CONTRACT BETWEEN MISSISSIPPI OFFICE OF THE STATE AUDITOR AND CLIFTON, LARSON, ALLEN, LLP

THIS CONTRACT is between the Mississippi Office of the State Auditor, hereinafter referred to as the State, and Clifton, Larson, Allen, LLP, hereinafter referred to as the Contractor.

WITNESSETH: In consideration of the mutual promise herein contained, the parties hereto have agreed and hereby contract as follows:

- A. The Contractor agrees to perform the following services:
 - 1. To conduct a two-day training course for the employees of the Mississippi Office of the State Auditor on April 26-27, 2022, containing the following topics:
 - Fraud in Government, Data Analytics, Preparing Financial Statements, Internal Controls, IT Audit, AICPA Changed, ARPA, and New GASB Standards
 - 2. To provide the instructor to conduct the course and one copy of the handout for the course.
- B. The State agrees to compensate the Contractor as follows:
 - 1. The State will pay the Contractor a fee of \$30,000 for the services provided hereunder. Contractor is responsible for travel expenses and consulting fee for the instructor.
 - Payment to the Contractor shall be made after the Contractor has completely performed his duties under this contract and after receipt of invoices for services performed.
 - 3. In no event shall the liability of the State under this contract exceed a total of \$30,000.
- C. The parties further agree that the following shall be essential terms and conditions of this contract:
 - 1. The State agrees to provide a suitable facility to conduct the course described in Section A above.
 - 2. The term of this contract shall be for the date of April 26-27, 2022.
 - 3. This contract may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
 - 4. There shall be no discrimination against any employee who is employed in the work covered by this contract or against any applicant for such employment, because of race, color, religion, sex, ancestry or national origin, age, marital status, or physical or mental handicap unrelated to the services required under this contract.

5. This contract may be modified only by written amendment executed by all parties hereto.

In witness whereof, the parties have hereto set their signatures.

Bill Early, Principal

Clifton, Larson, Allen, LLP

Date: 4/12/2022

Jason Ashley

Deputy Director Financial & Compliance

Date: 4/12/2022