

Mississippi Department of Human Services
Request for Contract Personnel Services
 (Contract Exempt From Personal Service Contract Review Board)

To: EXECUTIVE DIRECTOR'S OFFICE**From:** Economic Assistance
(Division)0651
(Division No.)[Signature]
(Division Director's Signature)

SIGNATURE CERTIFIES COMPLIANCE WITH I.R.S. GUIDELINES. THE CONTRACTOR IS A(N):
CONTRACTUAL WORKER X INDEPENDENT CONTRACTOR TX ID

TYPE REQUEST

A. X New Request C. Modification Request
 B. Renewal Request D. Termination of Services (Termination Effective Date)

CONTRACTING PARTIES: MDHS-DEA and Julie Osnes Consultant, LLC**VENDOR CODE/SSN:** V0002457530 **COMMODITY CODE:** TRN00000000

PERIOD OF PERFORMANCE: From: October 01, 2011 To: JUNE 30, 2012
 (Start Date) (End Date)

DIVISION CONTRACT REPRESENTATIVE: Chris Christmas **TEL. NO:** 359-4828 or 601-540-4333**CONTRACT SERVICE TYPE:** Training**CONTRACT COSTS (Maximum expenditures anticipated):**

	10/01/11-06/30/12	07/01/12-01/31/13	Total	
Personnel Services	\$ 55,382.00	\$ 17,768.00	\$ 73,150.00	\$
Personnel Services FICA	\$	\$	\$	\$
Personnel Services Subtotal	\$	\$	\$	\$
Travel/Subsistence	\$	\$	\$	\$
Travel/Subsistence FICA	\$	\$	\$	\$
Per-Diem	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$
Commodities	\$	\$	\$	\$
Capital Outlay	\$	\$	\$	\$
Subsidies, Loans, Grants	\$	\$	\$	\$
TOTAL CONTRACT	\$ 55,382.00	\$ 17,768.00	\$ 73,150.00	\$

FREQUENCY OF SERVICES: (Please specify: daily, weekly, monthly, etc.) DAILY**MAXIMUM UNIT COST** \$ \$73,150.00 **MAXIMUM HOURLY RATE** \$ **FUND SOURCE:** % General 50 % Federal 50 % Other

(Check appropriate Line:)

X Service Contracts \$50,000 or less

(May be procured from any source in accordance with MDHS Rules and Regulations)

 Service Contracts greater than \$50,000 and not exceeding \$100,000

(May be procured from the lowest bidder or the best proposal after obtaining three (3) written proposals in conformity with the "small purchases" provisions of the Procurement Regulations. Note: If the lowest bid is not chosen, written justification/documentation is required to explain the reason for not accepting.)

NOTE: Service Contract over \$100,000 cannot be processed on this form. Must be completed on SPB Form 620-88 and approved by the (SPB) Personnel Service Contract Review Board.

FOR EXECUTIVE DIRECTOR'S OFFICE USE ONLY

CONTRACT ACTION

 Approval/Renewal for the period:
 From 10/01/11 to 6/30/12 \$ 55,382.00

 Disapproval Termination of Services Acknowledgment Date: Modification Action:a.

(Approval/Disapproval) (Date)

b.

(Approval/Disapproval) (Date)

c.

(Approval/Disapproval) (Date)

[Signature] 9/26/11
 Approval Signature (Date)

Agency Code: 0651
 Contract #: 2070051 (FY12)
 Action type: New Request
 Date entered: 9/12/2011 By: KH

New 5/98

CONTRACT PERSONNEL REQUESTED:

No. of Personnel	Function/Job Title (Specify speciality if consultant, trainer, evaluator, etc.)	Service Type
_____	Training Services	TRN-Training
_____	_____	_____
_____	_____	_____

LIST OF VENDORS (Attach additional list if necessary)

Name	Social Security Number
N/A	_____
_____	_____
_____	_____

VACANCIES IN AGENCY WITH SAME OR RELATED CLASSIFICATION:

