



**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES**

1. **Parties.** This Contract is made and entered into by and between the Mississippi Department of Human Services, hereinafter referred to as "MDHS," and Mississippi State University (MSU) – Extension Services hereinafter referred to as "Contractor."

2. **Purpose.** MDHS hereby engages the Contractor and the Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."

3. **Scope of Services.** The Contractor shall perform and render the following services for the purpose of the Nurturing Home Initiative (NHI):

NHI will promote quality unlicensed family childcare. NHI will provide quality training and evaluation activities to develop and/or enhance the skills of unlicensed, providers in the state. Service delivery to family-home providers in Mississippi is as follows:

a) *Year One:*

- 1) Within the first three (3) months of the program funding, program staff, including six (6) Extension Agents (EA) will be hired and trained to support the program. These EAs will be trained in Technical Assistance (TA) delivery and coaching techniques to promote optimal program delivery.
- 2) Within the first six (6) months of program funding, two to three focus groups for each of the four (4) congressional districts will be held with family-home providers for NHI staff to learn, understand, and enhance the current and regional needs of the providers and the families they serve.
- 3) Within the first six (6) months, an informal quality checklist will be developed.
- 4) Within the first year, EAs will be trained/certified in Classroom Assessment Scoring System (CLASS) for Family Home Providers as well as the Business Administration Scale (BAS) for family child care.
- 5) During program implementation, each EA will have a caseload of 20 providers and will provide technical assistance to family-home providers two to three times a week.
- 6) Within the first year, program content will be developed, including a website for online delivery of programming and a phone app to provide additional resources and information about the program.
- 7) Within the first year, recruitment of up to 175 family-home providers will begin the program. Providers will be recruited through community networks like County Extension Offices, United States Department of Agriculture (USDA) Adult and Child Care Food Program staff, Head Start, Child Care Licensing Division of the MS Health Department, local church, and utilizing newspaper, radio media, and social media.
- 8) During the first year, informal assessment will be utilized with providers to determine their educational needs for the program and materials.

b) *Year two:*

- 1) During the second year, implementation of the CLASS instrument to measure teacher-child interaction and program quality will begin.
- 2) During the second year, educational materials will be delivered in accordance with the technical assistance plan provided for each family-home provider.
- 3) During the second year, implementation of the BAS for Family Child Care will begin implemented with providers.
- 4) During the second year, program staff will receive training and professional development on the Brigance Assessment and Screening tool for Early Childhood.
- 5) During the second year, MSU Extension Services will begin to offer the Child Development Associate for interested providers.
- 6) During the second year, recruitment of up to 175 additional unlicensed family-home providers will continue.

c) *Third year:*

- 1) During the third year, the program will begin to introduce and implement Brigance child assessment to providers.
- 2) During the third year, delivery of educational materials in accordance with the technical assistance plan provided for each family-home provider will continue.
- 3) During the third year, CLASS will continue to be used as a measurement of teacher-child interactions and quality of the program.
- 4) During the third year, educational materials will continue to be delivered in accordance with the technical assistance plan provided for each family-home provider.
- 5) During the third year, the program will continue to offer the Child Development Associate for interested providers.
- 6) During the third year, recruitment of up to 175 additional family-home providers will continue.

Each year, MSU Extension Services will focus on outreach and recruiting up to 175 providers. As services continue to grow professionally, more providers will be recruited. At the end of year 3, up to 525 unlicensed family-home providers will have been served.

The workshops and technical assistance will be provided along with educational materials that enhance the lessons and learning environment. Technical assistance will be offered to each provider each week until a level of high quality is achieved.

4. Period of Performance. The period of performance of services under this Contract shall begin on March 7, 2022, and end on March 6, 2025.

