

MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING
Board Meeting
June 8, 2026
Robert E. Lee Building, Jackson - VIRTUAL

1. **WELCOME AND CALL TO ORDER**

Leisa McElreath, Board Chairman, called the meeting to order at 9:00 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 to remove Item 6: Agenda Request.

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

3. **BOARD MINUTE APPROVAL**

Thomas Elkins moved, seconded by Todd Freeman, to approve the minutes of the Board meeting held on May 18, 2026. The voice vote was unanimous. Motion carried.

James Cook moved, seconded by Thomas Elkins, to approve the minutes of the Board meeting held on May 22, 2026. The voice vote was unanimous. Motion carried.

4. **EXECUTIVE DIRECTOR'S REPORT**

Catherine Bell provided an update to the Board on the position of Inspector II being opened for applications with the State Personnel Board. Ms. Bell notified that the license paper would be changed to prevent fraud by copy or scan. The MSBCB is being audited by the Office of the State Auditor. Ms. Bell provided an interview to the Roy Howard Community Journalism Center discussing the solicitation of public comments for the rules. Ms. Bell notified of the MS Horizons Conference in August. Dates for the upcoming seven (7) Inspections Town Hall were provided.

Todd Freeman moved, seconded by James Cook, to approve the attendance of the Executive Director and any Board members at the Horizons Conference in August 18-20, 2026, and for the MSBCB to pay the per diem and any travel expenses for the Board members who attend. The voice vote was unanimous. Motion carried.

5. **LICENSE/WORK PERMITS/APPROVAL LETTER REPORT**

Thomas Elkins moved, seconded by Aaron Washington, to refund the application fee paid by J. Gibson for the Apprentice Supervisor Application and to refund the application fee paid by D. Diggs for the Apprentice Application. The voice vote was unanimous. Motion carried.

Aaron Washington moved, seconded by Thomas Elkins, to refund the monetary amount of the practical testing voucher issued to K. Z. Smith. The voice vote was unanimous. Motion carried.

Dr. Mary Armstrong moved to deny the Shrinluck portable range hood as an acceptable method of establishment ventilation. Wendi Hill provided the second. The voice vote was unanimous. Motion carried.

Wendi Hill moved to reconsider the denial of the Shrinluck portable range hood as an acceptable method of establishment ventilation. Dr. Mary Armstrong provided the second. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Todd Freeman, that adequate ventilation means a functional and operating HVAC unit. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Todd Freeman, to grant an establishment license to Rooted. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Thomas Elkins, to deny the establishment application to Dave's Barber and Beauty Salon. The voice vote was unanimous. Motion carried. The establishment may submit an application for re-inspection.

Wendi Hill moved, seconded by Aaron Washington, to deny the establishment application of Emma's Beauty Bar due to sanitation and lack of ventilation. The voice vote was unanimous. Motion carried. The establishment may submit an application for re-inspection.

Todd Freeman moved, seconded by Thomas Elkins, to deny the establishment application of The Groom Room due to sanitation. The voice vote was unanimous. Motion carried. The establishment may submit an application for re-inspection.

Todd Freeman moved, seconded by James Cook, for Board Counsel to send a cease-and-desist letter to The Groom Room and C. Hendrix. The voice vote was unanimous. Motion carried.

Wendi Hill moved, seconded by Todd Freeman, to approve Central Mississippi Barber College for the program of barbering and barber instructor. The voice vote was unanimous. Motion carried.

Wendi Hill moved to table the application for the Cosmetology School at Collins due to sanitation issues, the dimensions in the esthetics area, and lack of privacy in the esthetics area found during the reinspection. The voice vote was as follows:

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

Motion carried.

Wendi Hill moved, seconded by Aaron Washington, to permit the Cosmetology School at Collins to submit photos of the corrections made to sanitation issues and the dimensions and lack of privacy in the esthetics area found during the reinspection without the need to submit an application for a third inspection. The voice vote was as follows:

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

Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, to approve the school application of L Tresses Academy of Nails, LLC for the programs of nail technology and instructor. The voice vote was as follows:

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

Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, to permit L Tresses Academy of Nails, LLC to submit a photo of the installation of a sink for handwashing. The voice vote was as follows:

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

Motion carried.