No. of Vacancies	Classification
N/A	_____
_____	_____
_____	_____

FOR REGULATORY AGENCY USE ONLY

<p>DEPARTMENT OF FINANCE AND ADMINISTRATION</p> <p>A. FISCAL MGT. (if applicable)</p> <p>B. BUREAU OF PURCHASING ACTION (if applicable)</p> <p>_____ Approval \$ _____</p> <p>_____ Disapproval</p> <p>A. _____</p> <p style="padding-left: 40px;">(Authorized Signature-Reviewer) (Date)</p> <p>B. _____</p> <p style="padding-left: 40px;">(Authorized Signature-Reviewer) (Date)</p> <hr/> <p>OFFICE OF THE ATTORNEY GENERAL (if applicable)</p> <p>_____ Approval \$ _____</p> <p>_____ Disapproval</p> <p>_____</p> <p style="padding-left: 40px;">(Authorized Signature-Reviewer) (Date)</p>	<p>ITS ACTION (if applicable)</p> <p>_____ Approval (CP-1 req/CP-1 not req) \$ _____</p> <p>_____ Disapproval</p> <p>ITS Request No. _____</p> <p>ITS Analyst _____</p> <p>CP-1 No. _____</p> <p>_____</p> <p style="padding-left: 40px;">(Authorized Signature-Reviewer) (Date)</p> <hr/> <p>STATE AUDITOR ACTION (if applicable)</p> <p>_____ Approval \$ _____</p> <p>_____ Disapproval</p> <p>_____</p> <p style="padding-left: 40px;">(Authorized Signature-Reviewer) (Date)</p>
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Required Attachments:

MDHS 620-88 (Internal) - Pages 1,2,3,&4 (Original and two copies)

Contract Agreement(s) (May or may not be signed)

Any other supporting documentation (if applicable)

CONTRACT JUSTIFICATION

DETAILED DESCRIPTION OF CONTRACTUAL SERVICES TO BE PERFORMED INCLUDING LOCATION, PROGRAM, PURPOSE AND CONDITION OR REGULATORY AGENCY ESTABLISHING THE REQUIREMENT FOR CONTRACT PERSONNEL SERVICES:

(Note: Contract services which require regulatory agency action must have concurrence of that regulatory agency prior to submission to the MDHS Executive Director.)

The Independent Contractor will provide technical assistance and training for the agency's SNAP Quality Control(QC) function in the Division of Economic Assistance. The Independent Contractor will be supervised and directed by Jennifer Taylor, the Quality Assurance(QA) director and Chris Christmas Director, the Bureau Director of Administration.

JUSTIFICATION OF REQUEST INCLUDING ASSESSMENT OF CURRENT PERSONNEL RESOURCES (i.e. utilization of current position vacancies; temporary increase in workload above capability of current workforce; level of expertise required; position classification not available to MDHS):

The Contractor's services are needed to provide technical assistance, QC training to the QA staff, and a review of the SNAP policy to assist in stream lining the policies and procedures for SNAP eligibility.

QUALIFICATIONS THAT MAKE THIS CONTRACTOR THE BEST SUITED TO PERFORM THIS TASK:

Julie Osnes Consulting, LLC is the only vendor that provides specialized technical assistance, in-depth training on QC policy and procedures and a policy evaluation to help lower the SNAP QC federal payment error rates. for the all potential vendors. The contractor will provide a review of past and current SNAP QC error cases, a QC Assessment Seminar for both state office and field QC staff, will evaluate SNAP eligibility policies, conduct a Formal FNS-310 SNAP QC Handbook training, conduct semi-monthly QC SNAP calls and provide on going and post project technical assistance.

The division has deemed Julie Osnes Consulting, LLC as a sole source and have received approval from MDHS executive director(see attached memo).

JUSTIFICATION OF MODIFICATION REQUEST (if applicable):

CONSEQUENCE OF CONTRACT BEING DISAPPROVED:

Disapproval of this contract result in the SNAP QC error rate increasing which could lead to fiscal penalties from USDA/FNS.

I have reviewed this contract request and have determined that these services are needed and is not provided with existing county space.



Division Director's Signature/Date

**DIVISION OF BUDGETS AND ACCOUNTING
PERSONAL AND PROFESSIONAL SERVICES
CONTRACT REVIEW CHECKLIST**

	Responsible Division: <u>Economic Assistance</u>	Yes	No
	Contract Name: <u>Julie Osnes Consulting, LLC</u>		
1	Contract modification? Original amount <u>\$55,382.00</u> New Amount \$ _____		✓
2	The agency's contract format is used?	✓	
3	Form SPB 620.88 or MDHS 620.88 is attached and completed correctly?	✓	
4	Administrative Review Memo is attached and signed by authorized individual?	✓	
5	Contract Justification is stated?	✓	
6	Method of procurement is stated? (Sole source, advertised sealed bids, Request	✓	
7	For Proposal, (RFP), three quotes received, etc.)	✓	
8	Scope of services stated are measurable and result oriented	✓	
9	Period of performance of contract is stated?	✓	
10	Method of payment and consideration is stated and computes?	✓	
11	Contract amount is stated, including FICA matching share, if applicable?	11/1A	
12	Form W-9, federal and state withholdings forms are attached, if applicable?		
13	Contract is for the purchase of equipment, commodities, physical improvements,		
14	printing, engraving, or lithographing? If yes, contract has to be approved by DFA		
15	Funding source for contract stated?		
16	Are expenditures allowable per the funding source?		
17	Authority/Allotment is available?		
18	Grant funds are available?		

