



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **4**

to

Contract Number **071B7700019**

<b>CONTRACTOR</b>	ERNST & YOUNG LLP
	800 Yard Street, Suite 200
	Grandview Heights, OH 43212
	Dan Domenicucci
	313-628-8585
	daniel.domenicucci@ey.com
	CV0015921

<b>STATE</b>	Program Manager	Joy Nakfoor	DTMB
		517-249-0481	
		nakfoorj@michigan.gov	
	Contract Administrator	Joy Nakfoor	DTMB
		517-249-0481	
		nakfoorj@michigan.gov	

**CONTRACT SUMMARY**

**FINANCIAL ACCOUNTING AND AUDITING SERVICES - PREQU**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 1, 2016	October 31, 2019	2 - 1 Year	October 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2-years	<input type="checkbox"/>	N/A	October 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$347,693.00	\$0.00	\$347,693.00		

**DESCRIPTION**

Effective November 1, 2019 please note the following:

The State is exercising the two option years available under this Contract. The revised Contract Expiration date is October 21, 2021.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency Agreement and DTMB Central Procurement Services approval.

**STATE OF MICHIGAN  
CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909



**CONTRACT CHANGE NOTICE**

Change Notice Number **3**

to

Contract Number **071B7700019**

<b>CONTRACTOR</b>	ERNST & YOUNG LLP
	800 Yard Street , Suite 200
	Grandview Heights, OH 43212
	Dan Domenicucci
	313-628-8585
	daniel.domenicucci@ey.com
	CV0015921

<b>STATE</b>	<b>Program Manager</b>	Joy Nakfoor	SW
		(517) 249-0481	
		nakfoorj@michigan.gov	
	<b>Contract Administrator</b>	Joy Nakfoor	DTMB
		(517) 249-0481	
		nakfoorj@michigan.gov	

**CONTRACT SUMMARY**

**FINANCIAL ACCOUNTING AND AUDITING SERVICES - PREQUALIFICATION**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 1, 2016	October 31, 2019	2 - 1 Year	October 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$347,693.00	\$0.00	\$347,693.00		

**DESCRIPTION**

Effective April 25, 2019, please note:

- Contractor Contact is changed to Dan Domenicucci in Standard Contract Terms, Section 2
- Contract Administrator and Program Manager is changed to Joy Nakfoor in Standard Contract Terms, Section 2, 3, and 4.

All other terms, conditions, specifications and pricing remain the same per Contractor and Agency agreement, and DTMB Procurement approval.



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
 to  
 Contract Number 071B7700019

<b>CONTRACTOR</b>	Ernst & Young LLP
	800 Yard Street
	Grandview Heights, OH 43212
	Tammy Izzo
	614-232-7415
	tammy.izzo@ey.com
	*****5596

<b>STATE</b>	<b>Program Manager</b>	Dan Stevens	DTMB
		517-284-7049	
		StevensD6@Michigan.gov	
	<b>Contract Administrator</b>	Dan Stevens	DTMB
		(517) 284-7049	
		stevensd6@michigan.gov	

CONTRACT SUMMARY				
FINANCIAL ACCOUNTING AND AUDITING SERVICES - PREQUALIFICATION - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
November 1, 2016	October 31, 2019	2 - 1 Year	October 31, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$335,143.00	\$12,550.00	\$347,693.00		
DESCRIPTION				
Effective March 20, 2017 this Contract is hereby increased by \$12,550.00 per (Section 2, Notices) of the Standard Contract Terms. All other terms, conditions, specifications remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **071B7700019**

<b>CONTRACTOR</b>	Ernst & Young LLP
	800 Yard Street
	Grandview Heights, OH 43212
	Tammy Izzo
	614-232-7415
	tammy.izzo@ey.com
	*****5596

<b>STATE</b>	<b>Program Manager</b>	Dan Stevens	DTMB
		517-284-7049	
		StevensD6@Michigan.gov	
	<b>Contract Administrator</b>	Dan Stevens	DTMB
		(517) 284-7049	
		stevensd6@michigan.gov	

### CONTRACT SUMMARY

#### FINANCIAL ACCOUNTING AND AUDITING SERVICES - PREQUALIFICATION - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 1, 2016	October 31, 2019	2 - 1 Year	October 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
5NET5 and NET30		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

#### MINIMUM DELIVERY REQUIREMENTS

N/A

#### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,000.00	\$310,143.00	\$335,143.00		

#### DESCRIPTION

Effective December 5, 2016 the following amendments are incorporated into this Contract:

- Increase Contract Value \$310,143.00
- Add Contract Activities per attached Bid No. 107116B0009246 Integrity Oversight Monitoring (\$270,143.00)
- Add Contract Activities per Bid No. 107117B0009545 RCAM Review Process (\$40,000.00).

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

**SCHEDULE A  
STATEMENT OF WORK  
CONTRACT ACTIVITIES**

**1.010 Project Identification**

**1.011 Project Request**

The purpose of this engagement is to enter into a co-sourcing arrangement for an Integrity Oversight Monitor Coordinator to implement the oversight integrity monitoring program and perform an overall risk assessment and provide recommendations for a loss prevention strategy with respect to the expenditure of funds related to the Flint emergency. This arrangement will be overseen by Michigan's Office of Internal Audit Services (OIAS), an entity within the Department of Technology, Management, and Budget.

