

**CONTRACT AGREEMENT  
BETWEEN  
THE DIVISION OF MEDICAID  
IN THE OFFICE OF THE GOVERNOR  
STATE OF MISSISSIPPI  
AND**

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**(MississippiCAN Cost Effectiveness Study for the Governor’s Office, Division of Medicaid)**

**THIS AGREEMENT**, made and entered into by and between **the DIVISION OF MEDICAID** in the **OFFICE OF THE GOVERNOR**, an administrative agency of the **STATE OF MISSISSIPPI**, hereinafter referred to as “DOM,” and \_\_\_\_\_ an entity qualified to do business in Mississippi, hereinafter referred to as “Consultant,” for the performance of professional services.

**WHEREAS**, on August 11, 2017, in accordance with House Bill 1510, as passed during the 2017 Regular Session of the Mississippi State Legislature and approved by the Governor, DOM issued a Request for Proposals (RFP) to select an outside Consultant to perform an evaluation of the cost-effectiveness of the MississippiCAN program. The consultant hired shall deliver a report addressing these issues to the House and Senate Appropriations Committees, as well as the Legislative Budget Office as soon as possible but not later than October 25, 2017.

**WHEREAS**, Consultant’s proposal in response the RFP was selected by DOM and the contract awarded to Consultant by DOM.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

**I. ENTIRE AGREEMENT:**

- A. The RFP in its entirety, together with all attachments, exhibits, appendices, and amendments, the Proposal of Consultant (including financials), together with all attachments, exhibits and appendices, written questions and answers, and amended written questions and answers, are made a part of this Contract as fully

as if set forth herein and its terms are made the terms of this Contract. The RFP, including amendments, is labeled as Attachment A. The Proposal, including attachments, submitted by Consultant is labeled as Attachment B.

B. In the event of a dispute or conflict in interpreting the Contract, the Contract, without the Contract's incorporated material, shall be the first controlling. After the Contract, the order of priority shall be as follows: the RFP and its amendments (Attachment A), and the Proposal and its attachments (Attachment B). All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

**II. SCOPE OF WORK:** The Scope of Work provisions as described in Section 3 of the RFP are made a part of this Contract as fully as if set forth herein and its terms are made the terms of this Contract. Specifically, the Consultant will provide the requested services in accordance with the DOM-approved Work Plan, and the applicable terms and conditions of the RFP and this contract.

Consultant shall submit a staffing plan of all staff that will perform duties under this project no later than fourteen (14) days prior to the contract start date for DOM review and approval. Once the Contractor's staffing plan is approved by DOM, the Consultant may not reduce or otherwise change staffing without DOM approval.

Once the staffing plan is approved, Consultant and DOM shall collaboratively develop a Work Plan and timeline for completion of this project. The Work Plan shall include, but is not limited to, goals, roles and responsibilities, status reporting, document sharing, deliverable submission and review, and final reporting procedures. Consultant shall not begin any assessment or analysis work until the Work Plan is approved by DOM. Consultant explicitly agrees that the final report shall include a response from DOM as outlined in the DOM-approved Work Plan.

**III. PERIOD OF PERFORMANCE:** This Contract shall begin on October 17, 2016. The contract shall terminate on December 31, 2017.

**IV. COORDINATION OF SERVICES:** Consultant shall coordinate the performance of the services to be provided hereunder with and through the Executive Director of DOM or his authorized designee, and consult with such Office on specific courses of action which should be pursued.

**V. COST FOR SERVICES:** The total amount payable by DOM to the Consultant under this Contract shall be limited as described in the Consultant's Proposal and shall be at the rate not to exceed a total of \_\_\_\_\_, the total amount appropriated from the State General Fund to the DOM for this purpose, as supplemented by the allowable Federal Medical Assistance Percentage for administrative services for the term of the Contract. All payments and terms thereof shall be made as described in the RFP.

**VI. BILLING AND DOCUMENTATION OF TIME:** Billing for the categories and expenses at the cost specified above will be made by Consultant on a form prescribed by DOM for such purposes. The Consultant payment voucher shall be submitted monthly and include all services rendered for the identified month.