5. Consideration and Method of Payment.

a. As consideration for the performance of the services referenced in this contract, MDHS agrees to compensate the Contractor as provided in "Exhibit A", which is attached hereto and incorporated hereof by reference. It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of Seven Million Eight

Hundred Thirty-Eight Thousand, Nine Hundred Thirty-Eight Dollars and Zero Cents (\$7,838,938.00).

b. The Contractor will bill MDHS for its services. Following the satisfactory completion of its services, as determined by MDHS, the State requires the Contractor to submit invoices electronically to invoices@mdhs.ms.gov throughout the term of the agreement. Invoices shall be submitted to MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted as tasks are completed, with the final invoice to be submitted no later than five (5) working days after the contract end date.

6. 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. Contractor shall comply with applicable federal, state, and local laws and regulations.

7. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review, and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

8. Availability of Funds. It is expressly understood and agreed that the obligation of the MDHS 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 MDHS, the MDHS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

9. Compliance with Laws. Contractor understands that the MDHS 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 its employment practices and provision of services. 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.

10. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDHS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDHS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

11. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. 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. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. 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 agreement may subject Contractor to the following:

- a. termination of this contract for services 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 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, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

12. Insurance. Workers’ compensation protection for employees of MSU is provide under the Mississippi Institutions of Higher Learning Self-Insured Workers’ Compensation Plan in a form and in an amount required by Mississippi State law.

13. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

14. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.

15. Representation Regarding Contingent Fees. 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 Contractor's proposal.

16. Representation Regarding Gratuities. 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 Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations.

17. Stop Work Order.

a. *Order to Stop Work:* The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

- i. cancel the stop work order; or,
- ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
- ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise. d.

Adjustment of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

18. Termination for Convenience.

a. *Termination.* The MDHS Executive Director or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The MDHS Executive Director or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MDHS Executive Director or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

19. Termination for Default.

a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the MDHS Executive Director or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the MDHS Executive Director or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MDHS Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the MDHS Executive Director or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the MDHS Executive Director or designee deems to be necessary to protect the

State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the MDHS Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the MDHS Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience" in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDHS upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

21. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the 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 and shall be available for examination, copying, or reproduction.

22. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79- 23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

23. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

24. 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.

25. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the 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. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with

Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDHS shall result in the immediate termination of this agreement.

26. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MDHS is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDHS pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDHS shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDHS shall not be liable to the Contractor for disclosure of information required by court order or required by law.

27. Contractor Personnel. The MDHS 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 MDHS reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDHS in a timely manner and at no additional cost to the MDHS. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

28. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

29. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial

process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena 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 Mississippi Code Annotated §§ 25-61-1 *et seq.*

30. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which: (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (4) is independently developed by the recipient without any reliance on confidential information; (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or, (6) is disclosed with the disclosing party’s prior written consent.

31. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.

32. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDHS, 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 MDHS may have.

33. Failure to Enforce. Failure by the MDHS 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 MDHS to enforce any provision at any time in accordance with its terms.

34. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the MDHS a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State’s claims against Contractor under this contract.

35. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor

shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

36. Indemnification. Contractor's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

37. Independent Contractor Status. Contractor 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 State. No act performed, or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on MDHS.

38. Integrated Agreement/Merger. 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 State and Contractor. Contractor 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 Contractor on the basis of draftsmanship or preparation hereof.

39. Modification or Renegotiation. This agreement may be modified 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.

40. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

41. 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 refused. The parties agree to promptly notify each other in writing of any change of address.

For the MDHS:	For Contractor:
MS Dept. of Human Services	Mississippi State University
Robert G. Anderson, Executive Director	Kevin Enroth, Director of OSP
P.O. Box 352	129 Etheredge Hall, 449 Hardy Road
Jackson, Mississippi 39201	Mississippi State, MS 39762

42. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

43. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDHS and agreed to by Contractor.

44. Ownership of Documents and Work Papers. MDHS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDHS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDHS and subject to any copyright protections.

45. Priority. The Contract consists of this original agreement and its exhibits attached hereto. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved by first, reference to this original agreement. Omission of any term or obligation from this original agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in the contract.

