

**MINUTES OF
MISSISSIPPI TORT CLAIMS BOARD
THURSDAY, MARCH 10, 2022**

The Mississippi Tort Claims Board (Board) meeting was held at 1:30 p.m. in Room 138, Woolfolk State Office Building; 501 North West Street; Jackson, Mississippi.

The following members were present, constituting a quorum:

Buffington, Phillip; Chairman
Chaney, Mike; Commissioner, MS Insurance Department
McRae, David; Treasurer, MS State Treasury
Smith, Denita; Representing Department of Public Safety Commissioner Sean Tindell
Turner, Kim; Representing MS Attorney General Lynn Fitch
Welch, Liz; Executive Director, MS Department of Finance & Administration

Also present were:

Bolin, Liz; Attorney General's Office
Buford, David; Institution of Higher Learning
Denne, Rod; Institution of Higher Learning
Donaldson, Bruce; Tort Claims Board
Henderson, Tom; Tort Claims Board
Kelly, Trina; Tort Claims Board
Kelsey, Christina; MS Insurance Department
Lanford, Mike; Department of Finance & Administration
Logan, Jim; Tort Claims Board
Milner, Steve; Tort Claims Board
Price, Kristy; Cannon Cochran Management Services Inc.
Rayburn, Amanda; Tort Claims Board
Smith, Dan; Attorney General's Office
Wilson, Jeff; Trinity Capital

The Chairman called the meeting to order.

Motion was made by Mr. McRae to approve the minutes of the January 13, 2022 meeting. Mr. Chaney seconded the motion, which passed unanimously.

In Old Business, Mr. Donaldson informed the Board that as of February 28, 2022 we had two Tort Claims bills remaining active. House Bill 172 and Senate Bill 2624 both died in the Mississippi Legislature 2022 Regular Session. Mr. Donaldson said we still have the Tort Claims Board Budget part of the DFA appropriations which is progressing forward. So far they have cut our budget request by approximately \$13,000.

In New Business, Mr. Donaldson informed the Board of the two contracts that are coming up for renewal soon. The first one is with Chris Burkhalter our actuarial contract. The DFA Office of Procurement and Contracts has completed the contract draft you have as to form, for the Tort Claims Board approval today. We are currently in our final year with our current contract with the Burkhalter Group for actuarial services to the Board that will be expiring on June 30, 2022. The Burkhalter Group is a local Mississippi company providing excellent service to the Board for many years. The Board will find in your folders a draft proposal for renewal, agreed upon by the Burkhalter Group. This is a four year contract with a one year option. Under item three, the Burkhalter Group has agreed to provide services for the first year July 1, 2022-2023 in the sum of \$12,500, and 2023-2024 for \$13,000 and 2024-2025 for \$13,500 and 2025-2026 \$13,500 and 2026-2027 for \$13,500. Any other work not covered under the contract, but requested by the Board will be billed at \$250 per hour. The staff recommends that the Board approve this draft as to form providing in the motion such a way as to allow the DFA Office of Procurement and Contracts the necessity to make minor edits. Mr. Chaney made a motion to accept this contract and Mr. McRae seconded. The motion passed unanimously.

Mr. Donaldson presented the second item DFA Office of Procurement and Contracts completed this draft contract as to form submitting to the Board for approval. This is our CCMSI TPA contract. Effective September 30, 2022, our current four year contract with our TPA will be expiring so under the provisions of the current contract, the Board may elect to extend the current contract for one additional year under the same terms and conditions. In your folder, you will find AMENDMENT NUMBER ONE personal service contract completed by the DFA Office of Procurement and Contracts allowing to extend the contract October 1, 2022 through September 30, 2023. The staff recommends that Board authorize this AMENDMENT NUMBER ONE exercising the option of one year renewal with CCMSI, with a motion in such a way to allow the DFA Office of Procurement and Contracts the necessity minor edits as required. Ms. Turner made a motion to authorize it and Mrs. Welch seconded. The motion passed unanimously.

Mr. Logan presented the financial report. Page one is cash flow analysis since February. The assessments received is the total assessments that we bill out this year so we are paid in full. The total funds we have right now is just under \$20 million, reserves at the end of February at \$7.6 million which leaves unencumbered funds available \$12.2 million. Claims payment paid to date \$688,000 and legal expenses \$323,000. Page two is the budget comparison report shows how our payments are and what was allotted for the year. Everything is going fine in the categories, the bottom line total expended so far is 27.62% of the total allotment. Ms. Turner made a motion to approve and Mrs. Welch seconded. The motion passed unanimously.

