B.2.m)* | MWWLS53HS | Currently Available |
| No child will be placed in more than 1 emergency/temp facility within 1 episode of foster care (exceptions may apply). *(MSA II.B.2.o)* | MWLS51D/S | Currently Available |
| For children with goal of reunification, the assigned DFCS caseworker will meet with the child's bio parents at least once a month to assess service delivery and achievement. *(MSA II.B.5.b) (MSA III.B.3.d.2)* | MWZWCR3 | Currently Available |
| A DFCS caseworker will visit the home of non-therapeutic resource parents, who have at least 1 foster child residing in the home, at least once a month *(MSA II.B.5.c)* | MWZPLMC | Currently Available |

[1] Appendix "C" will be updated, as needed, for each year's Implementation Plan.

**APPENDIX "C"**

Modified Mississippi Settlement Agreement and Reform Plan

| Data Report | MACWIS Report Number, Manual Report, or FCR | Current or Projected Availability |
|---|---|---|
| A DFCS caseworker will visit the home of therapeutic resource parents, who have at least 1 foster child residing in the home, at least once a month *(MSA II.B.5.c.)* | MWZPLMB | Currently Available |
| Children in care fewer than 12 months from time of latest removal from home shall have had 2 or fewer placements. *(MSA II.C.1)* | MWZPLM5S | Currently Available |
| The rate of abuse/maltreatment in care in the last year *(MSA II.C.2)* | MWBRD06 | Currently Available |
| A child's permanency plan will be reviewed in a court or administrative case review at least every 6 months. *(MSA III.B.3.c.1)* | MWZTACR | Currently Available |
| DFCS will take reasonable steps to ensure a court review is held for children in custody within 12 months of initial placement and annually thereafter. *(MSA III.B.3.c.2)* | MWZTPHR | Currently Available |
| Children who've spent more than 17 of the previous 22 months in foster care without a TPR petition filed or exception documented shall have a petition filed or exception noted. *(MSA III.B.3.e.1)* | MWZ014D1 and MWZ014D2 | Currently Available |
| Children in custody, ages 14-20, shall be provided with independent living services as set forth in their service plans. *(MSA III.B.7.b)* | MWBRD16 | Currently Available |
| Children discharged and reunified in the last year shall have been reunified within 12 months of latest removal. *(MSA III.C.1)* | MBWRD05 | Currently Available |
| Number of Pending Foster Family Homes. | MWZRESPD | Currently Available |
| Child's permanency plan will be developed within 30 calendar days of initial placement and documented in the child's case record. *(MSA III.B.3.a.1-2)* | MWLS312D | Currently Available |
| Assigned DFCS caseworker (COR or COS) will meet with child in person and, where age appropriate, alone at least twice a month to assess child's safety and wellbeing. At least 1 visit during the month will take place in the child's placement. *(MSA II.B.5.a)* | MWZWC5D | Currently Available |
| New caseworkers/supervisors complete their training requirements before assuming their responsibilities. *(MSA II.A.2.c.2-3)*[2] | Manual Report | 90 days after start of IP3 |
| Caseworkers shall carry a caseload that doesn't exceed Plan requirements. *(MSA II. A.2.a.1)* | Manual Report | 120 days after start of IP3 |
| Caseworkers do not carry a caseload exceeding 2x the caseload requirements. *(MSA II.A.2.a.1)* | Manual Report | 120 days after start of IP3 |