Any awarded Purchase Order(s) between the State and any awarded Contractor(s) is a separate document, whose terms are limited by the Contract.

**1.012 Background**

On January 5, 2016, Governor Rick Snyder declared a state of emergency for Genesee County due to ongoing health and safety issues caused by lead in the City of Flint's drinking water. By declaring a state of emergency, the Governor made available all state resources in cooperation with local response and recovery operations. In addition to the emergency declaration, the Governor activated the State Emergency Operations Center (SEOC). The SEOC is the emergency operations center for the State of Michigan and coordinates state response and recovery activities and is overseen by the Michigan State Police, Emergency Management and Homeland Security Division.

On June 29, 2016, Public Act No. 268 was approved by the Governor and filed with the Secretary of State creating the drinking water declaration of emergency reserve fund within the State Treasury. From the funds appropriated for the drinking water declaration of emergency reserve fund, the Department of Technology, Management, and Budget may contract with an Integrity Oversight Monitor to ensure legal compliance, detect misconduct, and promote best practices in the expenditure of the funds appropriated.

Currently, both the Office of the Auditor General (OAG) and OIAS has performed various oversight activities and the intent of this statement of work is to supplement and to provide leading practices to effectively coordinate the review of State expenditures related to the Flint water emergency.

- Further details regarding the public act may be obtained by reviewing:  
<http://www.legislature.mi.gov/documents/2015-2016/publicact/pdf/2016-PA-0268.pdf> (Sec. 902. (1) pages 277 & 278)
- Additional information regarding the State of Michigan's actions on Flint water are available at:  
<http://www.michigan.gov/flintwater/> (View Expenditure Tracking Report from top menu bar)

**1.020 Scope of Work and Deliverables**

**1.021 In Scope**

An engagement to co-source with the OIAS within the Department of Technology, Management, and Budget to implement the Oversight Integrity Monitoring Program and perform risk assessments of expenditure of state funds related to the Flint water emergency.

At the beginning of the engagement, the Contractor shall collaborate with both the OIAS and the OAG to understand their planned approach regarding their financial auditing and performance reviews to ensure against any duplication of efforts.

Within 60 days of the assignment the Contractor shall:

1. Conduct a fraud, waste, and abuse risk assessment and a corresponding loss prevention strategy to identify potential areas for review to ensure the appropriateness of the expenditure of funds related to the Flint Emergency.

\*\*Please note this SOW is for an overall risk assessment and loss prevention plan. Separate SOWs may be issued to perform actual monitoring and testing related to areas identified.

2. Develop an information tracking and reporting framework for the Oversight Integrity Monitoring Program.

#### 1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. The Contractor shall perform an overall risk assessment and a corresponding loss prevention strategy with respect to the expenditure of funds related to the Flint Emergency.
  - a. Overall risk assessment

Contractor's leadership team will collectively work together to coordinate a full scale, comprehensive approach to developing and conducting the risk assessment and loss prevention strategy.

Contractor will develop a risk assessment model and loss prevention strategy to improve emergency accountability, prevent duplication, and focus heavily on fraud management capabilities. The models and strategies will include a detailed assessment of internal control reviews, compliance review cost eligibility, procurement, and monitoring.

Contractor's approach:

- ▶ **Kick-off meeting** – Contractor will collaborate with OAG and OIAS to understand planned approach regarding financial auditing and performance reviews to avoid duplication of efforts. Contractor will understand appropriated funding already distributed and to be allocated, the type of oversight review that has been completed, and what risks have been identified to date. In addition, Contractor will coordinate with the Federal agencies that have performed reviews in order to eliminate duplicative efforts and understand their findings and processes for monitoring progress.
- ▶ **Data gathering** – Following the kick-off meeting Contractor will request specific information from OIAS and OAG with oversight from the State's Project Manager and Contract Compliance Inspector ("CCI"). Contractor will estimate the areas of potential risk and prioritize requested meetings with specific sub-grantees. "Sub-grantees" reference entities or agencies that have received or will receive funding through the State of Michigan as a result of the Flint water emergency.
- ▶ **Risk Assessment model development** – Contractor will develop, modified and tailor risk assessment model to meet the needs of State. Contractor will leverage model and the information provided during and following the kickoff meeting to adapt a tool and summary for assessing risks specific to the Flint water emergency. Contractor will work in collaboration with OIAS and OAG to tailor model as required in order to administer a highly comprehensive and informative assessment.
- ▶ **Risk Assessment** – Contractor will adapt the risk assessment model and collect additional data specific to the sub-grantees, project administrators, contracts and vendors with oversight from the State's Project Manager and CCI in order to perform the actual risk assessment and develop a loss prevention strategy. Contractor will need to gather information about the various sub-grantee programs, contracts and vendors who are receiving federal funds. Contractor will request information about the dollar value of contracts, whether the sub-grantee is new to managing state or federal funds, and whether the sub-grantee has had a recent (within the last three funding cycles) on-site monitoring visit. Contractor will request copies of the sub-grantee's A-133 (or equivalent) audit report to understand the effectiveness of the sub-grantee's procedures and controls, and a copy of the sub-grantee's annual budget to understand whether the amount of funding granted is significant as compared to the sub-grantee's overall budget. Contractor will conduct research and evaluations to determine whether the scope of work under the contract is unusually complex and whether any other entities or media have identified any potential risk areas related to past or current procurement or activities. This list represents examples of types of information to be requested and evaluated but will be modified as appropriate for individual sub-grantees.
- ▶ **Preparation for meetings with individual sub-grantees** – Contractor will evaluate the information described in Risk Assessment and develop a list of priority sub-grantees to include in the Overall Risk Assessment, working in conjunction with OIAS and OAG. In preparation for information gathering sessions with individual sub-grantees Contractor will develop targeted questions for key representatives designed to help evaluate certain compliance measures. Contractor will develop questions about the sub-grantee's financial management systems, reporting procedures, procurement policies, and process to determine cost eligibility under each source of funding.