Mr. Wilson presented the executive summary of the portfolio to the Board. He said the market value portfolio has now dropped below the cost value, but that drop in market value has been mitigated by two factors. One is the floating rate securities which we continue to own which is right now under 40% of the portfolio and we talked about the TIPS bond. That also helped mitigate that loss. We did sell the TIPS, didn't get the high, we missed it by a day, but close to a home run for treasury trade that earned us almost double amount. Going forward, you can anticipate the rates will continue to climb slowly probably into the early part of the summer

at which time inflation will begin to cool. It's our opinion you will see a dampening of the economy, sales numbers will began to slow down dramatically without having any stimulus payments to spend and zero wage growth. We will be watching closely to avoid recession with the FED. The FED did a poor job managing the interest rate environment as rates fell. We anticipate them doing just as poorly coming back up they are going to overact. Take as much as possible like a 50 basis point hike this month or maybe even a 1 point hike they don't listen to money matters. So the other quarters probably seven or eight 25 basis points move to get to 2%. It will probably choke off the economy to some degree. We anticipate rates will then flatten out and began to drop. We are going to use the floating rate money and the short term money to extend that. Mr. McRae made the motion to accept and Mr. Chaney seconded. The motion passed unanimously.

Mr. Milner provided the members a report of his Loss Control activities since our last meeting. He informed the Board that he is working close with the new state troopers to get them off to a new start because they have a unique level of liability. The ten ride-a-longs since the last meeting included two districts: Troop G, Troop D and working next week with Troop H.

Mr. Donaldson presented three attorneys to be added to the approved attorney register. They all meet the eligibility requirements of the Board and staff recommends approval. Attorney Jason Dare at Biggs, Pettis, Ingram & Solop, PLLC; Attorney S. Ray Hill, III at Clayton O'Donnell, PLLC and Honorable Mallory Street at Wise Carter. Mr. Chaney motion to table all three of the requests and Mrs. Welch seconded. Chairman asked if there was any discussion. The motion passed unanimously.

Mr. Donaldson presented a list of 26 political subdivisions with the recommendation of the Board approval for renewal of Certificates of Coverage. We have reviewed their submission and they are all in compliance with the statute requirements. Mr. McRae made a motion to approve and Mrs. Welch seconded. The motion passed unanimously.

Mrs. Rayburn presented a case with the Mississippi Department of Public Safety concerning the Mississippi Bureau of Fleet Management Vehicle Use Policy. The Board came to a conclusion that the employee personal vehicle insurance coverage would follow the driver.

There being no further business to come before the Board, the Chairman asked for a Board member to motion the meeting be adjourn. Mr. Chaney made the motion and Mrs. Welch seconded the motion, which passed by unanimous vote. The meeting was adjourned.



PHILLIP BUFFINGTON, CHAIRMAN



MIKE CHANEY, BOARD MEMBER

Lynn Fitch by Kevin

LYNN FITCH, BOARD MEMBER

DAVID MCRAE, BOARD MEMBER

Sean Tindell by Austin S. Griffin

SEAN TINDELL, BOARD MEMBER

Liz Welch

LIZ WELCH, BOARD MEMBER

CHRIS WELLS, BOARD MEMBER

Mississippi Tort Claims Board
March 10, 2022 - 1:30pm
Conference Center North, Room 138
First Floor, Woolfolk Building
Jackson, Mississippi

ATTENDANCE LIST

<u>NAME</u>	<u>DEPARTMENT/COMPANY</u>
Bruce Donaldson	TEB
Trina Kelly	TCB
Jim Logan	TCB
Steve Milner	TCB
- Amanda Rayburn	TCB
- Tom Henderson	TCB
- Mike Chaney	Insurance
- Kim Turner	AG
Dan Smith	AG
Jeff Wilson	Trinity Capital
- Kristy Price	CCMST
- Denita Smith	DPS
- Christina Kelsey	Insurance
David Buford	IHL
Rod Deane	IHL
Liz Bolin	DFA/AG
- Liz Welch	DFA
Mike Landford	DFA/AG
- Phillip Buffington	Chairman
- David McKrae	Treasurer

Mississippi Tort Claims Board
Thursday, March 10, 2022 – 1:30 P.M.