[2] Quarterly Report

**APPENDIX "C"**

Modified Mississippi Settlement Agreement and Reform Plan

| Data Report | MACWIS Report Number, Manual Report, or FCR | Current or Projected Availability |
|---|---|---|
| Supervisors, responsible for supervising caseworkers, shall be responsible for supervising no more than 5 caseworkers. *(MSA II.A.2.a.6)* | Manual Report | 120 days after start of IP3 |
| Children discharged in last year on finalization of adoption shall have had the adoption finalized within 24 mo. of latest removal from home. *(MSA III.C.2)* | MWBRD10 | Currently Available |
| Children shall be placed within their own county or within 50 miles of the home from which they were removed (with exceptions). *(MSA II.B.2.g)* | MWLS314 | 06/15/12 |
| Children entering foster care shall receive a health screening evaluation from a qualified medical practitioner within 72 hours of placement. *(MSA II.B.3.a)* | MWLS315 | 06/15/12 |
| Within 30 calendar days of placement in foster care, children shall receive a comprehensive health assessment. *(MSA II.B.3.b)* | MWLS315 | 06/15/12 |
| Children reaching the point at which they have spent 17 of previous 22 months in foster care during the period shall have TPR petition filed or exception documented by the last day of the 17th month *(MSA III.B.3.e.1)* | MACWIS Report Number TBD | 07/11/12 |
| Siblings who enter placement at/near the same time are placed together (with exceptions). *(MSA II.B.2.h)* | MWLS316 | 07/15/12 |
| Children in custody are provided with contacts with their parents/siblings not in same placement within 24 hours of placement (exceptions may apply). *(MSA III.B.5.b)* | MACWIS Report Number TBD | 07/15/12 |
| Children are not placed in a foster care setting that has not been licensed or approved as meeting DFCS licensure standards unless placed pursuant to relative licensing process. *(MSA II.B.2.a)* | MWZ0151 | 7/31/12 |
| Children with special needs shall be matched with placement resources that can meet their therapeutic and medical needs. *(MSA II.B.2.e)* | FCR | 12/31/12 |
| Children are placed in the least restrictive setting that meets his/her individual needs as determined by a review of all intake, screening, assessment and prior placement information on the child available at the time of placement. *(MSA II.B.2,f)* | FCR | 12/31/12 |
| No later than time of placement, DFCS will provide resource parents/facility staff with foster child's current available medical, dental, educational and psychological information (including certain specific info). *(MSA II.B.2.i)* | FCR | 12/31/12 |

**APPENDIX "C"**
Modified Mississippi Settlement Agreement and Reform Plan

| Data Report | MACWIS Report Number, Manual Report, or FCR | Current or Projected Availability |
|---|---|---|
| DFCS will take all reasonable steps to avoid disruption of appropriate placements and ensure placement stability; if worker has knowledge of disruption possibility, s/he must convene FTM immediately. *(MSA II.B.2.j)* | FCR | 12/31/12 |
| Children shall have a family assessment[3] completed within 30 calendar days of the child's entrance into custody which is documented in the child's case record. *(MSA III.B.1.a)* | FCR | 12/31/12 |
| Foster children will receive recommended mental health services pursuant to his/her assessment. *(MSA II.B.3.f)* | FCR | 12/31/12 |
| Foster children shall be provided with needed follow-up developmental services. *(MSA II.B.3.g)* | FCR | 12/31/12 |
| DFCS caseworkers will screen children for general/special educational needs within 30 calendar days of his/her entry into foster care. *(MSA III.B.6.a)* | FCR | 12/31/12 |
| DFCS shall take reasonable steps to ensure that school-age foster children are registered for and attending accredited schools within 3 business days of initial placement or other placement changes (including shelters or other temp placements unless delayed by Youth Court). *(MSA III.B.6.b)* | FCR | 12/31/12 |
| Children requiring thera. and/or rehab. foster care services (because of diagnosis of significant medical, developmental, emotional or behavioral problems) have been provided a treatment plan and services in accordance with the plan. *(MSA II.B.4.a)* | FCR | 12/31/12 |
| In cases where the whereabouts of one/both parents is unknown, DFCS will immediately institute a diligent search for the parents which shall be documented in the child's case record. *(MSA III.B.1.b)* | FCR | 12/31/12 |
| Within 30 days of a child's entrance into foster care, the caseworker will convene a team meeting with specified parties to develop service plans. *(MSA III.B.2.a)* | FCR | 12/31/12 |
| Service plans shall be reviewed and updated quarterly at a team meeting and within 30 days of a placement change. *(MSA III.B.2.b)* | FCR | 12/31/12 |
| Appropriate permanency goals include: no goal of permanent foster care; durable legal custody only after other goals are ruled out; and conditions for APPLA. *(MSA III.B.3.a.3-5)* | FCR | 12/31/12 |

[3] This assessment will become the Comprehensive Family Assessment as regions fully implement the Practice Model.

