

MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING
Board Meeting
February 23, 2026
239 North Lamar Street, Jackson, MS 39201

1. **WELCOME AND CALL TO ORDER**

Leisa McElreath, Board Chairman, called the meeting to order at 9:01 a.m. All present recited the Pledge of Allegiance.

Catherine Bell provided a roll call with the following present:

Leisa McElreath, Board Chair
Wendi Hill, Vice Chair
James Cook, Secretary
Thomas Elkins

Todd Freeman
Aaron Washington
Dr. Mary G. Armstrong

A quorum was present for voting purposes.

Others present were:

Catherine Bell, Executive Director
Sara Hartzog, Special Assistant Attorney General/ Counsel for the Board

2. **AGENDA APPROVAL**

The agenda was amended as follows:

Item 14 Financial Report was moved to follow Item 7 – Executive Director’s Report.

Wendi Hill moved to accept the agenda as amended. Aaron Washington provided a second. The voice vote was unanimous. Motion carried.

3. **BOARD MINUTE APPROVAL**

Wendi Hill moved, seconded by, Aaron Washington, to dispense with the reading of the February 9, 2026, minutes. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Wendi Hill, to approve the minutes of the Board meetings held on February 9, 2026. The voice vote was unanimous. Motion carried.

4. **AGENDA REQUEST**

Shumphert Haralson, Hannah Bowen, Christen, Autman, Kayla Townsend, and Sarabeth Hall were not present at the meeting to address the Board.

The Board heard from Damonia Pegues. Wendi Hill moved, seconded by Thomas Elkins, to permit Damonia Pegues to re-test for the theory exam. The voice vote was unanimous. Motion carried.

5. **EXECUTIVE DIRECTOR’S REPORT**

Catherine Bell provided an update to the Board of the recent hearing on the newly hired MSBCB team members, SB2566, and HB 1907.

Wendi Hill moved, seconded by Thomas Elkins, to recommend that SB 2566 include the following change to Miss. Code Ann. § 73-7-23.

- (1) The board may, upon application, issue a license by reciprocity to any cosmetologist, barber, nail technician, esthetician, or master who demonstrates:

- a. He or she is properly licensed in good standing in another state or United States territory as a cosmetologist, barber, nail technician, esthetician, or master;
- b. The state or United States territory in which the applicant is licensed has similar education requirements to those educational requirements required by this chapter;
- c. He or she has satisfied all other licensure requirements required by this chapter, including passage of an examination similar to that required by the Board; and
- d. Payment of a reciprocity fee to the Board.

Such application must be accompanied by two (2) recent passport-style photographs of the applicant. Applicants shall pay the required license fee.

- (2) The board may, upon application, issue a license by reciprocity to any instructor who demonstrates:
 - a. He or she is properly licensed in good standing in another state or United States territory as an instructor;
 - b. The state or United States territory in which the applicant is licensed has similar education requirements to those educational requirements required by this chapter or has three (3) years or more of experience as a licensed instructor prior to application;
 - c. He or she has satisfied all other licensure requirements required by this chapter, including passage of an examination similar to that required by the Board; and
 - d. Payment of a reciprocity fee to the Board.

Such application must be accompanied by two (2) recent passport-style photographs of the applicant. Applicants shall pay the required license fee.

- (3) If an applicant has not completed an examination that is similar to that required by the Board, he or she shall be eligible for examination if the applicant satisfies all other requirements set forth in section 1 or section 2 above and submits an approved application and examination fee. Upon passage of the required examination, the appropriate license will be issued.
- (4) The issuance of a license by reciprocity to a military-trained applicant, military spouse or person who establishes residence in this state shall be subject to the provisions of Section 73-50-1 or 73-50-2, as applicable.

The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Thomas Elkins, to support changes to SB 2566 that clarified an instructor license is a license to teach any discipline for which the instructor licensee maintained a practitioner license or a master license and that an instructor license must be maintained separately from any practitioner or master license. The roll call vote was as follows:

Leisa McElreath – aye
 Wendi Hill – aye
 James Cook – abstain
 Thomas Elkins – aye
 Todd Freeman – aye
 Aaron Washington – aye
 Dr. Mary G. Armstrong – aye

Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, for all instructor license holders be permitted a six (6) month grace period to re-establish a practitioner license by completion of the form to be developed for this purpose. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Thomas Elkins, for the application/processing fee for the re-establishment of a practitioner license to be \$10.00. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Thomas Elkins, to recommend SB 2566 amend MISS. CODE ANN. § 73-7-23 with the following:

All schools of any profession regulated by the board or school owners shall have a school license and shall pay to the board the required license fee biennially therefore. A grace period of sixty (60) days will be given in which to renew the license, and upon the expiration of the grace period of sixty (60) days, any applicant for the renewal of a school license will be required to pay a delinquent fee in addition to the renewal fee. The board is authorized and empowered to promulgate necessary and reasonable rules and regulations for the issuance and renewal of school licenses; and for subparts 13 and 14 to be struck. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by James Cook, to recommend SB 2566 be amended to include a waiver of the requirement that a senior licensee and/or inactive licensee be required to complete the continued education course on domestic violence and the continued education course on human trafficking as added to MISS. CODE ANN. § 73-7-19. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Thomas Elkins, to recommend SB 2566 be amended to add the phrase "Temporary Assistance for Needy Families" after the phrase "Mississippi Division of Medicaid" in MISS. CODE ANN. § 73-7-29. The voice vote was unanimous. Motion carried.

Todd Freeman moved to enable the Executive Director to write a letter in opposition to HB 1696 and SB 2623 on behalf of the Board. James Cook provided the second. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Wendi Hill, to approve the proposal submitted by Checky Herrington for social media and media relations. The voice vote was unanimous. Motion carried.

6. FINANCIAL REPORT

Denise DeRossette presented the financial report.

Wendi Hill moved, seconded by Thomas Elkins, to approve the financial report pending audit. The voice vote was unanimous. Motion carried.

7. LICENSE/WORK PERMITS/APPROVAL LETTER REPORT

Catherine Bell provided an update of all applications made and licenses/work permits issued for the period of Marh 1, 2025 until February 19, 2026, for the professions of cosmetology, barbering, nail technology, and esthetics as well as establishments. Aaron Washington moved, seconded by Thomas Elkins, to approve all licenses/work permits as stated. The voice vote was unanimous. Motion carried. A copy of the accepted licenses is attached hereto as Exhibit A.

The Board reviewed the UROLA application of J. Catia. Applicant J. Catia holds a restricted barber license issued by Florida. The Board noted that the scope of practice for a Florida licensed restricted barber does not permit the license holder to practice chemical services.

However, a barber license issued by the Board permits the license holder to practice chemical services. Because the scope of practice differed, Thomas Elkins moved, seconded by Aaron Washington, to deny the UROLA application submitted by J. Catia. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Wendi Hill, to adopt the amended Fresh Start Policy. The voice vote was unanimous. Motion carried. A copy of the amended Fresh Start Policy is attached hereto as Exhibit B.

The Board reviewed the Fresh Start Application of M. A. L. Walton. Wendi Hill moved, seconded by Aaron Washington, that the felony convictions known by the Board and committed by M. A. L. Walton at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit M. A. L. Walton from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of L. Buckner. Wendi Hill moved, seconded by Aaron Washington, that the felony convictions known by the Board and committed by L. Buckner at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit L. Buckner from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of L. E. Sanford. James Cook moved, seconded by Todd Freeman, that the felony convictions known by the Board and committed by L. E. Sanford at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit L. E. Sanford from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of K. Shannon. James Cook moved, seconded by Thomas Elkins, that the felony convictions known by the Board and committed by K. Shannon at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit K. Shannon from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of A. Mooneyham. Aaron Washington moved, seconded by James Cook, that the felony convictions known by the Board and committed by A. Mooneyham at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit A. Mooneyham from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of Z. L. Hampton. Thomas Elkins moved, seconded by Aaron Washington, that the felony convictions known by the Board and committed by Z. L. Hampton at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit Z. L. Hampton from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of A. M. Palmer. Wendi Hill moved, seconded by Todd Freeman, that the felony convictions known by the Board and committed by A. M. Palmer at the time of the Board meeting have been considered by the Board under

the Fresh Start Act and do not prohibit A. M. Palmer from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of A. Cockrell. James Cook moved, seconded by Todd Freeman, that the felony convictions known by the Board and committed by A. Cockrell at the time of the Board meeting have been considered by the Board under the Fresh Start Act and the Board requested an informal conference with A. Cockrell. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of J. Townsend. James Cook moved, seconded by Wendi Hill, that the felony convictions known by the Board and committed by J. Townsend at the time of the Board meeting have been considered by the Board under the Fresh Start Act and the Board requested an informal conference with J. Townsend. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of S. R. Touchet. Aaron Washington moved, seconded by James Cook, that the felony convictions known by the Board and committed by S. R. Touchet at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit S. R. Touchet from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of J. Smith. Wendi Hill moved, seconded by James Cook, that the felony convictions known by the Board and committed by J. Smith at the time of the Board meeting have been considered by the Board under the Fresh Start Act and the Board requested an informal conference with J. Smith. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of W. M. Patterson. James Cook moved, seconded by Thomas Elkins, that the felony convictions known by the Board and committed by W. M. Patterson at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit W. M. Patterson from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of A. Tran. Wendi Hill moved, seconded by James Cook, that the felony convictions known by the Board and committed by A. Tran at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit A. Tran from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of S. L. Hart II. James Cook moved, seconded by Aaron Washington, that the felony convictions known by the Board and committed by S. L. Hart II at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit S. L. Hart II from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of T. Jenkins. Thomas Elkins moved, seconded by Wendi Hill, that the felony convictions known by the Board and committed by T. Jenkins at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit T. Jenkins from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of L. Shelton. Aaron Washington moved, seconded by James Cook, that the felony convictions known by the Board and committed by L. Shelton at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit L. Shelton from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of T. Stanton. Wendi Hill moved, seconded by Thomas Elkins, that the felony convictions known by the Board and committed by T. Stanton at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit T. Stanton from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of M.D.D. Cleveland, J. P. Emerson, W. Gideon, J. L. Jones, and J. J. Fraise. James Cook moved, seconded by Thomas Elkins, that the felony convictions known by the Board and committed by M.D.D. Cleveland, J. P. Emerson, W. Gideon, J. L. Jones, and J. J. Fraise at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit M.D.D. Cleveland, J. P. Emerson, W. Gideon, J. L. Jones, and J. J. Fraise from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of C. Parker. Wendi Hill moved, seconded by James Cook, that the felony convictions known by the Board and committed by C. Parker at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit C. Parker from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of C. L. Young. Thomas Elkins moved, seconded by Wendi Hill, that the felony convictions known by the Board and committed by C. L. Young at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit C. L. Young from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

The Board reviewed the Fresh Start Application of M. McIntosh. James Cook moved, seconded by Todd Freeman, that the felony convictions known by the Board and committed by M. McIntosh at the time of the Board meeting have been considered by the Board under the Fresh Start Act and do not prohibit M. McIntosh from obtaining a license issued by the Board once all education and testing have been completed. The voice vote was unanimous. Motion carried.