- ▶ **Meetings with individual sub-grantees** – After the initial population of sub-grantees, projects or expenditures to be included in the Overall Risk Assessment is identified, Contractor will organize and facilitate onsite, prioritized meetings with various sub-grantees in order to gather information about the potential risks associated with each sub-grantee, contractor, project and vendor associated with the expenditure of funds.
- ▶ **Preliminary Overall Risk Assessment** – Contractor will organize and summarize the relevant data and information provided by each sub-grantee to be included the Overall Risk Assessment (see section 1.022 #2). Contractor will use the documentation provided by each sub-grantee as well as information gathered through research and on-site meetings to complete the risk assessment tool and identify the areas of greatest existing and future risk based on funding appropriated to date. The preliminary Overall Risk Assessment will focus on the key compliance measures identified above and will consider all available relevant information.

In developing the preliminary Overall Risk Assessment, Contractor will leverage our sector-specific Subject Matter Resource expertise as appropriate based on the amount of funding allocated to each sector-specific agency or group of agencies (for example, health and human services or water remediation).

The Overall Risk Assessment will be designed to provide the Integrity Oversight Monitors essential information to help them understand the types of risk to be monitored across the spectrum of sub-grantees.

- ▶ **Review by and discussion with OIAS and OAG** – Following the development of the preliminary Overall Risk Assessment Contractor will ask OIAS and OAG, along with others as designated by those entities, to review the Overall Risk Assessment and provide feedback. Contractor will work closely with the CCI and State’s Project Manager throughout the risk assessment process and will seek continuous input and guidance in an effort to create a comprehensive and robust assessment. If directed to do so by the CCI and State’s Project Manager Contractor team will also discuss findings with the sub-grantees and request that they review findings and provide any clarifications or corrections needed.
- ▶ **Overall Risk Assessment finalization and delivery** – After discussion with OIAS, OAG and other stakeholders as identified, Contractor will incorporate agreed-upon changes and finalize the overall risk assessment for delivery.

b. Loss prevention strategy

The risk assessment models and loss prevention strategies will be designed to improve emergency accountability, prevent duplication, and focus heavily on fraud management capabilities. The models and strategies shall include internal control reviews, compliance and cost eligibility reviews, and mechanisms to advise OIAS and OAG on existing and future procurement activities.

- ▶ **Development of loss prevention strategy** – Contractor team will first work with OIAS and OAG to define the goals of the strategy. Contractor will develop and implement procedures to detect or prevent irregularities or other potential issues that may lead to the fraud, waste and abuse of funding. This strategy will also include steps to help sub-grantees mitigate the potential for such issues. The development of the loss prevention strategy will be overseen by Matt Jadacki.
- ▶ In addition to identifying issues, Contractor will make recommendations to correct issues as they are identified to minimize the likelihood of discrepancies in the future. Contractor will provide management reports (or ‘flash reports’) that outline corrective action(s) for each issue identified. If directed to do so by OIAS and OAG, Contractor team will provide recommendations and assist sub-grantees in identifying solutions to implement corrective actions as needed.
- ▶ **Review by and discussion with OIAS and OAG** – Following the development of the loss prevention strategy, Contractor will discuss recommended changes to the loss prevention strategy. As with the overall risk assessment, Contractor will work closely with the CCI or designee and the State’s Project Manager throughout the development process of the loss prevention strategy to seek feedback.
- ▶ **Loss prevention strategy finalization and delivery** – Contractor will collaborate with the CCI and OIAS and OAG as requested to discuss any issues and options for corrective action.
- ▶ Contractor will meet with those sub-grantees responsible for managing funding to discuss corrective actions at the discretion of the CCI, OIAS and OAG.

- ▶ Contractor will continuously evaluate any new information provided and maintain an electronic tracker of corrective actions implemented, to assist the Integrity Monitors in determining the status of and evaluating the progress of any such actions. Contractor will provide this tracker to allow the Integrity Monitors to maintain a listing of documentation and information going forward.
- 2. The Contractor shall develop a tracking and reporting framework to ensure sufficient information is obtained for aggregating oversight integrity monitoring services and activities provided by all Oversight Integrity Monitors.

Contractor team will develop a detailed inventory of funding that has been spent, encumbered, or obligated including the corresponding sub-grantees, contractors, vendors and other funding recipients. As additional funding is received, it will be critical to maintain a live detailed tracking of that funding and the respective sub-grantees and projects associated with that funding.

The tracking and reporting framework utilized by Contractor team and adapted for this project will be displayed in a format that can be easily updated and shared, to include a high level summary reporting metrics that will be included in weekly written progress reports submitted to the CCI (see section 1.042). Contractor will incorporate reporting suggestions from the CCI, the State's Project Manager, OIAS and OAG as they are provided.

