

**Mississippi Department of Human Services  
Division of Family and Children's Services**

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**REQUEST FOR PROPOSALS**

***Mississippi Automated Child Welfare  
Information System (MACWIS) Workload  
Validation***

**Number: #02TASS2015**



**Issuance Date: August 4, 2014**

**Proposal Due Date:  
September 8, 2014 by 3:00 p.m. CST**

**750 North State Street  
Jackson, Mississippi 39202  
(601) 359-4999**

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**  
**Division of Family and Children's Services**  
**Request for Proposals – Mississippi Automated Child Welfare Information System**  
**(MACWIS) Workload Validation**  
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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
DIVISION OF FAMILY AND CHILDREN'S SERVICES**

**REQUEST FOR PROPOSAL (RFP)**

**1.0 SPECIFICATIONS, TERMS AND CONDITIONS FOR SERVICES**

**1.1 General Statement:**

The Mississippi Department of Human Services (MDHS), Division of Family and Children's Services (DFCS), is soliciting proposals from individuals who are experienced social workers who have proven to be front line leaders in the field of child welfare services.

In an effort to improve outcomes for children and families throughout the state, it is necessary to translate into day-to-day practice, the principles of the agency's mission. The Mississippi Child Welfare Practice Model (MCWPM) will be the foundation for sustaining systemic change in the State's Child Welfare System as a whole. Emphasis will be placed on support of the MCWPM rollout.

The MCWPM has been designed to be the primary vehicle for MDHS/DFCS to implement the many required practices included in the *Olivia Y. et al. v. Bryant* Modified Settlement Agreement and Reform Plan (MSA) (**Exhibit A**) over the next few years. Additionally, it has been designed to bring Mississippi's child welfare practices and outcomes in line with the standards and requirements of the Council on Accreditation (COA) and the Child and Family Services Review (CFSR).

Technical assistance will be in accordance with the mission and values of MDHS/DFCS and ensure all aspects of practices and systemic changes are consistent with the goals and standards set forth in the MCWPM. This is intended to be a collaborative process to strengthen MDHS/DFCS assessments and implementation efforts statewide.

This project shall consist of technical assistance, case consultation, strategic planning and implementation efforts. Emphasis will be placed on professional development of MDHS staff and sustainable systemic change. In order to strengthen the system, it will be necessary to change practice. Consultants will meet frequently to discuss progress in their respective areas of focus and will collectively serve as a panel of experts, which will analyze data, trends and practices to provide recommendations for agency response.

**1.2 Description of Services:**

All services provided by Independent Contractor shall be provided in accordance with requirements found in Description of Services attached as **Exhibit B**.

**1.3 Procurement Schedule:**

	<i><b>Due Date:</b></i>
Request for Proposal Issued	August 4, 2014
Request for Proposal Advertised	August 4, 2014, August 11, 2014
Request for Clarification	August 18, 2014 by 3:00 p.m. CST
Written Response to Request for Clarification	August 20, 2014
Mandatory Letter of Intent	August 25, 2014 by 3:00 p.m. CST
Pre-Bid Conference	**
Deadline for Submission of Proposals	September 8, 2014 by 3:00 p.m. CST
Evaluation of all Proposals Received	September 17, 2014
Tentative Award of Contract	November 24, 2014
Tentative Date Contract Begins	December 1, 2014

**NOTE:** MDHS reserves the right to adjust this schedule as it deems necessary. Proposals must be received by MDHS no later than the official deadline of

**September 8, 2014, 3:00 p.m., Central Time**

**\*\*NOTE:** Pre-Bid Conference at MDHS' discretion to be held within three (3) days of receipt of the Mandatory Letter of Intent.

*Pre-Bid conferences may be conducted to explain the procurement requirements. The conference shall be announced to all prospective bidders known to have received an Invitation for Bid. The conference should be held long enough after the Invitation for Bid has been issued to allow bidders to become familiar with it but sufficiently before bid opening to allow consideration of the conference results in preparing bids. Nothing stated at the pre-bid conference shall change the Invitation for Bid unless a change is made by written amendment as provided in Section 3-202.08 (Amendments to Invitations for Bids). A summary of the conference shall be supplied to all prospective bidders known to have received an Invitation for Bid. If a transcript is made, it shall be of public record.*

The original and three (3) copies of the proposal and all attachments shall be signed and must be hand-delivered or mailed to:

Mary Fuller, Bureau Director II  
 MDHS, Division of Family and Children's Services  
 750 North State Street  
 Jackson, MS 39202

Each page of the proposal and all attachments shall be identified with the name of the offeror/proposer.

Any proposals received after the deadline will be marked as being LATE and will not be evaluated. All proposals received by MDHS are deemed to be the property of MDHS and may be used as MDHS sees fit. MDHS will not be responsible for non-delivery or late delivery of proposals. The offerors/proposers alone are responsible for ensuring that their submission packet is delivered to the appropriate MDHS personnel no later than the deadline.

If using a commercial delivery company such as FedEx, UPS, USPS or any other public, private or commercial courier service that requires that you use their shipping package, your proposal should be sealed and labeled as stated above to prevent premature opening. Parties submitting proposals assume all risks of delivery, including late delivery, lost delivery or failure to deliver.

Agencies of the State of Mississippi must 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.

**MDHS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHERE THE OFFERORS/PROPOSERS TAKE 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 MDHS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFP.**

**It is the intention of MDHS to award one contract.**

#### **1.4 Mandatory Letter of Intent**

Offerors/Proposers shall notify MDHS of their intention to submit a proposal under this announcement. Please submit the mandatory letter of intent by August 25, 2014 3:00 p.m., Central Time. This mandatory letter of intent can be hand-delivered or mailed to 750 North State Street, Jackson, Mississippi 39202, or emailed to [mary.fuller@mdhs.ms.gov](mailto:mary.fuller@mdhs.ms.gov).

The mandatory letter of intent shall include the following:

- title of this RFP;
- the offeror's/proposer's organizational name and address;
- one to two sentences stating that the offeror's/proposer's organization intends to submit a proposal for this grant;

- location of the service area; and
- the contact person's name, phone number, fax number, address and email address.

It is the intention of MDHS/DFCS to have the period of performance of this service to begin December 1, 2014 and end on November 30, 2015. After the first contract period ends, this agreement will be subject to a renewal for up to two (2) years at the same terms and conditions. Renewal of this agreement shall be at the sole discretion of MDHS. The agreement (**Exhibit C**) will be made part of the ensuing contract with the vendor.