8. CONTINUING EDUCATION

Aaron Washington moved, seconded by Thomas Elkins, to repeal the February 24, 2025, approval of RocketCert, LLC for online continuing education of eight (8) hours for cosmetologists. The voice vote was unanimous. Motion carried.

Aaron Washington moved, seconded by Wendi Hill, to deny the following continuing education courses submitted by RocketCert, LLC: MS Barber, MS Esthetician/Nail Technician, MS Cosmetology Instructor Education (Methods of Teaching), MS Cosmetology (Industry), and MS Cosmetology (Health and Safety). The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Wendi Hill, to approve the Pivot Point as a continuing education provider in Mississippi. The voice vote was unanimous. Motion carried.

Aaron Washington moved, seconded by James Cook, to deny the following continuing education courses submitted by RaMona Callahan: Hair Structure, Teaching Color Strategies, Teaching Hair Cutting Strategies, and Finishing Techniques. The voice vote was unanimous. Motion carried.

9. TESTING

EXECUTIVE SESSION

Dr. Mary Gayle Armstrong moved to go into closed session to determine whether an Executive Session was needed. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Aaron Washington, that the Board had reason to go into Executive Session pursuant to MISS. CODE ANN. § 25-41-7, for the purposes of test development. The voice vote was unanimous. Motion carried.

Within Executive Session the following action was taken:

Thomas Elkins moved, seconded by James Cook, to approve the Universal (UROLA) Law and Sanitation Exam questions for the exams of cosmetology, barbering, esthetics, and nail technology as currently stated and translated until legislation changes. The voice vote was unanimous. Motion carried.

Dr. Mary Gayle Armstrong seconded by Aaron Washington, moved to exit Executive Session and return to Open Session. The voice vote was unanimous. Motion carried.

10. COMPLIANCE

Catherine Bell presented the compliance report for the sanitation inspections, school audits, and citations for violations issued from March 2025 until December 2025. Ms. Bell noted that sanitation inspections stopped on October 21, 2025.

The Board commended Northwest MS Community College, Delta Barber Academy, and East Central Community College for the perfect audits during FY25.

11. OLD BUSINESS

Aaron Washington moved, seconded by Wendi Hill, to adopt the final orders as prepared by the Hearing Officer for the cause numbers 2024-02-66427-1, 2024-08-18995-01, and 2024-07-42015-1. The voice vote was unanimous. Motion carried.

12. NEW BUSINESS

Thomas Elkins moved, seconded by Wendi Hill, to approve the Five Year Strategic Plan (FY27-FY31). The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, to approve the FY25 Annual Report to the Governor. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Thomas Elkins, to approve the Internal Control Policy and the FY25 Internal Control Reporting. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, to approve the Staffers Contract. The voice vote was unanimous. Motion carried. A copy of the contract is attached hereto as Exhibit C.

Thomas Elkins moved, seconded by Aaron Washington, to approve the Prometric Amendment #4. The voice vote was unanimous. Motion carried. A copy of Amendment #4 is attached hereto as Exhibit D.

Thomas Elkins moved, seconded by Aaron Washington, to approve the Contract for office space lease with DFA. The voice vote was unanimous. Motion carried. A copy of the contract is attached hereto as Exhibit E.

Wendi Hill moved, seconded by Todd Freeman, to approve the Contract for webhosting and service with USNext. The voice vote was unanimous. Motion carried. A copy of the contract is attached hereto as Exhibit F.

James Cook moved to place any discussion of online theory education and off campus practical education. Todd Freeman provided the second. The voice vote was unanimous. Motion carried.

Aaron Washington moved, seconded by Thomas Elkins, to approve Pivot Point and Milady as textbooks permissible for use in licensed schools. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by James Cook, to require licensed schools to submit a final report that includes at minimum the student enrollment date, student completion date, numerical grade earned/alphabetic grade earned with a key, hours earned, and the school seal/signature of the school official. The voice vote was unanimous. Motion carried.

James Cook moved to place any discussion of rules and regulations including establishments, schools, and a rubric for opening inspections. Thomas Elkins provided the second. The voice vote was unanimous. Motion carried.

13. EXPENSES

Wendi Hill moved, seconded by Thomas Elkins, to approve the expenses as follows:

- Pitney Bowes (March 19, 2025) - \$4,018.75
- MMRS (October 2024) - \$15,893.50
- MMRS (March 25, 2025) - \$15,893.50
- EDeposition (April 9, 2025)- \$18,398.58
- Cornerstone (April 24, 2025) - \$8,505.00
- Pitney (May 20, 2025) - \$4,018.75
- Badgepass (June 24, 2025) - \$4,023
- USNext (June 24, 2025) - \$5,946
- Datalynks (July 14, 2025) - \$9,750
- MIB (July 14, 2025) - \$12,797.58
- Pitney Bowes (June 2025) - \$18,000
- Cornerstone (August 15, 2025) - \$7,920
- MMRS (October 16, 2025) - \$11,604
- USNext (November 10, 2025) - \$3,071.25
- USNext (January 16, 2026) - \$4,047.50

The voice vote was unanimous. Motion carried.

14. UPCOMING MEETING DATES

The Board took notice of the upcoming Board meetings:

March 16, 2026, at 9:00 a.m. – virtual,

March 30, 2026, at 9:00 a.m. - in person at the Robert E. Lee Building,

April 13, 2026, at 9:00 a.m. – virtual, and
April 27, 2026, at 9:00 a.m. - in person at the Robert E. Lee Building,

15. ADJOURNMENT

Aaron Washington moved, seconded by Thomas Elkins, to adjourn at 5:40 p.m. The voice vote was unanimous. Motion carried.

APPROVED:


Leisa McElreath, Board Chairman

UROLA INITIAL LICENSES ISSUED	
First Name	Last Name
JAMELIA	LEVERSON
BETTY	FULLER
BRITNIE	SULLINS
KHANG	NGUYEN
ALEXA	LEWIS
ALEXA	LEWIS
HANG	VAN
HOANG	TRUONG
UYEN	HOANG
JAVONNEA	O'NEAL
BRANDON	HUYNH
TIEN	DAM
BRIA	ALSTON
CATHERINE	CACCAMO
NI	VAN
ELISE	TRUONG
NGOC	PHAM
DANG	HOANG
PEPPER	POE
PHONG	UNG
NHU	NGUYEN
NY	HUYNH
HONG	HUYNH
MICHAELA	CHRISTIAN
IVY	BROOKS
KAYLIE	HART
TIFFANY	NGUYEN
TIFFANY	NGUYEN
FELICIA	DYE
MINH	TRAN
JESSICA	GRABOWSKI
PAULA	RAGSDALE
TRANG	NGUYEN
MARIE	BROWN
JANEE	DANIEL
TAYLOR	WILLIAMS
AUSTIN	TRAT
MEAGAN	ADAMS

RAGAN	CAMPBELL
JAEDYN	WADE
HANH	NGUYEN
LAWANDA	TRIMBLE
PATTIE	NOBLITT
JADE	POPE
PHUONG	NGUYEN
LOI	NGUYEN
THUY	VU
KYLIE	HARKNESS
LILY-CATE	JONES
JUN	PHAN
YUGUI	ZHANG
HEATHER	HOLLIDAY
ERNESTO	BENITO
CAROLINE	KIESZ
NGOC	HUYNH
PHUONG	DOAN
VAN	BACH
DELIA	BARNETT
THUY	NGO
KHANH	NGUYEN
SHANNON	BOSS
RHONDA	BROWN
BRIAN	DANG
ASHLEY	HENDERSON
TRINITY	METHVIN
DUC	HUYNH
THI	NGUYEN
ASHLY	WILBER
TANERIA	BRADLEY
JOEY	DANG
TRANG	HO
THI	TRAN
QUOC	VU
KIM	DOAN
HIEU	NGUYEN
HIEU	NGUYEN
TISHA	WILLIAMS
TIFFANIE	NGIN
NGUYET	PHAM

JILL	JAMERSON
PORTIA	GONZALEZ
OANH	TRAN
THUY	LE
BRILEY	HOLCOMB
MEAGAN	HERNANDEZ-ROBERTS
MARIE	EVANS
LISA	DAVIS
ANNIE	NGUYEN
APRIL	CLARKE
CONG	NGUYEN
ZAU	SENG
SHELBY	PATRICK
DYAMOND	MARION
MICHAEL	WETZEL
MORGAN	BLACKWELL
TAWANNA	COLEMAN
NAAZIH	MITCHELL
ASHLEY	KANGETER
MORGAN	YOUNG
CARLIE	LINDLEY
HAI	PHAM
MY MY	TRAN
VIET	HO
KANEIDRA	GARRETT
EMILIA	MARTINEZ
GRACIE	JACKSON
LIFANG	HUANG
THI	TRAN
HOANG	TRUONG
MINH	TRAN
TIFFY	VU
QUYNH	NGUYEN
OLIVIA	FERGUSON
THI	PHAM
NAM	BUI
NAM	BUI
ISABELLA	QUINN WEAVER
JAMILETH	AVILA
DOMINIQUE	WILLIAMS
THI	VU