Contractor will work to efficiently organize the large volume of information received via a comprehensive tracker of documentation received directly from each sub-grantee or through the State's web-based repository. The tracker includes the name of the sub-grantee and contract, source of the information, document title, and a description of the document contents to help expedite the search for relevant information applicable to each contract.

- 3. The Contractor shall work primarily through OIAS and State Budget Office staff to gain a sufficient understanding of existing approved appropriations of State funds to identify those business operations most susceptible to irregular or fraudulent activity.
- 4. The Contractor shall communicate with and coordinate its activities with the OAG and OIAS to ensure against any duplication of integrity monitoring efforts among state, local and federal governmental entities and other entities contracted for integrity monitoring services.

Contractor shall identify stakeholders within each group respectively and meet weekly with the CCI or its designee and the State's Project Manager as requested. Contractor must meet first with representatives from OAG and OIAS.

As described in section 1.042, Contractor team will submit weekly reports to the CCI, the State's Project Manager, and any additional identified stakeholders within OAG and OIAS. These reports will detail recent activities, key issues, next steps and additional information needed. This report will provide sufficient detail to enable the OAG and OIAS to cross-reference the activities with information provided by state, local and federal governmental entities and other entities contracted for integrity monitoring services. Should any potential overlap be identified, Contractor will work with OAG and OIAS and the other entities, as directed by OAG and OIAS, to appropriately divide responsibilities and transition knowledge gained to date.

- 5. Contractor shall be required to fully cooperate with the State and provide all documentation and/or working papers developed by the Contractor in assisting the State and any of its political subdivisions in litigating or responding to any matter before any federal or State court or federal, State, or local regulatory agency that is related to the contractor work.