Comments

REVIEW APPROVALS			
Contract Period: October 1, 2011 - June 30, 2012		State Fiscal Year: '12	
Director of Payroll and Payables	Date: <u>8/16/11</u>	Signature: <u>[Signature]</u>	
Director of Budgets and Grants Mgmt:	Date: <u>8/16/11</u>	Signature: <u>[Signature]</u>	
Contract Coding: Fund <u>3651</u> ORG: <u>2310</u> ACTV: <u>4059</u>		RPTG: <u>B192</u> LOC: <u>6030</u>	

RECEIVED
 2011 AUG 16 AM 10:30
 BUDGETS
 SUBGRANTEE UNIT

10/8/16

**DIVISION OF BUDGETS AND ACCOUNTING
PERSONAL AND PROFESSIONAL SERVICES
TRANSPARENCY CONTRACT CHECKLIST**

Contract Name: Julie Osnes Consulting, LLC
FY'12

Check All that Apply	Yes	No
Is this contract funded by a Federal Grant?	✓	
Is this contract funded by Stimulus Funds?		✓
Provide the Following :		
Federal Grant Award Number: 12352841-112		
Fed Aid Number: B-SNAP		
DUNS Number: 809399918		
CFDA Number: 10.561		

PL 8/16

REVIEW APPROVAL		
Director of Budgets and Grants Mgmt:	Date: <u>8/16/11</u>	Signature: <u>[Signature]</u>

MNPH052 NC13 STATEWIDE PAYROLL AND HUMAN RESOURCE SYSTEM 09/13/2011
PHMCIC3D PHMCIC3M Maintain Independent Contract Information 8:12 AM
3 more >

*Action: _ *Contract Nbr: 0070051 Contract Status: A Contractor Type: IC
*Agency Number.....: 0651 DHS-ECONOMIC ASSISTANCE/TANF
Master Agency.....: 90650 DEPARTMENT OF HUMAN SERVICES
*Vendor Number: V0002457530 Contractor: OSNES JULIE
Contract Start Date.....: 10012011 Contract End Date: 01312013 (MMDDCCYY)
*Contract Service Type.....: TRN TRAINERS
Contract Agreement Amount: 73150.00_____
Contract Termination Date: _____ (MMDDCCYY)
Agency Contract Rep.....: KIMBLEY HENDRIX_____
Agency Contract Rep Phone: 601 359 4449 Ext: _____
*Approval Route.....: P1 STATE PERSONNEL BOARD (CONTRACTS ROUTED TO SP
*Agency Office Code.....: _____
*Agency Project Code.....: _____
Contract Mod Count.....: _____ Contract Mod Date: _____
Gen Fund \$ % Fed Fund \$ % Other Fund \$ %
Contract Funding: _____ 36575.00 50 _____ 36575.00 50
Transmit for Approval.....: N Approval Date: 09/12/2011 Approval Status: A
Direct Command: _____
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
Help Main End Note Hist Bkwd Fwd Prnt Left Right Quit
IC Info 70051 displayed successfully

Master Agcy# 90650 Agency: 0651 DHS-ECONOMIC ASSISTANCE/TAN Contract# 70051
Approval Status: Approved Contract Status: Active

Last Update Dt/Tm: 09/12/2011 4:37:38.0 PM Last Update UID: MNPH052

Master Agcy# 90650 Agency: 0651 DHS-ECONOMIC ASSISTANCE/TAN Contract# 70051
Approval Status: Approved Contract Status: Active

PSCRB Approver:

Justification of request including assessment of current personnel resources:
THE CONTRACTOR'S SERVICES ARE NEEDED TO PROVIDE TECHNICAL ASSISTANCE, QC TRAINING TO THE STAFF, AND A REVIEW OF THE SNAP POLICY TO ASSIST IN STREAM LINING THE POLICIES AND PROCEDURES FOR SNAP ELIGIBILITY.

Master Agcy# 90650 Agency: 0651 DHS-ECONOMIC ASSISTANCE/TAN Contract# 70051
Approval Status: Approved Contract Status: Active

*Contract Nbr: 0070051

Qualifications that make contractor the best suited to perform task:
JULIE OSNES CONSULTING, LLC IS THE ONLY VENDOR THAT PROVIDES SPECIALIZED TECHNICAL ASSISTANCE, IN-DEPTH TRAINING ON QC POLICY AND PROCEDURES AND A POLICY EVALUATION TO HELP LOWER THE SNAP QC FEDERAL PAYMENT ERROR RATES FOR ALL THE POTENTIAL VENDORS.

Consequence of contract being disapproved:
DISAPPROVAL OF THIS CONTRACT WILL RESULT IN THE SNAP QC ERROR RATE IN-
CREASING WHICH COULD LEAD TO FISCAL PENALTIES FROM USDA/FNS.