AGENDA

- I. Approval of Minutes
 - A. January 13, 2022

- II. Old Business
 - A. Tort Claims Act Legislation Status

- III. New Business
 - A. Actuary Contract – The Burkhalter Group
 - B. CCMSI Contract Renewal – 1 Year

- IV. Financial Reports
 - A. Financial Report – Jim Logan
 - B. Investment Report – Jeff Wilson

- V. Loss Control – Steve Milner

- VI. Attorney General’s Report – Bruce Donaldson

- VII. Certificates of Coverage – Bruce Donaldson

- VIII. Claims Report – Amanda Rayburn
 - A. Mitchell Tatum vs. Department of Public Safety (MS Bureau of Fleet Management Vehicle Use Policy)

- IX. Adjournment

**MINUTES OF
MISSISSIPPI TORT CLAIMS BOARD
THURSDAY, JANUARY 13, 2022**

The Mississippi Tort Claims Board (Board) meeting was held at 1:30 p.m. in Room 138, Woolfolk State Office Building; 501 North West Street; Jackson, Mississippi.

The following members were present, constituting a quorum:

Buffington, Phillip; Chairman
Kelsey, Christina; Representing Commissioner Mike Chaney, MS Insurance Department
McRae, David; Treasurer, MS State Treasury
Tindell, Sean; Commissioner, MS Department of Public Safety
Turner, Kim; Representing Attorney General Lynn Fitch
Welch, Liz; Executive Director, MS Department of Finance & Administration

Also present were:

Burkhalter, Chris; The Burkhalter Group
Donaldson, Bruce; Tort Claims Board
Kelly, Trina; Tort Claims Board
Logan, Jim; Tort Claims Board
Milner, Steve; Tort Claims Board
Purdie, Alan; Defense Attorney
Rayburn, Amanda; Tort Claims Board
Smith, Dan; Attorney General's Office
Wells, Lisa; Cannon Cochran Management Services Inc.
Wilson, Jeff; Trinity Capital

Mr. Donaldson welcomed and presented to the Board our new appointed Chairman, Phillip Buffington. Also, Mr. Donaldson wanted to thank Mr. Steve Edds for his service as former Chairman along with the knowledge and great asset he was to the Board.

The Chairman called the meeting to order.

Motion was made by Mrs. Welch to approve the minutes of the November 10, 2021 meeting. Ms. Kelsey seconded the motion, which passed unanimously.

There was no Old Business.

In New Business, Mr. Donaldson gave a handout on the 2022 Legislative Summary concerning four House Bills. He provided the information and explained House Bill 9; House Bill 24; House Bill 172 and House Bill 229. The deadline for filing these Bills is January 17, 2022. The Chairman asked if there are any questions, and there were none.

Mr. Logan presented the financial report. Page one is cash flow of funds for November and December. The assessments received is \$3.8 million, overall assessment level of \$4.3 and we have about \$500,000 left to collect. We give agencies the option of paying half in the first allotment and half in the second. Out of those, we have nine partial payments that we still need to get the second allotment. The only agency that has not paid anything yet is Department of Wildlife, Fisheries and Parks, which is half of what the difference is on that. Mr. Logan said letters will be going out to remind them and we will get that caught up. The total expenses is \$1.6 million, total funds is just over \$20 million and it shows the breakdown between cash, treasury and investments and then what we have in the Trustmark accounts. If you take the \$20 million less reserves of \$8.3 million, leaves unencumbered funds available \$11.7 million. The bottom shows the breakdown of claims paid and reserves. The second page shows the budget comparison report of expenses. Overall expenditures for first half of the year are at 20%. Chairman asked if any questions, and there were none.

Mr. Wilson presented the executive summary of the portfolio to the Board. The portfolio at the end of December 2021 finally had a current yield of 80 basis points which is up from 60 in October. The second page shows how back in November we had some floating rate investments we used that were generating lower income than index. We used them to maintain the market value of our portfolio. About half of those came due and we reinvest that funds anywhere from one and a quarter to one and a half. We still have almost \$5 to \$5.5 million dollars in floating rate investments, about 40% of the portfolio. We have chosen not to liquidate those quite yet. We will wait and see how many times we see the Fed act in the next year. It is our belief that you will see two to three to four increases in short term interest rates and when those are finished we will take a position of liquidating some of the short term floaters. We have \$1.3 million in treasury and almost \$1 million of that is in TIPS funds. We bought TIPS this time last year which are the inflation sensitive bonds. Every time the government reports an uptick or a down tick in inflation the value of our bonds are increased or decreased. As we have anticipated we have seen an increase of about 7% in the value of our bonds just by holding them. We have seen an increase from 1.2 to 1.3 based on inflation. We will hold on to them through the summer and take another reading. Chairman asked if there were any questions, and there were none.