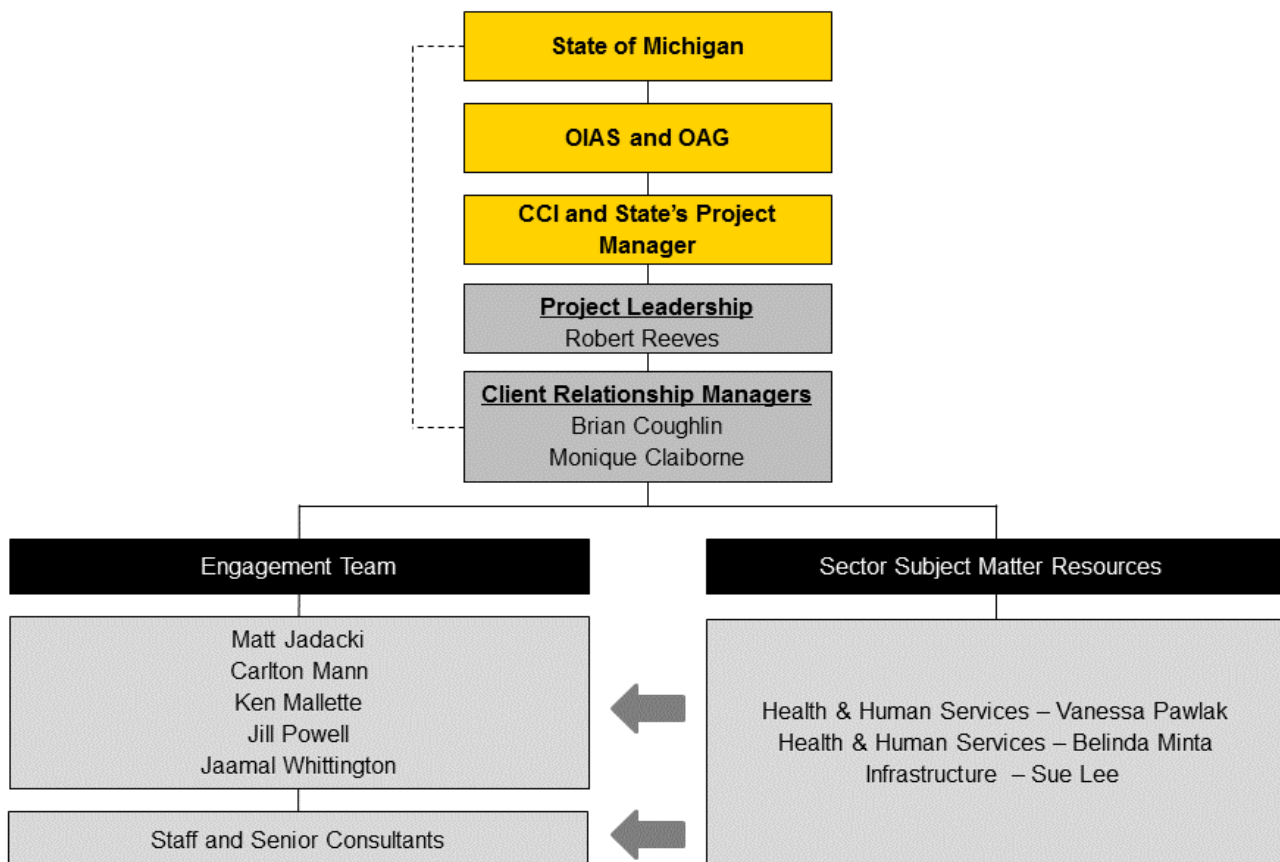


## 1.030 Roles and Responsibilities

### 1.031 Contractor Staff, Roles, and Responsibilities

1. Contractor staff who will be involved in the assessments:

<b>Project Leadership</b>		
<b>Name</b>	<b>Role</b>	<b>Responsibilities</b>
Robert Reeves	Project Leader	Project management / oversight
Brian Coughlin	Client Relationship Manager	Local coordination of engagement team resources and activities
Monique Claiborne	Client Relationship Manager	Local coordination of engagement team resources and activities
Jill Powell	Senior Manager	Work stream management and strategic analysis – integrity monitoring and strategic planning and program analysis
Jaamal Whittington	Manager	Work stream management and strategic analysis – integrity monitoring and strategic planning and program analysis
Matt Jadacki	Subject Matter Resource	Subject matter guidance and analysis – integrity oversight monitoring
Carlton Mann	Subject Matter Resource	Subject matter guidance and analysis – strategic planning and program analysis
Ken Mallette	Subject Matter Resource	Subject matter guidance and analysis – local disaster response
Vanessa Pawlak	Subject Matter Resource	Subject matter guidance and analysis – health and human services
Belinda Minta	Subject Matter Resource	Subject matter guidance and analysis – health and human services
Sue Lee	Subject Matter Resource	Subject matter guidance and analysis – infrastructure



2. Contractor staff who will be involved in the development of the assessments must include specific expertise and relevant certifications regarding forensic accounting, integrity monitoring, engineering services, water remediation and other experiences that will help form the basis for the assessments.
3. Contractor must identify any potential conflicts of interest in performing the assessment described in this SOW.

**1.032 State Staff, Roles, and Responsibilities**

Contract Compliance Inspector (CCI): The State’s CCI provides oversight and monitoring of the selected Contractor’s adherence to the terms and conditions of this project and the Contract.

Project Manager: The State’s Project Manager will monitor the project activities.

**1.040 Project Plan**

**1.041 Project Plan Management**

1. The Contractor will carry out this project under the direction and control of the CCI or designee.
2. Although there will be continuous liaison with the Contractor team, the CCI or designee will meet no less than weekly, or as requested by the CCI or designee, with the Contractor’s Project Manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise. The State of Michigan also maintains an overall Program Management Director in the Governor’s Office who will be a liaison to the project.
3. Draft project plan for the deliverables in section 1.022:

Task	Description	Hours	Week							
			1	2	3	4	5	6	7	8
1	Kick-off meeting with OIAS and OAG to plan approach	8								
2	Data gathering and Overall Risk Assessment model approval	240								
3	Risk Assessment and meetings with individual sub-grantees	280								
4	Risk model population and development of preliminary Overall Risk Assessment	202								
5	Overall Risk Assessment review by and discussion with OIAS and OAG	40								
6	Overall Risk Assessment finalization and delivery	40								
7	Development of loss prevention strategy	198								
8	Loss prevention strategy review by and discussion with OIAS and OAG	32								
9	Loss prevention strategy finalization and delivery	40								
10	Development of tracking and reporting framework	198								
11	Tracking and reporting framework review by and discussion with OIAS and OAG	32								
12	Tracking and reporting framework finalization and delivery	40								
	<b>Total</b>	<b>1,350</b>								

**1.042 Reports**

The Contractor must submit written weekly progress reports to the CCI of the work accomplished during the contract period. Reports should contain at a minimum, weekly key objectives, prior week’s key objectives, “red” flag issues, and notification of any significant deviation from previously agreed-upon work plans. In addition, the Contractor shall submit reports as set forth in Sec. 902 (6) and (7), PA 268 of 2016.

**1.050 Acceptance**

The State will use the following criteria to determine acceptance of the Contract Activities:

1. Weekly progress reports are completed in full and submitted according to the requirements and direction of the State’s Project Manager.

2. Summary reports as required by Sec. 902(6) and (7), PA 268 of 2016.
3. Delivery of the following reports as defined in Section 1.022:
  - a. Fraud, waste and abuse risk assessment
  - b. Loss prevention strategy
  - c. Oversight Integrity Monitoring program tracking and reporting framework

## **1.060 Proposal Pricing**

### 1.061 Proposal Pricing

1. For authorized Services and Price List, see Schedule B, Pricing Matrix.
2. Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.
3. Invoicing and payment will occur upon Acceptance of the final risk assessment and loss prevention strategy and tracking and reporting framework, as specified in Section 1.050 above.

# STATE OF MICHIGAN

Buy4Michigan Bid No. 107116B0009246  
Co-Sourcing Arrangement for Integrity Oversight Monitoring  
for the Flint Emergency

## SCHEDULE B PRICING MATRIX

- Pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State.
- Contractor must provide pricing per Deliverable and must not exceed hourly rates provided in Exhibit C of the Contract.