DIANE	RUST
TAYLOR	PRIEUR
THANH	PHAM
EMMA	RAMSEY
ANGELA	LITTLE
JASMINE	ELLISON
JACINTA	WILEY

PRACTITIONER INITIAL LICENSES ISSUED (STUDENTS)

First Name	Last Name
ABIGAYLE	SAWYER
AMIRACLE	THOMAS
ANGELA	ANGULO
HANNAH	KALDON
AALIYAH	STEVENS
ABBIGAIL	JOHNSON
ABBYGAIL	PHAM
ABIGAIL	LAWSON
ADISON	EVANS
ADREANNA	GAMMAGE
AKILAH	ERVING
ALAYSHIA	SPIVEY
ALEXANDRA	SNOWDY
ALEXANDRIA	TERRY
ALEXIS	PRIEST
ALEXIS	RILEY
ALEXIS	KING
ALEXIS	HILL
ALEXIS	MOYERS
ALEXUS	RICHARDSON
ALIA	MUHAMMAD
ALLISON	CORBETT
ALYSSA	LONG
AMAYA	DAVIS
AMBER	MARGETTA
ANA	KENDALL
ANALLARY	OLVERA
ANDRICO	BLACKMON
ANGELICA	DANIELS
ANGELINA	LOPEZ
ANNA	ROGERS
ANNA	AINSWORTH
ANNA	AUSTIN
ANNABELLE	PARRETT
ANTOINETTE	FULGHAM
APRIL	LANGLEY
ASTEN	VEASLEY
AVERY	HALL

AVONLEA	ESTES
AYDEN	DOHERTY
BAILEE	GIAMBALVO
BAILEY	YANCEY
BARBARA	TODD
BRANDI	COOPER
BRANDI	MOONEYHAM
BREANNA	GOFORTH
BREANNA	EDWARDS
BRIAN	BICKHAM
BRIANNA	THOMAS
BRIEANNA	BOURQUE
BRINSON	WARREN
BRITTANY	ALFORD
BRYAN	BARNES
CAITLYN	BODDY
CAMBRY	CLARKE
CAMERAN	LEFLORE
CAMREN	FORTNER
CAMRYN	BIRMINGHAM
CAMRYN	FORE
CAROLYN	WILSON
CARRI	PENNINGTON
CARSYN	UPTON
CASEY	MURRAY
CAYMAN	NORWOOD
CHARLEY	HART
CHASITY	RICHARDSON
CHELSEA	BROWN
CHENEYAH	WEBB SIMPSON
CHLOE	BELUE
CHRISTALIN	LACOUR
CHRISTINA	JIMENEZ
CLAUDIA	JOHNSON
COLLYN	SHIYOU
COURTNEY	DEARMAN
COURTNEY	BURTON
COURTNEY	RICHEY
CRYSTAL	MCCORMICK
DANA	PENA
DANESHA	HAYNES

DANIELLE	REVERE
DEJA	BOUDREAUX
DESIRAY	MATRANGA
DESTINEY	MILSAP
DESTINY	KNIGHTEN
DESTINY	HOLLOWAY
DEWAYNE	LACY
DIAMOND	WILLIAMS
DYAMON	SPRATT
EDNA	ADKINS
ELIZABETH	ROBERTS
EMILY	MAYFIELD
EMILY	MYERS
EMILY	BOYINGTON
EMILY	TRAN
EMMA	RICHARDSON
EMMA	FALVEY
EMMA	PITTMAN
ERICA	LEHMAN
ESTREYA	EVENES
GABRIELLE	POLK
GENESIS	DICKERSON
GIA	CUEVAS
GRACIE	BURKE
GRACIE	HOLCOMB
GRAHAM	BURKE
HAILEY	CARITHERS
HAILEY	RYALS
HAISTEN	CHANDLER
HALEY	OLDENBURG
HARL'E	KELLY
HARMONY	LINDSEY
HAYLEE	FERGUSON
HEIDI	JUAREZ
HEIDY	GARCIA
HILLARY	BLAKE
HOLLAN	MCKINNON
HOLLYN	HOUSTON
INDYA	HYDE
ISABELLA	MAGEE
IYSIS	OATIS

JACQUELINE	MADISON
JACQUELYNE	COWGILL
JADA	SMITH
JADA	WILLIAMS
JADYN	HILL
JALIAH	BROWN
JANIYAH	JOHNSON
JAYLA	GREEN
JENI	GARCIA
JHERRI	WARREN
JOYANN	MOOREHEAD
KAILEIGH	GARCIA
KAITLYN	WATSON
KAJIRA	MYERS
KANESHA	ORR
KARA	TILLMAN
KARLA	CUEVAS
KARLEE	RODRIGUEZ
KARLEY	BILLIOT
KARLIE	RAY
KATARINA	HANTEN
KATE	JOHNSON
KATELYN	HERRIN
KATHERINE	JONES
KATHRYN	MEINZINGER
KATHRYN	POLLOCK
KATIE	MIMS
KATIE	HAYNIE
KAYLEE	FOUNTAIN
KEANDRIA	OKEKE
KEIARA	DIXON
KEIRA	SHORT
KELEESA	HALL
KELLYE	ADDY
KELSEY	BINGHAM
KELSEY	SARRETT
KELSEY	SMITH
KENYA	NGUYEN
KENZIE	TURNER
KILEE	CAPPS
KIMBERLY	CARSON

KIMBERLY	NEAL
KIOSHA	ADDISON
KLOIE	JUMPER
KYLA	HUTSON
LACEY	HENRY
LADE	HUNTER
LA'DYNASTY	FORMAN
LANA	HOSLI
LASHAYZHA	THOMPSON
LATAZIAH	BROWN
LATIA	MILLER
LAUREN	BURKS
LAUREN	FLOYD
LAUREN	WHITE
LAUREN	BOXX
LAUREN	BARTA
LEAH	LARSEN
LESLIE	MUIRHEAD
LILLIAN	DODDS
LOGAN	SULLIVAN
L'OREAL	ALLEN
LUCINDA	ROBERTS
LUSI	COLTHARP
MACIE	EDWARDS
MADELINE	CARNATHAN
MADLYN	WILLIAMSON
MADISON	HALL
MADISON	MARTIN
MADISON	PARKS
MADISON	BUSH
MADISON	ARNOLD
MADISON	COLLINS
MAGGIE	JORDAN
MAGGIE	MOODY
MAKAYLA	PARISH
MAKAYLA	HUGHES
MALACHI	BARNES
MALLORY	LEDLOW
MARGARET	CULPEPPER
MARIA	BENITEZ
MARIAH	MCKINNEY

MARIAH	ALEXANDER
MARY	SULLIVAN
MAXIE	POSEY
MCKENZIE	ODOM
MEAGAN	KROGMAN
MEGHAN	COY
MOLENA	COPELAND
MOLLY	ANDERSON
MORGAN	TROSPER
MORGAN	ANDERSON
MYLIE	MAGEE
NAOMI	HUACAL
NATALEIGH	SANDIFER
NICOLE	DEATON
NIKKI	PARKER
NOVANA	MILTON
OLIVIA	HAMMER
PATIENCE	HOLMES
Q'MESHA	JONES
RACHEL	BULLARD
RACHEL	WOODS
RAGAN	HUCKABY
ROBIN	WILKIE
RYAN	NEAL
RYLIE	COLLINS
SABREYA	MCDONALD
SAIGE	MCINTOSH
SAMANTHA	FINNEY
SANTANA	LOCKRIDGE
SARAH	HICKMAN
SARAH	TEBO
SARIHA	TAYLOR
SAVANAH	FORTENBERRY
SAVANNAH	MORAN
SAWYER	EWING
SHAKIYA	YOUNG
SHAMEKA	WELLS
SHANNYN	PRICE
SHAQUASHIA	GRANT
SHARDE'	WASHINGTON
SHELBY	MCKISSACK

STARR	AMOS
STEELIE	PARKER
SYDNEY	HARRIS
SYDNEY	WEAVER
TABITHA	REAL
TARA	BUYATT
TARA	WILLIAMSON
TARRALYN	MOSES
TAYLOR	GARRISON
TAYLOR	SMITH
TAYLOR	CARLTON
TIFFANY	JONES
TONI	DOUGLAS
TRACY	FENTON
TRACY	TEDFORD
TRESSIE	BARNES
UNDINE	ROGERS
VALERIE	POUNDS
VICTORIA	BALIUS
WHITNEY	ROGERS
WILMARY	ACOSTA-SOTO
XOCHITL	FERNANDEZ
YASMEEN	GRIFFIN
ZOEY	BOYD

UROLA WORK PERMITS ISSUED

First Name	Last Name
ELLEN	JONES
JANICE	GRIFFIN
PHUONG	DANG
JULEIGH	SANFORD
LAVAUGHN	HOWARD
CRYSTAL	ROBINSON
BRITTANY	ROBINSON
COURTNEY	BLACKWELL
LATRECE	NICHOLS
RACHELLE	SMITH
TAMARA	RICHARDSON
TAYLOR	POINDEXTER
AUDREY	LEWIS
THUY	LUU
PHUONG	NGUYEN
ALEXA	LEWIS
KIM	HO
HUNG	LUU
SARAH	NETTLES
VAN	DAO
PAMELA	ECHOLS
TAYLA	BONICELLI
GIANG	NGO
SERENITY	DEJONGH
OLIVIA	FRYE
RONISHA	SHAW
VAN	PHAM
YEN	LAI
NGOC	PHAN
JAVONNEA	O'NEAL
THI	VAN
VAN	TRAN
NAM	DANG
TAT	DAO
HOANG	NGUYEN
NHUNG	PHAM
TRAN	PHAM
CHINH	PHAN

