

**STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

**CONTRACTUAL AGREEMENT FOR  
LEGAL SERVICES**

**THIS AGREEMENT** made and entered into this the 19th day of August, 2022, by and between the Mississippi Department of Human Services an agency of the State of Mississippi (hereinafter referred to as "MDHS"), and JONES WALKER LLP, at 190 E. Capitol Street, Suite 800, Jackson, Mississippi, 39201, for the performance of legal services of attorneys and employees of said law firm, hereinafter individually and collectively referred to as "JONES WALKER".

**I. SCOPE OF SERVICES:** JONES WALKER will review relevant documents, meet with any and all officials, witnesses, and representatives as deemed necessary for representation of the Mississippi Department of Human Services regarding the pursuit of civil litigation styled *Mississippi Department of Human Services v. Mississippi Community Education Center, Inc., et al.*, Civil Action No. 25CI1:22-cv-00286-EFT, pending in the Circuit Court of Hinds County, Mississippi, First Judicial District.

Further, JONES WALKER shall prepare and file all necessary court documents as authorized by MDHS and the Attorney General to preserve the interests of the taxpayers and the State of Mississippi and take all actions to pursue all claims asserted by MDHS and defend all claims or counterclaims asserted against MDHS by any person, corporation, company or other entity in the above-styled litigation. JONES WALKER will copy the General Counsel and the Executive Director of MDHS as well as the Attorney General with all correspondence during the term of this agreement, including but not limited to dispositive motions, discovery requests, pleadings, and memoranda in support thereof. Before filing any pleading, discovery request, motion or response to any motion, JONES WALKER will confer with MDHS and the attorneys of the Office of the Attorney General who have been assigned to the above-styled litigation.

**II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on August 19, 2022 and shall expire on July 31, 2023.

**III. COORDINATION OF SERVICES:** JONES WALKER shall coordinate the performance of the services provided hereunder through the office of the Executive Director of MDHS, General Counsel for MDHS, and the Office of the Attorney General of the State of Mississippi, and consult with such offices on specific courses of action which should be pursued.

**IV. RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that JONES WALKER is an independent contractor and that the purchase of legal services is not based on an employer-employee relationship.

**V. SPECIFIC ATTORNEYS:** JONES WALKER shall utilize its staff and attorneys to perform the services required by this Agreement.

**VI. PAYMENT TERMS:** As full and complete compensation for the services to be provided hereunder, the MDHS will pay the JONES WALKER at the rates listed below:

\$305 per hour for Partner/Of Counsel/Senior Counsel;

\$250 per hour for Associate/Staff Attorney;

\$130 per hour for Paralegal

The total amount of this contract shall not exceed \$400,000.00, unless agreed and approved in writing by the Executive Director of MDHS, the Office of the Attorney General, and the Mississippi State Personnel Board.

Each month, JONES WALKER shall submit to the Office of the Attorney General and to the Executive Director of MDHS an invoice for payment of attorneys' fees and all authorized expenses, which shall be paid following approval by the Office of the Attorney General and the Executive Director of MDHS.

**VII. AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the MDHS to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDHS, the MDHS shall have the right upon ten (10) working days written notice to the JONES WALKER to terminate this Agreement without damage, penalty, cost or expenses to the MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**VIII. EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, JONES WALKER agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

**IX. NON-ASSIGNMENT AND SUBCONTRACTING:** The MDHS will not be independently obligated or liable under this Agreement to any party other than the JONES WALKER, the

contractor named herein. Said JONES WALKER understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the Attorney General.

**X. SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

**XI. MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by law.

**XII. TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, JONES WALKER shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

**XIII. NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of this Agreement.


**XIV. 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 of Mississippi. The Agreement shall comply with applicable federal, state and local laws and regulations.

**XV. COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT (MEPA):** JONES WALKER represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. JONES WALKER agrees to maintain records of such compliance and, upon request of the State of Mississippi 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. JONES WALKER 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. JONES WALKER understands and agrees that any breach of these warranties may subject JONES WALKER 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 JONES WALKER 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, JONES WALKER would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

**MISSISSIPPI DEPARTMENT OF  
HUMAN SERVICES**


By:   
Robert G. ("Bob") Anderson  
Executive Director

**JONES WALKER LLP**

By: \_\_\_\_\_  
Kaytie M. Pickett  
Partner

APPROVED:

**OFFICE OF THE ATTORNEY GENERAL**

By:   
LYNN FITCH, ATTORNEY GENERAL  
STATE OF MISSISSIPPI

Date: \_\_\_\_\_

**MISSISSIPPI STATE PERSONNEL BOARD**

By:   
Chairman

Date: 8/18/2022