Mr. Milner provided the members a report of his Loss Control activities since our last meeting. He informed the Board that the Fairgrounds did submit a written corrected plan of action pursuant to our original request on November 10, 2021. Mr. Milner completed sixteen ride a longs with new state troopers. Troop C Jackson, Troop M Brookhaven, Troop J Hattiesburg then Troop H Meridian. Chairman asked if any questions, and there were none.

Mr. Donaldson presented two attorneys for inclusion in the approved Attorney Register. Attorney Davis House and Attorney Thomas Wright both at Anderson Crawley & Burke, PLLC of Ridgeland, Mississippi. They both meet the eligibility requirements of the Board and staff recommends approval. Mr. McRae made a motion to approve and Ms. Kelsey seconded. The motion passed unanimously.

Mr. Donaldson presented a list of 34 political subdivisions with the recommendation of the Board approval for renewal of Certificates of Coverage. We have reviewed their submission and they are all in compliance with the statute requirements. Ms. Kelsey made a motion to approve and Mrs. Welch seconded. The motion passed unanimously.

Mrs. Rayburn presented a case with the Mississippi Department of Transportation and Timothy Mixon that occurred in 2009. Settlement has been agreed upon by plaintiff and Tort Claims Board staff following mediation subject to Tort Claims Board authority. Mr. Tindell made a motion to approve the settlement and Ms. Turner seconded. The motion passed unanimously.

The Chairman asked for a motion to go into executive session. Mrs. Welch made a motion and Mr. McRae seconded. The motion passed unanimously. The Chairman then asked for a Board member to motion an executive session for the purpose of discussing litigation. Mrs. Welch made the motion and Ms. Turner seconded. The motion passed unanimously.

After the discussion involving the litigation for the City of Jackson water contamination, the Chairman asked for a motion to come out of executive session. Mrs. Welch made the motion and Ms. Kelsey seconded. The motion passed unanimously. The Chairman asked a Board member for the announcement and Mrs. Welch made the announcement that the meeting is re-opened.

There being no further business to come before the Board, the Chairman asked for a Board member to motion the meeting be adjourn. Mrs. Welch made the motion and Ms. Kelsey seconded the motion, which passed by unanimous vote. The meeting was adjourned.



PHILLIP BUFFINGTON, CHAIRMAN



MIKE CHANEY, BOARD MEMBER



LYNN FITCH, BOARD MEMBER



DAVID MCRAE, BOARD MEMBER

Deetta J. Griffin for Sean Tindell
SEAN TINDELL, BOARD MEMBER

Liz Welch
LIZ WELCH, BOARD MEMBER

CHRIS WELLS, BOARD MEMBER



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

ACTUARIAL AND CONSULTING SERVICES CONTRACT

This Personal Service Contract (“Contract”) is made by and between the Mississippi Tort Claims Board (“Board”), acting administratively through the Department of Finance and Administration, a state agency, (the “DFA” or “Agency”) whose address is 501 North West Street, Suite 1301 Woolfolk Building, Jackson, Mississippi 39201 and The Burkhalter Group (the “Contractor”) who address is P O Box 1546; Madison, Mississippi 39130 on the _____ day of month, year, under the following terms and conditions:

1. **Scope of Services**

The Contractor will provide consulting and actuarial services, including but not limited to:

- Conducting an annual actuarial survey of state agency assessment requirements for financing the Mississippi Tort Claims Fund, including required minimum reserve schedules;
- Assisting the Board in preparing Requests for Proposals (RFP) for a third-party claims administration contract and other necessary contracts;
- Presenting testimony to the Mississippi State Legislature and Board as needed; and,
- Providing such other services as may be required by the Board, providing that the Contractor has the technical capability to render such service.

2. **Contract Term**

- A. The effective date of this Contract will be July 1, 2022. This Contract’s term will be for four (4) years with one (1) optional one-year renewal to be exercised in the discretion of the Board.
- B. All records and information provided by Board to the Contractor are the sole property of the Board and shall be returned to the Board within thirty (30) days of the termination date of this Contract.
- C. Upon termination of this Contract, the Contractor shall cooperate with the Board and the new Contractor during the transition of the Board’s business to the new Contractor. Upon request from the Board, the Contractor shall provide to the new Contractor and/or Board all Board information maintained by the Contractor in a time frame specified by the Board.

