

**OFFICE OF CHIEF OPERATIONS OFFICER**  
**Summary of State Board of Education Agenda Items**  
**Consent Agenda**  
**March 21, 2018**

**OFFICE OF HEALTHY SCHOOLS AND CHILD NUTRITION**

- 05.A. Award grant for a special project appropriated by the Mississippi Legislature and identified as the Mary Kirkpatrick-Haskell, Mary Sprayberry School Nurse Program in House Bill 1511, 2017 Legislative Session

Purpose: The Mississippi Legislature appropriated funds for the special project identified in House Bill 1511, 2017 Legislative Session, as the Mary KirkpatrickHaskell, Mary Sprayberry Act, Public School Nurse Program. This bill directs that the funds be used to support the School Nurse Intervention Program established in Section 37-14-3 of the Mississippi Code. Each year the funds are distributed in the form of competitive grants totaling \$42,500 each. A district may receive more than one award based on need to support multiple clinics. The requirement includes a grant agreement with specific benchmarks for the districts receiving these funds.

Scope of Grant:

- Grant Period: March 21, 2018 - June 30, 2018
- Award Amount: \$ 3,060,000
- Method of Award: Legislative Mandate

Funding Source: State General Funds (House Bill 1511, 2017 Legislative Session). Transferred from the Mississippi Department of Health via a memorandum of understanding.

Summary of Selection Process:

A competitive selection process was utilized to award the grants. These awards are renewable for a total of 1 year dependent on the continued legislative appropriation.

Recommendation: Approval

Back-up material attached

**Mary Kirkpatrick-Haskell-Mary Sprayberry School Nurse Program Grants**  
**Fiscal Year 2018**

Grantee:

Award Amount

Alcorn County School District**	\$ 85,000
Amory School District	\$ 42,500
Bay St. Louis-Waveland School District	\$ 42,500
Benton County School District	\$ 42,500
Brookhaven School District	\$ 42,500
Carroll County School District	\$ 42,500
Chickasaw County School District	\$ 42,500
Coffeeville School District	\$ 42,500
Columbia School District**	\$ 85,000
Corinth School District**	\$ 85,000
Desoto County School District**	\$ 85,000
East Tallahatchie School District**	\$ 85,000
Forrest County AHS	\$ 42,500
Greene County School District	\$ 42,500
Grenada School District	\$ 42,500
Harrison County School District**	\$ 85,000
Hazlehurst School District**	\$ 85,000
Hollandale School District	\$ 42,500
Humphreys County School District**	\$ 85,000
Jones County School District**	\$ 85,000
Lamar County School District	\$ 42,500
Lauderdale County School District	\$ 42,500
Long Beach School District	\$ 42,500
Marion County School District**	\$ 85,000
McComb School District**	\$ 85,000
Montgomery County School District	\$ 42,500
New Albany School District**	\$ 85,000
Newton Municipal School District	\$ 42,500
Noxubee County School District	\$ 42,500
Oxford School District	\$ 42,500
Pascagoula-Gautier School District	\$ 42,500
Pearl Public School District**	\$ 85,000
Pearl River County School District	\$ 42,500
Perry County School District	\$ 42,500
Petal School District **	\$ 85,000
Poplarville School District**	\$ 85,000
Quitman Consolidated School District**	\$ 85,000
Scott County School District**	\$ 85,000
Simpson County School District	\$ 42,500
Smith County School District	\$ 42,500
South Pike School District	\$ 85,000
Tishomingo County School District	\$ 42,500
Tupelo Public School District	\$ 42,500
UMMC/Jackson Public*	\$ 85,000
UMMC/Jackson Public and South Delta*	\$ 42,500
Union County School District	\$ 42,500

Vicksburg-Warren School District**	\$ 85,000
Water Valley School District	\$ 42,500
West Bolivar School District***	\$ 42,500
West Jasper School District	\$ 42,500
West Tallahatchie School District	\$ 42,500
Winona School District	<u>\$ 42,500</u>

**Total Grant Awards for Special Projects      \$3,060,000**

\*UMMC applied on behalf of the Jackson Public Schools, Johnson and Brown Elementary Schools and the South Delta School District. Funds will be awarded directly to UMMC.