MINH	NGUYEN
ISABEL	DELGADO
THUAN	TRAN
MELANIE	GRIFFIN
THI	TRUONG
TEAGAN	YOUNG
JENNIFER	TOWNSEND
R'NEECIA	PURSLEY
GUIFEN	SHI
THI	TRUONG
TENINA	WELCH
THI	NGUYEN
THIEU	TRUONG
THI	TRAN
KAILEY	GRESHAM
NY	HUYNH
AVA	BILENKI
BRENDA	BONNABEL
TAYLOR	VENABLE
LAKEN	PEISNER
ALISON	GOLDING
SARAH	JENSEN
MIRANDA	ASIALA
JENNIFER	NEWTON
JIMMY	LE
TONYA	NGUYEN
BRITTANY	THREALKILL
NHUNG	TRAN
AMY	OSEJO
HUONG	MA
ANH	HOANG
SANG	LE
MICHELLE	PLEMONS
IVY	BROOKS
THANH	TRAN
KHOA	TRUONG
DONG	CAO
ELIZABETH	CAIN
JASMINE	MARTIN
THUY	BUI
LAN	NGUYEN

VINH	NGUYEN
NHAN	DUONG
YANIKA	SUTTON
NGOC	HO
ALISHA	CHEA
THI	NGO
NGAN	LE
LANG	PHAM
TAMARA	JOHNSON
LANH	TRUONG
JABRIEA	WATSON
TIFFANY	MCDANIEL-CAPPETTA
DUC	HUYNH
HYDEIA	BELL
KEVIN	NGUYEN
TU	NGUYEN
NUOC	LE
HOAI	LE
DUC	DOAN
NGA	NGUYEN
TRANG	NGUYEN
NU	TON
NGAN	LY
KATE	GUYMON
THI	HUYNH
HUU	TRAN
ASHLEY	ADDOTTO
THI	DUONG
VAN	HUYNH
NGA	LU
NUNU	LABYA
MARIE	BROWN
HUYNH	TRAN
TUAN	LE
JENNE	HOANG
HUYNH	VU
KELSIE	SEAY
MY	TRAN
JENNICA	HIGDON
ANH	NGUYEN
TINA	CHARLTON

VAN	NGUYEN
THOI	DANG
MANH	HOANG
ASHLYN	RUFFIN
DOAN	TRAN
LAURA	JANES
MEAGAN	ADAMS
HANH	PHAM
DALENA	DUONG
LAUREN	BROWN
TA WANA	DAVENPORT
KAYLEE	CORRING
JAEDYN	WADE
MINH	NGUYEN
CHELSI	WARR
QUANG	LU
VAN	NGUYEN
TRAN	PHAM
THI	TRAN
MADYSON	COLE
TAYLOR	LAMKIN
SAVANAH	SMITH
CASSANDRA	KELLY
MARIA	VALTIENA
VALERIE	REDDIX
DINH	DUNG
PHUONG	NGUYEN
HOAI	NGUYEN
DANIEL	VAN
JIMMY	NGUYEN
LELAND	LE
LEEKADRA	JOHNSON
GIAU	KEENE
ALEXANDREA	CABAN
ABBIEGAIL	SHEFFIELD
HANG	NGUYEN
VICKIE	DAVIS
THI	NGUYEN
JUN	PHAN
CHANTEL	IVY
MINH	NGUYEN

THI	TRAN
FAITH	NORWOOD
MY	BANG
DELANA	WRIGHT
JENNIFER	BUI
DARSHANA	PATEL
LINH	NGUYEN
QUOC	LE
TAN	TRAN
PHUONG	HO
MAI	TRAN
THANH	PHUNG
HANG	NGUYEN
TEAL	SOMMER
KATIE	CHERAMIE
LU-THI	HOANG
TAM	TRAN
TIA	THOMAS
LANEY	RAY
TINH	NGUYEN
KEREN	GONZALEZ-BORGES
AMANDA	ZEPEDA FAGOT
SAMANTHA	WILLIAMS
MADelyn	MARSHALL
MINH	NGUYEN
HOA	NGUYEN
SHONDA	REDMOND-JONES
VINH	TRAN
THIEN	TRAN
ASHLEY	WELCH
TRINITY	METHVIN
NHI	TRAN
LISSETTE	TORRES VALENTIN
ROSA	GARCIA SANCHEZ
ASHLEY	CONKLIN
ALEXIS	GRANT
TAM	PHAM
TRACY	HAYNES
CYNTHIA	CARROLL
DOAI	MAI
AMANDA	TRAWICK

THI	NGUYEN
ALEXIS	GILL
IRENE	PANTALEON
OANH	PHAN
OANH	LE
TRANG	HO
THI	TRAN
ALEXIS	BARKER
NICOLE	DICKERSON
LOAN	LE
ANH	LE
EMILY	HARVEY
RAVEN	DAVIS
NANCY	PHAN
LE	PHAN
NICHOLE	BUGGS
NHAT	PHAN
ANH	TRAN
LANNA	COOPER
KELLY	VO
DAT	DANG
THU TRANG	MAI
MADLINE	BONITATIBUS
MADYSON	BOUNDS
CHANELL	COOPER
HEATHER	BRUENING
GINA	PETTY
SKYLER	RYAN
MADLYN	GIBSON
HOA	LE
DINH	THAI
NGOC	HO
CHAU	THI
PHUC	NGO
JAMES	STEVENS
THI	TRAN
THU	NGUYEN
BINH	PHAM
LOAN	TON
EDDIE	VU
KHAI	TRUONG

XIA	LIN
KYEISHA	MELLS
HANG	LE
TUYETLAN	NGUYEN
TRAN	VO
VICKI	WEIRICH
HOI	TRAN
NATE	VAN
ELAINE	ANJOS
MARTHA	YARBROUGH
VAN	NGUYEN
VY	NGUYEN
HARRISON	PHAN
XUAN	NGO
MEAGAN	HERNANDEZ-ROBERTS
DESTINY	VAN
DUC	NGUYEN
AMBER	BLOUIN
THI	LE
NHATT	HO
TUYEN	NGUYEN
MADISON	STREHLE
LAM	HUYNH
NHANH	HUYNH
CODY	VOYLES
THI	NGUYEN
MORGAN	WALTON
SHARRON	WHITE
THI	HUYNH
XU	CUI
WENDY	LAWRENCE
PHUNG	TRAN
TRESTON	BOYD
THI	VAN
ALEXISIS	INGRAM
THI	PHAN
DENNILYN	HOANG
DUNG	NGUYEN
HIEN	TRAN
PHI	TRAN
NGHI	VU

NGAN	NGUYEN
TAQUILLA	BROWN
THI	VAN
TUYEN	NGUYEN
MORGAN	BLACKWELL
TRUC	NGUYEN
MORGAN	WORTHY
SYLVANDREA	ASHMORE
NAM	CONG
BROOKE	HATCHER
SANDY	HARDWICK
THI	NGUYEN
THI	PHAM
MARCIA	TREPAGNIER
AMANDA	CARDENAS
HEATHER	BRUCE
PHUONG	DOAN
THU	LE
JESSICA	JACOBS
KIEU-MAI	LE
AFSANEH	KIANI
MARTHA	ADAM
THI	DO
QUYEN	NGUYEN
MANH	HOANG
CIJI	RUSSELL
THI	NGUYEN
QUE	NGUYEN
MARLESIA	PRATT
THI	NGUYEN
QUAN	LE
TRUNG	NGUYEN
HOANG	PHAM
SINH	TRAN
CYDNEY	MCKELVEY
LISA	FLOWERS
KARYN	HAMMOCK
THI	LE
PRISILA	FLORES
THI	VAN
KYSHA	LAWSON

KRISTIEN	CARTER
AN	NGUYEN
NGA	NGUYEN
XUEHONG	HUANG
HADLEY	PLUNK
EMILIA	MARTINEZ
LAUREN	HEBERT
MADISON	FARMER
TRONG	NGUYEN
DIANNE	NGUYEN
DAO	NGUYEN
DUNG	NGUYEN
MINH	TRAN
HELEN	PHAN
VIET	TRAN
HAI	TRUONG
AARON	TRAN
ADAM	SCHUROFF
JAEL	RIOS
TAM	DINH
NHU	NGUYEN
SY	TRAN
ISABELLA	BREWER
THUY	LE
LY	PHAM
THI	TRUONG
BRITTNI	WRIGHT
BAY	PHAN
HA	NGUYEN
TAMAR	WILLIAMS
CUONG	LE
ICH	NGUYEN
THUY	NGUYEN
NADIA	ALBATNIGI
JENNIFER	EVERETT
THU	TRAN
KHANH LINH	NGUYEN
SABREENA	MICHEL
VUONG	VUONG
KATHERINE	DESHOTELS
THAO	HUYNH

GABRIELLE	SUMNER
TU	HO
THI	TRAN
HAILEY	BUTSKO
SHABRICE	RAMOS
DOANH	TRAN
NARY	POPE
HA	VU
THAO	TRAN
I'TIAUNNIA	BUCKLEY

STUDENT PERMITS ISSUED

AMELIA	GARDNER
LAUREN	SMITH
KARIME	ALNUMI
SUMMER	HUGHES
FELICIA	LITTLE
ALYSE	BOONE
EMMA	GODFREY
JESSICA	SWINDLE
LILIAN	LOWER
SKYLAR	YOUNG
REBECCA	KNIGHT
SARAH	WILSON
JENNA	MOSLEY
KAILEE	STEELMAN
DUSTIN	GARCIA
EMMA	DEASON
ELLA	WELCH
KINSLEY	CHAMBLEY
ASHTON	ORR
JAYCEE	LUSTER
RAYNE	ALLMON
GREENLEE	ADAMS
AMELIA	BRACKEN
DEVIN	BLAIR
SHAMEEYA	HODGES
KADE	BIRD
SAMANTHA	GRAVES
RENEE	DENDY
KAYLEE	TAPPER
JIREH	PATTON
SAVANNAH	MARTIN
MARGARET	THOMAS
AUBREY	BOMAN
YAHWESHIA	PAYNE
FREDERICA	MOSLEY
CARISSA	NOEL
ABBIE	PEARSON
HAILEY	JOHNSON
KRISTEN	DYE