46. Changes in Scope of Work. The MDHS 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 Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDHS and Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDHS in writing of this belief. If the MDHS believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

47. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing

daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDHS.

48. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.

49. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDHS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDHS. The rights of the MDHS are in addition and without prejudice to any other right the MDHS may have to claim the amount of any loss or damage suffered by the MDHS on account of the acts or omissions of Contractor.

50. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the MDHS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the MDHS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

51. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

52. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

53. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

54. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

55. Copyrights. Contractor agrees that MDHS shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to MDHS a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. The grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any Infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

56. Independent Price Determination. Contractor certifies that the price submitted was independently arrived at without collusion.

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

58. 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.

59. **Disputes.** Both parties agree to enter into good faith negotiations to resolve any disputes that arises under, is related to, or involves this contract. If this dispute is not disposed between the parties, it will be adjudicated in a court of competent jurisdiction in Hinds County, Mississippi.

For the faithful performance of the terms of this Contract, the parties hereto have caused this Contract to be executed by their undersigned authorized representatives.

Mississippi Department of Human Services

**Mississippi State University –
Extension Services**

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Budget Narrative

Mississippi State University - Extension Service

03/07/2022 - 03/07/2025

Salaries Salaries for this position are based on a 36 month budget with 2% increase per year.

POSITION TITLE	Annual Salary	Program	
		Percentage	Chargeable Amount
Executive Director	163,794	25%	125,320
Assistant Executive Director	82,424	25%	63,063
Project Director	65,700	100%	201,068
Project Manager	60,000	100%	183,624
Project Manager	60,000	100%	183,624
Program Manager	70,000	25%	53,557
Graphic Designer	47,300	100%	144,757
Tech Support	45,000	50%	68,859
Extension Agent	50,000	100%	153,020
Extension Agent	50,000	100%	153,020
Extension Agent	50,000	100%	153,020
Extension Agent	50,000	100%	153,020
Extension Agent	50,000	100%	153,020
Extension Agent	50,000	100%	153,020
Student Worker	10,400	100%	31,200
TOTAL SALARIES			\$ 1,973,192

Fringe Benefits Average fringe rate is 34.5%

POSITION TITLE	Total Salary	Program	
		Percentage	Chargeable Amount
Executive Director	125,320	28.06%	35,165
Assistane Executive Director	63,063	31.92%	20,130
Project Director	201,068	33.34%	67,036
Project Manager	183,624	35.64%	65,444
Program Manager	183,624	34.04%	62,506
Program Manager	53,557	32.89%	17,615
Graphic Designer	144,757	36.56%	52,923
Tech Support	68,859	36.69%	25,264
Extension Agent	153,020	35.64%	54,536
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Extension Agent	153,020	35.64%	54,536
Extension Agent	153,020	35.64%	54,536
Extension Agent	153,020	35.64%	54,536
Student Worker	31,200	0.35%	109
TOTAL FRINGE BENEFITS			\$ 673,408

Travel In-State

Travel for the project staff is necessary to fulfill the goals and objectives of this project. Travel is used for in-service training, assessment of child care providers, technical assistance, conducting workshops, attending educational workshops and conferences, meetings with supervisors and administrative staff. Travel includes meals, lodging, and mileage. Mileage reimbursement not to exceed state approved rates. Travel to be reimbursed at state approved rate in effect at the time travel cost is incurred. Travel expenses are approximate for the 3 year period.