\*\*Two clinics in the district are receiving grant awards.

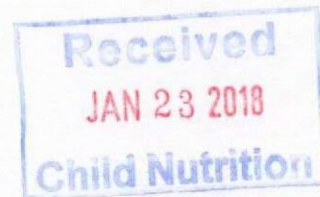
\*\*\*Replaces award to Benoit due to consolidation.



MISSISSIPPI STATE DEPARTMENT OF HEALTH

January 22, 2018

Mr. Scott Clements, State Director  
Mississippi Department of Education  
Office of Child Nutrition and Healthy Schools  
P.O. Box 771  
Jackson, MS 39205



Re: Sub-Grant Agreement for HB #1511

Dear Mr. Clements,

Enclosed, please find an original executed Sub-Grant Agreement between your organization and the Mississippi State Department of Health, Office of Tobacco Control. Please submit a disbursement request stating how we should send you these funds, to the following address.

Tiffany Johnson  
Mississippi State Department of Health  
Office of Tobacco Control  
805 S. Wheatley St.  
Suite #400  
Ridgeland, MS 39157

As soon as we receive your request, we will process the allotment disbursement as soon as possible. Should you have any questions, please feel free to call. Thank you.

Sincerely,

Tiffany Johnson, MS, CSM  
Bureau Director II

Enclosure



**Mississippi State Department of Health  
Sub-Grant Agreement**

**Mississippi State Department of Health Sub-Grant Agreement**

with Mississippi Department of Education  
Agreement No. HB 1511

**SECTION 1.0: Parties to the Agreement**

This agreement is made this the 1st day of July, 2017, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and Mississippi Department of Education, hereinafter referred to as Sub-Grantee.

**SECTION 2.0: Period of Performance**

This agreement shall be in effect from July 1, 2017 through June 30, 2018.

**SECTION 3.0: Purpose**

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as HB 1511.

**SECTION 4.0: Responsibilities of MSDH and Sub-Grantee**

4.1 MSDH Responsibilities:

- 4.1.1 Review and approval of invoices and periodic reports.
- 4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.
- 4.1.3 Oversight of work and services provided by Sub-Grantee.
- 4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

- 4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.
- 4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$3,060,000.00 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

## **SECTION 5.0: Budget and Finance**

- 5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.
- 5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.



**SECTION 6.0:      Modification**

- 6.1      This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

**SECTION 7.0:      Assignment**

- 7.1      Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

**SECTION 8.0:      Standard Terms and Conditions**

**The Sub-Grantee Certifies and Agrees to the following:**

- 8.1      **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) 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 (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2      **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3      **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.
- 8.4      **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.



- 8.4.1 **Equal Opportunity.** The Sub-Grantee 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 Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.
- 8.4.2 **Employment Verification.** The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.
- 8.4.3 **Federal Law.** Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.
- 8.4.4 **Program Specific Law.** Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.
- 8.5 **Sub-Grantee Status.** Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.
- 8.6 **Representation Regarding Contingent Fees and Gratuities.** Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.
- 8.7 **Public Records Clause.** MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to



any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be liable to the other party for disclosure of information required by court order or required by law.

- 8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.
- 8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 **Liability.** MSDH's liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute. Each party agrees to cooperate with the other party in the investigation of any claim of liability associated with this agreement.



**Section 9.0****Termination and Notice**

- 9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the "Notices" section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.
- 9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or 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, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.
- 9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME: Amy Winter  
TITLE: Office Director  
ADDRESS: Mississippi State Department of Health - Office of Tobacco Control  
570 East Woodrow Wilson Drive, Jackson, MS 39216  
E-MAIL: amy.winter@msdh.ms.gov  
TELEPHONE: 601-991-6050

For Sub-Grantee

NAME: ~~Louis King~~ Scott Clements  
TITLE: Director, Office of Healthy Schools  
ADDRESS: Mississippi Department of Education, Office of Healthy Schools  
359 North West Street, Jackson, MS 39205  
E-MAIL: ~~lkingmdek12.org~~ sclements@mdok12.org  
TELEPHONE: ~~601-359-5238~~ 601-576-4990




**Section 10.0 Enforceability**

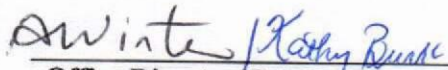
**10.1 THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER.** Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