**VII. E-PAYMENT AND PAYMODE:**

- A. E-PAYMENT: Consultant agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DOM agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).
- B. PAYMODE: Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Consultant's choice. The State may, at its sole discretion, require Consultant to electronically submit invoices and supporting documentation at any time during the term of this Contract. Consultant understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**VIII. TERMS AND CONDITIONS:** The Terms and Conditions of this Contract are those set forth in the RFP in whole and in part, which are fully and wholly incorporated herein, as amended and/or supplemented by the following terms and conditions:

- A. AUTHORITY TO CONTRACT: Consultant warrants: (a) that it has valid authority to enter into this Agreement; (b) that it is qualified to do business and in good standing with all applicable regulatory and/or licensing agencies in the State of Mississippi; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
- B. STRICT PERFORMANCE: It is expressly understood and agreed that strict performance of the terms and provisions of this Agreement shall be deemed the essence of this Agreement.
- C. APPROVAL: It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
- D. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the DOM to proceed under this Contract 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 Contract 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 DFA, the DOM shall have the right upon ten (10) working days written notice to the Consultant , to terminate this Contract without damage, penalty, cost or expenses to the DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

- E. **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 Consultant shall comply with applicable federal, state, and local laws and regulations.
- F. **COMPLIANCE WITH LAWS:** The Consultant understands that the DOM 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 Consultant agrees during the term of the Contract that the Consultant will strictly adhere to this policy in its employment practices and provision of services. The Consultant shall comply with, and all activities under this Contract 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.
- G. **TRADE SECRETS, COMMERCIAL AND FINANCIAL REQUIRED INFORMATION:** It is expressly understood that Mississippi law requires that the provisions of this contract which contain commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying or reproduction.
- H. **TRANSPARENCY:** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by

Consultant 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.

- I. **PROCUREMENT REGULATIONS:** The Contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board's Rules and Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, 39201 for inspection or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).
- J. **REPRESENTATION REGARDING CONTINGENT FEES:** The Consultant represents that it has not retained a person to solicit or secure a DOM contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- K. **REPRESENTATION REGARDING GRATUITIES:** The Consultant 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 Review Board's Rules and Regulations.
- L. **TERMINATION FOR BANKRUPTCY:** This contract may be terminated in whole or in part by the DOM upon written notice to Consultant, if Consultant should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Consultant of an assignment for the benefit of its creditors. In the event of such termination, Consultant shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- M. **TERMINATION FOR CONVENIENCE:**
  - a. **Termination.** The DOM may, when the interests of the DOM so require, terminate this Contract in whole or in part, for the convenience of the DOM. The DOM shall give written notification of the termination to the Consultant specifying the part of the Contract terminated and when the termination becomes effective.
  - b. **Consultant's Obligations.** The Consultant shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination, the Consultant will stop work to the extent specified. The Consultant shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of sub-Consultants and orders connected with the terminated work. The DOM may direct the Consultant to assign the Consultant's right, title, and interest under terminated orders or subcontracts to the DOM. The

Consultant must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**N. TERMINATION FOR DEFAULT:**

- a. **Default.** If the Consultant refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified within this Contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Contract, the DOM may notify the Consultant in writing of the delay or nonperformance and if not cured within thirty (30) days or any longer time specified in writing by the DOM, the DOM may terminate the Consultant's right to proceed with the Contract or such part of the Contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the DOM may procure similar supplies or services in a manner and upon terms deemed appropriate by the DOM. The Consultant shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. **Consultant's Duties.** Notwithstanding termination of the Contract and subject to any directions from the DOM, the Consultant shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Consultant in which the DOM has an interest.
- c. **Compensation.** Payment for completed services delivered and accepted by the DOM shall be at the contract price. The DFA may withhold from amounts due the Consultant such sums as the DFA deems to be necessary to protect the DFA against loss because of outstanding lien holders and to reimburse the DFA for the excess costs incurred in procuring similar goods and services.
- d. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of sub-Consultants, the Consultant shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers performance) if the Consultant has notified the DOM within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a sub-Consultant to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the sub-Consultant were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the contract requirements. Upon request of the Consultant, the DOM shall ascertain

the facts and extent of such failure, and, if the DOM determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the DOM under the clause of this Contract entitled "Termination for Convenience".

- e. Erroneous Termination for Default. If, after notice of termination of the Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph d of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Contract entitled "Termination for Convenience".
- f. Additional Rights and Remedies. The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this Contract.