Aaron Washington moved, seconded by Thomas Elkins, to approve the school application for Pine Belt Nail Academy for the programs of nail technology and instructor. The voice vote was as follows:

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

Motion carried.

Todd Freeman moved, seconded by Thomas Elkins, to permit Pine Belt Nail Academy to submit a photo of the change of a restroom to a hand-washing area. The voice vote was as follows:

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

Motion carried.

6. OLD BUSINESS

School Online Education (theory) and Rules and Regulations (chapter 9, 12) remained on the table.

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

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

Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, for the MSBCB to calculate a school's pass-fail ratio using the First Time Pass Rate (FTPR) which is comprised of the test results of the first time test takers from each school. The voice vote was as follows:

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

Motion carried.

Thomas Elkins moved, seconded by Todd Freeman, to approve the school citation for violation amounts for first and second offenses. The voice vote was unanimous. Motion carried. A copy of the school citation for violation form is attached as "Exhibit A".

James Cook moved that the monetary amount for a first offense and for a second offense of the violations that are on the school citation for violation form and also on the

establishment/practitioner citation for violation form to be the same amounts on both forms. Thomas Elkins provided the second. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Todd Freeman, to approve the establishment/practitioner citation for violation amounts for first and second offenses. The voice vote was unanimous. Motion carried. A copy of the school citation for violation form is attached as "Exhibit B".

James Cook moved, seconded by Thomas Elkins, for all sanitation inspections conducted on or after June 8, 2026, begin at a first offense for all licensees. The voice vote was unanimous. Motion carried.

7. NEW BUSINESS

Thomas Elkins moved, seconded by Aaron Washington, to waive the monetary difference in the testing fee paid for the instructor exam and the actual exam cost for the following individuals on the indicated testing dates:

- i. W. Ray (10.27.2025),
- ii. T. Haynes (1.12.2026 & 3.10.2026),
- iii. K. Vinson (2.19.2026),
- iv. T. Martin (2.26.2026),
- v. M. McCullough (3.10.2026),
- vi. S. Morton (3.24.2026 & 5.4.2026),
- vii. P. Stewart (6.3.2026), and
- viii. S. Crotwell (6.22.2026).

The voice vote was unanimous. Motion carried.

Aaron Washington moved, seconded by Thomas Elkins, to approve the Narrative¹² Contract for FY27, DFA, Office of Capital Facilities Lease FY27, and Cornerstone Contract for FY27. The voice vote was unanimous. Motion carried. A copy of the three contracts are attached as "Exhibit C".

The Board took no action on Item e: Legislation for 2027 Session.

Thomas Elkins moved, seconded by James Cook, that buccal massage is not within the scope of practice of any license issued by the MSBCB. The voice vote was unanimous. Motion carried.

Aaron Washington moved, seconded by Thomas Elkins, to place Extractions – scope of practice (barber), Comedone – scope of practice (barber), Epilation/Depilation – scope of practice (barber), Waxing - scope of practice (barber), and Manicuring – scope of practice (barbering) on the table. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by James Cook, to establish a policy for re-inspection frequency after the issuance of a citation for violation based on the level of the violation issued with the recommended frequency being thirty (30) days for a class C, ninety (90) days for a class B, and one (1) year for a class A. The voice vote was unanimous. Motion carried.

Thomas Elkins moved, seconded by Aaron Washington, to require all Board required equipment for establishments and/or schools to be "industry recognized" equipment. The voice vote was unanimous. Motion carried.

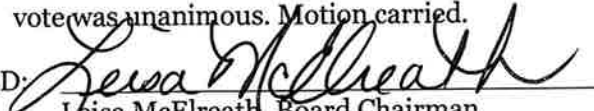
8. UPCOMING MEETING DATES

- July 13, 2026, at 9:00 a.m. – virtual,
- July 27, 2026, at 9:00 a.m. – in person at the Robert E. Lee Building, and
- August 24, 2026, at 9:00 a.m. – in person at the Robert E. Lee Building.