**APPENDIX "C"**
Modified Mississippi Settlement Agreement and Reform Plan

| Data Report | MACWIS Report Number, Manual Report, or FCR | Current or Projected Availability |
|---|---|---|
| For children with goals of reunification, DFCS will engage in concurrent planning within the 1st 6 months of custody *(MSA III.B.3.b.1)* | FCR | 12/31/12 |
| Youth in custody transitioning to independence shall have available: an adequate living arrangement; a source of income; health care; IL stipends; education/training vouchers. *(MSA III.B.7.c)* | FCR | 12/31/12 |
| Children in custody will receive periodic medical exams and all medically necessary follow-up services/treatment throughout the time they are in State custody. *(MSA II.B.3.d)* | FCR | 12/31/12 |
| Children, 4 years and older, shall be provided a mental health assessment by a qualified professional within 30 calendar days of foster care placement. *(MSA II.B.3.f)* | FCR | 12/31/12 |
| Children, birth-3 years, will be provided a developmental assessment by a qualified professional and each child older than age 3 shall be provided with a developmental assessment if factors indicate such an assessment is warranted. *(MSA II.B.3.g)* | FCR | 12/31/12 |
| Children, age 3 and older, shall be provided a dental exam within 90 calendar days of foster care placement and every 6 months thereafter. *(MSA II.B.3.e)* | FCR | 12/31/12 |
| Children reaching age 3 in care shall be provided a dental exam within 90 days of his/her 3rd birthday and every 6 months thereafter. *(MSA II.B.3.e)* | FCR | 12/31/12 |
| Supervisors shall receive a minimum of 24 hours annual on-going, in-service training. *(MSA II.A.2.c.4)* | Manual Report | 12/31/12 |

**APPENDIX "D"**
Modified Mississippi Settlement Agreement and Reform Plan

## Mississippi Diligent Recruitment of Families for Children
# Implementation Plan - Phase II, Version A

| Cooperative Agreement Items | Goal/Activity | Year 2 | Year 3 | Year 4 | Year 5 | Responsibility |
|---|---|---|---|---|---|---|
| **I. Recruitment Activities** | | | | | | |
| **A. Targeted Recruitment: Market Segmentation** | | | | | | |
| D,E,F | 1. Map current resources against predicted need based on survey analysis | X | X | | | Evaluator; CSF; Project Team |
| D,E,F | 2. Generate a series of maps showing where recruitment activities should be directed | X | X | | | Evaluator; CSF; Project Team |
| D,E,F | 3. Identify specific mediums of communication most used by potential resource families in identified recruitment areas | X | X | | | Evaluator; CSF; Project Team |
| D,E,F | 4. Identify Specific recruitment strategies for engaging targeted families | X | X | | | Evaluator; CSF; Project Team |
| D,E,F | 5. Prioritize recruitment plans for most critical needs of children entering care | X | X | | | Evaluator; CSF; Project Team |
| **B. Targeted Recruitment Diligent Recruitment Specialists** | | | | | | |
| J,K,U | 1. Evaluate current training | X | | | | Project Team |
| J,K,U | 2. Identify areas needing development & strengthening | X | | | | Project Team; CSF; Training Unit |
| J,K,U | 3. Determine areas that should be included in pre-service and/or in-service training | X | | | | Project Team; CSF; Training Unit |
| J,K,U | 4. Make modifications as necessary | | X | | | Project Team |
| J,K,U | 5. Develop a plan to ensure diversity training is offered on a consistent basis | | X | X | X | Project Team; Training Unit |

**APPENDIX "D"**

Modified Mississippi Settlement Agreement and Reform Plan

| Cooperative Agreement Items | Goal/Activity | Year 2 | Year 3 | Year 4 | Year 5 | Responsibility |
|---|---|---|---|---|---|---|
| D,E,F | 6. Develop a plan for disseminating market segmentation information to regions & private agencies | X | X | | | Project Director |
| D,E,F | 7. Disseminate market segmentation data including family portraits and recruitment strategies reports to Regional Implementation Teams | X | X | | | Recruitment Support Specialists |
| D,E,F | 8. Develop or update Regional Recruitment Plans based on market segmentation data including family portraits and recruitment strategies reports | X | X | | | Recruitment Support Specialists; Regional Implementation Team |
| D,E,F | 9. Develop and implement a plan for including LPCAs in targeted recruitment activities | X | X | | | Project Team |
| D,E,F | 10. Recruitment Support Specialists will act as supports to the regions and LCPAs and assist in securing tools necessary to implement recruitment strategies outlined Regional Recruitment Plans | X | X | X | X | Recruitment Support Specialists |
| **C. Child Specific Recruitment** | | | | | | |
| D,E,G,P,Q | 1. Fully implement the expedited licensure process for related resource homes | | X | | | Project Team; Policy Director |
| D,E,P,Q | 2. Evaluate Mississippi's current utilization of AdoptUSKids adoption photo listing exchange | | X | | | Project Director; State Co-Leads |
| D,E,P,Q | 3. Determine feasibility to modify current usage of AdoptUSKids photo exchange for both children in care and resource parents. | | X | | | Project Director; State Co-Leads |
| D,E,P,Q | 4. Develop Mississippi statewide adoption photo exchange if needed | | | X | | Project Director; State Co-Leads |
| **D. General Recruitment** | | | | | | |
| D,E,G | 1. Develop plan for ensuring inquires from prospective resource families are handled in a timely and consistent manor | X | | | | Project Team |