Deliverable			Price
<b>A. Fraud, Waste and Abuse Risk Assessment</b>			
Position Classification(s) included in Deliverable 1a.	Hourly Rate	Hours	Extended Price
Project Leader	\$ 307	13	\$ 3,978
Client Relationship Manager	\$ 307	2	497
Subject Matter Resource	\$ 298	44	13,033
Project Management - Senior Manager	\$ 287	24	6,983
Project Management – Manager	\$ 261	160	41,793
Engagement Team – Senior	\$ 199	203	40,255
Engagement Team – Staff	\$ 152	365	55,564
<b>TOTAL COST – DELIVERABLE 1a.</b>			<b>\$ 162,104</b>

<b>B. Loss Prevention Strategy</b>			
Position Classification(s) included in Deliverable 1b.	Hourly Rate	Hours	Extended Price
Project Leader	\$ 307	5	\$ 1,657
Subject Matter Resource	\$ 298	14	4,023
Project Management - Senior Manager	\$ 287	8	2,328
Project Management - Manager	\$ 261	54	14,072
Engagement Team - Senior	\$ 199	68	13,418
Engagement Team - Staff	\$ 152	122	18,521
<b>TOTAL COST – DELIVERABLE 1b.</b>			<b>\$ 54,019</b>

<b>C. Tracking and Reporting Framework</b>			
Position Classification(s) included in Deliverable 2.	Hourly Rate	Hours	Extended Price
Project Leader	\$ 307	5	\$ 1,657
Subject Matter Resource	\$ 298	14	4,023
Project Management - Senior Manager	\$ 287	8	2,328
Project Management - Manager	\$ 261	54	14,072
Engagement Team – Senior	\$ 199	68	13,418
Engagement Team - Staff	\$ 152	122	18,521
<b>TOTAL COST – DELIVERABLE 2.</b>			<b>\$ 54,019</b>

<b>TOTAL PRICE</b> (sum of Deliverables 1a, 1b and 2)		<b>\$</b>	<b>270,143</b>
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Form No. DTMB-3522 (Rev. 10/2015)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract change will not be executed unless form is filed

**STATE OF MICHIGAN**  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
 PROCUREMENT

525 W. ALLEGAN STREET  
 LANSING, MI 48933

P.O. BOX 30026  
 LANSING, MI 48909

NOTICE OF CONTRACT NO. **071B7700019**

between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Ernst & Young LLP One Kennedy Square, Suite 1000 Detroit MI, 48226	Gaurav Malhotra	gaurav.malhotra@ey.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	312-879-4020	001

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Dan Stevens	517-284-7049	StevensD6@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Dan Stevens	517-284-7049	StevensD6@michigan.gov

**CONTRACT SUMMARY**

**DESCRIPTION:**

**Financial Accounting and Auditing Services – Prequalification - Statewide**

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	11/1/2016	10/31/2019	2, 1-year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
5 NET 5, NET 30	N/A	N/A	

**ALTERNATE PAYMENT OPTIONS**

P-card       Direct Voucher (DV)       Other

**EXTENDED PURCHASING**

Yes       No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**MISCELLANEOUS INFORMATION**

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #0271147213B0000066. Orders for delivery will be issued directly by the State through the issuance of a Purchase Order Form.

<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>	<b>\$65,000.00</b>
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**For the Contractor:**

\_\_\_\_\_  
[Redacted],  
**Contract Administrator**  
[Redacted]

\_\_\_\_\_  
**Date**

**For the State:**

\_\_\_\_\_  
**Tom Falik, Services Division Director**  
**DTMB Procurement**  
**State of Michigan**

\_\_\_\_\_  
**Date**



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“Contract”) is agreed to between the State of Michigan (the “State”) and Ernst & Young LLP (“Contractor”), a Michigan Limited Liability Partnership. The approximate Contract effective date is November 1, 2016 (“Effective Date”), and unless terminated, expires on October 31, 2019.

This Contract may be renewed for up to two additional one year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “Contract Activities”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

<b>If to State:</b>	<b>If to Contractor:</b>
Dan Stevens 525 W. Allegan ST., 1 <sup>st</sup> Floor Lansing, MI 48909 StevensD6@michigan.gov 517-284-7049	Gaurav Malhotra One Kennedy Square, Suite 1000 Detroit MI, 48226 <a href="mailto:gaurav.malhotra@ey.com">gaurav.malhotra@ey.com</a> (312) 879-4020

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Dan Stevens 525 W. Allegan ST., 1 <sup>st</sup> Floor Lansing, MI 48909 StevensD6@michigan.gov 517-284-7049	Gaurav Malhotra One Kennedy Square, Suite 1000 Detroit MI, 48226 <a href="mailto:gaurav.malhotra@ey.com">gaurav.malhotra@ey.com</a> (312) 879-4020

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Dan Stevens 525 W. Allegan ST., 1 <sup>st</sup> Floor Lansing, MI 48909 StevensD6@michigan.gov 517-284-7049	Gaurav Malhotra One Kennedy Square, Suite 1000 Detroit MI, 48226 <a href="mailto:gaurav.malhotra@ey.com">gaurav.malhotra@ey.com</a> (312) 879-4020



5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<p><u>Minimal Limits:</u></p> <p>\$1,000,000 Each Occurrence Limit</p> <p>\$1,000,000 Personal &amp; Advertising Injury Limit</p> <p>\$2,000,000 General Aggregate Limit</p> <p>\$2,000,000 Products/Completed Operations</p> <p><u>Deductible Maximum:</u></p> <p>\$50,000 Each Occurrence</p>	<p>Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.</p>
<b>Automobile Liability Insurance</b>	
<p><u>Minimal Limits:</u></p> <p>\$1,000,000 Per Occurrence</p>	<p>Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.</p>
<b>Workers' Compensation Insurance</b>	
<p><u>Minimal Limits:</u></p> <p>Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
<b>Employers Liability Insurance</b>	
<p><u>Minimal Limits:</u></p> <p>\$500,000 Each Accident</p>	