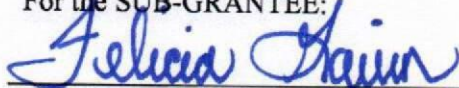
  
\_\_\_\_\_  
Chief Administrative Officer  
Contract **EXECUTED** With This Signature

12/20/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Office Director/Originator  
Contract **ACKNOWLEDGED** Only

12/19/17  
\_\_\_\_\_  
Date

For the SUB-GRANTEE:

  
\_\_\_\_\_  
Sub-Grantee Authorized Signature and Title

12/16/17  
\_\_\_\_\_  
Date

**CONFLICTS OF INTEREST***(Please attach additional pages, as needed, to address each question)*

1. List all other current contracts with MSDH. Include the dollar amount with the contract beginning and ending dates.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

Mrs. Rosemary G. Aultman, Chair	Mr. Johnny Franklin
Dr. Jason S. Dean, Vice-Chair	Dr. John R. Kelly
Dr. Carey M. Wright, Executive Secretary	Mr. Charles McClelland
Mr. Buddy Bailey	Mr. Sean Suggs
Mrs. Kami Bumgarner	
Dr. Karen Elam	

- a. Are any members of the governing body or project staff also MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.


- b. Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.


Felicia Lavin COO 12/16/17  
 SUB-GRANTEE Signature Title Date



### ADDITIONAL TERMS OF AGREEMENT


(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)


#### ATTACHMENT C: ADDITIONAL CONTRACTUAL TERMS

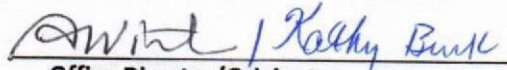
THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

  
\_\_\_\_\_  
Chief Administrative Officer  
Contract **EXECUTED** With This Signature

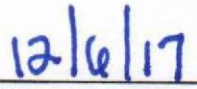
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Office Director/Originator  
Contract **ACKNOWLEDGED** Only

  
\_\_\_\_\_  
Date

For the SUB-GRANTEE:

  
\_\_\_\_\_  
Sub-Grantee Authorized Signature and Title

  
\_\_\_\_\_  
Date

## SCOPE OF WORK

N/A



## BUDGET AND JUSTIFICATION

*(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget)*

N/A

## ATTACHMENT C: ADDITIONAL CONTRACTUAL TERMS

(Use additional pages, as necessary)

### I. Foreword

During the 2007 session of the Mississippi State Legislature, the Office of Tobacco Control (OTC) was established as an administrative division of the Mississippi State Department of Health. Mississippi Code of 1972, Title 41, Chapter 113 charges the OTC with responsibility for developing and implementing a comprehensive and statewide tobacco education, prevention, and cessation program consistent with Best Practice Recommendations for Comprehensive Tobacco Control Programs issued by the Centers for Disease Control and Prevention. The spirit and the intent of this code section are clearly conveyed by the State Legislature:

*"The Mississippi Legislature recognizes the devastating impact that tobacco use has on the citizens of our state. Tobacco use is the single most preventable cause of death and disease in this country and this state. Each year, thousands of Mississippians lose their lives to diseases caused by tobacco use, and the cost to the state is hundreds of millions of dollars. Tobacco use also is a large burden on the families and businesses of Mississippi. It is therefore the intent of the Legislature that there be developed, implemented and fully funded a comprehensive and statewide tobacco education, prevention and cessation program that is consistent with the Best Practices for Tobacco Control Programs of the federal Centers for Disease Control and Prevention, as periodically amended."*

Annually, the Mississippi State Department of Health receives an appropriation of \$20 million from the State Legislature for the operations of the OTC and to fund programs in other agencies and organizations. Each year, to date, the State Legislature has appropriated more than half of the \$20 million to other agencies and organizations through specific language in the Mississippi State Department of Health's appropriation legislation. While this language clearly specifies the amount each agency will receive, it does not absolve the responsibility of each recipient agency to utilize the funding consistent with the legislation that states:

