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**MODIFICATION NUMBER 2
TO THE AGREEMENT BY AND BETWEEN
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
AND
THE STEPHEN GROUP**

The following Amendment, effective April 1, 2017 is made a part of the contract, entered into March 31, 2015 by and between the Mississippi Department of Human Services (MDHS) Division of Field Operations and The Stephen Group.

Now, therefore, in consideration of the mutual agreements to modify the original contract between them, MDHS and “Independent Contractor”, do hereby agree that Paragraphs **4, 5, 7, 8, 24, 27, 30, 33** and **34** of said contract shall be modified to reflect the following:

4. Period of Performance. The period of performance of services under this Contract shall begin on April 1, 2015 and end on March 31, 2018.

5. Consideration and Method of Payment.

A. As consideration for all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed Nine Hundred Sixty Six Thousand Six Hundred Fifty Four Dollars and Zero Cents (\$966,654.00). Said amount is based on Three Hundred Twenty Two Thousand Two Hundred Eighteen Dollars and Zero Cents (\$322,218.00) with Independent Contractor for the period of April 1, 2015 through March 31, 2016; Three Hundred Twenty Two Thousand Two Hundred Eighteen Dollars and Zero Cents (\$322,218.00) with Independent Contractor for the period of April 1, 2016 through March 31, 2017; and Three Hundred Twenty Two Thousand Two Hundred Eighteen Dollars and Zero Cents (\$322,218.00) with Independent Contractor for the period of April 1, 2017 through March 31, 2018. It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of Nine Hundred Sixty Six Thousand Six Hundred Fifty Four Dollars and Zero Cents (\$966,654.00).

B. The Independent Contractor will bill MDHS for its services. Following the satisfactory completion, as determined by MDHS, of its 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.

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PAYMODE: Payments by state agencies using the State’s accounting system 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.

E-PAYMENT: 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,” which generally provides for payment of undisputed amounts by MDHS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated 31-7-305.

7. Termination for Default.

(1) **Default.** If the contractor refuses or fails to perform any provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Executive Director of MDHS may notify the contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Executive Director, such officer may terminate the contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Executive Director may procure similar services in a manner and upon terms deemed appropriate by the Executive Director. The contractor 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.

(2) **Contractor’s Duties.** Notwithstanding termination of the contract and subject to any directions from the Executive Director, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State has an interest.

(3) **Compensation.** Payment for completed services delivered and accepted by MDHS shall be at the contract price. MDHS may withhold from amounts due the contractor such sums as the Executive Director deems to be necessary to protect MDHS against loss because of outstanding liens or claims of former lien holders and to reimburse MDHS for the excess costs incurred in procuring similar goods and services.

(4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor 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 contractor to make progress in

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the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Executive Director 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 subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Executive Director of MDHS shall ascertain the facts and extent of such failure, and, if such officer 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 contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of MDHS under the clause entitled (in fixed-price contracts, "Termination for Convenience," or in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) **Erroneous Termination for Default.** If, after notice of termination of the contractor'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 Paragraph (4) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of MDHS, be the same as if the notice of termination has been issued pursuant to such clause.

(6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

8. Termination for Convenience.

(1) **Termination.** The Agency Head of MDHS may, when the interests of MDHS so require, terminate this contract in whole or in part, for the convenience of MDHS. The Agency Head shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) **Contractor's Obligations.** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head may direct the contractor to assign the contractor's right, title, and interest under the terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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24. Stop Work Order.

A. Order to Stop Work. The Procurement Officer, may, by written order to Independent Contractor at any time, and without notice to any surety, require 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 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, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- (1) cancel the stop work order; or,
- (2) 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, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (1) the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,
- (2) Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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.

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D. Adjustments 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.

27. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MDHS is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDHS pursuant to the agreement and designated by the Independent Contractor in writing as trade secrets or other proprietary confidential information, MDHS shall follow the provisions of Mississippi Code §§ 25-61-9 and 79-23-1 before disclosing such information. MDHS shall not be liable to the Independent Contractor for disclosure of information required by court order by law.

30. Entire Agreement. It is understood and agreed that this Modification Number 2 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. Modification Number 2;
2. Modification Number 1;
3. The Original Contract signed by the parties and any Exhibits attached thereto;
4. The Request for Proposals (RFP#CSES2015-02) and the Written Clarifications or Answers provided by MDHS, dated 2/2/15.

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. Modification Number 2”) and the lowest document is listed last (“4. The Request for Proposals (RFP#CSES2015-02) and the Written Clarifications or Answers provided by MDHS, dated 2/2/15).

