

Dr Rinsey McSwain
Agency Director



Main: 601-477-9384
Fax: 601-477-5700
www.ess.ms.gov

ELLISVILLE STATE SCHOOL

A MISSISSIPPI DEPARTMENT OF MENTAL HEALTH FACILITY

Request for Quote

Ellisville State School and South Mississippi Regional Center seek to contract certain professional services through a competitive quote process as they relate to the services of Dietician. Use of this form for submission of a competitive quote constitutes acceptance of the terms of the contract to be awarded.

State Fiscal year and the contract for services shall start July 1, 2025, and end June 30, 2026. The Agency reserves the right to renew the contract for up to two (2) additional one (1) year terms, at the discretion of the Agency.

The successful offeror must provide a Certificate of Insurance (COI) naming Ellisville State School as an additional named insured for the statutory minimum amount of coverage for the State of Mississippi: \$1,000,000.00 for General or Professional Liability.

In the competitive quote process, a contract shall be awarded based solely on the lowest price (or rate) to the most responsive and responsible quote. A scope of work along with a SAMPLE contract is attached to this document for reference.

About Ellisville State School:

Ellisville State School is a state-operated regional program providing comprehensive services to people with intellectual and developmental disabilities. Ellisville State School serves approximately 240 people on the main campus and additional people in the community. The Program is under the jurisdiction of the Mississippi Board of Mental Health. Ellisville State School offers services to people in a residential setting and provides an array of programs and services in the community through the Community Services System. It is the goal of Ellisville State School to provide each person with the appropriate services so that each will develop to the maximum of their potential. The program hopes through treatment and training to place each person in his or her least restrictive environment. This goal is consistent with state and national policies regarding service programs for people with intellectual and developmental disabilities.

All quotes may be submitted to:

Beverly Rogers, Procurement Officer
Ellisville State School
1101 HWY 11 South, Ellisville, MS 39437
601-477-5615
ess.contracts@ess.ms.gov

Quotes may be submitted via hand delivery, Fax, USPS, or email.

Office Hours: 8:30am to 4:30pm, Monday through Friday.

Deadline for quote submission is March 18, 2025

Quote Form

A COPY OF CURRENT APPROVED LICENSE/CERTIFICATIONS MUST BE ATTACHED TO THIS PROPOSAL. UPON AWARD OF A CONTRACT, THE AWARDED CONTRACTOR SHALL PROVIDE THE AGENCY WITH THEIR CERTIFICATE OF INSURANCE, NAMING ELLISVILLE STATE SCHOOL AS AN ADDITIONAL INSURED WITHIN SEVEN (7) BUSINESS DAYS AFTER AWARD NOTIFICATION. By submitting rates below, Contractor agrees to enter a contract with the Agency at the rates provided with no other fees, should their proposed rate be the lowest most responsible and responsive quote.

Proposed Rate Per Hour for Services as described \$ _____

Proposed Rate Per Hour Travel \$ _____

Ellisville State School _____

South Mississippi Regional Center _____

Signature

Print Name

Business Name (if applicable)

Address

Phone Number

Email

Registered with Mississippi Secretary of State? Yes No
(www.sos.ms.gov/business-services-regulation)

MAGIC Vendor ID _____
(if already registered as an authorized State Vendor)

Scope of Work

Ellisville State School seeks to contract Professional Services as it pertains to Nutritional Assessment for the 'Persons Served' of the ICF/IID Community Homes and/or on campus as needed. For the purposes of these services the Awarded Contractor shall operate as an Independent Contractor.

The Contractor shall provide the following services:

1. Certain professional services relating to the nutritional care for Persons of the Agency on Ellisville State School's main campus and/or the ICF/IID Homes as needed. The award shall be for not more than eighty (80) hours per month for services and no more than twenty (20) hours per month for travel. Quotes shall be submitted one rate for services and one rate for travel.
2. The nature and scope of work shall be to-
 - a. Provide initial and annual nutritional assessments for the Persons Served of the ICF/IID Community Homes and on campus as needed.
 - b. Provide written reports to the Director of Food Service and the Administrator of ICF/IID Community Programs and on campus as needed.
 - c. Provide written dietary related programs to meet the needs of the Persons Served as designated by ICF/IID Community Homes and on campus as needed.
 - d. Provide initial and annual feeding assessments (using forms from Comprehensive Functional Assessment) for residents of the ICF/IID Community Homes and on campus as needed.
 - e. Provide monthly nutrition risk screen assessments.
 - f. Provide quarterly nutritional notes documenting nutritional care for Persons Served residing in the ICF/IID Community Homes and on campus as needed.
 - g. Provide in-service education programs for the staff and Persons Served (on nutrition, diet control, measures, etc.) yearly or as the need arises.
 - h. Work with the Occupational Therapist and other disciplines, as needed, to determine and implement special eating adaptive equipment and utensils to better service the developmental process and to foster eating skills.
 - i. Attend Habilitation Team meetings as the need dictates.
 - j. Provide other duties as deemed appropriate for a dietitian.
 - k. The Contractor will provide the Director of Food Services with a copy of scheduled monthly visits two (2) weeks prior to the visits.