TAM	MYERS
SYDNEY	BRITT
MIKAYLA	MCGREGER
ANN	CARROLL
BRADY	WATTS
KALEA	KOGER
KIMBERLY	OATIS
NEVAEH	MURPHY
ANNA	WHITVIER
SARAH	LANDMESSER
MESHA	HAYS
KARDION	GILBERT
KATELYN	DEDMON
ELIZABETH	JONES
SHARAD	MILLER
HALEY	SMITH
ABIGAIL	MOUNCE
MARY	WALKER
MARLEE	SMITH
CHLOE	MCGILL
BAILEE	ROBBINS
MADLYN	TURNER
MADISON	WOODRUFF
MARLEY	RILEY
SARAH	FOX
JADA	WALTERS
MACY	LOFTON
ANNA	ZEPEDA
MADISON	PHILLIPS
SAMUEL	ODOMS
SELAH	GRAVES
KAMRYN	HENRY
CLEMMIA	LITTLE
KAITLYN	O'NEAL
MASON	ROSE
BALEIGH	BROWN
ANNA	GOUGH
CHLOE	FLAHARTY
JOSE	NAVA
CAROLYN	WILLIAMS
CHRISTOPHER	SHANNON

ABBY	INGRAM
HAILEIGH	EDWARDS
MADISON	WHITEHEAD
KADENCE	PATTON
MAKAYLA	WHITEHEAD
MALLORY	JONES
MADISON	KIRTON
AVA	JOSHLIN
KYLIE	RACKLEY
KAITLYN	GOLMON
MELANIE	DAVIS
GRACIE	MACKEY
KATIE	MCCULLAR
CASSADY	MILES
JESUS	TOSTADO
JEWELIAN	WALTERS
ERICA	MCKISSICK
CHLOE	MARTIN
MADLINE	WHITE
BROOKLEE	HARBOUR
KEVIN	ZUNIGA
ALEXIS	MORGAN
MARLEE	CHANDLER
ALANNAH	WYMER
LEAH	RICE
AVERY	KIMBRELL
RON'SHEA	MOORE
CARLOS	ZUNIGA
CALLIE	NASH
EMMA	HERRING
JAZMIN	ROSS
TAIJA	DANIEL
HALLEY	BOX
ABIGAYLE	SAWYER
JADA	MCDUFFEY
TIFFANY	RUTLAND
ISABEL	HERRERA
MARY	WEATHERSBEE
SHELBY	ALLEN
NATALIE	DAVIS
BRITTNEY	BREWER

SHELBY	TOLER
JALISSA	WILLAMS
MALIYAH	RATLIFF
PATRICK	TAYLOR
RYLIE	KNIGHT
BRADLEY	COOK
LEILANI	MONTGOMERY
DOTY	MALOUF
KAMERON	UPCHURCH
KALEIGH	OWENS
ISABELLA	MANNING
LADERIKA	GALLOWAY
MARIANN	METCALF
HADLEY	PATTERSON
CARSON	COOK
CHLOE	COOK
VICTORIA	FLOYD
SKYLAR	MCDANIEL
CHELSEA	KELLEY
MAGGIE	MAY
WANDA	LYLES
KENSLEE	KELLEY
MADELYN	STOVALL
CHOLE	PHILLIPS
ALLEN	WILCOX
MARI	PEDEN
HANNAH	BATTE
BRITTANY	RUSSELL
JENNA	HANCOCK
ASHLYN	RAYBOURN
ADDISON	GODARD
LARALEE	MOSELEY
AVERIE	FULLER
MADISON	COMBS
AUDREY	DAVIS
ASHLEY	MATHEWS
CADENCE	HIGDON
JOSEPH	WOOTEN
HEATHER	HEDGEPEETH
BETHANY	SMITH
CHARLIE	CARR

MARTHA	WILKINSON
SHAKYIA	AGEE
JULIAN	CRUZ
TERRANCE	MUJAHID
MARY	JOHNSON
TA'ERICA	DODD
COURTNEY	MILBURN
CHENEYAH	WEBB SIMPSON
LEAH	WALKER
LANEY	COTTON
EMMA	BOOTH
HAYLEY	LOPER
NATALIE	BELENCHIA
ISABELLA	MADDEN
JAIDA	TRIMBLE
ABIGAIL	OGLETREE
ROQUAVIN	HARRIS
JACLYN	POWERS
LAUREN	HOFFMAN
ELI	SHOWS
ANNA	DIFFEY
AUDRA	WILLIAMSON
MOLLY	WILLIAMS
ELIZABETH	REIMONENQ
BAILEY	SIMMONS
ABBY	DOANE
D'NAISJAH	LITTLE
SHARNEICE	HIBBLER
EBONEE	BODDIE
KYLEIGH	LAWLER
KELSI	NAPIER
SWAYZE	COOK
KAIBREE	CAHOON
ANDRA	GARDNER
BAYLEIGH	HARRIS
KATELYNN	DAVIS
JOCELYN	MIRAMONTEZ
GENASIA	SIMMONS
JOSEPH	COLEMAN
TIFFANY	ESSARY
LEA	SMITH

JENNIFER	KILCREASE
MORGAN	HASELHORST
LANEY	GREGORY
SAIGE	WILLIAMS
KIRSTIE	ROEBUCK
ASHLYNN	MYRICK
CAYLIE	STREICH
MADISON	PAYNE
BAILEY	BOZEMAN
MADelyn	CARTER
LENIS	GARCIA
MIKAYLA	JONES
ADDISON	ALFORD
DANA	SHOFFNER
KADY	HAILEY
RAMSEY	LINTON
LILLY	GARRETT
JORJA	EASLEY
KANDLER	FLORA
AMANDA	YOUNG
EMMA	GRAHAM
HAISTEN	CHANDLER
TYLIA	GRINDLE
LAIKEN	BRYANT
MADelyn	BROWN
HOLLI	RILEY
JOSEPHINE	DANKO
MADISON	LINDLEY
KATELYNN	KIRKENDALL
JORDAN	HOLMES
SARAH	MITCHELL
ANNAJANE	LOVERN
MORGAN	MCKEE
KENSLEY	GALE
JOCELYN	FURR
MADISON	SKELTON
KATELEE	BOX
JOSIE	MCCLENDON
VICTORIA	PEDEN
EMMA	SPEIGHT
CORA	STORY

HANNAH	CAMPBELL WILLIAMS
MCKINLEY	BYRD
CALLIE	SMITH
BROOKLYN	GRIFFIN
MCKINLEE	BANKSTON
SAVANNAH	ESPEY
KIERRIA	SANDERS
BRITTANY	PERSON
MACEY	SPENCER
CHLOE	RAKESTRAW
AVERY	BRADY
JESSICA	MCCARTER
JINGER	MEADOWS
GRACIE	BRADLEY
ALEX	HERRINGTON
OLIVIA	KELLEY
CIAN	THORP
ETHAN	SHIELDS
HALLE	LEFLEUR
MATTHEW	RATLIFF
KARLEY	WARREN
MADISON	FALER
OLIVIA	ROSS
HOLLY	SMITH
SHARLAKECIA	JEFFERSON
ADAMARY	BANUELOS
JOLINDA	MOORE



MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING

POLICY FOR FRESH START REQUEST

The intent of the policy will ensure that the Board:

- a. understands that past transgressions are not a 100% reliable prediction of future behavior; and
- b. fairly and without bias reviews criminal history.

Law:

Fresh Start Act, MISS. CODE ANN. § 73-77-1 et seq. "Absent applicable state law, no person shall be disqualified from pursuing, practicing, or engaging in any occupation for which a license is required solely or in part because of a prior conviction of a crime, unless the crime for which the application was convicted **directly related** to the duties and responsibilities for the licensed occupation." (emphasis added).

According to MISS. CODE ANN. § 73-7-27, the Board may revoke, suspend or refuse to issue or renew any license or certificate for a felony conviction.

Definitions:

"Directly related" means the nature of the criminal conduct, for which the person was convicted, has a direct bearing on the fitness or ability to perform one or more of the duties or responsibilities necessarily related to the licensed practice.

Board Considerations:

The Board will determine if there is clear and convincing evidence to deny a license when an applicant has a disqualifying criminal conviction. The Board will make its determination based upon the following factors:

- the nature and seriousness of the crime,
- the passage of time since the commission of the crime,
- the relationship of the crime to the ability, capacity and fitness required to perform the duties and discharge the responsibilities of the occupation, and
- any evidence of rehabilitation or treatment that might mitigate the direct relationship between the crime and the occupation.

With the above criteria in mind, the Board will review the Fresh Start Act Request and take action to either approve, deny, or request additional information via an informal conference.