## **2.0 OFFEROR'S/PROPOSER'S WRITTEN PROPOSAL SHALL CONTAIN THE FOLLOWING MINIMUM REQUIREMENTS**

- (1) Name of offeror/proposer; location of offeror/proposer principal place of business; the place of performance of the proposed contract;
- (2) Age and size of offeror's/proposer's business;
- (3) Resume listing abilities, qualifications, and experience of all individuals who will be assigned to provide the required services;
- (4) A listing of three contracts under which services similar in scope, size, or discipline were performed or undertaken. On a proposal form, list three (3) projects including the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected;
- (5) A plan giving as much detail as is practical explaining how the services will be performed;
- (6) Insurance information as described in Section 3.0 Insurance Requirements; and
- (7) An estimate of price.

## **3.0 INSURANCE REQUIREMENTS**

The successful offeror/proposer will be required to procure and maintain errors and omissions/professional liability coverage. Offeror/proposer represents that it will maintain workers' compensation insurance which shall inure to the benefit of all offeror's/proposer's personnel performing services, comprehensive general liability insurance. Liability insurance shall name MDHS as an additional insured for claims arising out of the negligence of the contractor, its officers, agents and employees. Offeror/Proposer shall insure retainment of a fidelity bond in the amount of 25% of the total of the contract. Offeror/proposer will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance. Should the certificate expire during the term of the contract, it is the responsibility of the vendor to provide copies of the current insurance certificates.

## **4.0 RENEWAL OF CONTRACTS**

The contract may be renewed at the discretion of the agency upon written notice to the Independent Contractor at least sixty (**60**) days prior to the contract anniversary date for a

period of one year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two (2).

**5.0 COMPENSATION FOR SERVICES WILL BE IN THE FORM OF A FIRM FIXED-PRICE AGREEMENT**

The proposed contract will be in the form of a "Fixed-Price Contract." A fixed-price contract places responsibility on the Contractor for the delivery of the commodity/service in accordance with the contract terms at a price that is not subject to adjustment because of variations in the Contractor's cost performing the work specified in the contract. Contracts shall not become effective until they are actually executed by the Executive Director of MDHS.

**6.0 ACCEPTANCE OF PROPOSALS**

The Funding Division reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the Funding Division. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

**7.0 DISPOSITION OF PROPOSALS**

All submitted proposals become the property of the State of Mississippi.

**8.0 COMPETITIVE NEGOTIATION**

The bidding method to be used is that of competitive negotiation, from which the Funding Division is seeking the best combination of price, experience, and quality of service. Discussions may be conducted with offerors/proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, the Funding Division also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially.

**9.0 RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER**

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the Funding Division to execute a contract with any other party. The Funding Division reserves the rights to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any part rest solely with the Funding Division.

**MDHS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS FOR ANY REASON UNTIL THE CONTRACT IS SIGNED. THE CONTRACT WILL NOT BECOME EFFECTIVE UNTIL IT IS SIGNED BY THE MDHS EXECUTIVE DIRECTOR AND ABSOLUTELY NO ACTION IS TO BE TAKEN ON THE CONTRACT UNTIL IT IS SO SIGNED. ANY PERFORMANCE WHICH BEGINS PRIOR TO THE TIME THAT THE CONTRACT IS SIGNED BY MDHS WILL NOT BE COMPENSATED BY THESE FUNDS.**

**10.0 EXCEPTIONS AND DEVIATIONS**

Offerors/Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the offerors/proposers intent to comply fully with the requirements as written. Conditional or qualified offerors/proposers, unless specifically allowed, shall be subject to rejection in whole or in part.

**11.0 NONCONFORMING TERMS AND CONDITIONS**

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The Funding Division reserves the right to permit the offerors/proposers to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Funding Division of non-responsiveness based on the submission of nonconforming terms and conditions.

**12.0 EXPENSES INCURRED IN PREPARING OFFERS**

The Funding Division accepts no responsibility for any expense incurred by the offerors/proposers in the preparation of an offer. Such expenses shall be borne exclusively by the offerors/proposers.

**13.0 PROPRIETARY INFORMATION**

The offerors/proposers should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. 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. **(Exhibit D)**

#### **14.0 ADDITIONAL INFORMATION**

Questions about the RFP document must be submitted in writing by **August 18, 2014, by 3:00 p.m. CST** to:

Mary Fuller, Bureau Director II  
750 North State Street  
Jackson, MS 39202  
Email: mary.fuller@mdhs.ms.gov  
Fax number: (601) 359-4333

Offerors/Proposers are cautioned that any statements made by the contact person that materially change any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to the RFP. Furthermore, if any offerors/proposers addresses questions to anyone other than Mary Fuller, that the answer, if any is given, will not only be invalid but questioner's proposal will be rejected.

#### **15.0 DEBARMENT**

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts 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. **(Exhibit E)**

#### **16.0 ELIGIBLE APPLICANTS**

The following entities are considered eligible to apply for funds by submitting a proposal to provide the services requested under this RFP. The applicants must be licensed to do business in the State of Mississippi: Public and Private Businesses, Non-profit Agencies, Community-Based Organizations, and Social Service Agencies.

#### **17.0 REQUIRED CLAUSES FOR PROCUREMENT**

##### **17.1 Applicable Law**

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

##### **17.2 Availability of Funds**

It is expressly understood and agreed that the obligation of the State to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the

continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds, or of the State of Mississippi to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the State, the State shall have the right upon written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

### **17.3 Procurement Regulations**

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, for inspection, or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).

### **17.4 Compliance with Laws**

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

### **17.5 Stop Work Order**

(1) Order to Stop Work: The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

(a) Cancel the stop work order; or,

(b) Terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

- (2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:
- (a) the stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and,
  - (b) the contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) Adjustment of Price: Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this Contract.

#### **17.6 Representation Regarding Contingent Fees**

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

#### **17.7 Representation Regarding Gratuities**

The offerors/proposers or Contractors represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

#### **17.8 Acknowledgement of Amendments**

Offerors/Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received by the Funding Division by the time and at the place specified for receipt of proposals.

#### **17.9 Certification of Independent Price Determination**

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any

consultation, communication, or agreement with any other proposer or competitor related to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices.

