Amendment #3 to
Professional Services Contract
Between the Office of the State Auditor and
Cornerstone Consulting Group, Inc.

This document (hereinafter referred to as "Amendment Number 3") shall serve to amend the original Professional Services Agreement executed July 1, 2015, between Cornerstone Consulting Group, Inc. and the Office of the State Auditor.

Cornerstone Consulting Group, Inc. and the Office of the State Auditor, by entering into this Amendment Number 3, mutually agree that the following provisions shall modify the aforementioned Agreement.

Contract Period of Performance

This article is hereby amended so as to renew the Agreement for an additional term to begin July 1, 2018 and continuing through the close of business on June 30, 2019.

Consideration

The original article is hereby replaced with the following:

As consideration for the performance of all services listed in the Contractor's Scope of Services of this Agreement, Contractor shall receive compensation based on an hourly rate of eighty three dollars ($83.00) for services rendered in Fiscal Year 2016 and eighty-five dollars ($85.00) for services rendered in Fiscal Year 2017, Fiscal Year 2018 and Fiscal Year 2019 not to exceed a total amount of thirty-five thousand dollars ($35,000).

All other terms and conditions of the Agreement executed July 1, 2015, shall remain unchanged and in full force and effect.

MISSISSIPPI OFFICE OF STATE AUDITOR

Stacy E. Pickering
State Auditor

Date: 6/6/18

CORNERSTONE CONSULTING GROUP, INC.

Denise B. De Rossette
President

Date: 6-7-18

CONTRACTUAL AGREEMENT

THIS AGREEMENT made and entered into this the 10th day of June 2015, by and between the OFFICE OF THE STATE AUDITOR of the State of Mississippi, 501 North West Street, Suite 801, Jackson, Mississippi 39201, hereinafter "OSA", and CORNERSTONE CONSULTING GROUP, INC., a Mississippi Corporation, located at 101 Merlot Cove Clinton, Mississippi 39056, hereinafter "Contractor", to provide services as outlined herein below.

WITNESSETH:

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

1. **CONTRACTOR'S SCOPE OF SERVICES:**

   Consulting Services:

   - Provide consulting and training as requested for the Administrative and/or Audit staff as requested.
   - Provide accounting and budgetary support as needed for the agency operations.
   - Provide additional tasks as directed.

   No consulting services tasks shall be performed without the prior approval and direction of the State Auditor or his designee.

   Cost Allocation Plan

   - Prepare the cost allocation plan for the Agency's billing system.
   - Prepare a schedule of federal funds and their percentages for each agency receiving federal funds to be utilized in the Office's billing system.
   - Provide a schedule of federal funds for each school district.

2. **PERIOD OF PERFORMANCE:** The period of performance of services under this Agreement shall begin on July 1, 2015 and shall expire on June 30, 2016.

3. **CONSIDERATION:** As consideration for the performance of the Consulting Services Scope of Service portion of this Agreement, Contractor shall receive compensation based on an hourly rate of eighty three dollars ($83.00) not to exceed a total amount of ten thousand dollars ($10,000.00).

   Services for the Cost Allocation Plan Scope of Services shall be performed for a fixed fee of $4,750.

4. **PAYMENT:** OSA 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.

5. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of OSA 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 OSA, OSA 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 OSA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

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

7. **AUTHORITY TO CONTRACT:** Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

8. **CONFIDENTIALITY:** Contractor hereby agrees to assure the confidentiality of any records obtained from OSA or from the State Personnel Board (SPB) for OSA, as required by state and federal privacy laws. No information, documents or other material provided to or prepared by Contractor deemed confidential by OSA 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 OSA. Any liability resulting from any wrongful

disclosure of confidential information on the part of Contractor shall rest with Contractor.

Confidential Information shall mean (a) those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential, and (b) all data and information which Contractor acquires as a result of its contact with and efforts on behalf of OSA and any other information designated in writing as confidential by OSA. 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 Contractor or its Subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor without the express written approval of OSA shall result in the immediate termination of this agreement and the availability to OSA of any and all remedies at law or in equity.

9. **INDEMNIFICATION:** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate OSA 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 Contractor and/or its partners, principals, agents, and employees in the failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

10. **INDEPENDENT CONTRACTOR STATUS:** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for OSA or the State. Nothing contained herein shall be deemed or construed by OSA, 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 OSA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of OSA or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of OSA 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.

OSA shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, OSA shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

11. **MODIFICATION OR AMENDMENT:** This agreement may be modified, altered or changed only by written agreement signed by the parties hereto.

12. **TERMINATION:** OSA may terminate this Contract with or without cause upon ten (10) days written notice to the Contractor. The Contractor may terminate this Contract with cause upon thirty (30) days written notice to OSA.

13. **APPLICABLE LAWS:** 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 venue for resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor shall comply with applicable federal, state and local laws and regulations. Contractor expressly agrees that under no circumstances shall OSA be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights that OSA may have and such rights cannot be waived or limited by this agreement.

14. **COMPLIANCE WITH LAWS:** Contractor understands that OSA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, sex, age, national origin, 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 this agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

15. **FAILURE TO ENFORCE:** Failure by OSA, at any time, to enforce the provisions of the agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the agreement or any part thereof or the right of OSA to enforce any provision at any time in accordance with its terms.

16. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **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.

18. **TRANSPARENCY:** In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: https://merlin.state.ms.us

19. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

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

MISSISSIPPI OFFICE OF THE STATE AUDITOR	CORNERSTONE CONSULTING GROUP, INC.
_____	_____
STACEY E. PICKERING State Auditor	DENISE B. DEROSSETTE President
DATE:_____	DATE:_____