TOTAL IN-STATE TRAVEL \$ **311,220**

Travel Out-of-State

Out-of-State travel is necessary for project staff to attend national trainings and conferences for further professional development. Travel includes meals, lodging, and public carrier not to exceed state approved rates. Travel to be reimbursed at state approved rate in effect at the time travel cost is incurred. Extension Agents travel to National Association for Family Childcare (NAFCC; 6 agents x 1 conference x 3 years = 18); Executive Director, Assistant Executive Director, Project Director, and 2 Project Managers to travel to McCormick Leadership Conference & Interact Now: Class Summit (5 staff x 2 conference x 3 years = 30) Travel expenses are approximate and are estimated as follows:

Estimated Public Carrier Expenses	Est. No.	Estimated	Chargeable Amount
	Tickets	Rate	
round trip for staff over three years to NAFCC, CLASS Summit & McCormick Leadership conference	48	\$ 750	36,000

Estimated Lodging Expenses	Est. No.	Estimated	Chargeable Amount
	Nights	Rate	
average 4 days/3 night staff over three years to NAFCC, CLASS Summit & McCormick Leadership conference	144	\$ 140	20,160

Estimated Meal Expenses	Est. No. Days	Estimated	Chargeable Amount
		Rate	

average 4 days/3 night staff over three years to NAFCC, CLASS Summit & McCormick Leadership conference	192	\$	46	8,832
TOTAL OUT-OF-STATE TRAVEL				\$ 64,992
TOTAL IN-STATE AND OUT-OF-STATE TRAVEL				\$ 376,212
Contractual Services				
				Chargeable Amount
CLASS, BAS, and Brigance - will be used to assess program quality and assess child development				90,000
Professional development fees, registration fees for conferences/trainings, fingerprinting/background check for staff,				54,000
Repair and maintenance costs for equipment and software licenses, support, and technical assistance				7,200
Professional Membership fees for Nurturing Homes participants (525 participants for 3 years)				29,925
CDAs for providers				33,750
TOTAL CONTRACTUAL SERVICES				214,875
Commodities				
				Chargeable Amount
Educational learning materials, resource books, children's books, workshop and office supplies, office furniture (less				300,000
Direct incentives to participating providers in the form of commodities for the provider to use in providing childcare				2,625,000
TOTAL COMMODITIES				2,925,000
TOTAL DIRECT COSTS				\$ 6,162,687
Indirect Costs				
Modified Total Direct Costs x 27.2%				
TOTAL INDIRECT COSTS				1,676,251
TOTAL BUDGETED COSTS				\$ 7,838,938



NOTICE OF CONTRACT AWARD

NURTURING HOMES INITIATIVE

CONTRACT NO. 8200061554

As identified in Mississippi Code Annotated 31-7-423(2) and Executive Order 1362 (July 31, 2015), each agency awarding, renewing, or amending any professional or personal services contract reported online pursuant to the Mississippi Accountability and Transparency Act of 2008 must also submit by online report an analysis describing the reasons for awarding, renewing, or amending the contract.

PLEASE SELECT APPROPRIATE ACTION:

Awarding Renewing Amending

Vendor Name:	Mississippi State University (MSU) Extension Services
Vendor Contact:	Kevin Enroth, Director of OSP
Vendor Address:	129 Etheredge Hall, 449 Hardy Road Mississippi State, MS 39762
Vendor Phone Number:	(662) 325-7404

ANALYSIS DESCRIBING AWARD, RENEWAL OR AMENDMENT OF CONTRACT (include nature, duration and amount):

Pursuant to Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, Section 3-102.04 Procuring Services Offered by Governmental Entities Not Under Purview of the PPRB, a contract was awarded to MSU Extension Services for the development and implementation of a program designed to provide specialized training and technical assistance to family child care providers. The total amount of the Contract is \$7,838,938.00 and includes a period of performance of March 7, 2022, through March 6, 2025.

Chief Procurement Officer

Date

The contract is on file and available for public inspection in the office of the Chief Procurement Officer. Please call (601) 359-4500 for more information.



Robert G. Anderson
Executive Director

February 2, 2022

To the MDHS Procurement File for Contract Number 8200061554:

The Mississippi Department of Human Services intends to contract with Mississippi State University (MSU) Extension Services for the purpose of the Nurturing Homes Initiative (NHI) pursuant to Section 3-102.04, Procuring Services Offered by Governmental Entities Not Under Purview of the PPRB, of Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review Rules and Regulations, which states:

“Agency requirements may be fulfilled by procuring services performed incident to the State’s own programs. The Agency Head shall determine in writing whether such services meet the agency’s requirements and whether the price represents a fair market value for such services and provide an explanation of what method was used to arrive at this determination. When such procurements are made from other governmental entities, the private sector need not be solicited; however, these contracts shall still be submitted for approval to the PPRB.”