9. ADJOURNMENT

Thomas Elkins moved, seconded by Aaron Washington, to adjourn at 6:10 p.m. The voice vote was unanimous. Motion carried.

APPROVED:


Leisa McElreath, Board Chairman

MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING
School Citation for Violation Form

EXHIBIT

A

School Name: _____

Address: _____

Email Address: _____

License Number: _____ **Expiration Date:** _____

You are notified that you are not in compliance with the law and rules and regulations governing the Mississippi State Board of Cosmetology and Barbering in the following area(s):

Violation	Rule	Class	1st Offense	2nd Offense
Expired School License	MISS. CODE ANN. § 73-7-16	A	Warning	\$100
Allowing a demonstrator to demonstrate without a valid permit	MISS. CODE ANN. § 73-7-25	A	Warning	\$25
Allowing an instructor to work with expired license	MISS. CODE ANN. § 73-7-9	A	Warning	\$100
Required Equipment	RULE 8.7	A	Warning	\$100
Equipment not maintained in sanitary/safe condition	RULE 8.7	B	Warning	\$150
School not separated from other business	RULE 8.8	B	\$150	\$500
Floor plan altered without notice to Board	RULE 8.8	B	\$100	\$200
Board notice(s) not posted	RULE 8.9	A	Warning	\$25
Sign "all services in this school are performed by students who are in training; all work must be inspected by a licensed instructor"	RULE 8.9	A	Warning	\$25
Students not in uniform and/or badges (per student)	RULE 8.9	A	Warning	\$25
Deviation from Board approved curriculum	RULE 8.12	B	\$75	\$300
Time-clock punch card/time-clock missing	RULE 8.14	A	Warning	\$100
Student kits not issued (per student)	RULE 8.15	A	Warning	\$100
Instructor not wearing badge	RULE 8.16	A	Warning	\$25
Board not notified of instructor change	RULE 8.16	B	\$75	\$300
Instructor/student ratio exceeds required ratio	RULE 8.16	B	\$75	\$300
Instructor/student instructor working on clients for remuneration	RULE 8.16	C	\$500	\$750
Student work on practical floor not monitored/checked by instructor	RULE 8.16	A	Warning	\$100
Students without required hours working on clinic floor	RULE 8.18	B	\$75	\$300
Dishonest conduct	MISS. CODE ANN. § 73-7-27	C	\$500	\$750
Refusal to cooperate with inspection/audit	RULE 8.19	C	\$500	\$750
Improper ventilation	MISS. CODE ANN. § 73-7-33	B	\$150	\$500
Water supply inadequate	RULE 11.2	A	Warning	\$100
Restroom does not have hot/cold water and soap	RULE 11.3	A	Warning	\$100
Not washing hands with soap & water/antibacterial skin cleanser before each client	RULE 11.3	A	Warning	\$100
Refuse & waste material not properly disposed	RULE 11.4	A	Warning	\$75
Hair/nail clippings present	RULE 11.4	A	Warning	\$50
Clean linen improperly stored	RULE 11.5	A	Warning	\$50
Dirty linen improperly stored	RULE 11.5	A	Warning	\$50
Soiled instruments/supplies improperly stored	RULE 11.6	A	Warning	\$50
Use of soiled instruments/supplies	RULE 11.6	B	\$100	\$400
Sanitary neck strip/towel not on each patron	RULE 11.6	A	Warning	\$50
Single use items not disposed of after use	RULE 11.6	B	\$50	\$250
Tools for mani/pedi not in 70% alcohol solution during service	RULE 11.6	B	\$75	\$250
70% alcohol solution not disposed after client	RULE 11.6	B	\$75	\$250
Dirty whirlpool foot spa/sonic vibration spa	RULE 11.7	B	\$150	\$500
No cleaning log for whirlpool foot spa/sonic vibration spa	RULE 11.7	B	\$150	\$500
Towel/paper sheet not used at head rest	RULE 11.8	A	Warning	\$50
Dirty shampoo bowl	RULE 11.8	B	\$50	\$100
Cream/lotion/cosmetics not properly stored/used	RULE 11.9	A	Warning	\$50
Powder not properly stored/used	RULE 11.9	A	Warning	\$50
Paraffin wax not properly discarded	RULE 11.10	A	Warning	\$50
Wax/sugar mix cloudy/dirty	RULE 11.11	A	Warning	\$100
Work surface not disinfected after client	RULE 11.12	B	Warning	\$50
Instrument in contact with client not cleaned after use	RULE 11.12	B	Warning	\$50
Wet sanitizer: not covered/dirty/improper level	RULE 11.12	B	\$50	\$150
Electric Tools not properly disinfected	RULE 11.13	B	Warning	\$50
Clean tools not in clean, disinfected, closed, labeled container	RULE 11.16	A	Warning	\$50
Chemicals improperly labeled/stored	RULE 11.17	A	Warning	\$100
Unable to produce a material safety data sheet upon request	RULE 11.18	A	Warning	\$20
Presence of animals	RULE 11.19	A	Warning	\$25
Improper floor surface	RULE 11.20	A	Warning	\$50
Presence of prohibited equipment/tool (credo blade, surgical scalpel, cheese grater, products with MMA, e-file not for human nail, Class 2 or 3 equipment, more than 2 gal. acetone, improper neck duster)	RULE 11.21	B	\$100	\$500
Blades/razors not disposed in red sharps biohazard container	RULE 11.21	B	\$50	\$100
Permitting practice of prohibited services/procedures	RULE 11.21	B	\$100	\$500

