

MINUTES

Mississippi State Board of Examiners for Licensed Professional Counselors
Special Called "Teleconference" Board Meeting
Suite 402; Robert E Lee Building
239 North Lamar Street; Jackson, Mississippi
March 17, 2014

Board Members Present:

Dr. Glenn Waller Chair
Dr. Walter Frazier, Vice-Chair
Dr. Susan Carmichael
Dr. Juawice McCormick

Others Present:

LeeAnn Mordecai, Executive Director

Legal Counsel Present

Bill Rosamond, Attorney General's Office

Vacancy

Member, Congressional District IV

Guests

Jennifer Trussell

I. Call to Order

The Special Called "Teleconference" Board Meeting of the Mississippi State Board of Examiners for Licensed Professional Counselors ("Board"), available for public attendance and participation in the Board office located at 239 North Lamar Street, Suite 402, Robert E. Lee Building, Jackson, Mississippi, was called to order at 12:05 p.m. by Dr. Glenn Waller, Chair ("Chair"). A roll call of members was taken, four Board members were present, and a quorum was established. The purpose of the special called meeting was for reviewing contracts for services.

II. Review Contracts for Services

A. Contract for Services for Executive Director

Prior to the teleconference, Board members received copies of the proposed contract for services for Executive Director.

After review and discussion, the Chair called for a motion and vote from the Board to approve the contract.

Upon motion by Frazier, seconded by Carmichael, the Board unanimously agreed to enter into contract with LeeAnn Parham Mordecai for March 18, 2014, through March 17, 2015, to serve as the Board's Executive Director, and to give authorization to the Board's Chair to sign contract on behalf of the Board.

The terms of the Contract include the following:

- 1) The Contractor agrees to render 40 hours per week of administrative services as the Executive Director.
- 2) The Contractor shall be paid at a rate of \$31.38 per hour, 40 hours per week (excluding weekends and State holidays) not to exceed \$60,000 for the contract term.
- 3) The Contractor shall maintain hours of work as agreed to by the parties.
- 4) The LPC Board will not be liable to the Contractor for absences during office work hours.
- 5) Either party may terminate this Contract at any time upon the giving of two (2) weeks advance written notice to the other party. In the event of such termination, the LPC Board shall have no obligation to Contractor except to pay for services rendered and travel expenses incurred prior to the effective date of termination.
- 6) The relationship of the parties is that of a contractual worker on a purchase of services basis and not an employer-employee basis.
- 7) The fulfillment of the condition of this Contract by the LPC Board is conditioned upon the receipt of adequate state funds. Any cessation or reduction in state funds shall, at the option of the LPC Board, constitute Grounds for the LPC Board's avoidance of this Contract, without legal penalty or liability.

B. Contract for Services with ProsonITech

Prior to teleconference, Board members received copies of the proposed contract for licensing software development, implementation, and maintenance with ProsonITech.

After review and discussion, the Chair called for a motion and vote from the Board to approve the contract.

Upon motion by McCormick, seconded by Frazier, the Board unanimously agreed to accept the contract with ProsonITech as forwarded by Board attorney, to enter into agreement according to the terms outline, and to authorize Board Chair to sign contract on behalf of the Board.

The terms of the Contract include the following:

- 1) The term of the Contract shall be from March 17, 2014 and shall be in effect through March 16, 2015, which shall include initial development, ongoing database support and any maintenance.
- 2) ProsonITech will design and implement a SQL database for licensing and revenue information. The system must be designed in accordance with the specifications delineated within the Request for Quotes (RFQ).
- 3) The services shall include design analysis for the licensing, revenue and Complaint tracking system, development of a flow diagram and work plan, coordinating hosts with ITS, development, implementation and training for staff functions of the system which includes making updates to the licensing records and printing records, ID cards, certificates, mailing labels, and data conversion.
- 4) Services shall also include development, testing, implementation and staff training for online access components.
- 5) Ongoing database support for the completed database system shall include system support maintenance, manual off-site data backups, coordination with ITS on server and access issues that may arise, coordination with DFA on interfaces, user support, system enhancements, development of new reports and creating documents and correspondence.
- 6) ProsonITech agrees to perform the Scope of Services stated in the Contract to the Satisfaction of the Board during the period of performance identified in this Contract, for the consideration of a fee of \$15,800.00.
- 7) Upon expiration of the contract term and for two years thereafter, the Board shall have the option of on-going database support for \$3600.00 annually.
- 8) Upon expiration of the contract term and for two years thereafter, the Board shall also have the option for additional services at an hourly rate of \$90.00.
- 9) If this contract is terminated prior to the end date for any reason, the payment amount due shall be based on an hourly rate of \$90.00, not to exceed the total amount of the next upcoming installment payment due.
- 10) ProsonITech shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Board or the State.
- 11) All application software developed by the Consultant for this project is performed as a work for hire. As such, all application software becomes the exclusive property of the Board with no restrictions on the application software's use, disposition and/or distribution.
- 12) The obligation of the Board to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State funds. If the funds anticipated are, at any time, not forthcoming or insufficient, the Board shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement

without damage, penalty, cost or expenses to the Board of any kind whatsoever.

- 13) The Board may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Board shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination takes place.

III. Next Meeting

Next Meeting: March 27, 2014 at 9:00 a.m. at LPC Board office.

IV. Adjournment

There being no further business, the Chair adjourned the meeting at approximately 12:14 p.m.

Approved this the 27th day of February, 2014.

_____/s/_____

Glenn Waller, Chair

_____/s/_____

Board Member

**Mississippi State Board of Examiners
for Licensed Professional Counselors
(MS LPC Board)**

**Notice of Special Called
“Teleconference” Board
Meeting**

For purpose of reviewing contracts for services.

**Monday, March 17, 2014
12:00 p.m.**

The meeting will be available for public attendance and participation in the Robert E. Lee Building, Suite 402, located at 239 North Lamar Street in Jackson, MS.