42. UNSATISFACTORY WORK

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

43. WAIVER

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

44. NOTICES

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when ref used. The par ties agree to promptly notify each other in writing of any change of address.

For Independent Contractor:

*Name:* *Title: \_\_\_ \_*

*Address:*

For BRC:

*Name:* *Title: \_\_\_ \_*

*Address:* P.O. Box 128, 1049 Simpson Hwy 149, Magee, MS 39111

45. INTEGRATED AGREEMENT/MERGER

This agreement, including all contract documents, represents the entire and integrated agreement between the par ties 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 State and Independent Contractor. Independent Contractor

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acknowledges that it 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 the State or Independent Contractor on the basis of draftsmanship or preparation hereof.

Clint Ashley, Director

Boswell Regional Center

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Sonjia Kittrell, Business Services Director Date

Boswell Regional Center

Independent Contractor Date

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## ATTACHMENT • C CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the offer to which it is attached, understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Representation Regarding Contingent Fees. The contractor represents that it has/has not (Circle One) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, or contingent fee, except as disclosed in the contractor's bid.
2. Representation Regarding Gratuities. The bidder, offeror or contractor represents that it has/has not (Circle One) violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

03. Certification of Independent Price Determination. The bidder certifies that the prices submitted in response to the solicitation has/has not (Circle One) 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 an bid, or the methods or factors used to calculate the prices bid.

04. Prospective Contractor’s Representation Regarding Contingent Fees. The prospective contractor represents as a part of such contractor's bid that such contractor has/has not (Circle One) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

1. Certification of Non-Debarment. By submitting a bid, the bidder certifies that it ls/is not (Circle One) currently debarred from submitting bids for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred ·form submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

Signature of Bidder

Title

Date

**ATTACHMENT - D**

## MISSISSIPPI DEPARTMENT OF FINANACE AND ADMINISTRATION ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS AND ELECTRONIC INVOICING BY VENDORS

Vendor Name ("Vendor"): ---------------------

Vendor has received a copy of the "Mississippi Department of Finance and Administration Administrative Rule on Mandatory Electronic Payment of Vendors."

Vendor understands that BRC is an agency of the State of Mississippi, and as such, its payments are processed by the Mississippi Depai1ment of Finance and Administration ("DFA").

Vendor agrees to one of the following:

* 1. Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently Paymode™, for the receipt of payment from the State of Mississippi.
  2. Obtain an exemption from DFA before providing any good or services which may be billable to MSH.

Vendor understands that payment will not be received from the BRC until enrollment in Paymode™ is complete, or an exemption is granted by DFA.

Signature

Printed Name

Title

Date

MISSISSIPPI DEPARTMENT OF FINANCE AND A DMINISTRATION ADMINISTRATIVE RULE

MANDATORY ELECTRONIC PAYMENT OF VENDORS

## General Purpose.

* 1. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.

1. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.
2. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.
3. **Definitions**
   1. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.
4. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.
   1. The State of Mississippi uses "standard EFT" for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.
   2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.
5. E-Payment vehicle ·: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (MAGIC). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State's vendors.
6. Existing Agreements: Individual agreements in place for the acceptance of electronic payments prior to the implementation of this policy.
7. Pa y Mod e™: A Bank of America product, Pay Mode™ is the State's present e­ payment vehicle.

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1. MAGIC: Mississippi Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.
2. Vendor Payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

# Requirements for Transitioning to E-payment Vehicle

* 1. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™.
  2. All vendors established as new vendors in the State Magic System must be established for e-payment and remittance via PayMode™.
  3. All remaining MAGIC vendors, unless specifically exempted, must convert to PayMode™ on the schedule determined by DFA.
  4. To register for PayMode™ , vendors should go to the Bank of America's ™

Enrollment website at http://www .bankofamerica.com/paymode/m s.

* + 1. Vendor must have a valid email address in order to enroll with PayModeTM.

This email address can be obtained through one of the free email services such as Yahoo or Hotmail.

* + 1. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
    2. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting mash@dfa .state.ms.us ·or by calling MASH at (601)359-1343.

# Requirements for Transitioning to E-invoicing

* 1. All vendors who contract with a state agency must agree to invoice the State electronically through PayMode.