**O. STOP WORK ORDER:**

- a. Order to stop work. The DOM may, by written order to the Consultant at any time, and without notice to any surety, require the Consultant 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 Consultant, 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 Consultant shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to 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 DOM shall either:
  - i. cancel the stop work order; or
  - ii. terminate the work covered by such order as provided in the "Termination for Default" 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 Consultant shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Consultant price, or both, and the Contract shall be modified in writing accordingly, if:
  - i. the stop work order results in an increase in the time required for, or in the Consultant's costs properly allocable to, the performance of any part of this Contract; and

- ii. the Consultant asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the DOM 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.
  - c. Termination of Stopped Work. If a stop work order is not canceled 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.
  - d. Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Modification or Renegotiation" clause of this Contract.
- P. E-VERIFICATION: If applicable, the Consultant represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. 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. The Consultant agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, the Consultant agrees to provide a copy of each such verification. The Consultant further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this contract may subject the Consultant to the following:
  - a. termination of this Contract for services 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 the Consultant 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 cancellation/termination, the Consultant would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
- Q. PUBLIC RECORDS ACT: Notwithstanding any provision to the contrary contained herein, it is recognized that DOM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. §§ 25-61-1 et seq. (1972, as amended). If a public records request is made for any information provided to DOM pursuant to the Agreement, DOM shall promptly notify the disclosing party of such request and will respond to the request in accordance with the procedures and limitations set forth in applicable law. The

disclosing party may promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

- R. **RECORDS RETENTION AND AUDIT PROCEDURES:** Consultant shall maintain financial records, supporting documents, statistical reports, and all other records pertinent to this Contract for a period of six (6) years from the day of the last payment made by DOM to Consultant. However, if audit, 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 six (6) year period, or if audit findings, litigation, or other legal action has not been resolved at the end of the six (6) year period, the records shall be retained until resolution.
- S. **INSPECTIONS:** Consultant agrees that representatives of the Comptroller General, CMS, the General Accounting Office, the State Auditor, DOM and their authorized representatives shall have the right during regular business hours to inspect and copy Consultant's books and records pertaining to the extent and cost of services furnished to DOM or eligible recipients. Consultant shall cooperate fully with the request from any of the agencies listed above and shall furnish free of charge copies of all requested records.
- T. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or any federal law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
- U. **NON-ASSIGNMENT AND SUBCONTRACTING:** DOM will not be independently obligated or liable under this Agreement to any party other than Consultant named herein. Said Consultant understands and agrees that it shall not assign, transfer, delegate or subcontract, either in whole or in part, with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of DOM.
- V. **CONFIDENTIALITY:** Consultant agrees that it shall not use or disclose for any purpose any information concerning any recipient of services or provider of services that it may have access to or have knowledge of as a result of providing services to DOM. However, the obligation of confidentiality shall not apply to information that is required to be disclosed pursuant to law or the legal process. This confidentiality agreement survives the term of the Agreement between DOM and Consultant.
- W. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:** All activities under this Agreement shall be performed in accordance with

all applicable federal and/or state laws, rules and/or regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, and their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information, as may be applicable to the services under this Agreement. Each party to this Agreement shall treat all data and information to which it has access under this Agreement 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 other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the party shall promptly inform the other party 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 the termination of the Agreement for any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of, or under, the rights of the parties following termination.

X. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of this Agreement.

Y. **INDEMNIFICATION:**

a. **GENERAL INDEMNIFICATION:** To the fullest extent allowed by law, Consultant shall indemnify, defend, save and hold harmless, protect, and exonerate DOM, its employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Consultant and/or its partners, principals, agents, and employees in the performance of or failure to perform this Agreement. In DOM's sole discretion, Consultant may be allowed to control the defense of any such claim, suit, etc. In the event Consultant defends said claim, suit, etc., Consultant shall use legal counsel acceptable to DOM. Consultant shall be solely responsible for all costs and/or expenses associated with such defense, and DOM shall be entitled to participate in said defense. Consultant shall not settle any

claim, suit, etc. without DOM's concurrence, which DOM shall not unreasonably withhold.

