STATE OF MISSISSIPPI

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES

- 1. <u>Parties.</u> This Contract is made and entered into by and between the Division of Field Operations, Mississippi Department of Human Services, hereinafter referred to as "MDHS," and Julie Osnes Consulting, LLC, hereinafter referred to as "Independent Contractor."
- 2. <u>Purpose</u>. 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 services attached hereto as "Exhibit A".
- 4. Period of Performance. The period of performance of services under this Contract shall begin on February 1, 2016 and end on January 31, 2020. Upon notification to Julie Osnes Consulting, LLC by MDHS, at least ninety (90) days prior to the contract end date, the contract may be renewed by MDHS for a period of one (1) successive one-year period (February 1, 2020 through January 31, 2021) under the same prices, terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed one (1). However, if MDHS does not intend to renew the contract, Julie Osnes Consulting, LLC shall be notified at least ninety (90) days prior to the contract anniversary date.

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 Five Hundred Fifteen Thousand Six Hundred Twenty Five Dollars and Zero Cents (\$515,625.00). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of Five Hundred Fifteen Thousand Six Hundred Twenty Five Dollars and Zero Cents (\$515,625.00). See "Exhibit B".
- **B.** The Independent Contractor will bill MDHS for its services on a monthly basis. Following the satisfactory completion, as determined by MDHS, of its weekly 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.

- C. <u>PAYMODE</u>: Payments by state agencies using the Mississippi's Accountability System For Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State may, at its sole discretion, require the Independent Contractor to submit invoices and supporting documentation electronically, at any time, during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- D. <u>E-PAYMENT</u>: 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. <u>Termination for Convenience of MDHS</u>. 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 or 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. <u>Modification or Amendment</u>. 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. <u>Assignments and Subcontracts</u>. 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. <u>Waiver</u>. 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.
- 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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 a court of competent jurisdiction, Jackson, Hinds County, Mississippi. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.
- 19. <u>Representation Regarding Contingent Fees.</u> 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 Independent Contractor 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.
- 23. <u>Severability</u>. 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 the Division of Field Operations, 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 the Division of Field Operations 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.
- 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 Field Operations. 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 Field Operations.

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 is not supported by substantial evidence.

26. <u>Compliance with Laws</u>. 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.

- 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.
- 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 SQC2016 Request for Proposals released September 22, 2015 and the Response to RFP#SQC2016 dated October 16, 2015.

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 SQC2016 Request for Proposals released September 22, 2015 and the Response to RFP#SQC2016 dated October 16, 2015").

31. Transparency. This contract, including any accompanying exhibits, Exhibits, 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 Independent 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.

	in writing and sent by United States Certified Mail, Returned Receipt Requested to the party whom the notice should be given at the address set forth below:		
	MDHS:	Richard A. Berry, Executive Director Mississippi Department of Human Services P.O. Box 352 Jackson, Mississippi 39205	
	JULIE OSNES CONSULTING, LLC:	Julie Osnes Owner 28664 Tree Farm Place Pierre, South Dakota 57501	
	IN WITNESS WHEREOF, this Contract has be parties hereto in duplicate originals.	en made and interchangeably executed by the	
	Witness my signature this, the $\frac{28 \pm h}{day}$ of $\frac{1}{\sqrt{2}}$	anuary , 20 16	
	MISSISSIPPI DEPARTMENT OF HUMAN SE	ERVICES	
	BY: Jacob A Black Signature (NO STAMPE Printed Name and Title: Jacob A J		
(WITNESSES: Junes Dail Smith	a. Ka	
	Witness my signature this, the 25 day of 3	, 20_/6	
	BY: Signature (NO STAMPED SIGNA	ATURE)	
	Printed Name and Title: Julie OSNES	PRESIDEM AND VINLEY	
5	Ligabeth of hystron -		

Notice. Any notice required or permitted to be given under this Contract shall be