#### **17.10 Prospective Contractor's Representation Regarding Contingent Fees**

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor *has/has not* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

*Note: Clause 17.10 shall be completed, signed and conspicuously placed within the proposal. (Exhibit F)*

#### **17.11 E-Payment**

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

#### **17.12 E-Verification**

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

### **17.13 Transparency**

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

### **17.14 Paymode**

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

## **18.0 EVALUATION PROCEDURE**

### **18.1 Qualifications of Offeror/Proposer**

The offeror/proposer may be required before the award of any contract to show to the complete satisfaction of MDHS that it has the necessary facilities, ability, and financial resources to provide the services specified therein in a satisfactory manner. The offeror/proposer may also be required to give a past history and references in order to satisfy MDHS in regard to the offeror's/proposer's qualifications. MDHS may make reasonable investigations deemed necessary and proper to determine the ability of the offeror/proposer to perform the work, and the offeror/proposer shall furnish MDHS all information for this purpose that may be requested. MDHS reserves the right to reject any offer if the evidence submitted by, or investigation of, the offeror/proposer fails to satisfy MDHS that the offeror/proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

**18.2 Step One:** Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected, receiving no further consideration.

**18.3 Step Two:** Proposals that satisfactorily complete Step One will be reviewed/analyzed to determine if the proposal adequately meets the needs of MDHS/DFCS. Factors to be considered are as follows:

- (a) The overall quality of the proposal plan for performing the required services. **(Critical)**
- (b) Understanding of the project and its objectives. **(Very Important)**
- (c) The degree of completeness of response to the specific requirements of the solicitation. **(Critical)**
- (d) Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. **(Very Important)**
- (e) The personnel, equipment, facilities, and financial resources to perform the services currently available at the time of contracting. **(Critical)**
- (f) A record of past performance of similar work. **(Critical)**
- (g) Price. **(Very Important)**

**18.4 Step Three:** MDHS/DFCS Director or designee will notify the proposer with the proposal that best meets MDHS needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

### EVALUATION OF PROPOSAL

Each section shall be evaluated by the Division of Family and Children's Services Review Committee and awarded points based upon the specific goals required in the RFP and accomplished through the Description of Services, organization, completeness/thoroughness and quality of the proposer's response.

The following areas shall be evaluated:

EVALUATION FACTORS	IMPORTANCE (Maximum Points)
<b>Plan</b>	
Proposal	30 pts
<b>Ability to Perform</b>	
Agency Experience	10 pts
Description of Evaluation Tools/Methodology	20 pts
Insurance Requirements	5 pts
<b>Personnel, equipment, facilities</b>	10 pts
Agency Description	
Resumes	
<b>Record of Past Performance</b>	5 pts
References from customers/clients	
Letters of Support	
License/Certification	

**Price**

Financial Information	20 pts
<hr/> TOTAL POINTS POSSIBLE	<hr/> 100 pts

**75 POINTS OR ABOVE IS CONSIDERED A PASSING SCORE IN STEP TWO**

During the evaluation process, all information concerning the proposals submitted shall remain private and shall not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, MDHS/DFCS may request an offeror/proposer to provide explicit written clarification of any part of the proposal. At its discretion, MDHS/DFCS may perform an appropriate cost and pricing analysis of an offeror's/proposer's proposal.

If contracts are awarded, the awards shall be made to financially responsible and technically responsive offerors/proposers whose proposals conform to the conditions and requirements of this RFP, and which is most advantageous to MDHS/DFCS with price and other factors considered. MDHS/DFCS shall notify the successful offerors/proposers in writing of the award of the contract. MDHS/DFCS will notify the unsuccessful offerors/proposers in writing as well that their proposals were not selected.

**MDHS/DFCS may also cancel this RFP or reject proposals at any time prior to award of a contract.**

**At MDHS/DFCS' discretion, the evaluation may also include communication with any and all prior and current clients and/or programs/projects of the offeror/proposer and verification of the offeror's/proposer's qualification to perform the services described in its proposals. If MDHS/DFCS determines that any of the information provided by the offeror/proposer 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 offeror's/proposer's proposal, MDHS/DFCS reserves the right to adjust scores appropriately and/or to disqualify that proposal.**

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

**19.0 ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.**

**20.0 COST DATA SUBMITTED AT THIS STAGE IS SUBJECT TO NEGOTIATION BUT SHOULD INCLUDE AN ESTIMATE OF THE ANNUAL COST OF THE SERVICE.**

## 21.0 THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS:

The Proposer shall submit, either by U.S. Mail or Hand-Delivery, FedEx or other courier, one (1) completed, typed original proposal, marked "ORIGINAL" and three (3) typed COPIES of the proposal. Each copy shall be complete, collated and ready for reviewers, along with all required Attachments and Exhibits. The proposal must be typed with double spacing and be no more than fifty (50) single side pages (8½ x 11), excluding exhibits and attachments, in length. The original proposal and each copy must be separately bound in a 3-ring binder. Exhibits and attachments must be clearly identified and indexed in the proposal. Please include the following:

- **Proposal Cover Sheet**: Please complete the proposal cover sheet and attach it to the proposal. (**Exhibit G**)
- **Table of Contents**

### 21.1 Agency Description

This section shall contain all pertinent data relating to the applicant and experience of the personnel to provide the services requested in this RFP. This area shall focus on the applicant's past history or experience of providing the services requested in this RFP, and ability to provide services in the future. The applicant should address the following issues:

- Describe the size and organizational structure of the agency and identify its relationship (if any) to any parent or sister firms or subsidiaries. (Include organizational chart).
- Give location of the applicant's principal office and the number and job title of persons employed at the office.
- Provide names, addresses, and telephone numbers of three (3) agencies and/or business contacts including key individuals within those organizations who have utilized the applicant's services for providing the same or similar services requested in this RFP. These contacts should have taken place no longer than twenty-four (24) months prior to the submission of your proposal in response to this RFP.
- If incorporated, the name of the state incorporation shall be included.
- If a non-profit organization, show documentation which proves that it meets the requirements of Section 501(c)3 of the Internal Revenue Code.
- The applicant must identify if subcontractors will be used to provide the services requested in this RFP, and if so, identify in detail the functions of the subcontractors.
- The applicant must identify the contact person who will manage, oversee or ensure the delivery of services requested. The applicant should focus on key personnel that will be involved in the delivery of services. Include job description and qualifications for all personnel to be involved in the delivery of services.

- Specify amount of time to be devoted to the delivery of service by each staff. Provide list of personnel, qualifications and duties of pertinent staff members.
- The applicant must provide proof of its legal entity. Document executed under oath, describing the legal authority of the person signing the application/proposal to bind the organization. There must also be a letter from the offeror's/proposer's Board of Directors signed by the President stating its knowledge and approval of entering into this contract with MDHS. Also include, certified copies of the applicant's Articles of Incorporation (if applicable), By-Laws, Resolutions and any other documentation that serves as evidence of both authority of signatory to execute a binding contract on behalf of the organization and documentation that would prove that the organization is a legal entity.