**APPENDIX "D"**
Modified Mississippi Settlement Agreement and Reform Plan

| Cooperative Agreement Items | Goal/Activity | Year 2 | Year 3 | Year 4 | Year 5 | Responsibility |
|---|---|---|---|---|---|---|
| D,E,G | 2. Implement plan for ensuring inquiries from prospective resource families are handled in a timely and consistent manor | | X | X | | Project Team |
| D,E,G | 2. Establish a toll-free number for prospective resource families to call | | X | | | Project Director; State Co-Leads |
| D,E,G | 3. Add to MDHS web site to address recruitment | X | | | | Project Director; State Co-Leads; CSF |
| D,E,G | 4. Develop and implement statewide broadcast activities | | | X | X | Project Team, Grant Implementation Team, CSF |
| L | 5. MDHS has 3 Spanish translators on staff and that they are available to assist staff in working with clients and in translating materials | X | X | X | X | DFCS Translators |
| T | 6. MDHS Practice Model implementation moves the program towards a philosophy of working on permanency from the first day children enter the child welfare system | X | X | X | X | CSF; Project Team; Field Staff; Regional Resource Staff |
| **2. Resource Licensure** | | | | | | |
| **A. Resource Applicants** | | | | | | |
| H | 1. Define current application process | X | | | | Project Director; State Co-Leads |
| H | 2. Develop and implement internal tracking procedures to monitor application process | X | | | | Evaluator; Project Director |
| H | 3. Train resource staff on utilization of internal tracking tools | X | X | | | Project Director; Recruitment Support Specialists |

**APPENDIX "D"**

Modified Mississippi Settlement Agreement and Reform Plan

| Cooperative Agreement Items | Goal/Activity | Year 2 | Year 3 | Year 4 | Year 5 | Responsibility |
|---|---|---|---|---|---|---|
| H | 4. Develop and implement exit survey to identify dropout rates/reasons at various states of the process | X | | | | Evaluator; Project Team |
| H | 5. Adapt procedures for receiving and responding to applications and inquires based on data | | X | | | Evaluator; Project Team |
| H | 6. Train resource staff on skills and strategies for responding to inquires and retaining families throughout the licensure process | X | X | | | Project Team |
| H | 7. Design and implement coaching process to ensure resource staff are using learned skills and strategies | X | | | | Project Team; Director of Field Operations |
| **B. Resource Family Training** | | | | | | |
| I,K,U | 1. Evaluate current training in regards to characteristics, needs & issues of children in care/adoption clinical issues | | X | | | Project Team |
| I,K,U | 2. Modify training or develop additional training as needed | | | X | | Project Team; Grant Implementation Team work group |
| I,K,U | 3. Address shared parenting and supporting family relationships | X | X | X | X | Project Team; Regional Resource Staff |
| **C. Home Study Format** | | | | | | |
| N | 1. Evaluate current home study format | X | | | | Project Director; State Co-Leads; MACWIS |
| N | 2. Identify a home study format that would provide necessary information in a consistent manner | X | | | | Project Director; State Co-Leads |
| G,N | 3. Develop plan to ensure all resource workers are utilizing the same home study format | | X | | | Project Director; State Co-Leads |

**APPENDIX "D"**
Modified Mississippi Settlement Agreement and Reform Plan

| Cooperative Agreement Items | Goal/Activity | Year 2 | Year 3 | Year 4 | Year 5 | Responsibility |
|---|---|---|---|---|---|---|
| G,N | 4. Provide training to resource staff on revised home study format | | X | | | Project Director; State Co-Leads |
| G,N | 5. Design coaching process to ensure resource staff are using learned skills and strategies | | X | | | Project Team; Director of Field Operations |
| **D. Home Study Process** | | | | | | |
| G | 1. All prospective parents currently have access to the home study process | X | X | X | X | Project Team; Regional Resource Staff |
| E,G | 2. Ensure home studies are completed in a timely manner | X | X | X | X | Evaluator; Project Team; Regional Resource Staff |
| E,G,N,O | 3. Mississippi Resource homes are licensed for both foster care and adoption in a single application process which facilitates concurrent planning. | X | X | X | X | Regional Resource Staff |
| **3. Customer Service Model** | | | | | | |
| H,I,P | 1. Schedule site visit with AdoptUSKids | X | | | | Project Director |
| H,I,P | 2. Determine which staff members will participate in AUK "train the trainer" site visit | X | | | | Project Director; State Co-Leads; Training Unit |
| H,I,P | 3. Develop and Implement plan for providing customer service model training to MDHS field staff | X | X | | | Project Director; State Co-Leads; Training Unit |
| H,I,P | 4. Make needed changes to policy and procedure to include customer service related issues | | X | | | Project Director; State Co-Leads; Policy Director |
| H,I,P | 5. Ensure customer service model techniques are being implemented by staff and are sustainable. | | X | X | X | Project Team; Field Operations |