EXHIBIT A, SCOPE OF SERVICES JULIE OSNES CONSULTING, LLC FEBRUARY 1, 2016 – JANUARY 31, 2020

Key objectives of the project

- 1. Assist Mississippi with standardizing and interpreting state and federal policies, guidelines and tools, including the Food and Nutrition (FNS) 310 Handbook, and state and federal Supplemental Nutrition Assistance Program (SNAP) policies.
- 2. Assist Mississippi with developing an ongoing and sustainable process for continuous improvement within SNAP QC operations.
 - Fully train every member of the Quality Assurance (QA) Division and Division of Field Operations (DFO) SNAP policy teams.
 - Make certain that the FNS 310 Handbook is followed for each review
 - Make certain that SNAP policy is applied to each scenario discussed within the bounds of state and federal rules.
- 3. Assist Mississippi in identifying error prone policies that hinder accuracy improvement along with recommended changes to the policy that should eliminate these errors at the source.

Manual Project

JJOC will develop and deliver a manual that:

- Meets current federal and state policy;
- Uses the principles of plain language to improve usability and promote presentation and language consistency;
- Is visually appealing; and
- Is easy for state staff to maintain and update.

The goals and objectives of the QC and SNAP Manual projects will be carried out as follows:

QC Project Deliverables:

- 1. Participate in bi-weekly teleconferences with QA staff;
- 2. Participate in conference calls with DFO staff;
- 3. Ongoing review and assessment of QA application of the FNS-310 Handbook and QA review procedures;
- 4. Conduct an annual QA three (3) day on-site training;
- 5. Ongoing Technical Assistance;
- 6. Ongoing Technical Assistance as needed for up to 6 months following the conclusion of this contract.

Deliverable - Participate in bi-weekly teleconferences with QA staff

JOC will prepare for and facilitate bi-weekly telephone conference calls with the QA team. Team members will include Julie Osnes, Judy Toelle, Dave Manley and team members from

the QA unit. (**The State will need to send each item for discussion to JOC at least five (5) days prior to each teleconference call to ensure adequate analysis time.)

- JOC will review each item received and provide recommendations.
- JOC will identify and provide recommendations for any error prone SNAP policies.
- JOC will ensure that the minimum requirements set forth in the Food and Nutrition Services (FNS) 310 Handbook are met and that SNAP policy guides each review. The QA process will be accomplished in accordance with federal guidelines and does not compromise the integrity of the QA process.

Deliverable – Ongoing review and assessment of the application of the FNS-310 Handbook and QA review procedures.

During the contract years JOC will provide a continual review and assessment of QA's application of the FNS 310 Handbook and QA review procedures.

• This review and assessment will help identify the root causes of errors where policy or procedure changes should be considered.

Deliverable - Conduct annual QA on-site trainings

JOC will conduct one (1) on-site training each year of the contract.

- JOC will prepare and conduct one (1) on-site advanced training seminar over a period of three (3) days with the QA team each year of the contract.
- Training can include:
 - FNS 310 Handbook guidance;
 - Review (written & verbal) of key federal arbitration decisions that may affect the state's policy and QC team;
 - Sharing of other state best practices and strategies;
 - Review of any changes in QA and/or SNAP federal regulations;
 - Other topics as determined appropriate.

Deliverable – Ongoing Technical Assistance

Implementation of QA best practices transferred from Osnes Consulting will occur on an ongoing basis during trainings, teleconference calls, individual phone calls and email discussions with QA, Policy and Division staff.

Other support will include:

- Federal disagree letters will be reviewed with recommendations made as needed.
- Provide consultation with DFO leadership on opportunities/potential challenges of Mississippi's adoption of specific FNS State Options or waivers.

Deliverable — Ongoing technical assistance as needed for up to 6 months following the conclusion of the contract

Osnes Consulting pledges to provide excellent ongoing consultation and technical assistance for six months following conclusion of the contract. This ongoing assistance will be important to answer questions from the QA-SNAP team after we are no longer on the other end of the telephone.