## **21.2 Agency Experience**

- Will have extensive knowledge of MDHS/DFCS policy and practice as well as at least 3 years experience working with the Olivia Y. Modified Mississippi Settlement Agreement and Reform Plan involving the MACWIS system and the ability to validate and enhance MACWIS data reports.
- Describe how the agency/organization's delivery of services has impacted the families and children served through MDHS. Offeror/Proposer should be detailed in providing outcome data, if applicable.

## **21.3 Proposed Services meet RFP Requirements**

The proposal must include services to meet all RFP requirements as indicated in the Description of Services.

## **21.4 Evaluation Tools/Methodology**

The Proposal must include an evaluation plan and evaluation tool that will measure program outcomes that must be submitted to MDHS with monthly progress and expenditure reports.

## **21.5 Letters of Support**

The Proposal must include three (3) letters of support from local community organizations or individuals, of the three, one must be from a previous or current client.

## **21.6 Budget Information/Cost Data**

- Offeror/Proposer shall produce evidence of financial stability and sufficient resources which will allow them to operate the program in a satisfactory manner, as determined by the MDHS evaluation team, throughout the contract period. As part of the submission of the proposal, offeror/proposer must attach a copy of the last two (2) years audited financial statements complete with the notes and opinion letter from

applicant's auditor and/or other proof, acceptable to MDHS, of financial responsibility.

- In order to assure financial responsibility in performing the requirements of this RFP, MDHS reserves the right to require a current financial statement prepared and certified by an independent auditing firm. Evidence of financial stability is a prerequisite to proposal evaluation regardless of other considerations. Offerors/Proposers, including the parent corporation of any subsidiary corporation submitting a response, must include in their proposal evidence of financial responsibility and stability for the performance of the contract resulting from this RFP. MDHS reserves the right to request any additional information to assure itself of an offeror's/proposers' financial status.

In the event that an offeror/proposer is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the offeror/proposer of each and every term, covenant, and condition of such contract as may be executed by the parties.

- Provide detailed Budget Information and Budget Narrative:
  1. Estimated expenditure by service/activity;
  2. Detailed description of cost computations by services/activities; and
  3. Cost data submitted at this stage is not binding and is subject to negotiation if your proposal is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.
- Offeror/Proposer shall disclose if and when it has filed for bankruptcy within the last seven years under its name or the sole proprietor's name in a related business. For offerors/proposers that are partnerships or corporations, offeror/proposer must disclose whether any of its principals, partners or officers has filed bankruptcy within the last seven years in a related business.

**NO MORE THAN 10% OF THE TOTAL AMOUNT REQUESTED MAY BE BUDGETED FOR ADMINISTRATIVE COSTS. The procurement of equipment will not be allowed under this RFP.**

#### **21.7 Acceptance of Conditions**

Indicate any exceptions to the general terms and conditions of the bid document and to insurance, bonding, and any other requirements listed.

**21.8 Additional data**

Provide any additional information that will aid in the evaluation of the response.

**21.9 Required Clauses**

Acknowledgment that the required clauses in section 17.0 are adhered to at all times and provides response to appropriate clauses.

**21.10 Signature**

Proposal must be signed by an authorized signatory of vendor.

**21.11 Documentation**

Documentation verifying proof of liability insurance and documentation from the Mississippi Secretary of State verifying offerors/proposers are licensed to conduct business in the State of Mississippi.

**21.12 Debriefing Request**

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

**EXHIBIT A**  
**MODIFIED MISSISSIPPI**  
**SETTLEMENT AGREEMENT AND**  
**REFORM PLAN**

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

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MODIFIED MISSISSIPPI SETTLEMENT AGREEMENT AND REFORM PLAN

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
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OLIVIA Y., *et al.*

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MODIFIED MISSISSIPPI SETTLEMENT AGREEMENT AND REFORM PLAN

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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.

<u>Service Type</u>	<u>Minutes</u>	<u>Caseload Units</u>
• 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) By the end of Implementation Period Three:
  - (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:<sup>1</sup>

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

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<sup>1</sup>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. By the end of Implementation Period Three:
  - 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. By the end of Implementation Period Three:
  - 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. Beginning by the date set forth in Appendix "A" that a DFCS region has undergone the Initial Practice Model Implementation Period:
  - 1) All caseworkers assigned to active cases, and their supervisors, will have undergone training on the family team meeting protocols.
- 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 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) 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 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) 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 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. Beginning by 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 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. 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 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  
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/s/ Jim Hood

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SO ORDERED AND ADJUDGED, this the 6<sup>th</sup> day of July, 2012.

/s/Tom S. Lee  
DISTRICT JUDGE

## APPENDIX "A"

## Modified Mississippi Settlement Agreement and Reform Plan

**Practice Model Rollout Schedule**

<b>I-South, II-West</b>	<b>January-June 2010</b>	<b>July 2010 – June 2011</b>	<b>Approx. Sept. 2011 – August 2012</b>	<b>September 2012 – August 2013</b>
<b>V-West</b>	<b>July-December 2010</b>	<b>January - December 2011</b>	<b>Approx. March 2012 – February 2013</b>	<b>March 2013 – February 2014</b>
<b>IV-North</b>	<b>July – December 2010</b>	<b>January 2011 – June 2012 (18 months)</b>	<b>Approx. Sept. 2012 – August 2013</b>	<b>September 2013 – August 2014</b>
<b>I-North, III-South, IV-South</b>	<b>January-June 2011</b>	<b>July 2011 – June 2012</b>	<b>Approx. Sept. 2012 – August 2013</b>	<b>September 2013 – August 2014</b>
<b>V-East,</b>	<b>July-December 2011</b>	<b>January – December 2012</b>	<b>Approx. March 2013 – February 2014</b>	<b>March 2014 – February 2015</b>
<b>III-North, VII-East</b>	<b>July 2011 – June 2012 (12 mos.)</b>	<b>July 2012 – June 2013</b>	<b>Approx. Sept. 2013 – August 2014</b>	<b>September 2014 – August 2015</b>
<b>II-East, VI, VII-West</b>	<b>July-December 2012</b>	<b>January – December 2013</b>	<b>Approx. March 2014 – February 2015</b>	<b>March 2015 – February 2016</b>

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<sup>1</sup>**

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)	MWWS53HS	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)	MWZWC3	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