<p>\$500,000 Each Employee by Disease</p> <p>\$500,000 Aggregate Disease.</p>	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<p><u>Minimal Limits:</u></p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Annual Aggregate</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>
<b>Crime (Fidelity) Insurance</b>	
<p><u>Minimal Limits:</u></p> <p>\$1,000,000 Employee Theft Per Loss</p>	<p>Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as Loss Payees.</p>
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<p><u>Minimal Limits:</u></p> <p>\$3,000,000 Each Occurrence</p> <p>\$3,000,000 Annual Aggregate</p> <p><u>Deductible Maximum:</u></p> <p>\$50,000 Per Loss</p>	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the

Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
Cashiering  
P.O. Box 30681  
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Reserved**

18. **Reserved**

19. **Reserved**

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract

Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject

of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **Reserved**
31. **State Data.**
- a. **Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
  - b. **Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
  - c. **Extraction of State Data.** Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
  - d. **Backup and Recovery of State Data.** Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
  - e. **Loss of Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State;

(c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

**32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief



against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

**33. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

**34. Reserved**

**35. Reserved**

- 36. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved**
- 41. Reserved**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Exhibit A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Exhibit A – Statement of Work; (b) second, Exhibit A – Statement of Work as of the Effective Date; and (c) third, exhibits and schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

## BACKGROUND

This is a Contract to pre-qualify Contractors for financial accounting, integrity oversight monitoring or auditing services for State Departments and MiDEAL members (authorized local units of government) on a fast-track, as-needed basis. The Contractor must primarily provide services to Department of Technology, Management & Budget (DTMB).

Department of Technology, Management and Budget, under the direction of Office of Performance and Transformation (OPT), State Budget Office (SBO), and Office of Internal Audit Services (OIAS), herein after collectively referred to as "DTMB" provides independent and objective assurance and consulting services to State departments and agencies which are designed to improve the operations of the State of Michigan. DTMB assists the State in attaining its objectives by bringing a systematic, disciplined approach to examine, evaluate, and improve the effectiveness of the risk management, control, and governance processes. DTMB needs to ensure the State can deploy the appropriate level of expertise to address emerging risks within the State and forthcoming legislation that could require an integrity oversight monitor (a private entity that contracts to provide specialized services to ensure legal compliance, detect misconduct, and promote best practices in the administration of recovery and rebuilding projects, which services may include, but shall not be limited to, investigative, accounting, forensic accounting, engineering, other professional specialties, risk assessment, developing compliance system constructs, loss prevention, monitoring, contract managers, and independent private inspectors general) for local municipalities. For additional integrity oversight monitor information refer to pages 277-278 of the following link:  
<http://www.legislature.mi.gov/documents/2015-2016/publicact/pdf/2016-PA-0268.pdf>

The scope of services subsequent statement of works may include but not limited to the following:

- a. Reviewing the reliability and integrity of financial and operating information and the means used to identify, measure, and report such information.
- b. Reviewing the internal control systems established to ensure compliance with policies, plans, procedures, laws, and regulations that could have a significant impact on the State's operation and reporting on the State's compliance with them.
- c. Reviewing the means of safeguarding assets and, as appropriate, verifying the existence of such assets.
- d. Assisting with the investigation of financial and operating irregularities or suspected fraud within departments or agencies.

Work performed will be on an "as-needed" basis and project frequency will be wholly dependent on the need for services as outlined herein.

## SCOPE

The Contractor(s) must provide Financial Accounting, Integrity Oversight Monitoring or Accounting Services. Initially, this Contract will service the needs of DTMB's OPT, SBO, and OIAS, but will be open to statewide needs.

- A. After formalizing a comprehensive Statement of Work (SOW) and Request for Proposal (RFP), prequalified Contractor qualifications and availability will be evaluated for each contracting effort. The RFP will identify the SOW, period of performance, deliverables, unique service levels, specific response information required, additional insurance requirements, and any special terms and conditions. DTMB will send out the solicitation to pre-qualified Contractors. These Contractors must respond directly to DTMB within the timeframe specified in the RFP. DTMB will evaluate the responses and determine the Contractor that will provide the best overall value for the RFP.

### 1. General Requirements

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work:

- A. Provide financial accounting, integrity oversight monitoring or auditing services as required by each SOW issued by DTMB. Services may include, but not be limited to, the following:

1. Cash Management
2. Forensic Accounting/Auditing
3. Budgeting
4. Financial Forecasting
5. Internal Controls
6. Managing Pensions
7. Administering Payroll
8. Tax Collection
9. Tax Assessing
10. Managing Debt/Issuing Public Debt
11. Applying for Grants/Administering Grant Monies
12. Cybersecurity
13. Information Technology Systems