3. **Consideration**

The Board agrees to compensate the Contractor for services approved by the Board and performed by the Contractor under the terms of this Contract on the following schedule:

For the period July 1, 2022 – June 30, 2023 - \$12,500

For the period July 1, 2023 – June 30, 2024 - \$13,000

For the period July 1, 2024 – June 30, 2025 - \$13,500

For the period July 1, 2025 – June 30, 2026 - \$13,500

For the period July 1, 2026 – June 30, 2027 - \$13,500 (optional renewal year)

Any services not covered by this Contract but requested by the Board shall be billed at \$250 per hour. Travel expenses outside the Jackson, Mississippi area will be in addition to any of the above rates and shall require prior approval from the Board.

4. Availability of Funds

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

5. E-Payment

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DFA 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 agency within forty-five (45) days of receipt of the invoice. Miss. Code Ann. § 31-7-301, *et seq.*

6. 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 the Contractor's choice. The State, may at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation at any time during the term of this Contract. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7. 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 said State. The Contractor shall comply with applicable federal, state, and local laws and regulations.

8. Compliance with Laws

Contractor understands that DFA 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 Contract 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 Contract 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.

9. Anti-Assignment/Subcontracting

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

10. Transparency

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 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.

11. 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. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the

State and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on DFA. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of DFA and DFA shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. DFA shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, DFA shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

12. 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. Miss. Code Ann. § 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 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 Contract may subject the Contractor to the following:

- (1) 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;
- (2) 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,
- (3) Both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to the Contract cancellation or loss of license or permit to do business in the State.

13. Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (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 Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of

any kind; and, (d) notwithstanding any other provision of this Contract 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 Contract.

14. Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid, proposal or qualifications.

15. Representation Regarding Gratuities

The Bidder, Offeror, or 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 Miss. Code Ann. § 25-4-105.

16. Termination for Convenience

(4) *Termination.* The Agency Head or designee may, when the interests of DFA so require, terminate this Contract in whole or in part, for the convenience of DFA. The Agency Head or designee shall give written notification of the termination to the Contractor specifying the part of the Contract terminated and when the termination becomes effective.

(5) *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 Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to DFA. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. Termination for Default

(1) *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 Agency Head 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 Agency Head 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head 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.

- (2) *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.
- (3) *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 Agency Head 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.
- (4) *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 Agency Head or designee within fifteen (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 Agency Head 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". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- (5) *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 (d) (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.
- (6) *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.

18. Termination Upon Bankruptcy

This Contract may be terminated in whole or in part by DFA 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.

19. Stop Work Order

- (1) *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 ninety (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 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:
 - (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.
- (2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the 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:
 - (a) 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,
 - (b) Contractor asserts a claim for such an adjustment within thirty (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.
- (3) *Termination of Stopped Work.* If a stop work order is not cancelled 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.

- (4) *Adjustments 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.

20. Price Adjustment

- (1) *Price Adjustment Methods.* Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
- a. by agreement on a fixed price adjustment before commencement of the additional performance;
 - b. by unit prices specified in the contract;
 - c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - d. by a price escalation clause.

(2) *Submission of Cost or Pricing Data.* The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

21. Ownership of Documents and Work Papers

DFA 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 Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to DFA upon termination or completion of the Contract. 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 DFA and subject to any copyright protections.

22. 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.

23. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Contract . In the State's sole discretion upon approval of the

Mississippi Attorney General, 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 Office of the Mississippi Attorney General. 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. Contractor shall not settle any claim, suit, etc., without concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

24. Change in Scope of Work

DFA 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 project or 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 DFA and the 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 the Contractor, the Contractor must immediately notify DFA in writing of this belief. If DFA believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Contract.

25. Severability

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

26. Notices

All notices required or permitted to be given under this Contract 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 Contractor:
Christopher J. Burkhalter
The Burkhalter Group
P O Box 1546
Madison, Mississippi 39130-1546

For Board/DFA:
Saranne Smith
Office of Procurement and Contracts
501 North West Street
Jackson, Mississippi 39201

Witness our signatures, on this the ____ day of Month, Year.