<sup>1</sup> 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)	MWZWCSD	Currently Available
New caseworkers/supervisors complete their training requirements before assuming their responsibilities. (MSA II.A.2.c.2-3) <sup>2</sup>	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

<sup>2</sup> 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 <sup>3</sup> 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

<sup>3</sup> 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 <i>(MSA III.B.3.b.1)</i>	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. <i>(MSA III.B.7.c)</i>	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. <i>(MSA II.B.3.d)</i>	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. <i>(MSA II.B.3.f)</i>	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. <i>(MSA II.B.3.g)</i>	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. <i>(MSA II.B.3.e)</i>	FCR	12/31/12
Children reaching age 3 in care shall be provided a dental exam within 90 days of his/her 3 <sup>rd</sup> birthday and every 6 months thereafter. <i>(MSA II.B.3.e)</i>	FCR	12/31/12
Supervisors shall receive a minimum of 24 hours annual on-going, in-service training. <i>(MSA II.A.2.c.4)</i>	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	Year 1	Year 2	Year 3	Year 4	Year 5	Responsibility
<b>1. Recruitment Activities</b>						
<b>A. Targeted Recruitment: Market Segmentation</b>						
D,E,F		X	X			Evaluator; CSF; Project Team
D,E,F		X	X			Evaluator; CSF; Project Team
D,E,F		X	X			Evaluator; CSF; Project Team
D,E,F		X	X			Evaluator; CSF; Project Team
D,E,F		X	X			Evaluator; CSF; Project Team
<b>B. Targeted Recruitment Diligent Recruitment Specialists</b>						
J,K,U		X				Project Team
J,K,U		X				Project Team; CSF; Training Unit
J,K,U		X				Project Team; CSF; Training Unit
J,K,U			X			Project Team
J,K,U			X	X	X	Project Team; Training Unit

**APPENDIX "D"**  
 Modified Mississippi Settlement Agreement and Reform Plan

Cooperative Agreement Items	Coal/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
<b>C. Child Specific Recruitment</b>						
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
<b>D. General Recruitment</b>						
D,E,G	1. Develop plan for ensuring inquires from prospective resource families are handled in a timely and consistent manner	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 manner		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
<b>2. Resource Licensure</b>						
<b>A. Resource Applicants</b>						
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>B. Resource Family Training</b>						
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
<b>C. Home Study Format</b>						
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 1	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
<b>D. Home Study Process</b>							
G	1. All prospective parents currently have access to the home study process		X	X	X		Project Team; Regional Resource Staff
E,G	2. Ensure home studies are completed in a timely manner		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		Regional Resource Staff
<b>3. Customer Service Model</b>							
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 1	Year 2	Year 3	Year 4	Year 5	Responsibility
<b>4. Contract with the Licensed Child Placing Agencies</b>							
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.
<b>5. Family/Child Matching</b>							
<b>A. Characteristics of Children in Care</b>							
A,Q	1. Establish baseline and benchmarks 3-6 months prior to regional implementation roll out		X				Evaluator; Project Team
A,Q	2. Aggregate data by county & make available to regions, counties, and private agencies		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	X		Project Director; State Co-Leads, MACWIS; Evaluator
A,Q	5. Address characteristics of children in care and their placement needs through regular placement committee meetings		X	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>B. Resource Family Characteristics</b>						
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 through regular placement committee meetings	X	X	X		Project Team; Regional Resource Staff
<b>8. Collaboration/Public-Private Partnerships</b>						
C	1. Use consumer data to determine communities with highest placement rates by zip code	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		Project Team; Regional Resource Staff
C	4. Adapt staff and resource families to include/work with community partners	X	X	X		Project Team; CSF; Regional Resource Staff
<b>10. Website</b>						
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

Cooperative Agreement Items	Year 1	Year 2	Year 3	Year 4	Year 5	Responsibility
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
<b>11. Evaluation Activities</b>						
	X	X	X	X	X	Evaluator
1. See attached evaluation plan						

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

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NOTICE OF FILING OF FINAL PERIOD 4 IMPLEMENTATION PLAN

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Pursuant to Section I.D of the Modified Mississippi Settlement Agreement and Reform Plan (Dkt. No. 571) (the "Modified Settlement Agreement"), the parties agreed to develop an annual implementation plan setting forth the steps that must be taken during Implementation Period 4 in order to meet Implementation Period 4's interim benchmarks and make the progress necessary to achieve overall compliance with the Modified Settlement Agreement. The parties have negotiated and signed the Final Period 4 Implementation Plan, which supplements the parties' Initial Period 4 Implementation Plan (Dkt. No. 590), and which has this day been submitted electronically to the Court as Exhibit 1 attached hereto, and which is now incorporated into the Modified Settlement Agreement pursuant to Section I.E.

Respectfully submitted, this the 8th day of January, 2014.

/s/ Julia L. Davis

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*DEFENDANTS' COUNSEL*

CERTIFICATE OF SERVICE

I, Julia L. Davis, do hereby certify that on January 8, 2014, I electronically filed a true and correct copy of the foregoing document with the Clerk of court using the ECF system which sent notification of such to counsel as follows:

Dewitt L. ("Rusty") Fortenberry, Jr. (MSB #5435)  
Kenya Key Rachal (MSB # 99227)  
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SO CERTIFIED, this 8th day of January, 2014.

*/s/ Julia L. Davis*  
Julia L. Davis (MBN 47310 *pro hac vice*)

# EXHIBIT 1

Modified Mississippi Settlement Agreement And Reform Plan

**FINAL PERIOD 4 IMPLEMENTATION PLAN**

This is the Final Period 4 Implementation Plan (the "Final Plan") required by Section I.D of the Modified Mississippi Settlement Agreement and Reform Plan (the "Modified Settlement Agreement" or "MSA") (Dkt. No. 571) and the Initial Period 4 Implementation Plan (the "Initial Plan") (Dkt. No. 590-1). Period 4 shall run for a 12-month period beginning on July 7, 2013. Defendants shall substantially comply with both the Initial Plan and the Final Plan requirements by the end of Period 4, or as specified therein.

The Parties acknowledge that, as applicable, the ongoing obligations of the Period 3 Implementation Plan (Dkt. No. 571, App. B) remain in effect.<sup>1</sup>

**I. Reform Planning and Implementation**

- A. Pursuant to Section I.A of the Initial Plan, the Final Plan supplements the obligations set forth in the Initial Plan, which remain in effect.
- B. Pursuant to Section I.E of the MSA, the Parties, working with the Monitor, shall begin to negotiate the Period Five Implementation Plan by April 7, 2014.