Request for Quote

Ellisville State School at South Mississippi Regional Center is seeking quotes for professional Services as it pertains to Nutritional Assessment for the persons of the ICF/IID Community Homes and/or on campus as needed. For the purposes of these services the Awarded Contractor shall operate as an Independent Contractor.

The Contractor shall provide the following services;

1. Certain professional services relating to nutritional care for 'Persons Served' at [South Mississippi Regional Center's main campus in Long Beach](#), Poplarville, Wiggins, Biloxi and Gautier ICF/IID homes as needed. The award shall be for not more than one hundred (100) hours per month for services and no more than thirty (30) hours per month for travel. Quotes shall be submitted one rate for service and one rate for travel.
2. The nature and scope of work shall be to;
 - a. Provide initial and annual nutritional assessments for the persons served of the Wiggins and Poplarville ICF/IID Community Homes and Long Beach campus as needed.
 - b. Provide written reports to the Director of Food Service and the Administrator of ICF/IID Community Programs and on campus as needed.
 - c. Provide written dietary related programs to meet the needs of the persons served as designated by the named ICF/IID Community Homes and on campus as needed.
 - d. Provide initial and annual feeding assessments (using forms from Comprehensive Functional Assessment) for residents of then named ICF/IID Community Homes and on campus as needed.
 - e. Provide monthly nutrition risk screen assessments.
 - f. Provide quarterly nutritional notes documenting nutritional care for persons served residing in the named ICF/IID Community Homes and on campus as needed.
 - g. Provide in-service education programs for the staff and persons served (on nutrition, diet control, measures, etc.) yearly or as the need arises.
 - h. Work with the Occupational Therapist and other disciplines, as needed, to determine and implement special eating adaptive equipment and utensils to better service the developmental process and to foster eating skills.
 - i. Attend habilitation team meetings as the need dictates.
 - j. Provide other duties as deemed appropriate for a dietitian.

- k. The Contractor will provide the Director of Food Services with a copy of scheduled monthly visits two (2) weeks prior to the visits.



ELLISVILLE
State School

A MISSISSIPPI DEPARTMENT OF MENTAL HEALTH FACILITY
PROFESSIONAL SERVICES CONTRACT
INDEPENDENT CONTRACTOR

This contractual agreement is entered into by and between Ellisville State School, hereinafter referred to as "Agency", located at 1101 Highway 11 South, Ellisville, MS 39437 and **Contractor Name**, hereinafter referred to as "Contractor", located at **Address**.

Commencing **Date**, the Contractor shall provide services as they relate to **_____** for 'Persons Served' of the Agency.

1. **The nature and scope of work: shall be taken from Request for Independent Contractor Form**
2. For consideration of services as stated, the Contractor shall be paid at the rate of **AMOUNT (\$0.00)** _____. The maximum contract amount of **_____ (\$0)**.
3. **Contract Period: Shall begin on Month/Day/2025 and shall End on Month/Day/2026.**
4. **Renewal of Contract:** The contract may be renewed at the discretion of Ellisville State School for a period of two (2) successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two (2).
5. **Training:** As a condition of employment, the Contractor must successfully complete all mandatory training programs, including MANDT, if applicable and CPR. Training is offered during orientation and/or within fourteen (14) days of the expiration date on the certification. If the Independent Contractor has taken CPR training previously, if a certification can be shown as currently active, the current certification may be used for employment with Ellisville State School/South Mississippi Regional Center.
6. The Contractor agrees that the services performed or provided under the terms of this agreement will meet or exceed applicable accreditation standard in the field or area governing above stated services. By entering into this contractual agreement, the Contractor certifies that he/she is duly qualified to render the services as stated in this agreement on behalf of the Agency.
7. The Agency may, from time to time, request changes in the scope of services to be performed by the Contractor. Such changes, including any increases or decreases in the amount of the Contractor's compensation, shall be included in written agreements, signed by the Agency and the Contractor.
8. The Agency or the Contractor can terminate this contract at any time for any reason by giving written notice to the proper party specifying the effective date thereof at least thirty (30) days before the effective date of termination.
9. Any specialized equipment or supplies needed by the Contractor but not related to 'Persons Served' care must be supplied by the Contractor.

