

OSA CONTRACT WORKER CONTRACTUAL AGREEMENT

THIS AGREEMENT made and entered into this the 1st (day) of March 2023, by and between the OFFICE OF THE STATE AUDITOR, an agency of the State of Mississippi, (hereinafter "OSA") and Patrick Dendy, thereafter "Contract Worker" for the performance of duties in support of OSA.

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. **SCOPE OF SERVICES:** The Contract Worker shall serve as in support of the State Auditor and discharge such duties as may be assigned by the State Auditor or his designee. However, the Contract Worker will specifically assist in the conduct of the Technical Assistance Division.
2. **PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on March 1, 2023 "Commencement Date," and shall expire on June 30, 2023, "Expiration Date."
3. **COORDINATION OF SERVICES:** The Contract Worker shall coordinate the performance of its services, including, but not limited to, courses of action, with the appropriately assigned manager. The manager will be assigned after the commencement date.
4. **RELATIONSHIP OF THE PARTIES:** It is expressly understood and agreed that the Contract Worker is employed as a contract worker according to the guidelines from the Internal Revenue Service and the Mississippi State Personnel Board and not an independent contractor. As a contract worker, the Contract Worker shall not be eligible to receive personal and medical leave and shall not be eligible for benefits under the State Employee's health insurance plan. As a contract worker, the Contract Worker shall not be considered a "state service employee" and shall not be eligible for the procedures and protections for termination of such employee. As a contract worker of OSA, the Contract Worker shall be eligible for OSA's worker's compensation coverage. As a contract worker of OSA, the Contract Worker shall be entitled to all benefits and coverage of the Mississippi Tort Claims Act.

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5. **COMPENSATION:** As full and complete compensation for the services to be provided hereunder, the Contract Worker will be paid at the rate of twenty dollars (\$32.00) per hour. Any necessary travel will be based on a mileage allowance for use of an automobile at the maximum rate permitted by the Internal Revenue Service. The total contract, including but not limited to hourly rate and travel, shall not exceed fifteen thousand dollars (\$15,000.00).
6. **AVAILABILITY OF FUNDS:** It is expressly understood that the fulfillment of the conditions of the contract by OSA must be conditioned upon receipt of State funds, and any cessation or reduction in State funds shall, at the option of OSA, constitute grounds for the termination of this contract.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual agreement, the Contract Worker agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry, or political affiliation.
8. **APPLICABLE LAW:** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provision, and venue for resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Contract Worker shall comply with applicable federal, state, and local laws and regulations. The Contract Worker 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 the Contract Worker. Further, nothing in this contract shall affect any statutory rights that OSA may have and such rights cannot be waived or limited by contract.
9. **TRANSPARENCY:** In accordance with the Mississippi Accountability and Transparency Act of 2008, Section 27-104-151, et seq. of the Mississippi Code Annotated, as Amended, the American Accountability and Transparency Act of 2009, where applicable, and § 31-7-13, 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](https://merlin.state.ms.us).
10. **EMPLOYEE STATUS VERIFICATION SYSTEM:** The Contract Worker represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act 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-
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Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contract Worker agrees to maintain records of such compliance, and upon request of the State, to provide a copy of each such verification to the State. The Contract Worker understands and agrees that any breach of these warranties may subject the Contract Worker 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 the Inter by any 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 cancellation/termination, the Contract Worker would also be liable for any additional costs incurred by the State due to the Contract cancellation or loss of license or permit.

11. **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 this Agreement did contain that particular part, term, or provision held to be invalid.
12. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual agreement of the parties, in writing and signed by the parties hereto, and approved as required by law.
13. **TERMINATION:** Any party may terminate this contract at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof. In the event of such, the Contract Worker shall be entitled to receive just and equitable compensation for any specific services completed to the date of termination in a satisfactory manner.
14. **NON-WAIVER OF BREACH:** Failure by OSA, at any time, to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of OSA to enforce any provision at any time in accordance with its terms.
15. **CONFIDENTIAL INFORMATION:** The Contract Worker shall treat all OSA data and information to which it has access by its performance under this contract as confidential and shall not disclose such data or information to a third party without specific written consent of OSA. In the event that the Contract Worker receives notice served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, the Contract Worker shall promptly inform OSA and thereafter

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respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This article shall survive termination or completion of this contract, and shall continue in full force and effect, and shall be binding upon the Contract Worker and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this contract on behalf of, or under the rights of the Contract Worker following any termination or completion of this contract. The Contract Worker shall leave all written materials produced or received during the course of their employment at the expiration of this contract.

16. **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, 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.

OFFICE OF THE STATE AUDITOR

Shad White by [Signature]
Shad White, State Auditor
STATE OF MISSISSIPPI

3/1/2023
Date

CONTRACT WORKER

[Signature]
Patrick Dendy

3/1/2023
Date

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