**II. Administration and Management Implementation Steps**

**A. Human Resources Management**

- 1. By January 15, 2014, Defendants, in consultation with the Monitor, shall undertake a process for correcting the caseworker mixed caseload data reports submitted to the Monitor for caseloads as of November 1 and November 30, 2013 and any subsequent monthly caseworker mixed caseload data reports with regard to supervisory caseload assignments.
- 2. By January 24, 2014, Defendants shall produce to the Monitor supplemental information to correct the caseworker mixed caseload data reports submitted to the Monitor for caseloads as of November 1 and November 30, 2013 with regard to supervisory caseload assignments.
- 3. Defendants shall produce to the Monitor and Plaintiffs caseworker mixed caseload data reports once each week for a period of three months beginning the week of February 1, 2014. Following production of these first three months of data, Defendants, in consultation with Plaintiffs and the Monitor, will determine whether the caseworker mixed caseload data report shall be produced on a weekly, bi-weekly, or monthly basis.
- 4. In an effort to address the recruitment of area social worker supervisors ("ASWS"), Defendants shall undertake the following efforts during Implementation Period 4:

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<sup>1</sup> These obligations include those set forth in the following sections of the Period 3 Implementation Plan: I.A.1.a-c; I.A.2.a and c.4-6; I.A.3.a.2 and a.4; I.B.1; I.B.2; I.B.3; I.B.6; I.B.19; I.C; I.D.3; I.F.1; II.B.2; II.B.3; II.B.4; II.B.5.a and 5.d-f; II.C.2; II.C.4; II.D; II.E; II.F.1; II.G.1; and II.H.2.

Modified Mississippi Settlement Agreement And Reform Plan

- a) Defendants shall undertake recruitment efforts through the Master of Social Work ("MSW") programs at the following universities: Jackson State University, Mississippi Valley State University, Union University, University of Alabama, Louisiana State University, Tulane University, University of Arkansas-Little Rock, University of Mississippi, and University of Southern Mississippi:
  - i. The recruitment efforts will be overseen by a region-based recruitment team which will consist of either a Regional Director, Regional ASWS, and an ASWS, or a Regional Director, ASWS and a caseworker.
  - ii. Each recruitment team will be required to make one visit in the spring semester of 2014 to the MSW program at their assigned university and visit with students at various levels of MSW attainment. The recruitment team will present opportunities for employment at the Mississippi Division of Family and Children Services ("DFCS") and also provide the students with an information packet on DFCS employment opportunities and benefits that will be prepared by the DFCS Director of Workforce Development.
  - iii. The recruitment team will also be required to visit and present to at least one class of undergraduate social work ("BSW") students at their assigned university in the spring semester of 2014 to discuss opportunities for employment at DFCS, the offering of the MSW education as part of the DFCS benefits package, and internship opportunities at DFCS.
- b) Defendants shall undertake recruitment efforts through the undergraduate social work ("BSW") programs at the following universities: Alcorn State University, Rust College, University of Mississippi-Southaven and Tupelo campuses, Delta State University, Belhaven University, Mississippi College, and Mississippi State University-Starkville and Meridian campuses.
  - i. The recruitment efforts will be overseen by a region-based recruitment team which will consist of either a Regional Director, Regional ASWS, and an ASWS, or a Regional Director, ASWS and a caseworker.
  - ii. The recruitment team will be required to visit and present to at least one class of undergraduate social work students at their assigned universities in the spring semester of 2014 to discuss opportunities for employment at DFCS, the offering of the MSW education as part of the DFCS benefits package, and internship opportunities at DFCS.

Modified Mississippi Settlement Agreement And Reform Plan

- c) The assignments for the region-based recruitment teams discussed in II.A.4.a.-b. above are as follows:

Region 1 North	Union University in Jackson, TN (MSW) Rust College (BSW) University of Mississippi-Southaven (BSW)
Region 1 South	University of Mississippi-Oxford, MS (MSW) University of Mississippi-Tupelo (BSW)
Region 2 East	MS Valley State University (MSW)
Region 2 West	University of Arkansas, Little Rock (MSW) Delta State University (BSW)
Region 3 North	Belhaven University (BSW) Mississippi College (BSW)
Region 3 South	Jackson State University (MSW)
Region 4 North	University of Alabama (MSW) Mississippi State University-Starkville (BSW)
Region 4 South	Mississippi State University, Meridian (BSW)
Region 5 East	University of Southern Mississippi (MSW) Alcorn State University (BSW)
Region 5 West	Louisiana State University (MSW)
Region 6	University of Southern MS (MSW)
Region 7 East	University of Alabama- Mobile (MSW)
Region 7 West	Tulane University (MSW)

- d) By March 1, 2014, Defendants shall request that the Mississippi State Personnel Board revise and approve requirements for the position of ASWS to require two years of experience. Nothing in this provision alters the supervisor qualifications as set forth in MSA Section II.A.2.b.
- e) Defendants shall conduct a training session on the licensure examination at no cost to caseworkers once every other month during Period 4, with the first training commencing February 2014.

Modified Mississippi Settlement Agreement And Reform Plan

- f) By January 31, 2014, Defendants shall advertise salary increases for ASWS in the Carve-Out Counties (Hancock, Harrison, Hinds, and Jackson counties).
- g) By February 1, 2014, Defendants shall provide to the Monitor and Plaintiffs information about comparable salaries for supervisors at other state child welfare agencies in the Southeast United States and similar Mississippi social service agencies reviewed by Defendants.

**B. Continuous Quality Improvement**

1. Defendants shall maintain a minimum of at least two reviewers in the Safety Review Unit to review maltreatment in care investigations.
2. By March 1, 2014, Defendants shall provide to Plaintiffs and the Monitor a CQI corrective action tracking process. This process will outline how recommendations and corrective actions identified through the CQI Foster Care Review ("FCR"), Evaluation and Monitoring Unit ("EMU"), and Safety Review Unit ("SRU") review processes are distributed to and addressed by Regional Directors with supervisors and caseworkers through the HEAT system and how those corrective actions are prioritized, tracked, and followed-up on by CQI staff (the "CQI Corrective Action Tracking Process"). Defendants shall provide monthly reporting to the Monitor documenting Defendants' obligation to ensure timely implementation of corrective actions required by the CQI Corrective Action Tracking Process.
3. Defendants shall take steps to improve the quality of the data to be collected to meet data reporting requirements of the MSA through the FCR process, through the following means:
  - a) By March 30, 2014, Defendants shall provide training to FCR reviewers on the areas needing attention as identified in Defendants' Monthly Data Quality Reports, produced pursuant to the Project Schedule for Defendants' Production of Data Reports Required by Appendix C of the Modified Settlement Agreement, dated June 24, 2013 (Dkt. No. 589) (the "June Order") and will revise the FCR PAD Reference Guide to address issues that were identified by the Monitor and Plaintiffs during the report specification development process. Defendants shall consult with the Monitor regarding those revisions to the FCR PAD Reference Guide.
  - b) By April 30, 2014, Defendants shall provide guidance to the FCR supervisors on monitoring the reviews conducted by their reviewers.
  - c) By April 30, 2014, Defendants shall revise the PAD instrument to include specific questions if appropriate to the PAD instrument and FCR process in order to reduce the total number of MSA requirements that will require a case record review for reporting.