The Burkhalter Group

Mississippi Department of Finance and
Administration

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH
EXECUTIVE DIRECTOR

AMENDMENT NUMBER ONE
PERSONAL SERVICE CONTRACT

WHEREAS, the Personal Service Contract made by and between the Mississippi Tort Claims Board ("Board"), acting administratively through the Department of Finance and Administration ("DFA" or "Agency"), and Cannon Cochran Management Services Inc. (CCMSI) (Contractor) entered into a Personal Service Contract (Contract or Agreement) on the 1st day of October 2018; and

WHEREAS, the term of this Contract is for four (4) years with an option to renew for one (1) additional year, and is set to expire September 30, 2022 and new or replacement contracts have not been entered into; and

WHEREAS, in accordance with Item 2, **Contract Term**, of the Contract, the parties are desirous of and in agreement to exercise the optional one-year renewal allowed by the contract to extend the term of the Contract through September 30, 2023 under the same terms, conditions, and guaranteed fees found in the original Contract; and

WHEREAS, the Public Procurement Review Board Office of Personal Service Contract Review (OPSCR) has promulgated certain new and/or revised required contractual terms and conditions that became effective after the Contract was originally executed, and the Contractor and the DFA desire to amend the Contract to comply with applicable requirements as follows:

- Delete Item 4. **E-Payment** in its entirety and replace with the following:

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

- Delete Item 5. **Paymode** in its entirety and replace with the following:

5. 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.

- Delete Item 8. **Applicable Law** in its entirety and replace with the following:

8. 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.

- Delete Item 10. **Compliance with Laws** in its entirety and replace with the following:

10. Compliance with Laws: Contractor understands that the [State] 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.

- Delete Item 11. **Transparency** in its entirety and replace with the following:

11. 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 Mississippi 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 Contractor 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.

- Delete Item 12. **E-Verification** in its entirety and replace with the following:

12. 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:

- (1) 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;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) 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.

- Delete Item 16. **Representation Regarding Contingent Fees** in its entirety and replace with the following:

16. 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 bid or proposal.

- Delete Item 18. **Termination for Convenience** in its entirety and replace with the following:

18. Termination for Convenience:

- (1) *Termination.* The Agency Head 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 Agency Head or designee shall give written notice of the termination to

Contractor specifying the part of the Contract terminated and when termination becomes effective.

(2) *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 Agency Head 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.

- Delete Item 19. **Termination for Default** in its entirety and replace with the following:

19. Termination for Default

- (1) *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 Agency Head 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 Agency Head 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head 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.
- (2) *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.
- (3) *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 Agency Head 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.
- (4) *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 Agency Head 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 Agency Head 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).

- (5) *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 a termination for convenience.
- (6) *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.

- Delete Subsection (4) *Adjustments of Price* from Item 20. **Stop Work Order.**

- Delete Item 23. **Indemnification** in its entirety and replace with the following:

23. **Indemnification:** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or

subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. 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. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

- Delete Item **25. Notices** in its entirety and replace with the following:

25. Notices: All notices required or permitted to be given under this Contract 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.

If to the Contractor:

Jerry R. Armatis
Executive Vice President
CCMSI
P O Box 7457
Metairie, Louisiana 70009-7457

If to DFA:

Saranne Smith
Director, Procurement and Contracts
501 North West Street
Suite 1301A Woolfolk Building
Jackson, Mississippi 39201

- Delete Item **33. Termination Upon Bankruptcy** in its entirety and replace with the following:

33. Termination upon Bankruptcy: This Contract may be terminated in whole or in part by DFA upon written notice to Advisor, if Advisor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Advisor of an assignment for the benefit of its creditors. In the event of such termination, Advisor 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.

AND WHEREAS, the parties now desire the Contract to consist of this Amendment Number One, and the original Contract including all Exhibits. Any ambiguities, conflicts, or

questions of the interpretation of this Contract shall be resolved by first reference to this Amendment Number One, and if still unresolved, by reference to the Contract.

NOW THEREFORE, the DFA and the Contractor covenant and agree, each to the other that the Contract shall be and hereby is amended as set forth hereinabove as though originally contained therein.

EXCEPT as specifically stated herein, all other terms and conditions of the Contract shall remain in full force and effect as originally stated, and this Amendment Number One is hereby made a part of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number One to be executed on the date shown below:

Cannon Cochran Management
Services, Inc.