10. The Contractor shall be governed by the policies and procedures of the Agency.
11. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
12. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board (PPRB) and/or the Department of Finance and Administration Office of Personal Service Contract Review (OPSCR) and/or Department of Mental Health (DMH), and this contract is not approved by the PPRB and/or OPSCR and/or DMH, it is void and no payment shall be made hereunder.
13. Attorney's Fees and Expenses: In the event Contractor defaults on any obligations under this Agreement, contractor shall pay to Ellisville State School all costs and expenses, without limitation, incurred by Ellisville State School in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorney's fees. Under no circumstance shall Ellisville State School be obligated to pay attorneys' fees or legal costs to Contractor.
14. Authority To Contract: Contractor warrants:
 1. That it is a validly organized business with valid authority to enter into this agreement;
 2. That it is qualified to do business and in good standing in the State of Mississippi;
 3. That entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual agreement of any kind: and,
 4. Notwithstanding any other provision of this agreement to the contrary, 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.
15. Availability of Funds: It is expressly understood and agreed that the obligation of Ellisville State School to proceed under this agreement 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 time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of source funding, Ellisville State School shall have the right upon ten (10) business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to Ellisville State School of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
16. Compliance with Equal Opportunity in Employment Policy: Contractor understands that Ellisville State School 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in employment practices and provision of services.

17. Compliance with Laws: Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
18. Confidentiality: Ellisville State School is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, *et seq.* If a public records request is made for any information provided to Ellisville State School, by Contractor, Ellisville State School shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. Ellisville State School shall not be liable to the Contractor for disclosure of information required by court order or required by law.
19. Contract Assignment and Subcontracting: Contractor acknowledges that it was selected by Ellisville State School to perform the services required hereunder based, in part upon Contractor’s special skills and expertise. The contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of Ellisville State School, which may, in its sole discretion, approve or deny without reason. Any attempted transfer of Contractor’s obligations hereunder without such consent of Ellisville State School shall be null and void. Approval of a subcontract by Ellisville State School shall not be deemed to be an approval of the incurrence of any additional obligation of Ellisville State School. Subcontractors shall be subject to the terms and conditions of this agreement and to any conditions of approval that Ellisville State School may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
20. Contractor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractor, Contractor shall provide replacement staff or subcontractor satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor’s employees and subcontractors is the sole responsibility of Contractor.
21. Disclosure of Confidential Information Required by Law: In the event that either party to this Agreement receives notice that a third party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party’s data or other information, the parties subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the parties subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by the Mississippi Code Annotated §§ 25-61-1, *et seq.*
22. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi “Timely Payments for Purchases by Public Bodies” laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated §31-7-301, *et seq.*
23. E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification

system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of Ellisville State School subject to approval by any agencies of the United States Government. Contractor 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 clause may subject Contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;
 - (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi; or both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the State.
24. Entire Agreement: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the Agency and the Contractor. The contractor acknowledges that is has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against Ellisville State School or Contractor based on draftsmanship or preparation hereof.
25. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Ellisville State School may have.
26. Failure To Enforce Does Not Constitute Waiver: Failure by the Ellisville State School at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provisions at any time in accordance with its terms.
27. HIPAA Compliance: HIPAA stands for Health Insurance Portability and Accountability Act. Passed in 1996 HIPAA is a federal law that sets a national standard to protect medical records and other personal health information. A federal law that protects sensitive health information from being disclosed without a patient's consent. Under no circumstances will 'Persons Served' be recorded and/or photos taken and shared on social media or shared by any other means of communication.
28. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate Ellisville State School, its commissioners, board members, officers, 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 attorneys' fees, arising

out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In Ellisville State School's sole discretion, upon approval of the Office of the Mississippi Attorney General and Ellisville State School, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and Ellisville State School. Contractors shall be solely responsible for all costs and/or expenses associated with expenses, associated with such defense, and Ellisville State School shall be entitled to participate in said defense. Contractors shall not settle any claim, suit, etc. without the concurrence of the Office of Mississippi Attorney General and Ellisville State School, which shall not be unreasonably withheld.

29. Independent Contractor Status: Contractor shall always be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for Ellisville State School. Nothing contained herein shall be deemed or construed by Ellisville State School, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar relationship between the Ellisville State School and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of Ellisville State School or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of Ellisville State School and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Ellisville State School. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of Ellisville State School, and Ellisville State School shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

Ellisville State School shall not withhold from the contract payments to Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, Ellisville State School shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by Ellisville State School for its employees.

30. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to Ellisville State School under this agreement, and their use by Ellisville State School, 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, Contractor shall defend the infringement action and/or obtain for Ellisville State School the right to continue using such items without additional cost to Ellisville State School. Should Contractor fail to obtain for Ellisville State School the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require Ellisville State School to discontinue using such items, in which case Contractor will refund Ellisville State School the fees previously paid by Ellisville State School for the items the customer may no longer use, and shall compensate Ellisville State School 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) business days of notice to Ellisville State School to discontinue said use.

Scope of Indemnification: Provided that Ellisville promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless Ellisville State School against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the Agency's sole discretion, upon approval of the Office of the Mississippi Attorney General and Ellisville State School, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and Ellisville State School. The contractor shall be solely responsible for all costs and/or expenses associated with such defense, and Ellisville State School shall be entitled to participate in said defense. Contractors shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and Ellisville State School, which shall not be unreasonably withheld.

31. Insurance: Contractor represents that it will maintain the following insurance coverage. Coverage is to include Ellisville State School as an additional insured. A copy of the certificate must be provided to Ellisville State School before the commencement of service. Ellisville State School reserves the right to request from carriers, certificates of insurance (COI) regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. At no time during this agreement should insurance lapse.

Ellisville State School Requires coverage as below:

- A. Workmen's Compensation Insurance – Statutory Coverage
- B. Employers Liability - \$500,000.00
- C. Comprehensive General Liability – Bodily Injury and Property Damage
\$1,000,000.00 per occurrence \$2,000,000.00 aggregate

32. Modification Or Renegotiation Required By Change in Law: The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by a written agreement signed by the parties hereto and with approval by the Public Procurement Review Board, if required.
33. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractor's performance under this agreement.
34. Non-Solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any person in the full-time or part-time employment of the other party until at least twelve (12) months after this agreement terminates, unless mutually agreed to in writing by Ellisville State School and Contractor. Any such employment or solicitation for employment

shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§25-4-101 through 25-4-121.

35. Paymode: Payments by Ellisville State School using the State's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Agency may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. The contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency. Invoices may be emailed to essaccountspayable@ess.ms.gov.
36. Procurement Regulations: This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi's Department of Finance and Administration's website (www.DFA.ms.gov). Any Contractor responding to a solicitation for personal and professional services and any contractor doing business with a State Agency is deemed to be on notice of all requirements therein.
37. **Professional Certifications and Licenses:** Contractor shall provide official copies of all valid licenses and certificates required for performance of the work. The official copies shall be delivered to Ellisville State School no later than ten (10) business days after Contractor receives the Notice of Intent to Award from Ellisville State School. Current official copies of licenses and certificates shall be provided to Ellisville State School within five (5) business days of request at any time during the contract term. Licenses and certificates required for this contract include the following: a business license valid in the State of Mississippi; a professional license or certificate in the field of (specialty area).
38. Property Rights: Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. The contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that Ellisville State School may terminate this contract at any time for its own convenience.
39. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to Ellisville State School, the same amount may be deducted from any sum due to the Contractor under this contract or under any other contract between the Contractor and Ellisville State School. The rights of Ellisville State School are in addition and without prejudice to any other right Ellisville State School may have to claim the amount of any loss or damage suffered by Ellisville State School on account of the acts or omissions of Contractor.
40. Representation Regarding Gratuities: Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Ellisville State School a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Ellisville State School has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated: any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor

further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

41. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at Ellisville State School for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that Ellisville State School and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*
42. State Property: Contractor will be responsible for the proper custody and care of any state-owned property furnished for use in connection with the performance of this agreement. The contractor will reimburse the State for any loss or damage, normal wear and tear, excepted.
43. Stop Work Order: Ellisville State School may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period specified by Ellisville State School. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to Ellisville State School. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless Ellisville State School has terminated that part of the agreement or terminated the agreement in its entirety. Ellisville State School is not liable for payment of services which were not rendered due to the stop work order.
44. Termination:

Termination for Convenience. The Agency may, when the interests of the Agency require, terminate this contract in whole or in part, for the convenience of the Agency. The Agency shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If Ellisville State School gives the Contractor notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, Ellisville State School may terminate the contract for default and the Contractor will be liable for the additional cost to Ellisville State School to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract*

Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

45. Unsatisfactory Work: If, at any time during the contract term, the service performed or work done by Contractor is considered by Ellisville State School to create a condition that threatens the health, safety, or welfare of the persons served and/or employees of the State of Mississippi, Contractor shall, on being notified by Ellisville State School, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, Ellisville State School shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

SAMPLE