Please make full payment by check or money order to the MSBCB within thirty (30) days from the date of the violation.

Inspector Signature _____

Total Amount Due _____

Date _____

Time _____

School Representative Signature _____

**MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING
CITATION FOR VIOLATION FORM**

Licensee Name: _____

Address: _____

Email Address: _____

License Number: _____ Expiration Date: _____

You are notified that you are not in compliance with the law and rules and regulations governing the Mississippi State Board of Cosmetology and Barbering in the following area(s):

Violation	Estab/ Practitioner	Rule	Class	1 st Offense	2 nd Offense
Board announcements not posted	E	RULE 10.3	A	Warning	\$25
Improper display of barber pole	E	RULE 10.8	A	Warning	\$25
Providing services outside scope of license	E P	MISS. CODE ANN. § 73-7-17	B	\$150	\$300
Operation of an unlicensed establishment	E P	MISS. CODE ANN. § 73-7-17	C	\$500	\$750
Operation of an unlicensed school	E P	MISS. CODE ANN. § 73-7-16	C	\$500	\$750
Expired License	E P	MISS. CODE ANN. § 73-7-19	A	Warning	\$100
Allow a practitioner to work without a valid license	E	MISS. CODE ANN. § 73-7-9	C	\$500	\$750
Allow a demonstrator to demonstrate without a valid permit	E	MISS. CODE ANN. § 73-7-25	A	Warning	\$25
Allow a practitioner to work with expired license	E	MISS. CODE ANN. § 73-7-9	A	Warning	\$100
Working in unlicensed establishment	P	MISS. CODE ANN. § 73-7-35	A	Warning	\$100
Allow a student to work without a permit	E	RULE 5.19	C	\$500	\$750
Allow apprentice training without a license	E	RULE 9.1, 9.2	C	\$500	\$750
Act as apprentice supervising instructor without license	P	RULE 9.2	C	\$500	\$750
Dishonest conduct	E P	MISS. CODE ANN. § 73-7-27	C	\$500	\$750
Refusal to cooperate with inspection	E P	RULE 10.11	C	\$500	\$750
Improper ventilation	E	MISS. CODE ANN. § 73-7-33	B	\$150	\$500
Required equipment	E	RULE 10.7	A	Warning	\$100
Equipment not maintained in sanitary condition	E P	RULE 10.7	B	Warning	\$150
Door open between establishment and home	E	RULE 10.9	A	Warning	\$50
Water supply inadequate	E	RULE 11.2	A	Warning	\$100
Restroom does not have hot/cold water and soap	E	RULE 11.3	A	Warning	\$100
Not washing hands with soap & water/antibacterial skin cleanser before each client	E P	RULE 11.3	A	Warning	\$100
Refuse & waste material not properly disposed	E P	RULE 11.4	A	Warning	\$75
Hair/nail clippings present	E P	RULE 11.4	A	Warning	\$50
Clean linen improperly stored	E P	RULE 11.5	A	Warning	\$50
Dirty linen improperly stored	E P	RULE 11.5	A	Warning	\$50