- B. Each SOW will contain unique service levels and requirements.
- C. The State will issue each SOW to pre-qualified Contractors. The SOW will identify the deliverables, period of performance, specific response information required, work evaluation and payment criteria, and any additional terms and conditions that may apply to that SOW. The process for the State issuing and the Contractor(s) responding to an SOW follows:
1. Issue an SOW to pre-qualified Contractors with a timeline including due dates for questions, due dates for responses, and period of performance.
  2. Contractor responses must follow criteria required in each SOW, and Contractor pricing must not exceed rates provided in Exhibit C.
  3. The State's selection will be based on a best value evaluation using the criteria identified in the SOW. Other selection criteria or tools which may be in the best interest of the State may be utilized to make a selection.
- D. End of Contract Data Conversion Responsibility: At the expiration or termination of this Contract, the Contractor must work with State and/or local unit of government personnel to ensure the transitional and operational continuity of the services under this Contract. The Contractor agrees to assist the State for a reasonable period of time that in no event will exceed 60 days after the expiration or termination date of this Contract and to assign key personnel as needed to assist in the transition. Key system staff will be available to ensure data integrity and system continuity (also see section 25 of standard contract terms).
- E. If the Contractor receives a subpoena for any information related to services under contract, the Contractor must contact the Program Manager immediately.
- F. The Contractor may be requested to provide legislative testimony.
- G. The Contractor must keep costs down to the lowest amount possible by using Contractor staff appropriately throughout the course of project work; be responsible for its own supplies and equipment to perform and complete each project; and work under the direction of DTMB or others designated by DTMB.
- H. The Contractor will be subject to the security procedures outlined in the State of Michigan Standard Terms and Conditions.
- Contractor personnel proposed for any SOW must satisfy the security requirements for the agencies or local unit in which they will be working. This may include signing the security forms. Any agency specific requirements will be identified in the SOW.
- I. The Bidder's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

[Contractor must ensure the security of State facilities and perform background checks.](#)

## 2. Acceptance

Unless otherwise provided for in the SOW/RFP document, Acceptance will be determined following the criteria outlined in the State of Michigan Standard Terms and Conditions (Section 16).

### 3. Staffing

#### A. Contractor Representative

1. The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

Contractor Representative follows:

Gaurav Malhotra  
[gaurav.malhotra@ey.com](mailto:gaurav.malhotra@ey.com)  
(312) 879-4020.

2. The Contractor must notify the Contract Administrator at least 14 calendar days, in advance, before removing or assigning a new Contractor Representative.

#### B. Customer Service Number

The Contractor must provide a phone number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 7:00 am to 6:00 pm EST.

#### C. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST, and possible night and weekend hours depending on the requirements of the SOW requirements. Specific work schedules will be provided with each SOW. No overtime will be authorized or paid. The State reserves the right to modify the work hours in the best interest of the project. Contractors must observe the same standard holidays as State employees. The Contractor will not be compensated for holiday pay. Contractors will not be reimbursed for travel expenses or travel time.

#### D. Key Personnel

1. The Contractor must appoint one individual who will be directly responsible for the day-to-day operations of the applicable SOW ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the SOW contractual requirements, and respond to State inquiries within 48 hours.
2. With each individual SOW/RFP, the Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.
3. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.
4. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

a. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

b. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

**E. Reserved**



**F. Disclosure of Subcontractors**

1. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities, including but not limited to names, titles, and credentials of the subcontractor's staff.

The relationship of the subcontractor to the Contractor. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor. Of the total bid, the price of the subcontractor's work.

**4. Project Management**

**A. Project Plan**

1. Within five business day of the award of any SOW, the Contractor must submit, for final approval, a detailed project plan to the Program Manager. The final Project Plan must be in agreement with the Contractor's SOW proposal and accepted by the State. Detailed requirements will be outlined in the SOW but should identify items such as the required personnel; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information, and the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated as outlined in the Contract. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

**B. Meetings**

1. Although there will be continuous liaison with the Contractor team, the Program Manager will meet quarterly as a minimum, or as requested by the State, with the Contractor for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise. The State may require other meetings, as it deems appropriate.

**C. Reporting**

Reporting requirements will be identified in the SOW/RFP and may include but not be limited to, analysis in the form of summaries, reports, spreadsheets, or as otherwise requested.

**5. Pricing**

Pricing is firm for the entire length of the Contract. Contractor pricing, for any SOW/RFP, must not exceed rates provided in Exhibit C. Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [http://www.michigan.gov/dtmb/0,5552,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html) for current rates.

**6. Ordering**

**A. Authorizing Document**

The appropriate authorizing document for the Contract will be a purchase order.

**7. Invoice and Payment**

**A. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) blanket purchase order; (c) purchase order; (d) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

The State reserves the right to request additional invoicing requirements in the SOW/RFP.

**B. Payment Methods**

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT).

**C. Procedure**

Final pricing will be submitted per the SOW/RFP requirements.

**8. Transition**

End of Contract Data Conversion Responsibility: At the expiration or termination of this Contract, the Contractor must work with the State to ensure the transitional and operational continuity of the services under this Contract. The Contractor agrees to assist the State for a reasonable period of time that in no event will exceed 90 days after the expiration or termination date of this Contract and to assign key personnel as needed to assist in the transition.

**9. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$500 and an additional \$1,000 per day for each day Contractor fails to remedy the late or improper completion of the Work in Exhibit A and SOW requirements.

**EXHIBIT B**

**Reserved**

## EXHIBIT C – Pricing

Contractor provides a 5NET5 prompt-pay discount.

<b>Staff Member</b>	<b>Hourly Rate (1)</b>	
Partner/Principal	\$693 - \$805	
Senior Manager	\$555 - \$658	
Manager	\$455 - \$550	
Senior	\$350 - \$410	
Staff	\$185 - \$225	

(1) Travel costs must be included in the hourly rates. Travel costs must be calculated using current State travel reimbursement rates located at [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb).

Contractor may offer fixed fees with discounts on specific engagements.