**APPENDIX "D"**

Modified Mississippi Settlement Agreement and Reform Plan

| Cooperative Agreement Items | Goal/Activity | Year 2 | Year 3 | Year 4 | Year 5 | Responsibility |
|---|---|---|---|---|---|---|
| **4. Contract with the Licensed Child Placing Agencies** | | | | | | |
| R | 1. Release RFP | X | | | | Congregate Care Director; Permanency Unit Director; DFCS Finance and Administration |
| R | 2. Review proposals | X | | | | Congregate Care Director; Permanency Unit Director; DFCS Finance and Administration |
| R | 3. Prepare contracts and issue | X | | | | Congregate Care Director; Permanency Unit Director; DFCS Finance and Administration |
| R | 4. Plan for contract monitoring | | X | X | X | Congregate Care Director; Permanency Unit Director; DFCS Finance and Administration |
| **5. Family/Child Matching** | | | | | | |
| **A. Characteristics of Children in Care** | | | | | | |
| A,Q | 1. Establish baseline and benchmarks 3-6 months prior to regional implementation roll out | X | X | | | Evaluator; Project Team |
| A,Q | 2. Aggregate data by county & make available to regions, counties, and private agencies | X | X | | | Evaluator; Project Team |
| A,Q | 3. Develop and implement plan for consistently updating the characteristics of children in care | | X | X | X | Project Director; State Co-Leads, MACWIS; Evaluator |
| A,Q | 4. Work with MACWIS to ensure regular characteristic reports are available | | | X | X | Project Director; State Co-Leads, MACWIS; Evaluator |
| A,Q | 5. Address characteristics of children in care and their placement needs though regular placement committee meetings | | | X | X | Project Team; Regional Resource Staff |

**APPENDIX "D"**
Modified Mississippi Settlement Agreement and Reform Plan

| Cooperative Agreement Items | Goal/Activity | Year 2 | Year 3 | Year 4 | Year 5 | Responsibility |
|---|---|---|---|---|---|---|
| **B. Resource Family Characteristics** | | | | | | |
| B,Q | 1. Develop and implement plan for consistently updating the characteristics of licensed resource families | | X | | | Project Team; CSF; Evaluator |
| B,Q | 2. Develop a database of characteristics of current resource families by county | | X | X | X | Project Team; Evaluator; CSF, MACWIS |
| B,Q | 4. Work with MACWIS to ensure regular resource family characteristic reports are available | | X | X | X | Project Team; Evaluator; CSF, MACWIS |
| B,Q | 5. Address placement needs by matching children with families though regular placement committee meetings | X | X | X | X | Project Team; Regional Resource Staff |
| **8. Collaboration/Public-Private Partnerships** | | | | | | |
| C | 1. Use consumer data to determine communities with highest placement rates by zip code | X | X | | | CSF; MACWIS; Project Team |
| C | 2. Identify prospective neighborhoods for recruitment activities | X | X | | | CFS; Project Team |
| C | 3. Adapt Regional Implementation Plans to address community outreach | X | X | X | X | Project Team; Regional Resource Staff |
| C | 4. Adapt staff and resource families to include/work with community partners | X | X | X | X | Project Team; CSF; Regional Resource Staff |
| **10. Website** | | | | | | |
| I,K,Q,U | 1. Consult with MACWIS related to website modification and development | | X | | | Project Director; State Co-Leads; CSF; MACWIS |
| I,K,Q,U | 2. Assess information currently available on MDHS website | | X | | | Project Director |

**APPENDIX "D"**

Modified Mississippi Settlement Agreement and Reform Plan

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| I,K,Q,U | 3. Identify what type of modifications and additions are needed | | X | | | Project Team; MACWIS; CSF |
| I,K,Q,U | 4. Gather or develop needed information | | X | | | Project Team; MACWIS; CSF |
| I,K,Q,U | 5. Develop a plan for adding and maintaining information | | | X | | Project Director; MACWIS; CSF |
| **11. Evaluation Activities** | | | | | | |
| | 1. See attached evaluation plan | X | X | X | X | Evaluator |