Soiled instruments/supplies improperly stored	E P	RULE 11.6	A	Warning	\$50
Use of soiled instruments/supplies	E P	RULE 11.6	B	\$100	\$400
Sanitary neck strip/towel not on each patron	E P	RULE 11.6	A	Warning	\$50
Single use items not disposed of after use	E P	RULE 11.6	B	\$50	\$250
Tools for mani/pedi not in 70% alcohol solution during service	E P	RULE 11.6	B	\$75	\$250
70% alcohol solution not disposed after client	P	RULE 11.6	B	\$75	\$250
Dirty whirlpool foot spa/sonic vibration spa	E	RULE 11.7	B	\$150	\$500
No cleaning log for whirlpool foot spa/sonic vibration spa	E	RULE 11.7	B	\$150	\$500
Dirty shampoo bowl	E	RULE 11.8	B	\$50	\$100
Towel/paper sheet not used at head rest	E P	RULE 11.8	A	Warning	\$50
Cream/lotion/cosmetics not properly stored/used	E P	RULE 11.9	A	Warning	\$50
Powder not properly stored/used	E P	RULE 11.9	A	Warning	\$50
Paraffin wax not properly discarded	E P	RULE 11.10	A	Warning	\$50
Wax/sugar mix cloudy/dirty	E P	RULE 11.11	A	Warning	\$100
Work surface not disinfected after client	E P	RULE 11.12	B	Warning	\$50
Instrument in contact with client not cleaned after use	E P	RULE 11.12	B	Warning	\$50
Wet sanitizer: not covered/dirty/improper level	E P	RULE 11.12	B	\$50	\$150
Electric Tools not properly disinfected	E P	RULE 11.13	B	Warning	\$50
Clean tools not in clean, disinfected, closed, labeled container	E P	RULE 11.16	A	Warning	\$50
Chemicals improperly labeled/stored	E P	RULE 11.17	A	Warning	\$100
Unable to produce a material safety data sheet upon request	E	RULE 11.18	A	Warning	\$20
Presence of animals	E	RULE 11.19	A	Warning	\$25
Improper floor surface	E	RULE 11.20	A	Warning	\$50
Presence of prohibited equipment/tool (credo blade, surgical scalpel, cheese grater, products with MMA, e-file not for human nail, Class 2 or 3 equipment, more than 2 gal. acetone, improper neck duster)	E P	RULE 11.21	B	\$100	\$500
Blades/razors not disposed in red sharps biohazard container	E	RULE 11.21	B	\$50	\$100
Permitting practice of prohibited services/procedures	E	RULE 11.21	B	\$100	\$500

Please make full payment by check or money order to the MSBCB within thirty (30) days from the date of the violation.

Inspector Signature _____

Total Amount Due _____

Date _____

Time _____

Licensee Signature _____

CONTRACT FOR SERVICES**MSBCB/Narrative12****July 2026**

THIS AGREEMENT made this day, between the MISSISSIPPI STATE BOARD OF COSMETOLOGY AND BARBERING (MSBCB) MSBCB and NARRATIVE12, represented by CHECKY HERRINGTON. (Hereinafter referred to as "CONTRACTOR"), whose address is 190 Lucy's Lane, Starkville, MS 39759.