*"From the tobacco settlement installment payments that the State of Mississippi receives during each calendar year, the sum of Twenty Million Dollars (\$20,000,000.00) shall be deposited into the special fund. (3) Monies in the fund shall be expended solely for the purposes specified in Sections 13 through 17 of this act. None of the funds in the special fund may be transferred to any other fund or appropriated or expended for any other purpose."*

and

*"(4) All programs or activities funded by the State Department of Health through the tobacco education, prevention and cessation program, whether part of a component described in subsection (2) or an additional component, must be consistent with the Best Practices for Comprehensive Tobacco Control Programs of the federal Centers for Disease Control and Prevention, as periodically amended, and all funds received by any person or entity under any such program or activity must be expended for purposes that are consistent with those Best Practices. The State Department of Health shall exercise sole discretion in determining whether components are consistent with the Best Practices for Comprehensive Tobacco Control Programs of the federal Centers for Disease Control and Prevention."*

In order to carry out the provisions of the legislation, the OTC must report the utilization of funds by each agency receiving resources from the Tobacco Control Program Fund. The involvement of the OTC in the reporting procedures is validated by Attorney General Jim Hood's Opinion No. 2007-00278.

### II. Terms of the Contract

Programs and all activities must comply with Miss. Code Ann. § 41-113-3 (Paragraph 4) and § 41-113-11 (Paragraph 3) and Contractor shall undertake and complete performance of the services described in Paragraph I hereof, within the period beginning July 1, 2017 and ending no later than June 30, 2018.

Contractual provisions for the distribution of funds by the OTC in FY 2018 will include reporting requirements. The Mississippi Department of Education – Mary Kirkpatrick Haskell – Mary Sprayberry Public School Nurse Program



must agree to provide the Mississippi State Department of Health reports that accurately describe how Tobacco Control Program Funds are utilized. The Mississippi Department of Education – Mary Kirkpatrick Haskell – Mary Sprayberry Public School Nurse Program will prepare a report that clearly specifies how Tobacco Control Program Funds are utilized by the agency consistent with the provisions of MS Code of 1972 §41-113-1 through §41-113-11 and CDC Best Practice Recommendations for Comprehensive Tobacco Control Programs, as periodically emmended. Minimally, the report covering State Fiscal Years should include:

- Information about the scope and breadth of the program(s) including the type of activities and the number of individuals served by the activities;
- Specific evidence-based practices utilized;
- Specific program goals, objectives, and impact and outcome data;
- The number and type of positions directly funded with Tobacco Control Program Funds;
- The number of subcontracts/grants and identify the recipients of those grants by providing name, address and telephone number of the official responsible for administration of such funds;
- Attachments to include: Copies of any reports concerning research, any legislative reports, any official reports covering programmatic activities for the specified time period and any audit reports or findings; and
- A Certification Statement by an agency official stating that Tobacco Control Program Funds are being utilized in a manner consistent with legislative intent of MS Code of 1972 §41-113-1 through §41-113-11.

A report containing the information identified above should be updated and submitted to the Office of Tobacco control by February 28, during the applicable contract period and a final report document submitted by August 31, following the expiration of the contract period. These reports will be directly incorporated into the Office of Tobacco Control's annual legislative report. Failure of The Mississippi Department of Education – Mary Kirkpatrick Haskell – Mary Sprayberry Public School Nurse Program to report as necessary for the OTC to implement a statewide comprehensive program will be duly noted in the OTC's legislative report.

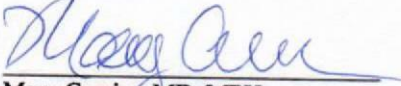
### III. Funding Amount and Payment

For State Fiscal Year 2018, the legislature designated the Department of Education to receive an amount not to exceed \$3,060,000.00 for the Mary Kirkpatrick Haskell - Mary Sprayberry Public School Nurse Program from the Tobacco Control Program Fund. Upon execution of the contract, total funds will be transferred to the State Treasury fund designated by the Contractor.


### IV. Responsibility for Claims

Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court cost and attorney's fees, arising out of this agreement and caused by the party's own principles, agents, employees, contractors, or subcontractors, while performing under this agreement. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors and providers.

### V. Signatures

  
Mary Currier, MD, MPH  
State Health Officer

12/21/17  
Date

  
Dr. Carey M. Wright, Ed.D.  
State Superintendent of Education

12/13/17  
Date