Master Agcy# 90650 Agency: 0651 DHS-ECONOMIC ASSISTANCE/TAN Contract# 70051
Approval Status: Approved Contract Status: Active

Justification of modification request (if applicable):

VACANCIES IN AGENCY WITH SAME OR RELATED CLASSIFICATION:

ID: PHMCIC3T
JOB: MN720630
STEP: PH720601

STATEWIDE PAYROLL AND HUMAN RESOURCE SYSTEM
Request for Contract Personnel Services Approval

Page: 5
09/13/2011
8:13 AM

Master Agcy# 90650 Agency: 0651 DHS-ECONOMIC ASSISTANCE/TAN Contract# 70051
Approval Status: Approved Contract Status: Active

AUTHORIZED SIGNATURES

Don Thompson / RAB 9/26/11
(AGENCY AUTHORIZED SIGNATURE) (DATE)

| FOR REGULATORY USE ONLY |

DFA ACTION (if applicable)

____ APPROVAL
____ DISAPPROVAL

\$ _____

State Auditor Action (if Applicable)

____ APPROVAL
____ DISAPPROVAL

\$ _____

(Authorized Signature
Reviewer)

(Date)

(Authorized Signature
Reviewer)

(Date)

ITS ACTION (if applicable)

____ APPROVAL (CP-1 Req/CP-1 not Req)
____ DISAPPROVAL

\$ _____

Attorney General Action (if applicable)

____ APPROVAL
____ DISAPPROVAL

\$ _____

(Authorized Signature
Reviewer)

(Date)

(Authorized Signature
Reviewer)

(Date)

| For State Personnel Board Use Only |

1. ____ Approval as Requested
2. ____ Approval with Exception: From _____ to _____ \$ _____
3. ____ Disapproval
4. ____ Excluded (25-9-107{C}{X})
5. ____ Deferred - Not Vested in State Personnel Director Statutory Authority
6. ____ Termination of Services Acknowledgement

(State Personnel Director)

(Date)

**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 Economic Assistance, hereinafter referred to as "MDHS," and Julie Osnes Consulting, LLC., hereinafter referred to as "Independent Contractor."

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

3. **Scope of Services.** The Independent Contractor shall perform and render the following services:

- Review Past Quality Control(QC) Errors
- Conduct QC Assessment Seminar onsite at MDHS with an Assessment Report
- SNAP Policy Review to identify error prone policies with a followup report
- Formal FNS-310 Handbook Training for QC staff onsite at MDHS
- Semi-Monthly QC-SNAP Calls
- Ongoing technical assistance during project
- Ongoing technical assistance post project for up to six months

The Independent Contractor shall provide the services either in her local offices or onsite at the MDHS offices. Jennifer Taylor and Chris Christmas, will ensure that all services outlined above are performed satisfactorily by the Independent Contractor.

4. **Period of Performance.** The period of performance of services under this Contract shall begin on October 01, 2011 and end on January 31, 2013.

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

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a one time fee of \$15,000.00 for a review of past errors, QC Assessment Seminar and Assessment report, a one time fee of \$7,500 for SNAP Policy review and report, a one time fee of \$7,500 for formal FNS-310 Handbook Training provided onsite at MDHS and a monthly fee of \$2,538.23 for Semi-Monthly QC SNAP calls and technical assistance throughout the contract period. It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of Seventy Three Thousand One Hundred Fifty Dollars and no cents (\$73,150.00).

B. The Independent Contractor will bill MDHS for its services on a monthly basis. Following the satisfactory completion, as determined by MDHS, of its (monthly or one time) 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 other 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.

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 shall fail 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 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. **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 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

21. **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 301 North Lamar Street, Jackson, Mississippi.

22. **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.

23. **Stop Work Order.**

A. **Order to Stop Work.** The Director of Economic Assistance, may, by written

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

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

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

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

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

24. 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 Economic Assistance. 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 Economic Assistance.

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.

25. 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, 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.

26. 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.

27. E-Verify. Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. 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."

28. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.

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. 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:

Don Thompson, Executive Director
Mississippi Department of Human Services
P.O. Box 352
Jackson, Mississippi 39205

**INDEPENDENT
CONTRACTOR'S:**

Julie Osnes Consulting, LLC.
28664 Tree Farm Street
Pierre, SD 57501

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

Witness my signature this, the 26th day of September, 2011.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BY: Don Thompson / RSB
Signature
TITLE: Executive Director

WITNESSES:
Reigh Washington
Debra Handelman

Witness my signature this, the ____ day of _____, 2011.

Julie Osnes Consulting, LLC

BY: Julie Osnes
Signature
Julie Osnes Owner
Printed Name Title

WITNESSES:
Debra Handelman
Reigh Washington