In order to comply with this section, the Directors of the Division of Early Childhood Care and Development (ECCD) provided the following information:

NHI will promote quality in unlicensed family childcare. NHI will provide quality training and evaluation activities to develop and/or enhance the skills of unlicensed providers within the state of Mississippi.

MSU Extension Services submitted a proposal that outlines service delivery to family-home providers in Mississippi over the next 3 years and has provided a quote of \$7,838,938.00 for the project.

Costs consists of buying out a portion (up to 100%) of faculty members’ time and expertise at MSU Extension Services, training/certification of agents to optimize program delivery, recruitment through community networks, technical assistance to each provider including educational materials to enhance the learning environment, etc.

Cost for staff assigned to this project is based on current salary amounts.

An indirect cost rate of 27.2%, applies, which is within MSU’s negotiated facilities and admin/indirect cost rate.

Travel costs will be set at federal and state mandated rates.



Robert G. Anderson
Executive Director

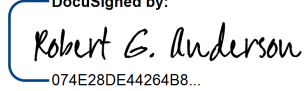
All other costs (i.e., commodities, equipment, etc.) are based on estimates of actual cost of items.

MSU Extension Services will provide MDHS progress reports monthly. MDHS and MSU Extension Services will collaborate on the programmatic reporting format.

I have determined these services appear to meet the State's requirements and the price appears to represent a fair market value based on the information provided above.

If additional information is needed, please contact Samuel Cole, Chief Procurement Officer, at (601) 359-4500 or Samuel.Cole@mdhs.ms.gov.

Sincerely,

DocuSigned by:

074E28DE44264B8...

Robert G. Anderson
Executive Director

RGA:sc

Exhibit A

Budget Narrative

Mississippi State University - Extension Service

03/07/2022 - 03/07/2025

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Estimated Meal Expenses	Est. No. Days	Estimated	Chargeable Amount
		Rate	

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1646000819A1

DATE:05/03/2017

ORGANIZATION:

FILING REF.: The preceding agreement was dated 04/07/2014

Mississippi State University
P.O. Box 5227
Mississippi State, MS 39762-5227

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: Facilities And Administrative Cost Rates

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PRED.	07/01/2017	06/30/2021	45.50	On-Campus	Organized Research
PRED.	07/01/2017	06/30/2021	26.00	Off-Campus	Organized Research
PRED.	07/01/2017	06/30/2021	50.00	On-Campus	Instruction
PRED.	07/01/2017	06/30/2021	26.00	Off-Campus	Instruction
PRED.	07/01/2017	06/30/2021	27.20	On-Campus	Other Sponsored Activities
PRED.	07/01/2017	06/30/2021	22.80	Off-Campus	Other Sponsored Activities
PRED.	07/01/2017	06/30/2021	11.10	Off-Campus	IPA (A)
PROV.	07/01/2021	Until Amended			Use same rates and conditions as those cited for fiscal year ending June 30, 2021.

(A) Intergovernmental Personnel Act Agreement

ORGANIZATION: Mississippi State University

AGREEMENT DATE: 5/3/2017

*BASE

Modified total direct costs, consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

ORGANIZATION: Mississippi State University

AGREEMENT DATE: 5/3/2017

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

DEFINITION OF OFF-CAMPUS:

For all activities performed in facilities not owned by the institution and to which rent is directly allocated to the project(s) the off-campus rate will apply. Grants or contracts will not be subject to more than one F&A cost rate. If more than 50% of a project is performed off-campus, the off-campus rate will apply to the entire project.

DEFINITION OF EQUIPMENT:

Equipment means an article of nonexpendable tangible personal property having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit.