Mississippi Department of Finance and
Administration

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

MISSISSIPPI TORT CLAIMS BOARD
Combined Financial Report - Fiscal Year 2022
Fund 3308100000

-----CASH FLOW ANALYSIS-----

	January	February	Year-To-Date
REVENUE:			
Assessments Received	258,113.65	177,381.90	4,283,318.80
Interest	2,102.29	3,108.32	15,326.97
Investment Interest	2,101.23	8,633.12	43,251.20
Sale of Scrap	0.00	1,508.00	1,508.00
Refund of Prior Year Disbursement	0.00	132.80	132.80
Transfer In Funds	250,000.00	0.00	750,000.00
Total Revenue	\$ 512,317.17	\$ 190,764.14	\$ 5,093,537.77
EXPENSES:			
Claim Losses - TCB and TPA	187,465.22	72,740.25	688,463.29
Legal Expenses - TCB and TPA	79,218.77	13,390.33	323,731.26
Other Expenses - TCB and TPA	813.00	932.25	5,297.55
Administrative Expenses Paid	119,426.96	55,965.62	628,660.77
Transfer of Funds - Out	250,000.00	0.00	750,000.00
Total Expenses	\$ 636,923.95	\$ 143,028.45	\$ 2,396,152.87
FUNDS ON HAND:			
Beginning Balance	\$ 20,011,464.43	\$ 19,886,857.65	
Revenue	512,317.17	190,764.14	
Expenses	(636,923.95)	(143,028.45)	
Adjustments (LAPSE PERIOD)	0.00	0.00	
Total Funds	\$ 19,886,857.65	\$ 19,934,593.34	
Cash in Treasury	\$ 6,738,190.31	\$ 6,843,943.03	
Investment in Treasury	\$ 12,826,767.76	\$ 12,835,400.88	
TPA Trustmark Bank Balance	321,899.58	255,249.43	
Total Funds By Account	\$ 19,886,857.65	\$ 19,934,593.34	
Less Reserves	\$ 7,653,511.48	\$ 7,693,088.25	
Unencumbered Funds Available	\$ 12,233,346.17	\$ 12,241,505.09	

-----CLAIMS/RESERVES DETAIL (Year-To-Date)-----

	Tort Board	Mgt. Services	TOTAL
Claims - Payments	\$ 111,083.82	\$ 577,379.47	\$ 688,463.29
Claims - Legal Expenses	321,436.23	2,295.03	323,731.26
Claims - Other Expenses	210.00	5,087.55	5,297.55
Total Paid Out to Date	\$ 432,730.05	\$ 584,762.05	\$ 1,017,492.10
OUTSTANDING RESERVES	603,132.05	7,089,956.20	7,693,088.25
Total Claims & Reserves	\$ 1,035,862.10	\$ 7,674,718.25	8,710,580.35
Number of Claims Created	491	207	698
Number of Claims Paid	188	85	273
Total Open Claims	966	301	1,267
AVG. CLAIM \$ / # CLAIMS PAID	\$590.87	\$6,792.70	\$ 2,521.84
AVG. RESERVE / OPEN CLAIMS	\$624.36	\$23,554.67	\$ 6,071.89

NOTE: Information represents combined operations for Treasury Fund 3081 and the Trustmark account (utilized by CCMSI).

MISSISSIPPI TORT CLAIMS BOARD

Budget Comparison Report

Treasury Fund 3308100000

Fiscal Year 2022

Expenses:	Total Budget	January 2022	February 2022	Year To Date Expenditures	Ending Balance	Percent Expended
A1-Salaries	\$ 611,647.00	\$ 49,789.92	\$ 49,790.01	\$ 393,344.96	\$ 218,302.04	64.31%
A2-Travel	4,000.00	0.00	0.00	2,009.93	1,990.07	50.25%
B-Contractual	1,634,410.00	148,151.08	18,979.67	551,338.99	1,083,071.01	33.73%
C-Commodities	7,000.00	647.74	582.12	3,577.42	3,422.58	51.11%
D2-Capital Outlay	2,000.00	0.00	0.00	0.00	2,000.00	0.00%
E-Subsidies	4,300,000.00	258,656.65	7,017.91	861,083.82	3,438,916.18	20.03%
SUBTOTAL	<u>\$ 6,559,057.00</u>	<u>\$ 457,245.39</u>	<u>\$ 76,369.71</u>	<u>\$ 1,811,355.12</u>	<u>\$ 4,747,701.88</u>	<u>27.62%</u>
TPA Expended		<u>179,678.56</u>	<u>66,658.74</u>	<u>584,797.75</u>		
TOTAL Expended		<u>\$ 636,923.95</u>	<u>\$ 143,028.45</u>	<u>\$ 2,396,152.87</u>		