Consultation and technical assistance is a normal service for Osnes Consulting. Our partnerships with the states is ongoing, the dialogue between states and Osnes Consulting establishes a type of networking that is invaluable to the participants. Indeed, one of the unspoken benefits of an alliance with Osnes Consulting is this ability to network and share ideas from other states that are or have been in a similar circumstance.

Manual Project Deliverables:

- 1. Participate in conference call(s) to discuss initial manual development.
- 2. Follow up GoToMeeting remote session to capture feedback for design, style, and formatting to incorporate into preliminary manual design.
- 3. At a minimum, write three items of the Mississippi SNAP Policy Manual.
- 4. On-site meeting to present three items (sections) for state review and approval.
- 5. Participation in testing of initial content
- 6. Write remaining items (sections) of the Mississippi SNAP Policy Manual
- 7. Training

Deliverable 1 – Participation in conference call to discuss initial manual development.

Activities:

- Identify state specific terminology.
- Establish project communication process.
- Identify and obtain access to all sources of policy that need to be incorporated into the on-line manual.
- Identify desired software platform for on-line publication.

Deliverables:

JOC will produce a recap of all enumerated policy references, a single policy contact, State of Mississippi specific terminology for initial item development and publication platform and format.

Purpose/Outcomes:

Ensure JOC staff receive consistent information to facilitate project communication and manual development.

Deliverable 2 – Follow up GoToMeeting remote session to capture feedback for design, style, formatting, and indexing to incorporate into preliminary manual design for both internet and intranet versions.

Activities:

- Resolution of any initial open issues for draft design.
- Review sample communication (project status document) and identify any additional requirements.
- Verify the captured list of specific contacts.
- Verify that all identified sources are accessible and available.
- Identify any questions or issues related to the identified software platform and appropriate contacts for resolution.
- Identify timeline for initial project deliverables.

Deliverables:

JOC will produce a recap of any open issues and resolutions prior to commencing the initial drafts of the first three policy sections and timeline for initial delivery of the first three sections.

Purpose/Outcomes:

Ensure JOC staff receive consistent information to facilitate project communication and manual development.

Deliverable 3 – At a minimum, write three items of the Mississippi SNAP Policy Manual

Activities:

Osnes Consulting will write three manual items (sections) in a format suitable for online posting/publication to the policy portal. Osnes Consulting writers will use current federal regulations, FNS interpretations, the current Mississippi state manual and other supporting documentation such as policy clarifications to develop the items. This activity will be delivered early in the project cycle to facilitate testing and approval of the manual format.

Deliverables:

Three items suitable for publication on the policy portal. Finalized design developed in Microsoft Word and deployed utilizing PDF Acrobat Pro, RoboHelp or agreed upon technical platform.

Purpose/Outcomes:

To develop a new policy manual using the principles of plain language to improve usability and promote presentation and language consistency.

Deliverable 4 – Mississippi on-site meeting to present three items (sections) for state review and approval.

Activities:

Participate in state meeting to review design, item content and obtain feedback from Mississippi staff.

Deliverables:

JOC will produce a recap of feedback regarding design, content and other items discussed.

Deliverable 5 – Participation in testing of initial content

Activities:

Assist in the implementation of the delivered items and provide business and technical testing to ensure content is displayed correctly, that workflow is correct and the desired look and feel have been achieved.

Deliverables:

Completed test content.

Deliverable 6 - Write remaining items (sections) of the Mississippi SNAP Policy Manual

Activities:

Osnes Consulting will write the remaining manual items (sections) in a format suitable for posting/publication in the agreed upon technical format to the state's electronic platform. Osnes Consulting writers will use current federal regulations, FNS interpretations, the current Mississippi state manual and other supporting documentation such as policy clarifications to develop these items.

Deliverables:

Finalized policy manual suitable for publication on the policy portal. Finalized design will be compatible with Microsoft Word 2010 or higher and deployed utilizing PDF Acrobat Pro or agreed upon technical platform.