Fringe benefits include: FICA, Retirement, Life Insurance, Workers' Compensation, Unemployment Insurance and Health Insurance.

NEXT PROPOSAL DUE DATE:

A proposal based on actual costs for fiscal year ending 06/30/2020, will be due no later than 12/31/2020.

ORGANIZATION: Mississippi State University

AGREEMENT DATE: 5/3/2017

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

BY THE INSTITUTION:

ON BEHALF OF THE FEDERAL GOVERNMENT:

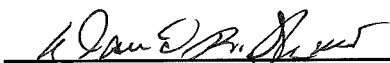
Mississippi State University

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(INSTITUTION)

(AGENCY)

Digitally signed by Darryl W. Mayes -S
DN: c=US, o=U.S. Government, ou=HHS, ou=PSC,
ou=People, 0.9.2342.19200300.100.1.1=2000131669,
cn=Darryl W. Mayes -S
Date: 2017.07.07 14:17:16 -0400'



Darryl W. Mayes -S

(SIGNATURE)

(SIGNATURE)

David R. Shaw

Darryl W. Mayes

(NAME)

(NAME)

Vice President for Research and
Economic Development

Deputy Director, Cost Allocation Services

(TITLE)

(TITLE)

7/11/2017

5/3/2017

(DATE)

(DATE) 4553

HHS REPRESENTATIVE: Steven Zuraf

Telephone: (301) 492-4855



P.O. Box 6044
56 Morgan Street
Mississippi State, MS 39762
P. 662.325.5839
F. 662.325.6718

September 24, 2021

Eric Wilder
Insurance and Risk Management Specialist
PO Box 6044
Mississippi State, MS 39762
662-325-6820

Mississippi Department of Human Services
Department of Procurement, Contracts Coordinator
200 South Lamar St.
Jackson, MS 39201

MDHS:

My name is Eric Wilder, Insurance and Risk Management Specialist here at Mississippi State University. I have been made aware that MSU is contracting to provide services to MDHS. This letter is in reference to your request for information regarding MSU's Worker's Compensation Insurance.

Mississippi State University, as a member of the Mississippi Institutions of Higher Learning, has been approved by the Mississippi Workers' Compensation Commission to act as a self-insurer and has been found to comply with the requirements of the Mississippi Workers' Compensation Law. However, MSU's Workers Compensation will only provide coverage to employees of the University. Students, interns, and other non-employees will receive no coverage under the current plan.

Please review the attached documentation and let us know if this will allow us to use your facility. Thank You and we look forward to hearing from you!

Sincerely,

Eric Wilder
Insurance and Risk Management Specialist
Mississippi State University

MISSISSIPPI WORKERS' COMPENSATION

NOTICE OF COVERAGE

- I. Please take notice that your Employer is in compliance with the requirements of the Mississippi Workers' Compensation Law, and the Institutions of Higher Learning has been approved by the Mississippi Workers' Compensation Commission to act as a self-insurer:

Board of Trustees of State Institutions of Higher Learning
3825 Ridgewood Road
Jackson, MS 39211
(601) 432-6134

- II. Individual workers' compensation claims will be submitted and processed by:

AmFed Companies, LLC
P.O. Box 1380
Ridgeland, MS 39157
1-800-264-8085

- III. This workers' compensation coverage is effective for the following period:

7/1/2021 to 6/30/2022

- IV. All job related injuries or illnesses should be reported as soon as possible to your immediate supervisor, or to the person listed below:

Leslie Corey, Chief Human Resources Officer
Human Resource Management
Mississippi State University
150 McArthur Hall
P.O. Box 9603
Mississippi State, MS 39762

- V. Please be advised that any person who willfully makes any false or misleading statement or representation for the purpose of obtaining or wrongfully withholding any benefit or payment under the Mississippi Workers' Compensation Laws may be charged with violation of Miss. Code Ann. §71-3-69 (Rev. 2000) and upon conviction be subjected to the penalties therein provided.