Any of the criminal convictions listed below were determined by the Board to result in an automatic denial:

- Felony Crime Against a Child (child neglect, child endangerment, child abuse, etc.)
- Felony Crime Against a Vulnerable Adult
- Human (sex and/or labor) Trafficking



CONTRACT FOR TEMPORARY STAFFING SERVICES

1. **Parties.** The parties to this contract are the Mississippi State Board of Cosmetology and Barbering (hereinafter "Agency") and Staffers, Inc. (hereinafter "Contractor").
2. **Purpose.** The purpose of this contract is for the Agency to engage Contractor to provide temporary staffing services for the Agency.
3. **Scope of Services.** Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "A", captioned "Scope of Services", which is attached hereto and made a part hereof by reference. The scope of services is from IFB No. 2023-01, Preapproved List of Temporary Staffing Services, which is incorporated herein by reference. Contractor is one of the preapproved vendors selected through the above referenced IFB for the Central Region(s).
4. **General Terms and Conditions.** This contract is hereby made subject to the terms and conditions included in Exhibit "B", captioned "Additional Terms and Conditions", which is attached hereto and made a part hereof by reference.
5. **Consideration.** As consideration for the performance of the services referenced in Exhibit "A", the Agency agrees to compensate Contractor as provided in Exhibit "C", captioned "Compensation", which is attached hereto and made a part hereof by reference.
6. **Period of Performance.** This contract will become effective for the period beginning May 1, 2025 and ending on June 30, 2025, upon the approval and signature of the parties hereto. The Agency has the option to renew the contract as long as the contract was entered into on or before October 4, 2023, and the period of performance ends no later than September 30, 2028, as set by IFB No. 2023-01, Preapproved List of Vendors for Temporary Staffing Services. Renewals must be approved by the PPRB.
7. **Method of Payment.** Contractor agrees to accept payments referenced in Paragraph 5, "Consideration", to be paid as billed by Contractor, upon review and approval by Agency. Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than July 15, 2025. Contractor is classified as an independent contractor and not a contractual employee of the Agency. As such, any compensation due and payable to Contractor will be paid as gross amounts. Contractor invoices shall be submitted to the Agency as set forth in Paragraph 22.
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.
9. **Approval.** 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.

10. Availability of Funds. It is expressly understood and agreed that the obligation of the Mississippi State Board of Cosmetology and Barbering 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 time 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 Mississippi State Board of Cosmetology and Barbering, the Mississippi State Board of Cosmetology and Barbering 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 Mississippi State Board of Cosmetology and Barbering of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

11. 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.

12. Representation Regarding Gratuities. The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board office of Personal Service Contract Rules and Regulations*.

13. Compliance with Laws. Contractor understands that the Mississippi State Board of Cosmetology and Barbering 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.

14. Insurance.

a. Contractor shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

- **Workers' Compensation** as required by the State of Mississippi; and,
- **Comprehensive General Liability or Professional General Liability** with minimal limits of \$1,000,000.00 per occurrence; and,
- **Employee Dishonesty Insurance or Fidelity Bond Insurance** with third party liability coverage and with minimal limits of \$1,000,000.00.

b. All insurance policies will list the State of Mississippi as an additional insured and upon request, the Contractor will provide copies of any insurance documentation to the Agency.

c. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

d. The Mississippi State Board of Cosmetology and Barbering reserves the right to request from carriers, certificates of insurance regarding the required coverage.

e. Agencies may require greater limits and will negotiate with Vendors regarding the same. THIS IS THE ONLY NEGOTIABLE TERM.

15. 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.

16. Termination for Convenience.

a. *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.

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 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.

17. 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 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

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 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.

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 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).

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 a termination for convenience.

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.

18. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by the Mississippi State Board of Cosmetology and Barbering 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. 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..

20. **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.

21. **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 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.

22. **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.


23. 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 1300 Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

24. 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.

25. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi State Board of Cosmetology and Barbering shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Mississippi State Board of Cosmetology and Barbering for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Mississippi State Board of Cosmetology and Barbering is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Mississippi State Board of Cosmetology and Barbering may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

4/17/25
DATE

By: 
Kelly Collum
Professional Recruiter
Staffers, Inc.

4.17.25
DATE

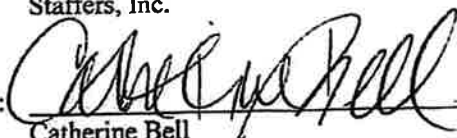
By: 
Catherine Bell
Executive Director
Mississippi State Board of Cosmetology and
Barbering

EXHIBIT A: SCOPE OF SERVICES

I. Contractor shall provide services on an as-needed basis in the following two categories of service:

1. General Office Support

The minimum requirements for staff to be placed at an Agency requesting general office support are:

- a. High school diploma or GED;
- b. Six (6) months of office support experience;
- c. Good communication skills;
- d. Proficiency in operating office equipment (copier, scanner, fax);
- e. Basic knowledge of Microsoft Office programs;
- f. Experience in telephone etiquette and routing calls;
- g. The ability to walk, stoop, kneel, crouch, or bend to pick up product and occasionally lift up to 10 pounds; and
- h. Other general office support skills, as required.

2. Administrative Office Support

The minimum requirements for staff to be placed at an Agency requesting administrative office support are:

- a. High school diploma or GED;
- b. One (1) year of administrative support experience;
- c. Advanced knowledge of Microsoft Office suite;
- d. Ability to compose and type routine letters and reports;
- e. Ability to maintain a filing system for classifying, retrieving, and disposing of materials and correspondence, records, reports, and other documents;
- f. Excellent communication skills;
- g. The ability to walk, stoop, kneel, crouch, or bend to pick up product and occasionally lift up to 10 pounds; and
- h. Other advanced office support skills, as required.

II. Detailed Scope to be Provided by the Agency

The Contracting Agency will provide a detailed scope and specific work requirements when that Agency selects a vendor on the PVL for consideration concerning a specific project or need. Such scope and requirements will include, but are not limited to, a description of work activities, required proficiency tests, a definition of deliverables, time frames, and budget parameters. The Contractor must maintain a sufficient pool of qualified staff large enough to meet the Agency's needs within forty-eight (48) hours.

Contracting Agency seeks to retain full-time temporary administrative office support at a rate of \$14.28 per hour, for an initial performance period of three months. Contracting Agency estimates that the total cost for the initial two-month term of this contract shall not exceed five thousand dollars, (\$5,000.00).

The ideal candidate will be proficient in a variety of standard office-based hardware and computer software, including but not limited to:

1. Desktop computer,
2. Office printer/scanner,
3. Windows and/or MAC operating systems,
4. Microsoft Office Suite, including, Microsoft Word, Excel, Outlook, and/or Access, and
5. Adobe (PDF).

Contractor will be responsible for assisting with the electronic storage of records by:

1. Scanning files,
2. Creating profiles for individuals that are the subject of scanned files,
3. Indexing files according to the following data points: LAST, FIRST, LAST FOUR OF SSN.

III. With regard to the provision of these services, the Contractor shall:

1. Accurately describe the required job duties to all temporary staffing employees;
2. Maintain a pool of workers sufficient to meet the Contracting Agency's needs within forty-eight (48) hours;
3. Assign an Account Representative to work directly with the designated Agency Representative managing the contract;
4. If requested by the Contracting Agency, arrange for contract temporary staffing employees to complete an orientation specific to the Contracting Agency at the time required by the Contracting Agency;
5. Ensure that contract temporary staffing employees fully comply with the Contracting Agency's policies and procedures, the applicable standards of care, Joint Commission standards, and all applicable regulations as now existing or as may be modified;
6. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by the state, federal, and local laws, such as social security and withholding taxes. It is the sole responsibility of the Vendor to comply with laws or regulations requiring an employer to withhold and/or pay employment-related taxes or other withholdings required by law;
7. Abide by all ordinances and laws pertaining to the Contracting Agency's operation and secure all required licenses and permits;
8. Make all unemployment compensation contributions required by federal and State law and process claims as required;
9. Ensure that the contract temporary staffing employee understands work commitments and reports to work at the time and place specified by the Contracting Agency;
10. Replace any contract worker(s) or employee(s) not performing to the satisfaction of the Contracting Agency within forty-eight (48) hours of a request to do so by the Contracting Agency and at no additional expense to the Contracting Agency;
11. Perform all services provided in the contract with the Contracting Agency per customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and

the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agencies;

12. Provide the information required for a Contracting Agency to perform a criminal background check or drug screening of a contract employee, if requested, or perform the criminal background check or drug screening and verify the results to the Contracting Agency.

13. If the Contracting Agency requests that the Vendor conduct the criminal background check or drug screening, the Contracting Agency and the Vendor may negotiate a fee for that service. The negotiated fee may not exceed the direct costs to the Vendor to perform the criminal background check or drug screening, including the cost of employee time required to schedule and process the check or screening. The Vendor must provide documentation to the satisfaction of the Contracting Agency of the direct costs, and the Contracting Agency and the Vendor must agree to a fixed price for the performance of the criminal background check or drug screening before implementation of any such check or screening.

14. At the request of the Contracting Agency, arrange for a Contracting Agency to interview any temporary staffing staff who may be placed at the Contracting Agency for up to one hour, at the Vendor's expense; and

15. Contractor must abide by all policies, procedures, and laws pertaining to the Agency's operation at all times, including but not limited to:

- a. All state facilities are non-smoking; personnel must adhere to this requirement. The use of tobacco products is prohibited except within designated smoking areas.
- b. Having any illegal drug or alcoholic beverage in one's possession while on state property is prohibited. Personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.
- c. Personnel should refrain from using foul, abusive, or profane language on state property.
- d. Personnel shall not flirt or fraternize with Agency personnel or any visitor at the Agency.
- e. Personnel shall not solicit or otherwise interfere with the work of Agency employees.
- f. Personnel shall not engage in personal activities such as, but not limited to, texting, personal phone calls, or reading magazines while on the job and shall comply with the Agency's restrictions regarding visitation with friends, family members, or acquaintances while on the job.
- g. Contracting Agency reserves the right to inspect and search all Contractor personnel or vehicles anytime while on facility grounds.
- h. Personnel must sign in and out at most state facilities. Personnel must strictly observe security provisions for all state facilities.
- i. Personnel may be required to provide photographic identification for inspection upon entering state facilities or grounds. Employees must wear clearly visible personnel identification badges, visitor badges, or personal identification of the individual employee.
- j. Deviations from any of the policies in Section 15 may be considered grounds for contract termination.

