

PERSONAL SERVICE CONTRACT

This Personal Service Contract is made by and between the Office of the Attorney General, a state agency, (the "OAG") whose address is 550 High Street, Sillers Building, 12th Floor, Jackson, Mississippi 39201 and Weight Watchers Inc., (the "Contractor") whose address is P. O. Box 16463, Jackson, MS 39206 on the 29th day of June, 2012, under the following terms and conditions:

1. **Scope of Services** Pursuant to Senate Bill 2646, 2010 Regular Legislative Session, the OAG has retained the Contractor to provide the Contractor's weight loss plans and programs for eating right and living healthy. As part of this service, the OAG employees shall have access to the Contractor's dieting resources to assist weight loss and maintenance and Weight Watchers Meetings which shall be held at the OAG's main office or any other location mutually agreed upon by the parties to this Contract. Further, the Contractor agrees to suspend any bank draft or other form of payment for any OAG employee who is currently enrolled with the Contractor for the duration of this Contract and any renewals or extensions thereof.
2. **Contract Term** The contract period shall be from July 1, 2012 through June 30, 2013, with an option to renew upon the mutual agreement of the parties.
3. **Consideration** The Contractor shall be paid a maximum of One Hundred Sixty Four Dollars (\$164.00) per employee per 15 week series for these services. The Contractor shall invoice the OAG on Week 2 providing a list of the participating employees. The OAG is responsible for payment of all employees signed up by Week 2. The Contractor requires a minimum of fifteen (15) participants to open a fifteen week series. The total consideration under the term of this Contract shall not exceed Sixteen Thousand Dollars (\$16,000.00).
4. **Payment** The OAG agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as

acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

5. **Availability of Funds** This contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds.
6. **Representation Regarding Contingent Fees** The 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 contractor's bid of proposal.
7. **Representation Regarding Gratuities** The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
8. **Applicable Law** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation shall be brought in the courts of the State.
9. **Assignment** The Contractor shall not assign or subcontract in whole or in part, its right or obligations under this Agreement without prior written consent of the OAG.
10. **Compliance with Laws** The Contractor agrees to comply with all applicable federal, state and local laws and regulations.
11. **Transparency** In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://merlin.state.ms.us>
12. **Employee Status Verification System** The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), 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. The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The 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. The Contractor understands and agrees that any breach of these warranties may subject the 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 the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.”

13. **Independent Contractor** The Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the OAG. 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 Contractor shall be paid as a gross sum with no withholdings or deductions being made by OAG for any purpose from said contract sum.
14. **Termination** The OAG may terminate this contract with or without cause upon ten (10) days written notice to the Contractor. The Contractor may terminate this contract with cause upon thirty (30) days written notice to the OAG.
15. **Ownership of Documents and Work Papers** The OAG shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the contract.
16. **Indemnification** To the fullest extent allowed by law, the Contractor shall indemnify the State of Mississippi and the OAG and its agents and employees from all claims, demands, liabilities, suits, actions and damages in the performance of or failure to perform this contract.
17. **Change in Scope of Work** The OAG may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the OAG and the Contractor.

18. **Notification** The following person (name and title) has been empowered to act as the duly authorized representative for this contract:

FOR THE OAG:

Onetta S. Whitley, Deputy Attorney General
OFFICE OF THE ATTORNEY GENERAL
P. O. Box 220
Jackson, Mississippi 39201
601-359-4210

FOR THE CONTRACTOR:

Wendy McLemore
Weight Watchers Inc.
P. O. Box 16463
Jackson, Mississippi 39206
601-982-5783

Signed: *Wendy McLemore*
Printed Name: Wendy McLemore
(TITLE): Exec Dir
Date: 7/12/12

Signed: *Onetta Whitley*
Printed Name: Onetta Whitley
(TITLE): Deputy Attorney General
Date: 7/18/12