WITNESSETH:

In consideration of the mutual benefits and advantages to each other, and to meet the demands of this office within the time frame necessary, the MSBCB does therefore engage CONTRACTOR for the purposes and for the time set forth below; and CONTRACTOR does agree to perform the services as described. IT IS HEREBY AGREED:

1. **SCOPE OF SERVICES:** CONTRACTOR shall provide consulting services related to social media and member communications. Services include establishing and managing a comprehensive and dynamic social media presence that includes Facebook, Instagram and X (Twitter) and a proactive member communications initiative updating licensees on board policies, regulations and other MSBCB-related activities. Coordination of the MSBCB's social media platforms shall include a combination of original content as well as strategically linking state and nationally relevant stories that yield audience engagement. Placements shall include a minimum of three posts per week on all social platforms. Proactive member communications shall include development of one professionally written news article per month. Any projects outside the scope of this agreement (such as presentations, videos, photography, mailing, advertising, travel, etc.) will be billed separately at rates agreed upon prior to the beginning of any work. Additional services requested by MSBCB that exceed the scope described herein must be mutually agreed upon in writing prior to commencement of such work. All work should be performed under the direction of the Executive Director or her designee. No tasks shall be performed without prior approval and direction. CONTRACTOR shall determine the manner and means of performing the services described herein, consistent with the status of CONTRACTOR as an independent contractor.
2. **PERIOD OF PERFORMANCE:** CONTRACTOR shall undertake to do and perform the services referred to herein for the period July 1, 2026, through June 30, 2027.
3. **CONSIDERATION AND PAYMENT:** As consideration for the satisfactory performance of this Agreement, MSBCB agrees to pay and CONTRACTOR agrees to accept the following compensation: COMPENSATION shall be at the rate of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100 (\$2,250.00) per month for consulting services related to social media and member communications not to exceed TWENTY-SEVENTY THOUSAND DOLLARS AND NO/100 (\$27,000.00). It is understood that the CONTRACTOR shall serve as an Independent Contractor. The CONTRACTOR shall be responsible for the payment of applicable employment taxes. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MSBCB agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi

Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of invoice. Payments by MSBCB 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. MSBCB 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.

CONTRACTOR understands and agrees that all funds supporting this Agreement emanate from an appropriation from the State of Mississippi and in the event that the supply of funds is decreased or is stopped entirely, then MSBCB shall have the right to immediately cancel this Agreement and CONTRACTOR shall have the right to receive payment for any services rendered up until the date of the notice of termination and CONTRACTOR'S obligation to perform shall cease on such date.

4. **MISSISSIPPI EMPLOYMENT PROTECTION ACT:** "Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."
5. **ITEMIZED SERVICES:** CONTRACTOR shall submit to the MSBCB at such times and in such form and manner as the MSBCB may direct, an itemized invoice for services rendered in an amount compatible with the consideration fixed herein. CONTRACTOR shall keep and maintain such records as MSBCB may direct and shall submit the same to MSBCB with the invoice mentioned above.

6. TERMINATION FOR CONVENIENCE

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

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 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. MSBCB 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.

7. TERMINATION FOR DEFAULT

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, MSBCB 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 MSBCB, 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, MSBCB may procure similar supplies or services in a manner and upon terms deemed appropriate by the MSBCB. 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. CONTRACTOR'S liability for excess costs incurred by MSBCB in procuring similar services shall be limited to the total remaining value of the contract (\$27,000.00). MSBCB shall make reasonable efforts to mitigate such costs by seeking competitive pricing for replacement services.

Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the MSBCB, 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. In such event, all final, completed deliverables for which Narrative12 has received full payment shall be and remain the property of MSBCB. Narrative12 shall provide "as-is" copies of unfinished work only upon mutual agreement and full compensation for the labor hours invested in said unfinished work up to the date of termination. CONTRACTOR shall not be liable for any subsequent use or modification of such unfinished materials by MSBCB or third parties.

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 MSBCB 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 provided that any such withholding is accompanied by a detailed written accounting of the specific costs or claims being addressed.

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 MSBCB 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.

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.

8. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by MSBCB 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.

9. **CHANGES:** MSBCB may, from time to time, require and request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the parties shall be included in written amendments to this Agreement. 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 MSBCB.

10. **ASSIGNABILITY AND SUBCONTRACTING:** CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the

prior written consent of MSBCB thereto. None of the work or services covered by this Agreement shall be subcontracted.