16. Vendors contracting under this PVL are prohibited from recruiting any temporary staffing staff at the Contracting Agency's facility for employment with the Vendor. The prohibition on recruiting applies whether the temporary staffing staff are employees of the Contracting Agency, contract workers, independent contractors, or employees assigned by another staffing agency providing temporary staffing staff at the Contracting Agency's facility.

17. A person assigned to a Contracting Agency's facility under this PVL may only be assigned to that facility by the Vendor who initially placed the person with the Contracting Agency. That person may not

be assigned to the particular facility by another Vendor providing temporary staffing services to the Contracting Agency. The Contracting Agency has the sole discretion to waive this requirement when the Contracting Agency determines that doing so is in the best interest of the State.

18. Vendors must require all temporary staffing staff assigned to the Contracting Agency to sign in and out of their shift using a standard timesheet provided by the Contracting Agency. It is the responsibility of the Vendor to ensure the timesheet is appropriately completed and approved by the shift supervisor at the Contracting Agency. Contracting Agencies may refuse to pay for hours where the Vendor failed to ensure the timesheet was appropriately completed by the temporary staffing staff and approved by the appropriate supervisor at the time the shift was worked.

19. Vendors must agree to cooperate with the Contracting Agency in any reasonable efforts to prevent fraud, waste, or abuse; in any investigations regarding alleged negligence or intentional misconduct by temporary staffing staff assigned to the Contracting Agency by the Vendor; or in any other endeavor the Contracting Agency may undertake to protect the integrity of the services requested, provided, and to be paid for under this contract.

20. The Contracting Agency has the right to refuse any individual temporary staffing staff assigned by the Vendor to the Contracting Agency. This right of refusal is in the sole discretion of the Contracting Agency and does not require that the Contracting Agency provide cause or justification for such refusal.

21. The Vendor must provide all reasonable information requested by the Contracting Agency on its invoices, including but not limited to the temporary staffing staff's name, position, dates worked, hours worked, and the applicable pay rate.

22. Throughout the life of the contract, the Vendor's Account Representative, as appointed under Section 2.2.3., or any person the Account Representative has appointed in writing to be their designee, is the only person authorized to approve or accept shifts requested by the Contracting Agency. Individual temporary staffing staff assigned to the Contracting Agency cannot accept shifts. Acceptance of any shifts by the Vendor shall be done in writing prior to the shift.

EXHIBIT B: ADDITIONAL TERMS AND CONDITIONS

1. **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.

2. **Approval.** It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

3. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. **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.
5. **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 Agency shall result in the immediate termination of this agreement.
6. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that the Mississippi State Board of Cosmetology and Barbering 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 the Mississippi State Board of Cosmetology and Barbering pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the Mississippi State Board of Cosmetology and Barbering shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Mississippi State Board of Cosmetology and Barbering shall not be liable to the Contractor for disclosure of information required by court order or required by law.
7. **Contractor Personnel.** The Mississippi State Board of Cosmetology and Barbering 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 Mississippi State Board of Cosmetology and Barbering reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Mississippi State Board of Cosmetology and Barbering in a timely manner and at no additional cost to the Mississippi State Board of Cosmetology and Barbering. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

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

a. 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;

b. 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;

c. 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;

d. 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,

e. 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.

9. **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.

10. **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:

a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

d. is independently developed by the recipient without any reliance on confidential information;

e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

f. is disclosed with the disclosing party's prior written consent.

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

12. **Failure to Deliver.** In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Mississippi State Board of Cosmetology and Barbering, 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 Mississippi State Board of Cosmetology and Barbering may have.

13. **Failure to Enforce.** Failure by the Mississippi State Board of Cosmetology and Barbering 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 Mississippi State Board of Cosmetology and Barbering to enforce any provision at any time in accordance with its terms.

14. **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 Mississippi State Board of Cosmetology and Barbering 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.

15. **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.

16. **HIPAA Compliance.** Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

17. **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 State's concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

18. **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 Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Mississippi State Board of Cosmetology and Barbering, and the Mississippi State Board of Cosmetology and Barbering shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Mississippi State Board of Cosmetology and Barbering shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Mississippi State Board of Cosmetology and Barbering shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

19. **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.

20. **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.

21. **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

22. **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 Agency:	For Contractor:
Catherine Bell Executive Director Mississippi State Board of Cosmetology and Barbering PO Box 55689 Jackson, MS 39296-5689	Kelly Collum Professional Recruiter Staffers, Inc. 1437 Old Square Road, Suite 107 Jackson, MS 39211

23. **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.

24. **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 Mississippi State Board of Cosmetology and Barbering and agreed to by Contractor.

25. **Ownership of Documents and Work Papers.** The Mississippi State Board of Cosmetology and Barbering 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 the Mississippi State Board of Cosmetology and Barbering 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 the Mississippi State Board of Cosmetology and Barbering and subject to any copyright protections.

26. Priority. The contract consists of this agreement, the Invitation for Bids (IFB No. 2023-01), and the bid submitted by Staffers, Inc. as reflected on the Preapproved Vendor List resulting from that IFB. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB, and, if still unresolved, by reference to the PVL. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

27. 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 Mississippi State Board of Cosmetology and Barbering.

28. 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 (3) 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 (3) year period, whichever is later.

29. Renewal of Contract. The contract may be renewed at the discretion of the Agency upon written notice to Contractor at least fifteen (15) days prior to each contract anniversary date for a period of two (2) successive two-month periods under the same prices, terms, and conditions as in the original contract. The total number of renewal terms permitted shall not exceed two (2), or extend past September 30, 2028.

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

31. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Mississippi State Board of Cosmetology and Barbering or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Mississippi State Board of Cosmetology

and Barbering, 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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by Contractor is considered by the Mississippi State Board of Cosmetology and Barbering 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 Mississippi State Board of Cosmetology and Barbering, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Mississippi State Board of Cosmetology and Barbering shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

37. **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.

EXHIBIT C: COMPENSATION

The Contractor will charge the hourly rates listed below (as submitted in response to IFB No. 2023-01, Preapproved List of Vendors for Temporary Staffing Services):

Staffers, Inc.	Hourly Rate for Central Region(s)
General Office Support	\$11.90
Administrative Office Support	\$14.28

In consideration of services provided, the Mississippi State Board of Cosmetology and Barbering agrees to pay to the Contractor the specific sums shown in Exhibit C, and in no event will the total paid to the Contractor exceed the amount of \$5,000.

Fixed Price, Indefinite Quantity Contract

This contract is for an indefinite quantity of hours to be furnished as requested by the Agency for fixed hourly rates. The Agency cannot guarantee a minimum number of hours. The Agency will pay only for hours worked at the request of the Agency. In consideration of services provided, the Mississippi State Board of Cosmetology and Barbering agrees to pay the Contractor the hourly rates stated in an amount not to exceed \$5,000.

Optional Price Adjustment Clause

The hourly rates stated herein shall remain firm, valid, and renewable for five years following the effective date of the PVL, except a price adjustment may be allowed in the event unanticipated market disruptions occur such that the hourly rates bid by the Contractor in response to Invitation for Bids 2023-01, Preapproved List of Vendors for Temporary Staffing Services, are no longer viable for the provision of services required by the Agency. The Contractor must provide a market analysis regarding the viability of the originally bid rates and rates the Contractor contends would be viable under the current market conditions. The Contractor must also provide cost or pricing data as required by Section 3-401 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. The Contractor shall provide any other documentation or other information required by the Agency to support the request for a price adjustment. The Agency has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustment made under this provision should be limited to only that which is required to accommodate the precipitating market disruption. Under no circumstances shall a price adjustment result in the adjusted hourly rate exceeding 110% of the original bid hourly rate. (For example, an originally bid hourly rate of \$100.00 could increase to, but not exceed, \$110.00 under this clause.)



**PROJECT NUMBER 48925
AMENDMENT # 4 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
PROMETRIC LLC
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING
(ORIGINAL PROJECT NUMBER 45214)**

This document (hereinafter referred to as "Amendment Number 4") shall serve to amend the original Professional Services Agreement executed on July 2, 2020, as amended (hereinafter referred to as "Agreement"), between Prometric LLC, a Delaware limited liability company having its principal place of business at 1501 South Clinton Street, Baltimore, Maryland 21224 (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi State Board of Cosmetology and Barbering located at 239 North Lamar Street, Suite 301, Jackson, Mississippi 39201 (hereinafter referred to as "Customer" and/or "MSBCB"). ITS and Customer are sometimes collectively referred to herein as "State". ITS, Customer, and Contractor are sometimes collectively referred to herein as "Parties".

NOW THEREFORE, ITS, Customer, and Contractor, by entering into this Amendment Number 4, mutually agree that the following provisions shall modify the aforementioned Agreement:

- 1) Article 1.1 under "Period of Performance" shall be and hereby is amended so as to renew the Agreement for a period of one (1) year beginning July 2, 2025, and continuing through July 1, 2026.
- 2) Article 18, "Notice" shall be and hereby is amended so as to strike "Ruby Lowry, Acting Executive Director" and replace with "Catherine Bell, Executive Director".

All other terms and conditions of the Agreement executed on July 2, 2020, as amended, shall remain unchanged and in full force and effect.

State of Mississippi, Department of Information Technology Services, on behalf of Mississippi State Board of Cosmetology and Barbering

Prometric LLC

DocuSigned by:

F577530FD3CA25...
By: _____
Authorized Signature

Signed by:

DF3AC48E7CD7443...
By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, CPM, Ph.D.

Printed Name: Nick Bates _____

Title: Executive Director

Title: CFO _____

Date: May 20, 2025 _____

Date: May 20, 2025 _____



**STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF CAPITOL FACILITIES**

**LEASE AGREEMENT
Capitol Complex**

THIS LEASE AGREEMENT made and entered into this the 1st day of July 2025 by and between the Office of Capitol Facilities whose address is 501 N. West Street, Suite 2001-A, Jackson Mississippi (hereinafter referred to as "Lessor") and Mississippi Board of Cosmetology and Barbering whose address is 239 North Lamar St, Jackson, MS 39201, Suite 301 (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH

FOR AND IN CONSIDERATION of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from Lessor, the following described property situated in the City of Jackson, County of Hinds, State of Mississippi, described as follows, to wit:

3,516 square feet of office space located on the 3rd floor of the Robert E. Lee Building.