Modified Mississippi Settlement Agreement And Reform Plan

C. Information Management and Use

1. By March 1, 2014, Defendants shall provide to Plaintiffs and the Monitor a timeline for the development and implementation of its replacement SACWIS system.
2. Defendants shall produce to the Monitor and Plaintiffs accurate and validated reports listed in Appendix 2 of the Initial Plan as set forth in Appendix 3.
  - a) The first production of each report shall contain all reports that were due during Implementation Period 4 (starting with the month of July 2013) through the most recent month.<sup>2</sup>
  - b) Each monthly report shall contain data about the most recent month with available data, separate from information about any prior months. Reports may also contain information aggregated in other ways.
  - c) Data reports shall be produced in a live excel file or comparable format for ease of use by the Monitor and Plaintiffs.
  - d) Data reports listed in Appendix 3 shall be created and validated following the process outlined for Appendix C Reports in the June Order.

III. Foster Care Service Standards

A. Child Safety

1. By February 15, 2014, Defendants shall provide to Plaintiffs and the Monitor a letter identifying the barriers to Defendants' timely initiation and completion of maltreatment in care investigations as required by MSA Section II.B.1.e.2 (the "MIC Timeliness Letter"). The MIC Timeliness Letter will include specific action steps and a timeline prior to the end of Period 4 for immediately addressing the failure to timely initiate and complete investigations. Once the action steps and timeline are approved by the Monitor, Defendants shall implement the specific action steps and timelines contained therein.
2. Within 30 calendar days of receiving the Monitor's written findings from the maltreatment in care investigation expert assessment, Defendants shall provide to Plaintiffs and the Monitor a letter identifying strategies for reducing the rate of maltreatment in care (the "MIC Reduction Letter"), having considered the information provided in the expert assessment in determining the strategies.

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<sup>2</sup> The parties recognize that certain information required by the MSA cannot currently be captured by existing MACWIS data or FCR PAD reports. The parties agree that this information will be collected through periodic case record reviews conducted in consultation with the Monitor and may not be available retrospectively or on a monthly basis.

Modified Mississippi Settlement Agreement And Reform Plan

Defendants shall begin implementing the strategies within 30 calendar days of completion of the MIC Reduction Letter.

3. By February 1, 2014, Defendants shall hire a supervisor to lead the Special Investigations Unit. This supervisor will report directly to the MDHS-DFCS Deputy Administrator.
4. By the end of Period 4, Defendants shall hire 13 investigators to staff the Special Investigations Unit.

**IV. Practice Model Implementation**

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

**V. Regional Outcome Requirements**

- A. By March 15, 2014, Defendants shall provide to Plaintiffs and the Monitor a letter identifying the barriers to, and action steps and timelines for improvement in, the following areas of Defendants' performance:
  1. Timely Case Planning
  2. Parent and Sibling Contacts While in Custody
  3. Regions VII West and III South
- B. By the end of Period 4, Defendants shall report to the Monitor and Plaintiffs progress made on the action steps identified in the letter described in Section V.A.

Modified Mississippi Settlement Agreement And Reform Plan

**DATED:**

January 8, 2014

**AGREED TO BY:**

/s/Marcia Robinson Lowry

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Julia L. Davis (MBN 47310 *pro hac vice*)

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APPENDIX 3  
Final Period 4 Implementation Plan

	Data Report	Report Type	Date Produced to the Monitor and Plaintiffs
1.	Within 30 days of the completion of any investigation of maltreatment of a child in custody DFCS shall review the maltreatment investigation in the manner set forth in the MSA. (MSA II.B.1.d)	Manual	March 1, 2014
2.	Defendants shall ensure that all licensed resource families receive at least the minimum reimbursement rate for a given level of service as established pursuant to the MSA. (MSA II.A.7.a)	Manual and MACWIS	MACWIS report: April 30, 2014; Manual report: May 30, 2014
3.	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. (MSA II.B.1.e.4)	Case Record Review	To be determined by March 30, 2014
4.	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. (MSA II.B.1.e.5)	Case Record Review	To be determined by March 30, 2014
5.	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. (MSA II.B.2.b; MSA II.B.2.p.1)	MACWIS	June 30, 2014
6.	DFCS caseworkers shall compile, maintain, and keep current complete child welfare case records. (MSA III.B.4.a)	Case Record Review	To be determined by March 30, 2014
7.	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	MACWIS and Case Record Review	MACWIS report: May 30, 2014; Case Record Review: To be determined by March 30, 2014

APPENDIX 3  
Final Period 4 Implementation Plan

	month with any siblings not in the same placement (unless a court order in the child's case limits such visits). (MSA III.B.5.a)		
8.	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. (MSA III.B.6.c)	Case Record Review	To be determined by March 30, 2014
9.	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; i.1. 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. (MSA III.B.7.d)	Case Record Review	To be determined by March 30, 2014
10.	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. (MSA III.B.8.a)	Case Record Review	To be determined by March 30, 2014
11.	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. (MSA III.B.8.c)	Case Record Review	To be determined by March 30, 2014

**EXHIBIT B**  
DESCRIPTION OF SERVICES

## **DESCRIPTION OF SERVICES**

### **MACWIS Workload Validation**

The consultant(s) shall assist the Mississippi Department of Human Services (MDHS), Division of Family and Children's Services (DFCS) in identifying needed improvements in assessing compliance with procedural requirements stipulated by the U.S. Department of Health and Human Services (HHS) in the 1994 Amendments to the Social Security Act (SSA) authorizing HHS to review State Child and Family Services programs to ensure conformity with the requirements in Titles IV-B and IV-E of the SSA.