- b. **INFRINGEMENT INDEMNIFICATION:** Consultant warrants that the materials and deliverables provided to the customer under this Agreement, and their use by DOM, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Consultant shall defend the infringement action and/or obtain for DOM the right to continue using such items. Should Consultant fail to obtain for DOM the right to use such items, Consultant shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Consultant's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Consultant may require DOM to discontinue using such items, in which case Consultant will refund to DOM the fees previously paid by DOM for the items DOM may no longer use, and shall compensate DOM for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to DOM to discontinue said use. Provided that DOM promptly notifies Consultant in writing of any alleged infringement claim of which it has knowledge, Consultant shall defend, at its own expense, DOM against, and pay all costs, damages, and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this Agreement.

**Z. RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that Consultant is an independent contractor and that the purchase of professional services is not based on an employer-employee relationship. For all purposes under this Agreement:

- a. Consultant is not deemed to be an employee with classified service or subject to the State's state-wide Personnel System.
- b. It is further understood that the compensation expressed herein constitutes full and complete compensation, and in view of the fact that DOM is entering into this Agreement with said Consultant as an independent contractor, no withholding or deductions are being made for any purpose from said contracted amount. Consultant shall be solely responsible for any Social Security, Federal Income Tax, State Income Tax, and other insurance contributions and payments.

**AA. OTHER PROVISIONS:** Consultant hereby agrees to all of the provisions and requirements as set forth in the State Plan for Medical Assistance approved by the State of Mississippi and by the Secretary of the United States Department of Health and Human Services, pursuant to Title XIX of the Social Security Act, and understands those provisions and requirements are also incumbent on Consultant.

**IX. MODIFICATION:** No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Consultant and DOM. The agreed upon modification or change will be incorporated as a written contract amendment and processed through DOM for approval prior to the effective date of such modification or change. In some instances, the contract amendment must be approved by CMS before the change becomes effective.

The only representatives authorized to modify this contract on behalf of DOM and the Consultant are shown below:

Consultant: \_\_\_\_\_, Title, Address

DOM: David J. Dzielak, Ph.D., Executive Director, 550 High St., Suite 1000, Jackson, Mississippi 39201

**X. NOTICES:** Notices under this Contract shall be given in compliance with RFP Section 4.4 and shall be addressed as follows:

A. In case of notice to the Consultant:

Project Manager Name  
Title  
Address

B. In case of notice to DOM:

Executive Director  
Division of Medicaid  
550 High St., Suite 1000  
Jackson, Mississippi 39201

Copy to Contract Administrator, DOM

**IN WITNESS WHEREOF**, the parties have executed this Contract to be effective as of the  
**17th day of October, 2017.**

**FOR DOM:**

**DIVISION OF MEDICAID  
IN THE OFFICE OF THE GOVERNOR  
STATE OF MISSISSIPPI**

**BY:** \_\_\_\_\_  
**David J. Dzielak, Ph. D.  
EXECUTIVE DIRECTOR**

**FOR CONSULTANT:**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**Project Manager Name  
Title**

**STATE OF MISSISSIPPI**  
**COUNTY OF \_\_\_\_\_**

**THIS DAY** personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **David J. Dzielak, Ph.D.**, in his official capacity as the duly appointed **Executive Director** of the **Division of Medicaid in the Office of the Governor**, an administrative agency of the **State of Mississippi**, who acknowledged to me, being first duly authorized by said **agency** that he signed and delivered the above and foregoing written **Contract** for and on behalf of said **agency**, and as its official act and deed on the day and year therein mentioned.

**GIVEN** under my hand and official seal of office on this the \_\_\_\_ **day of** \_\_\_\_\_,  
**A. D., 2017.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**MY COMMISSION EXPIRES:**

\_\_\_\_\_

**STATE OF \_\_\_\_\_**  
**COUNTY OF \_\_\_\_\_**

**THIS DAY** personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, \_\_\_\_\_ in his/her official capacity as the duly appointed \_\_\_\_\_, who acknowledged to me, being first duly authorized by said **entity** that he/she signed and delivered the above and foregoing written **Contract** for and on behalf of said **entity**, and as its official act and deed on the day and year therein mentioned.

**GIVEN** under my hand and official seal of office on this the \_\_\_\_ **day of** \_\_\_\_\_,  
**A. D., 2017.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**MY COMMISSION EXPIRES:**

\_\_\_\_\_