Purpose/Outcomes:

To develop a new policy manual using the principles of plain language to improve usability and promote presentation and language consistency.

Deliverable 7 – Training

Activities:

- JOC will provide training targeted for policy writers to more effectively communicate understandable written policies for program eligibility staff and the general population. (1 1/2 day training)
- JOC will provide training targeted to policy development staff on "how to use the manual" and basic maintenance. (1/2 day training)

Deliverables:

Preparation, materials and delivery of two training session (2 days total) provided on-site for up to 15 staff.

Task Identification	Projected Timeline	Responsible Consultant
QC Deliverable Bi-weekly QA/SNAP Calls	Bi-weekly calls to begin upon contract finalization and ongoing throughout contract.	Julie Osnes, Dave Manley and Judy Toelle
QC Deliverable Review and assess application of the FNS-310 Handbook and QA review procedures	Continual throughout contract years	Julie Osnes, Dave Manley and Judy Toelle
QC Deliverable Yearly On-Site Training	One three (3) day training during each contract year. (Dates to be Determined)	Julie Osnes & Dave Manley
QC Deliverable TA During Project	Ongoing during the contract years.	All
QC Deliverable TA Post Project	6 months following end of contract period.	Julie Osnes
Manual Deliverable 1 Conference Call(s) for initial manual development	The startup date of the manual project will need to be determined based on agreement between DFO and JOC.	Manual Team
Manual Deliverable 2 GoToMeeting for further feedback	Within 30 days of the initial conference call.	Manual Team
Manual Deliverable 3 Write the first 3 manual items (sections)	60 days following the GoToMeeting session.	Manual Team
Manual Deliverable 4 On- site meeting to present 3 items (sections)	TBD - Following completion of the 3 items and coordinated with Mississippi team.	Manual Team
Manual Deliverable 5 Initial Testing of content	Will be completed following the onsite meeting.	Manual Team
Manual Deliverable 6 Write remaining items (sections)	Will be delivered within one year of the start date.	Manual Team
Manual Deliverable 7 Training	Will be completed following final approval of the manual by Mississippi staff.	Manual Team

JULIE OSNES CONSULTING, LLC FEBRUARY 1, 2016 - JANUARY 31, 2017 OC PROJECT

QC PROJECT		
Task/Deliverable	Description of Service	Labor Cost
Bi-Weekly QA/SNAP Calls (includes discussion, call preparation and call times)		\$54,500
Review and assess application of the		Included
FNS-310 Handbook and QA review procedures		
Yearly On-site 3 Day Training (includes travel for 2-4 consultants, materials etc.)		\$20,500
Ongoing TA During Project		Included

6 Months TA Post Project

Total

No Charge

\$75,000.00

MANUAL PROJECT		
Task/Deliverable	Description of Service	Labor Costs
Policy Manual Structure Development	Participate in meeting with content creation team to develop policy style guide: provide input to define standards for readability and style, format and indexing.	\$7,500.00
Participate in Policy Manual Structure Review	Participate in follow-up meeting to review design implementation and provide feedback.	\$2,500.00
Write initial sections of Policy Manual	Write the initial 3 chapters of the Policy Manual. This content will be used for initial testing.	\$12,812.50
Testing	Participate in testing style and workflow using the initial chapters of the new policy manual.	\$7,500.00
Review	Meet with stakeholder to review design, content, and capture feedback to incorporate into final version.	\$3,500.00
Complete the remaining chapters of the policy manual	Complete the remaining portions of the policy manual.	\$45,000.00
Finalize Publishable Version	Incorporate any remaining modifications, corrections, feedback, complete ongoing maintenance instructions and complete final signoff review for all manual content.	\$11,250.00
Provide On-site Training	Site training material preparation and on-site training "How to Write a Readable/Workable Policy Manual" for up to 10 staff.	\$10.000.00
Total		\$100,062.50
TOTAL FOR	THIS PERIOD OF PERFORMANCE	\$175,062.50