TRINITY

TRINITY CAPITAL INVESTORS

March 1, 2022

Mr. Bruce Donaldson
Mississippi Tort Claims Board
P O Box 267
Jackson, MS 39205-0267

Re: February 2022 Portfolio Highlights

Total Portfolio	Book Value	\$12,866,201
	Market Value	\$12,685,012
FY 2022 Internal Rate of Return		0.49%
Current Portfolio Book Yield		0.69%
Market Yield		0.89%
Weighted Average Life		Approximately 3 years
FY 2022 Earnings		43,251
Accrued Interest		18,026

1675 Lakeland Drive Suite 400 Jackson, MS 39216
Telephone 601-956-3511
Fax 601-956-3513

Security Inventory
 Booking Report
 February 2022
MISSISSIPPI TORT CLAIMS FUND

Security Group	Type	Par Value	Book Value/ Cost
AGEN	FFCB	4,800,000	4,801,448.15
	FHLB	4,369,616	4,368,740.38
CMO	GNMA		1,302,219.95
	FHR		89,777.44
	FNR		764,323.43
US TREAS			1,348,633.58
INTEREST			8,633.12
CASH			191,058.35
			12,866,201.28



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

MISSISSIPPI TORT CLAIMS BOARD
C. PHILLIP BUFFINGTON, CHAIRMAN

MIKE CHANEY, Commissioner
Insurance Department
LYNN FITCH, Attorney General
Office of Attorney General
DAVID McRAE, Treasurer
Department of Treasury

SEAN TINDELL, Commissioner
Department of Public Safety
LIZ WELCH, Executive Director
Department of Finance and Administration
CHRIS WELLS, Executive Director
Department of Environmental Quality

MEMORANDUM

TO: Mississippi Tort Claims Board
FROM: Steve Milner
DATE: March 10, 2022
RE: Loss Control Report

Since the last Board Meeting, loss control services for the Tort Claims Board include:

- 10 Ride A Longs (New State Troopers)
- 19 State Property/Leased Property Inspections
- 3 Defensive Driving Classes
- 2 Risk Management Consultations
- 4 State Trooper Injury Investigation
- 3 Accident Investigations



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

MISSISSIPPI TORT CLAIMS BOARD
C. PHILLIP BUFFINGTON, CHAIRMAN

MIKE CHANEY, Commissioner
Insurance Department
LYNN FITCH, Attorney General
Office of Attorney General
DAVID McRAE, Treasurer
Department of Treasury

SEAN TINDELL, Commissioner
Department of Public Safety
LIZ WELCH, Executive Director
Department of Finance and Administration
CHRIS WELLS, Executive Director
Department of Environmental Quality

MEMORANDUM

TO: Mississippi Tort Claims Board
FROM: Bruce Donaldson
DATE: March 10, 2022
RE: Political Subdivisions – Certificates of Coverage

RECOMMENDATION: Staff recommends approval of 26 political subdivisions shown on attached list.

MISSISSIPPI TORT CLAIMS BOARD

Thursday, March 10, 2022

Political Subdivisions Recommended for Renewal of Certificate of Coverage

Bayside Fire District
Belden Volunteer Fire Department, Inc.
Field Health System
Hancock County Board of Supervisors
Indianola City Clerk
Jasper General Hospital
Lamar County Board of Supervisors (Volunteer Fire Departments)
Leake County Soil & Water Conservation District
Mississippi Gulf Coast Regional Convention & Visitors Bureau
Monroe County Soil & Water Conservation District
Neshoba County General Hospital and Nursing Home
Panola County Firefighters Association
Rankin County Fire Services
Sharkey County Board of Supervisors
Sharkey County Soil & Water Conservation District
Silver Creek Drainage District
Singing River Health System
South Madison County Fire Protection District
Southeast Mississippi Air Ambulance
Straight Bayou Drainage District
Tupelo City Clerk
Tuscumbia Water Management Drainage District
Valley View Volunteer Fire Department
Vicksburg Bridge Commission of Warren County
Walthall County Soil & Water Conservation District
West Hancock Fire Protection District

TOTAL 26