11. **DISCRIMINATION:** CONTRACTOR understands that MSBCB is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and CONTRACTOR agrees during the term of the Agreement to strictly adhere to this policy in its employment practices and provision of services. The CONTRACTOR shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State and local laws and regulations, as now existing and as may be amended or modified.
12. **CONFIDENTIALITY:** Any writings, reports, forms, information, ideas, data, electronic or otherwise given to, prepared by, or in any way generated or accomplished by CONTRACTOR shall be considered confidential, and no such information shall be made available to any individual, organization, or otherwise by CONTRACTOR without the prior written approval of MSBCB.
13. **OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS:** All rights to MSBCB data, files, and final work products created under this Agreement shall be the property of MSBCB. However, any pre-existing materials, tools, templates, methodologies, or intellectual property developed by CONTRACTOR prior to this Agreement shall remain the property of CONTRACTOR.
14. **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, provisions, and any litigation with respect, thereto shall be brought in the courts of the State. The CONTRACTOR shall comply with applicable federal, state and local laws and regulations.
15. **NOTICES:** All notices to MSBCB required or permitted under this Agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid return receipt requested, at the address set forth below. Notice shall be deemed given when actually received or refused.

Mississippi State Board of Cosmetology and Barbering Attention:
Catherine Bell
Post Office Box 55689
Jackson, Mississippi 39296-5689
16. **REPRESENTATION REGARDING CONTINGENT FEES:** The CONTRACTOR represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed.
17. **REPRESENTATION REGARDING GRATUITIES:** The CONTRACTOR represents that it has not violated, is not violating, and promises that it will not violate the

prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

This contract has been made and interchangeably executed by parties authorized to enter into contracts on behalf of the company or agency in duplicate originals.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of July 1, 2026.

BY: _____ Date: _____
CHECKY HERRINGTON
President
NARRATIVE12

BY: _____ Date: _____
CATHERINE BELL
Executive Director
MSBCB

**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 **20th** day of **May 2026** 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, 2026** and ending at 12:00 midnight on **June 30, 2027**. 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: _____

FY27 Contract
Between the Mississippi Board of Cosmetology and Barbering and
Cornerstone Consulting Group, Inc.

This document is a Contract between the parties, Cornerstone Consulting Group, Inc., a Mississippi Corporation, located at 101 Merlot Cove, Clinton, MS 39056 (Hereinafter referred to as "Cornerstone" or "Contractor") and the Mississippi Board of Cosmetology and Barbering, a state agency herein after referred to as "Agency"). This contract reflects the agreement by and between the parties that Cornerstone shall provide services as outlined herein below.

Scope of Services

During the period of performance indicated herein, Cornerstone may perform the following services. No tasks shall be performed without prior approval and direction.

Operational Assistance

- Provide assistance as needed for human resource transactions including recruiting, hiring and terminating transactions, entering payroll deductions, and other such actions necessary for personal actions.
- Provide operational assistance as requested.
- Provide accounting system training as requested.
- Answer questions on accounting, budgeting, and financial reporting as requested.
- Provide budgetary reporting assistance as requested.
- Process or assist the agency in processing payroll transactions, as requested.
- Process or assist the agency in processing purchasing and accounting transactions as requested.
- Provide payroll and human resources conversion and implemental services, if needed.
- Provide assistance during external audits or reviews.

Annual Services

- Prepare required GAAP schedules.
- Complete year-end processing and annual compliance functions associated with accounting and provide budget assistance including entering the annual legislative budget request into the OBRS system, as requested.

Internal Control Assessment

- Review agency processes as required to complete the DFA internal control review, if requested.
- Prepare the agency's internal control documents based on prior year processes, if requested.

Contract Modifications

This contract 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. Modifications may include scope increases, deletions or other revisions within the contract.

Contract Period of Performance

The Contract shall begin July 1, 2026, and shall be in effect until June 30, 2027.