The consultant(s) shall commit to provide the following:

- Evaluation of processes in place to enable the DFCS to provide sufficient training to staff, providers, and resource families in order to meet the needs and requirements of the *Olivia Y., et al, v. Bryant* Modified Mississippi Settlement Agreement and Reform Plan (MSA) and Council on Accreditation standards.
- Development of Caseload standards and caseload measurement methodology to assure manageable caseloads for caseworkers and supervisors in line with the standards required by the MSA.
- Ongoing analysis of Workload/Caseload/Staffing data and monthly production of Reports related to MSA requirements related to numbers and percentages of staff by county, Region, and Statewide exceeding the Caseload requirements specified in the Settlement Agreement, Reports regarding the Supervisor to Caseworker Ratio specified in the MSA, and Reports related to Caseload and Workload Validation.
- Generation of monthly reports based on analysis and transcription of data from DFCS Human Resources Reports and MACWIS Workload Reports into spreadsheets formatted to meet requirements of recipients of reports. Such reports include, in addition to reports listed above, identification of Critical Need Counties and geographical areas, progress being made in regard to caseload and staffing issues, specific data related to Practice Model Implementation and MSA compliance.
- Production of Monthly Reports concerning Workload, Caseload, and Staffing for Regional Directors, Regional Practice Model Implementation Teams, and State Level Implementation Teams.
- Division-wide consultation, tracking and quality assessment of all deliverables required by the *Olivia Y., et al, v. Bryant* MSA.
- Training, coaching, and consultation of and with field staff and other staff as needed.

# EXHIBIT C

## AGREEMENT

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

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

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

3. **Scope of Services.** The Independent Contractor shall provide, perform and complete, in a reasonable manner as determined by MDHS, the services and activities described in the "Scope of Services", attached hereto as Exhibit \_\_\_ and the "*Modified Mississippi Settlement Agreement and Reform Plan*," attached hereto as Exhibit \_\_\_, and incorporated herein by reference.

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

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

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed \_\_\_\_\_. It is expressly understood and agreed that in no event will the total fee paid hereunder exceed the specified amount of \_\_\_\_\_.

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

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State may, at its sole discretion, require the Independent Contractor to submit invoices and supporting documentation electronically, at any time, during the term of this Agreement.

Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

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

**6. Relationship of Parties.**

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

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

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

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

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

**7. Termination for Cause.** If, through any cause, Independent Contractor fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Independent Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by

giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

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

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

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

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

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

**11. Modification or Amendment.** Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change,

supplement, modification, or amendment of any term, provision, or condition of this Contract must be in writing and signed by both parties hereto.

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

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

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

**15. Price Adjustment.**

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

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

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

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

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

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

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

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

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

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

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

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

**24. Stop Work Order.**

**A. Order to Stop Work.** The Director of Division of Family and Children's Services, may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Independent Contractor shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director of Family and Children's Services shall either:

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

**B. Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment may be made in the delivery schedule or Independent Contractor's price, or both. If the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this Contract and the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract. If MDHS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 12, Modification or Amendment, of this Contract.

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

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

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

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

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

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

**28. E-Verify.** Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly

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

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

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

1. This Contract signed by the parties herein and any Exhibits attached hereto;
2. The Request for Proposals dated \_\_\_\_\_, Response to Proposals dated \_\_\_\_\_, and the Written Clarifications or Answers provided by MDHS.

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

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

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

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

**INDEPENDENT  
CONTRACTOR:**

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

Witness my signature this, the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

**BY:** \_\_\_\_\_  
**Signature**

**Print Name and Title:** \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

Witness my signature this, the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**INDEPENDENT CONTRACTOR**

**BY:** \_\_\_\_\_  
**Signature**

**Print Name and Title:** \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

# **EXHIBIT D**

**PROPRIETARY INFORMATION**

**PROPRIETARY INFORMATION**

Did the contractor submit any information to the agency for the Mississippi Automated Child Welfare Information System (MACWIS) Workload Validation Request for Proposal which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes \_\_\_\_\_

No \_\_\_\_\_

If yes, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Agency Representative

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

# **EXHIBIT E**

Federal and Partnership Debarment

**FEDERAL DEBARMENT VERIFICATION REQUIREMENT**  
**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**  
**DIVISION OF FAMILY & CHILDREN'S SERVICES**

\_\_\_\_\_, hereby certifies that \_\_\_\_\_ is not  
Contractor's/Subgrantee's Authorized Official Contractor's/Subgrantee's Name

on the list for federal debarment on www.sam.gov – System for Award Management

(SAM). If \_\_\_\_\_ is placed on the federal  
Contractor's/Subgrantee's Name

debarment list, \_\_\_\_\_ shall notify the appropriate  
Contractor's/Subgrantee's Authorized Official

funding division(s) of the Mississippi Department of Human Services (MDHS) within

24 hours (Monday-Friday). Further, MDHS, Division of Family and Children's

Services will immediately terminate the subgrant(s)/contract(s) between MDHS,

Division of Family and Children's Services and \_\_\_\_\_.  
Contractor's/Subgrantee's Name

\_\_\_\_\_  
Authorized Official's Typed Name/Title

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**  
**DIVISION OF FAMILY AND CHILDREN'S SERVICES**  
**PARTNERSHIP DEBARMENT VERIFICATION**

\_\_\_\_\_, hereby certifies that all entities who are in partnership  
**Subgrantee's/Contractor's Name**

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 Division of Family and Children's Services.

\_\_\_\_\_ also understands that if an entity that we are in partnership  
**Subgrantee's/Contractor's Name**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

# **EXHIBIT F**

## Prospective Contractor's Representation Regarding Contingent Fees

## Prospective Contractor's Representation Regarding Contingent Fees

The prospective contractor ( \_\_\_\_\_ ) represents that it has / has not (please circle the appropriate answer) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

\_\_\_\_\_  
Signature of Contract Person for Contractor      Title

\_\_\_\_\_  
Date

# **EXHIBIT G**

## **PROPOSAL COVER SHEET**

**Mississippi Department of Human Services  
Division of Family and Children's Services  
Proposal Cover Sheet**

Agency: \_\_\_\_\_

For Office Use Only:  
Proposal Number \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Please check one:  Minority Owned     Women Owned     N/A (FOR CLASSIFICATION PURPOSES ONLY)

**1. Organization**

Name: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**2. Executive Officer** \_\_\_\_\_

**3. Organization's tax ID#** \_\_\_\_\_

**4. Amount of Funding requested:** \_\_\_\_\_

**5. Person to contact regarding this Proposal:**

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

**6. Proposed Project Director:**

\_\_\_\_\_

**7. Service Area/Target Population:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative (No stamped signature)

\_\_\_\_\_  
Date