

CONTRACT FOR PROFESSIONAL SERVICES

This agreement entered into as of _____, by, and between the Office of the State Auditor, State of Mississippi, hereafter referred to as the "State Auditor": the District Attorney of the _____ Circuit Court District, State of Mississippi, hereinafter referred to as the "District Attorney"; and _____, hereinafter referred to as the "Firm".

1. The State Auditor and the District Attorney desire to engage the Firm to prepare a Statement of Revenues and Expenditures Paid Non-Appropriated Funds and Independent Accountants' Report on Applying Agreed-Upon Procedures for the year ended June 30, _____, of the Office of the District Attorney. as prescribed in the District Attorney audit program promulgated by the State Auditor (see attached). The State Auditor or District Attorney may void this contract for cause at will.
2. The sufficiency of the requested procedures is solely the responsibility of the State Auditor. Consequently, the Firm makes no representation regarding the sufficiency of the procedures for the purpose for which the report has been requested or for any other purpose.

Because the Firm has not been engaged to conduct an examination, the Firm will not express an opinion on the Statement of Revenues and Expenditures Paid Non-Appropriated Funds. In addition, the Firm has no obligation to perform any procedures beyond those listed in this contract.

The Firm's engagement will not include a detailed examination of all transactions and cannot be relied upon to disclose misstatements that might exist due to error, fraud, and illegal acts. However, the Firm will inform the District Attorney of any such matters, if material, that come to the Firm's attention.

It should be understood that management of the District Attorney is responsible for the proper recording of transactions and preparation of financial statements. Management of the District Attorney is also responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management of the District Attorney is also responsible for identifying and ensuring compliance with laws and regulations applicable to its activities and for establishing and maintaining effective internal control over compliance.

The Firm will submit a report summarizing the procedures performed and the results of those procedures. The report is intended solely for the information and use of the

District Attorney and the State Auditor and is not intended to be and should not be used by anyone other than these specified parties.

If, for any reason, the Firm is unable to complete the procedures, the Firm may decline to issue a report as a result of this engagement. To facilitate the engagement, management of the District Attorney is responsible for supplying the Firm with all necessary information and for allowing access to personnel to assist in performing its services. A list of information and assistance that management will need to provide will be supplied to the District Attorney prior to the beginning of the engagement. The District Attorney's failure to provide this information and assistance in a timely manner may impair the Firm's ability to provide the service.

_____ is responsible for supervising the engagement and authorizing the signing of the reports.

3. The Firm's reports on the compiled statement will state that the compilation was performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants (AICPA). The report will state that a compilation is to assist management in presenting in the form of financial statements information that is the representation of management and that we have utilized that information without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with the applicable basis of accounting. The report will also refer to the omission of substantially all disclosures and indicate that the financial statements are not designed for those who are not informed about such matters.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control, assessing fraud risk, testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, canceled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, we will not express an opinion or provide any assurance regarding the financial statements.

The compilation is not designed to prevent or discover errors, misrepresentations, fraud, or illegal acts, and you agree that the Firm has no such responsibility. However, the Firm shall inform the District Attorney of any such matters, if material, that come to the Firm's attention.

With respect to the compiled Statement of Revenues and Expenditures Paid Non-Appropriated funds, management of the District Attorney is responsible for fair presentation and preparation of the financial statements in accordance with the cash basis of accounting and for identifying and ensuring compliance with the laws and regulations applicable to the District Attorney activities. Management of the District Attorney is also responsible for the proper recording of transactions, safeguarding of assets and for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards and establishing appropriate controls to prevent, deter and detect fraud and illegal acts.

Management of the District Attorney retains responsibility for performing management responsibilities and making management decisions. Accordingly, the Firm will routinely submit to the District Attorney journal entries, listings of transactions or other entries or changes for approval. The District Attorney should review these items and contact the Firm regarding any questions or changes that are requested to be made. If the District Attorney approves of these entries, no response is necessary.

4. The Firm shall receive as compensation for the described services fees based on the actual time spent at the standard hourly rates, not to exceed \$_____, for Applying Agreed upon Procedures and compiling the Statement of Revenues and Expenditures Paid Non-Appropriated Funds, including travel and other costs. Any additional time necessary and any additional fees charged must be approved by all parties of the original contract before any additional costs are incurred.
5. The services will be performed in conformity with the following guidelines:
 - a. Procedures Guides and Questionnaires provided by the State Auditor
 - b. Compliance with applicable laws and regulations, including, for the compilation, Statements on Standards for Accounting and Review Services issued by the AICPA, and, for the agreed-upon procedures, Attestation Standards established by the AICPA
 - c. Special items or reports prescribed by the State Auditor
6. The State Auditor has the right to reject, at any time during this contract period, any work not meeting the terms of this contract. Should the State Auditor reject any services, his authorized representative shall notify the Firm in writing of such rejection giving reason therefore. The right to reject services shall extend throughout the term of this contract.

7. The State Auditor's authorized representatives are empowered to accept and approve, or reject the services furnished by the Firm in compliance with the provisions of this contract.
8. If through any cause, the Firm shall fail to fulfill in a timely and proper manner, as determined by the State Auditor, its obligations under this contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this contract; the State Auditor or his duly authorized representative, shall thereupon have the right to terminate this contract by giving written notice to the Firm of such termination and specifying the effective date of such termination. In that event, copies of all finished or unfinished working papers, tests, surveys, checklists, forms, manuals, reports, or other materials prepared by the Firm under this contract shall become the property of the State Auditor, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
9. The State Auditor may terminate this contract at any time, for any reason other than those reasons contained in paragraph 8 above, by giving written notice to the Firm of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished and unfinished documents and other materials, as described in paragraph 8 above, shall become its property. If the contract is terminated by the State Auditor as provided herein, the Firm shall be paid an amount which bears the same ratio to the total services of the Firm covered by the contract.
10. The Firm will be paid one final payment by the District Attorney at the completion of each year's agreed-upon procedure, and upon delivery of the number of copies of the report required by the District Attorney, two (2) copies to the State Auditor and one (1) copy to each public library within the circuit court district.
11. Each of the parties to this agreement agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of the parties agrees to be bound. The costs of any mediation proceedings shall be shared equally.

12. The contract shall expire 120 days after the final services have been rendered so that any questions raised during any review may be resolved.

13. The State Auditor empowered the following to act as his duly authorized representatives:

Jeff H. Goodwin, CPA
Director, Financial and Compliance Audit

OFFICE OF THE STATE AUDITOR

Signed: _____

Title: Director, Financial and Compliance Audit

Date: _____

DISTRICT ATTORNEY

Signed: _____

Title: _____

Date: _____

CERTIFIED PUBLIC ACCOUNTANT

Signed: _____

Title: _____

Date: _____