Consideration

Cornerstone agrees to perform the Scope of Services hereunder to the satisfaction of the Agency during the period of performance identified in this Contract, pursuant to the terms and conditions of the Contract for the consideration of an hourly rate of \$100.00. Year-end Processing Services will be provided at a fixed fee amount of \$2,750.00 for budget preparation and \$750 for GAAP packet preparation. If an internal control review is requested, an additional fixed fee of \$3,000 shall be payable upon completion of the review.

Payment

The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

Cornerstone agrees to accept all payments in US currency via the State of Mississippi's electronic payment and remittance vehicle.

Availability of Funds

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

Anti-Assignment/Subcontracting

Cornerstone acknowledges that it was selected by the Agency to perform the services required hereunder based, in part, upon Cornerstone's special skills and expertise. Cornerstone shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the Agency, which the Agency 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 Agency 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 Agency may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

Authority To Contract

Cornerstone 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.

Confidentiality

Cornerstone hereby agrees to assure the confidentiality of any records obtained from the Agency or from the State Personnel Board (SPB) for the Agency, as required by state and federal privacy laws. No information, documents or other material provided to or prepared by Cornerstone deemed confidential by the Agency and/or the SPB pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the Agency. Any liability resulting from any wrongful disclosure of confidential information on the part of Cornerstone shall rest with Cornerstone.

Confidential Information shall mean (a) those materials, documents, data, and other information which Cornerstone has designated in writing as proprietary and confidential, and (b) all data and information which Cornerstone acquires as a result of its contact with and efforts on behalf of the Agency and any other information designated in writing as confidential by the Agency. Each party to this agreement agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under Mississippi and/or federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of Cornerstone, or its Subcontractor shall rest with Cornerstone. Disclosure of any confidential information by Cornerstone or its Subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement and the availability to the Agency of any and all remedies at law or in equity.

Indemnification

To the fullest extent allowed by law, Cornerstone shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency and its members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Cornerstone and/or its partners, principals, agents, employees and/or Subcontractors in the failure to perform this agreement. In the State's sole discretion, Cornerstone may be allowed to control the defense of any such claim, suit, etc. In the event Cornerstone defends said claim, suit, etc., Cornerstone shall use legal counsel acceptable to the State; Cornerstone 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. Cornerstone shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

Independent Contractor Status

Cornerstone 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 Agency or the State. Nothing contained herein shall be deemed or construed by the Agency, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Agency and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Agency or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Agency and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the State; and the State shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Agency shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

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 Contractor: Denise De Rossette, President
Cornerstone Consulting Group, Inc.
101 Merlot Cove
Clinton, MS 39056

For the Agency: Catherine Bell, Director
Mississippi Board of Cosmetology
239 N. Lamar Street, Suite 301
Jackson, Mississippi 39201

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 Agency.

Applicable Laws

The contract shall be governed by and in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal and State laws and regulations.

The Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the Contractor agrees during the term of this agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Mississippi Employment Protection Act

"Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the

following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

Representation Regarding Contingent Fees

The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Representation Regarding Gratuities

The contractor represents that it has not violated, is not violating and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 of the Mississippi Personal Service Contract Procurement Regulations.

Procurement Regulations

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations.

Stop Work Order

Order to Stop Work. The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specific period not exceeding 90 days after the order is delivered to the 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, the 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 Agency shall either cancel the stop work order, or terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

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, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the terms or delivery of services, or both, and the contract shall be modified in writing accordingly, if:

- the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,

- the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency 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.

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.

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

Termination for Convenience Clause

The Agency 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 shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor must complete the work that is not terminated by the notice of termination.

Termination for Default Clause

If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completions within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the 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 for default, in whole or in part, the Agency, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional administrative costs associated with the procurement. This remedy shall be in addition to any other remedies that the Agency may have.

Authorization to Enter Contract

This contract has been made and interchangeably executed by parties authorized to enter into contracts on behalf of the cooperation or Agency in duplicate originals.



5/28/26

Denise B. De Rossette, President
Cornerstone Consulting Group, Inc.

Catherine Bell, Executive Director
Mississippi Board of Cosmetology and Barbering