B. To register for PayMode E-invoicing, vendors must first register with PayMode for E-payment.

1. Vendors must then complete additional information on the PayMode website to enroll in E-invoicing.
2. Vendors may request assistance in enrolling in PayMode E-invoicing by contacting PayMode Customer Support at 1-866-252-7366.
3. **Exemptions**
   1. The following are exempt from this rule:
      1. State employees as defined in §25-9-107;
      2. Contract workers - note that Independent Contractors are **not** exempt from this rule;
      3. Vendors specifically approved for "one of ' payments using the

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## Specific vendor number designated for that purpose by the Office of Fiscal Management;

* + 1. . Right-of-Way acquisition payments made by the Mississippi Department of Transportation.

1. Debt service payments made by the Office of the State Treasurer;
2. Tax payments to the IRS (standard EFT);
3. Tax payments to the Mississippi State Tax Commission (standard EPT);
4. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
5. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);

I0. Vendors who apply for exemption and are approved by DFA.

* 1. To apply for exemption, the vendor must submit a write application to: Director, Office of Fiscal Management Department of Finance and Administration

501 North West Street, Suite 1101B Jackson, Mississippi 39201

1. Application must detail the following:
   1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
   2. Documentation of supporting cost and legal issues associated with the request for the exemption.
2. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

**ATTACHMENT - E**

(CNA SERVICE REQUIREMENTS)

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract.

1. The Contractor will coordinate all communications with the Agency through the Director of Nursing’s office as required.

1. The Contractor will provide a temporary worker or workers as requested by the Agency. Professional nursing services are to be provided in one category: Certified Nursing Assistants (CNAs).

Certified Nursing Assistant:

Nursing personnel must have the following:

* + High School diploma *or* GED
  + Valid CNA certification certificate with the State of Mississippi (in good standing)
  + Six (6) months experience as a CNA in a health care setting
  + Ability to participate in activities with residents
  + Ability to assists residents in all areas of physical care and hygiene
  + Ability to perform housekeeping duties
  + Ability to write non-technical reports and participate in training sessions, including computer skills for same
  + Ability to stand for long periods of time and perform physically demanding task to include lifting

*Or* repositioning patients

* + Other CNA skills, as required

1. The Contractor shall, with respect to all CNA personnel provided to the Agency:
2. Assign a Contractor account representative to work directly with the Agency Representative:
3. Designate a contact person available twenty-four hours (24) hours daily for communication with the Agency, if required;
4. Provide a copy of current certification as applicable, for each CNA personnel assigned to the Agency prior to or upon clocking in for a scheduled shift;
5. Ensure that each CNA has an annual TB test results on file and evidence of current CPR certification prior to assignment:
6. Provide orientation for all CNA personnel prior to first assignment to include a competency checklist in vital sign measurement, patient safety, bedside glucose monitoring, skin care

(Maintaining skin integrity), HIPPA compliance, and agency facility information, as required by the Agency:

1. Arrange for CAN personnel to attend agency-specific orientation, 2 days prior to beginning first assignment, if requested by the Agency (in which *case,* proof of certification must be provided prior to orientation);
2. Ensure CNA personnel comply with the policies and procedures of the Agency to which they are assigned, the applicable standards of care, Joint Commission standards and all applicable regulations as now existing or may be modified;
3. Provide the required number of qualified CNA personnel during the shifts required, seven (7) days a week, including weekends and holidays as needed;
4. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as social security and withholding taxes;
5. Make all unemployment compensation contributions as required by federal and state laws and process claims as required;
6. Maintain a pool of personnel sufficient to meet the Agency's needs within twenty-four (24) hours;
   1. Ensure CNA personnel understands work commitments and reports to work at the time and place specified by the Agency;
7. Replace at no additional expense to the Agency, any CNA personnel not performing satisfactorily within two (2) hours;
8. Abide by all ordinances and laws pertaining to the Agency's operation and secure all required licenses and permits;
9. Accurately describe the job duties required to CNA personnel; and,
10. Perform all services provided in the contract in accordance with customary and reasonable industry standards.
11. The Contractor shall provide also:
12. Provide information required for the Agency to perform a criminal background check or drug screening of CNA personnel, if requested;
13. Alternatively, the Contractor shell, for an additional negotiated fee, perform the check or screening and verify the results to the Agency; and,
14. Arrange for the Agency to interview all potential CNA candidates, at the contractor's expense, For a period of up to one (1) hour.