

CFDA Number	Title of Federal Program	Federal Award Number

**MISSISSIPPI DEPARTMENT OF EDUCATION
CONTRACT FOR SPECIFIED SERVICES**

This contract made by and between the MISSISSIPPI DEPARTMENT OF EDUCATION, Jackson, Mississippi, an agency of the State of Mississippi, (hereinafter referred to as MDE) and Coast Accountability and Statistical Services, LLC, (hereinafter referred to as CONTRACTOR).

In consideration of the mutual benefits to be derived from this Contract, the parties hereto covenant and agree as follows:

1. **STATEMENT OF WORK**

MDE hereby contracts with CONTRACTOR to perform the following Specified Services, to wit:

Contractor will work with and assist in developing training, documentation and business rule support for the Accountability System.

2. **PERFORMANCE OF CONTRACT BY CONTRACTOR AND CONTRACTOR'S EMPLOYEES**

CONTRACTOR hereby agrees to perform the Specified Services herein described in Paragraph 1 above in a proper, workmanlike, and dignified manner; warrants that he/she is able to and will perform such Specified Services in a manner acceptable to MDE; and agrees to make all additions, deletions and/or changes that may be required by MDE, as a condition precedent to the acceptance of such Specified Services by MDE. CONTRACTOR agrees that, at all times, the employees of CONTRACTOR furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

3. **COMPENSATION**

As full consideration for the Specified Services to be performed under this Contract, and for all rights, properties, and privileges vested in MDE by the terms of this Contract, including the release of MDE, its assigns, agents, licensees, affiliates, clients and principals, representatives, heirs and successors, from any liability for any releases granted by the terms of this Contract in perpetuity, MDE agrees to pay CONTRACTOR using the following breakdown:

Personal Services: An Amount Not to Exceed \$ 45,000.00, payable upon completion of Specified Services and submission of invoice no later than ten working days after completion of Specified Services.

4. **INDEPENDENT CONTRACTOR**

Based upon the Internal Revenue Code, the CONTRACTOR has been classified as an independent contractor and assumes all responsibility for reporting any earnings to Federal and State authorities where required by law and paying such taxes as may be required thereon. The CONTRACTOR shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the CONTRACTOR with respect to third parties shall be binding on the MDE.

5. **COPYRIGHTS**

CONTRACTOR agrees that all new materials or processes developed, all inventions, new instructional concepts, techniques, scripts and/or work products created, devised, or produced under, or in the performance of, this Contract shall be and are the exclusive property of MDE, in perpetuity.

6. **RIGHTS TO MATERIALS**

CONTRACTOR retains the right to materials used in the performance of the Contract, which was developed by CONTRACTOR with non-MDE funds. The MDE is granted non-exclusive license to copy the materials for use within the State of Mississippi.

7. **RELEASE FROM LIABILITY**

CONTRACTOR hereby expressly releases MDE, its assigns, agents, licensees, affiliates, clients and principals, representatives, heirs and successors from any liability from any and all privacy, defamation of other claims, demands, injuries, damages and losses of whatsoever nature and character alleged to be caused by or arising out of, directly or indirectly, the matters, acts,

circumstances and participation covered by this Contract.

8. TERMINATION

The MDE, by written notice, may terminate this contract, in whole or in part, if funds supporting this contract are reduced or withdrawn. To the extent that this contract is for services, and if so terminated, the MDE shall be liable only for payment in accordance with payment provisions of this contract for services rendered prior to the effective date of termination. The MDE, in whole or in part, may terminate this contract for cause by written notification. Furthermore, the MDE and the CONTRACTOR may terminate this contract, in whole or in part, upon mutual agreement. The MDE or the CONTRACTOR may terminate this agreement for any reason after giving thirty (30) days' written notice specifying the effective date thereof to the other party.

9. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

10. ACCESS TO RECORDS

The CONTRACTOR agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of CONTRACTOR related to CONTRACTOR'S charges and performance under this agreement. Such records shall be kept by CONTRACTOR for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. CONTRACTOR agrees to refund to the MDE any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

11. COMPLIANCE WITH LAWS

The CONTRACTOR understands that the MDE 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, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the CONTRACTOR agrees during the term of the agreement that the CONTRACTOR will strictly adhere to this policy in its employment practices and provision of services. The CONTRACTOR shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

12. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The CONTRACTOR shall comply with applicable federal, state and local laws and regulations. In compliance with State law, the CONTRACTOR who is employed by a public entity must make arrangements with his/her employer to take the appropriate leave (annual, professional, compensation, etc.) during the period of service covered by the contract.

13. ASSIGNMENT

CONTRACTOR shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect.

14. AUTHORITY TO CONTRACT

CONTRACTOR warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that 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. GRATUITIES

The 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 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

16. **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 or proposal.

17. **E-VERIFICATION**

The CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, 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, to provide a copy of each such verification to the State. The CONTRACTOR further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which 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;
- 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 termination/cancellation, the CONTRACTOR shall also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

18. **E-PAYMENT and E-INVOICING**

The MDE requires the CONTRACTOR to submit invoices electronically throughout the term of the agreement. CONTRACTOR invoices shall be submitted to the MDE using the processes and procedures identified by the MDE. Payments by MDE using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the MDE. These payments shall be deposited into the bank account of the CONTRACTOR's choice. CONTRACTOR understands and agrees that the MDE is exempt from the payment of taxes. All payments shall be in United States currency.

19. **PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 E Capitol Street, Suite 800, Jackson, MS, 39201 for inspection.

20. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the MDE 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 fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE 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 MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

21. **MEMORANDUM OF UNDERSTANDING**

The execution of a Memorandum of Understanding (MOU) will be required prior to the release of any student level data by the MDE. Failure to adhere to the provisions of the MOU will result in termination of the contract and may result in denial of subsequent renewal requests.

22. **INDEMNIFICATION**

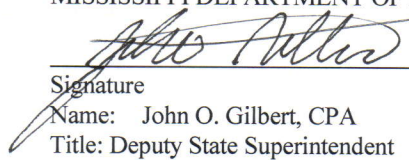
To the fullest extent allowed by law, the CONTRACTOR shall indemnify, defend, save and hold harmless, protect and exonerate the members of the Mississippi Board of Education, the MDE, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against 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 the CONTRACTOR and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the CONTRACTOR may be allowed to control the defense of any such claim, suit, etc. In the event the CONTRACTOR defends said claim, suit, etc., the CONTRACTOR shall use legal counsel acceptable to the State; the CONTRACTOR shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The CONTRACTOR shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

23. **EFFECTIVE DATE OF CONTRACT**

This agreement will become effective on the date it is signed by all parties and will end no later than June 30, 2013. CONTRACTOR shall undertake and complete performance of the Specified Services referred to in Paragraph 1 hereof, within the period of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, at Jackson, in the county of Hinds, in the State of Mississippi, the day and year first above written.

MISSISSIPPI DEPARTMENT OF EDUCATION


 11/27/12
Signature Date

Name: John O. Gilbert, CPA
Title: Deputy State Superintendent

CONTRACTOR

 11/27/12
Signature Date

Name: Steven W. Hebbler
Title: Independent Contractor

 11/27/12
Signature Date

Name: Donna Hales
Title: Director, Office of Procurement