EXHIBIT B,	BUDGET NARRATIVE	
JULIE OSN	ES CONSULTING, LLC	
FEBRUARY 1, 2	2017 - JANUARY 31, 2018	
	QC PROJECT	
Task/Deliverable	Description of Service	Labor Cost
Bi-Weekly QA/SNAP Calls (includes discussion, call preparation and call times)		\$54,500
Review and assess application of the FNS-310 Handbook and QA review procedures		Included
Yearly On-site 3 Day Training (includes travel for 2-4 consultants, materials etc.)		\$20,500
Ongoing TA During Project		Included
6 Months TA Post Project		No Charge
Total		\$75,000.00

MANUAL PROJECT		
Task/Deliverable	Description of Service	Labor Costs
Policy Manual Structure Development	Participate in meeting with content creation team to develop policy style guide: provide input to define standards for readability and style, format and indexing.	\$7,500.00
Participate in Policy Manual Structure Review	Participate in follow-up meeting to review design implementation and provide feedback.	\$2,500 00
Write initial sections of Policy Manual	Write the initial 3 chapters of the Policy Manual. This content will be used for initial testing	\$12,812.50
Testing	Participate in testing style and workflow using the initial chapters of the new policy manual.	\$7,500.00
Review	Meet with stakeholder to review design, content, and capture feedback to incorporate into final version.	\$3,500.00
Complete the remaining chapters of the policy manual	Complete the remaining portions of the policy manual.	\$45,000.00
Finalize Publishable Version	Incorporate any remaining modifications, corrections, feedback, complete ongoing maintenance instructions and complete final signoff review for all manual content.	\$11,250.00
Provide On-site Training	Site training material preparation and on-site training "How to Write a Readable/Workable Policy Manual" for up to 10 staff.	\$10,000.00
Total	SECTION AND CONTRACTOR AND	\$100,062.50

	ADDITIONAL	
Task/Deliverable	Description of Service	Labor Costs
Convert Manual to RoboHelp Format	Convert Initial Prototype to RoboHelp	\$6 250.00
Write Instructions to convert Word to RoboHelp	Participate in follow-up meeting to review design implementation and provide feedback.	\$2,500.00
Provide 2 copies of RoboHelp for 2 editors	Licensing and costs for 2 RoboHelp licenses (it is recommended the state purchase these licenses themselves due to cheaper prices through GSA schedule pricing)	\$3,000.00
Convert Final Version to RoboHelp	Participate in follow-up meeting to review design implementation and provide feedback.	\$3,750.00
Total Total	THE RESIDENCE OF THE PERSON OF	\$15,500.00
TOTAL FOR THIS P	ERIOD OF PERFORMANCE	\$190,562.50

EXHIBIT B, BUDGET NARRATIVE

JULIE OSNES CONSULTING, LLC FEBRUARY 1, 2018 - JANUARY 31, 2019

QC PROJECT		
Task/Deliverable	Labor Cost	
Bi-Weekly QA/SNAP Calls (includes discussion, call preparation and call times)	\$54,500	
Review and assess application of the FNS-310 Handbook and QA review procedures	Included	
Yearly On-site 3-DayTraining (includes travel for 2-4 consultants, materials etc.)	\$20,500	
Ongoing TA During Project	Included	
6 Months TA Post Project	No Charge	
TOTAL	\$75,000.00	

JULIE OSNES CONSULTING, LLC FEBRUARY 1, 2019 - JANUARY 31, 2020

QC PROJECT		
Task/Deliverable	Labor Cost	
Bi-Weekly QA/SNAP Calls (includes discussion, call preparation and call times)	\$54,500	
Review and assess application of the FNS-310 Handbook and QA review procedures	Included	
Yearly On-site 3 Day Training (includes travel for 2-4 consultants, materials etc.)	\$20,500	
Ongoing TA During Project	Included	
6 Months TA Post Project	No Charge	
TOTAL	\$75,000.00	