SECTION 1. The primary term of this lease shall be for 12 months, commencing on July 1, 2025 and ending at 12:00 midnight on June 30, 2026. The term of this lease may be extended at any time upon mutual agreement of the Lessor and Lessee, or a subsequent succeeding lease may be entered into at the conclusion of the primary term.

SECTION 2. The Lessee agrees to pay to the Lessor, in the manner prescribed by Section 29-5-6, Mississippi Code Ann. (1972), rent in the sum of: zero dollars and 00/100 (\$0.00 per square foot) for the demised premises, according to the following terms and conditions:

\$0.00 divided into 12 monthly installments (\$0.00) to be paid by the 10th of every month. In the event that the sums are not received on or before the 15th of the month, a penalty of 10% (N/A) will be assessed on the late/unpaid amount totaling \$ N/A. Note a requisition may be issued to draw on the amount due from any fund appropriated for the use of the agency which has failed to pay rental as agreed. Warrants are to be made payable to State Treasurer Fund #3131, Vendor #V9913031310.

The Lessee agrees to pay to the Lessor, in the manner prescribed by Section 27-104-203, Mississippi Code Ann. (1972), utility charges established from a per square foot rate based on the previous month's utility usage and rented tenant space as described above.

SECTION 3. Lessee will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. Lessor shall furnish and pay for, as and when due, all utilities consumed or used incidentally to the demised premises, such as electricity, gas, water, sewer and all other public utilities of every nature, kind and

description used in said premises unless otherwise agreed to in a later section of this Lease. The Lessor reserves the right to sub-meter any or all utilities and base utility charges on the actual costs to the Lessor of same, or to modify or otherwise limit the usage of same where usage is determined to be excessive, or both.

SECTION 4. Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises. Lessor shall furnish janitorial, security and maintenance services. Lessor shall retain full access to the demised property for these purposes as well as for periodic inspection of physical conditions.

SECTION 5. Lessor agrees to keep the building and any other improvements now or hereafter located upon the leased premises and personal property contained therein insured against loss or damage by fire and all standard coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi. The Lessor further agrees to provide flood insurance coverage for any properties in zones A, AE, A1-A30, AH, AO, AR, A99, V, VE and V1-V30. In the event of loss or damage which significantly disrupts the quiet enjoyment of all or part of the demised property, at the complete discretion of the Lessor, the Lessor may elect to: suspend or pro-rate rent and/or utility charges, furnish alternate space to Lessee, or terminate the lease prior to the end of the primary term. In no event shall the Lessor be responsible for relocation expenses or any actual or consequential damages incurred by Lessee due to disruption or premature termination of lease except to the extent that such is covered by insurance policy(s) in effect at the time of loss or damage. Lessee shall be responsible for any personal property losses up to the policy deductible amount where no claim is filed by the Lessor.

SECTION 6. Lessee shall not, without the previous written consent of the Lessor, assign this Lease or sublet the whole or any part of the demised premises or permit the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld. In the event Lessor consents to any such assignment of subletting, Lessee shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Lease during the primary or any extended term hereof.

SECTION 7. Lessee will be charged for actual square footage used including closets, access hallways and main corridors used for lobbies, reception areas or any means to personally accommodate the Lessee.

SECTION 8. Prior to alteration by Lessee of the demised premises in any way, including, but not by way of limitation, changing door locks, painting, wallpapering, carpeting, modifying electrical, security, access control, plumbing, natural gas, or other utility systems, installing or removing walls or partitions, or otherwise affecting the condition or uses of the demised premises, Lessee shall notify Lessor in writing of the proposed alteration and request permission therefore. Following review of the proposed alteration request, at the complete discretion of the Lessor, the Lessor may then elect to: allow Lessee to self-administer such alteration at Lessee's sole expense, disallow Lessee to proceed with such alteration, or allow such alteration only if such alteration is procured and administered by Lessor or by the Bureau of Building, Grounds and Real Property Management.

SECTION 9. Lessee shall have full control over the leased space, components, fixtures, equipment, supplies and contents throughout the course of the primary term of the Lease; however, wall coverings, floor coverings, window coverings, and all other fixtures, fixed equipment, and/or appointments and hardware installed by Lessor or Lessee during the primary term of this Lease shall, upon the expiration of the primary lease and any subsequent renewal or extension thereof, become the property of the Lessor, and shall not be removed from the demised premises without the prior written consent of Lessor.

SECTION 10. Lessee shall not install or use any equipment likely to impose substantial demand upon the electrical, plumbing, natural gas, or other utility systems in the demised premises including, but not by way of limitation, heaters and air conditioners and the like without the prior written consent of the Lessor.

SECTION 11. Lessor covenants that the Lessee, on paying the rent herein determined, and performing the covenants and agreements hereof, and subject to compliance with policies and procedures of the Office of Capitol Facilities Tenant Manual, shall peaceably have, hold and enjoy the demised premises and all rights, easements and privileges belonging or anywise pertaining thereto, during the initial term including any/all subsequent renewals or extensions thereof. The Lessee shall have reasonable expectation of quiet enjoyment of premises. While periodic minimal disruptions in order for Lessor to perform maintenance required to keep premises in tenantable condition are anticipated and generally acceptable to Lessee; however, any excessive, repetitive or prolonged disruptions due to other than an emergency will be communicated to Lessee prior to commencement of such activity. Lessor shall not be responsible for actual or consequential damages to Lessee due to any disruption of use beyond suspension or prorating of rent and/or utilities charges where disruption is excessive, repetitive or prolonged.

SECTION 12. Lessee will provide Lessor written notice thirty (30) days in advance of intent to vacate demised premises prior to the ending date of Section 1 of this lease agreement. Written notice shall state date Lessee expects to vacate premises and provide a forwarding address.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in original on the date herein above set forth.

OFFICE OF CAPITOL FACILITIES (LESSOR)

BY: _____

**DEPUTY EXECUTIVE DIRECTOR
DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR CAPITOL FACILITIES**

DATE: _____

MISSISSIPPI BOARD OF COSMETOLOGY AND BARBERING (LESSEE)

BY: _____

TITLE

DATE: _____

**CONTRACTUAL AGREEMENT
FOR WEBSITE SUPPORT**

THIS AGREEMENT is made and entered into by and between the Mississippi State Board of Cosmetology and Barbering (MSBCB), an agency of the State of Mississippi, and U.S.NEXT, Inc. (USNX), a Mississippi corporation, for support of the MSBCB Website.

WITNESSETH:

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is understood and agreed as follows:

1. **SCOPE OF SERVICES.** USNX will provide Website hosting, backup, and programming services for support and maintenance of the Website. The total amount of time appropriated to provide programming services is limited to 30 hours. USNX will give notice to MSBCB if a requested modification is expected to require a significant number of hours. Services requested and approved in writing by MSBCB that exceed the stated limit will be billed at \$165.00 per hour.
2. **PERIOD OF PERFORMANCE.** The term of this Agreement shall commence on February 1, 2026 and shall expire on June 30, 2026.
3. **FEES AND PAYMENT.** MSBCB agrees to pay USNX a hosting and backup fee of \$240.00, plus a programming fee of \$4,050.00, for a total of \$4,290.00. USNX will submit an invoice for payment, which shall be paid following approval by MSBCB. USNX agrees to accept all payments via the State of Mississippi's electronic payment and remittance vehicle.
4. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of MSBCB 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, the MSBCB shall have the right to terminate this Agreement upon ten (10) working days written notice to USNX. The effective date of termination shall be as specified in the notice of termination.
5. **RELATIONSHIP OF PARTIES.** USNX shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for MSBCB.
6. **EQUAL OPPORTUNITY.** In connection with the performance of work under this Contractual Agreement, USNX agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.
7. **NON-ASSIGNMENT AND SUBCONTRACTING.** MSBCB will not be obligated or liable under this Agreement to any party other than USNX. USNX understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without prior written consent of MSBCB.


8. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term or provision held to be invalid.
9. **MODIFICATION OR AMENDMENT.** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto and approved as required by law.
10. **TERMINATION.** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, USNX shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.
11. **NON-SOLICITATION OF EMPLOYEES.** Each party to this agreement agrees not to employ or solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least twelve (12) months after this agreement terminates, unless mutually agreed to in writing by MSBCB and USNX.
12. **INDEMNIFICATION.** USNX shall, indemnify, defend and hold harmless MSBCB and all its officers, agents and employees from any suit, claim or action, loss, damage, cost, charge or expense caused by any negligent act, actions, neglect or omission by USNX, its agents, employees or subcontractors during the performance of this Agreement, whether to any person or property for with MSBCB or said parties may be subject, except that neither USNX nor any of its officers, agents or employees will be liable under this provision for damages arising of the injury or damage to persons or property solely caused or resulting from the negligence of MSBCB or any of its officers, agents or employees.
13. **CONFIDENTIALITY.** USNX agrees to maintain confidentiality with respect to information disclosed by MSBCB in connection with this Agreement.
14. **COVENANT OF GOOD FAITH.** Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.
15. **NON-WAIVER OF BREACH.** No assent, expressed or implied by the parties hereto to the breach of the conditions of this Agreement, shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
16. **APPLICABLE LAW.** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provision, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. This Agreement shall comply with applicable federal, state and local laws and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ th day of _____
2026.

**MISSISSIPPI STATE BOARD OF
COSMETOLOGY AND BARBERING**

U.S.NEXT, INC.

By: _____
Catherine Bell
EXECUTIVE DIRECTOR

By:  _____
Keith Liberto
Project Manager