

CONTRACT FOR PROFESSIONAL SERVICES

1. This Contract is entered into as of the 9th day of October 2023, between the Office of The State Auditor, hereinafter referred to as “OSA” and The Boston Consulting Group, Inc., hereinafter referred to as “Contractor.”
2. **Contract Documents.** “Contract Documents” are this “Document” and those documents so designated in this Document, such as Exhibits, and which together comprise the Contract and for warranty purposes the Cost Proposal submitted by Contractor. “Bidding Documents,” including the Requests For Proposals, pre-contract communications, the proposed Contract Documents, and all addenda thereto, are not Contract Documents.
3. **Scope Of Work.** In exchange for the consideration set forth herein, Contractor shall provide services to OSA, as outlined in the Scope Statement below:

Scope Statement: See Exhibit A.
4. **Change In Scope Of Work.** OSA may order changes in the work, consisting of additions, deletions, or other revisions within the general scope of the Contract. The Contractor must not claim additional compensation based upon any changes in the scope of the work unless such compensation is specified in a written amendment to the Contract signed by the State Auditor and the Contractor.
5. **Contract Term and Delivery Deadline.** The “Contract Period” shall be from October 9, 2023 through March 15, 2027. All Work except for presentations, meetings, or hearings must be completed and finally delivered by March 15, 2024. Contractor shall commence the Work upon receipt of a Notice To Proceed and must constantly apply the necessary personnel and equipment to timely complete the Work and make Final Delivery of Work Papers on the Progress Schedule attached as Exhibit B. The Parties agree that the Project and time are of the essence and that it is crucial, important, and material that the Contractor completes its responsibilities on the time schedule set forth.
6. **Ownership of Data and Work.** In further exchange for the consideration set forth herein, Contractor and OSA agree that the information and materials produced and/or delivered by the Contractor under this Contract (the “Work”) are the exclusive property of OSA and that the OSA owns all right, title, and interest in the Work and OSA Data. OSA acknowledges and agrees that in providing the services, Contractor will utilize methodologies, tools, models, software, procedures, documentation, knowledge of business principles, analytical concepts, approaches and formats developed by Contractor (“Contractor Intellectual Property”). All Contractor Intellectual Property is deemed and

shall be and remain owned by Contractor regardless of the inclusion of such Contractor Intellectual Property in any technical data and/or deliverables provided hereunder. When transmitting technical data and/or deliverables to OSA, Contractor shall mark any included Contractor Intellectual Property in a manner which is discreditable to OSA.

The Contractor transfers and assigns to the OSA the entire right, title, and interest of Contractor in the Work. In the event that the information and materials produced and/or delivered by Contractor contain attribution to Contractor, OSA will coordinate with Contractor prior to disclosing those Deliverables with third parties. The Contractor agrees to perform all acts necessary to secure for the OSA the rights herein assigned. The parties recognize that OSA intends to utilize the Work Papers provided under this Contract to prepare an OSA-Authored Report containing agency assessments and proposed initiatives. OSA agrees only to distribute a an OSA-Authored Report that is edited, formatted, designed, and approved by Contractor for disclosure to third parties and/or the public. Upon issuance of the OSA-Authored Report, Contractor must deliver to OSA all documents and electronic files concerning and/or reflecting the Work, except invoices and payment information, along with all data provided by OSA and Contractor must destroy and not retain any duplicate copies of such documents and electronic files or data, including but not limited to Confidential Information. OSA hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all Confidential Information. Any disclosure of such Confidential Information to Contractor hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Contractor. Each request for payment shall be accompanied by a signed Certification that Contractor has fully complied with this Article and that the ownership of OSA of the Work is exclusive, full, and complete as required by this Article.

7. **Confidential Information.** Except as set forth in Section 7 below, "Confidential Information" means all OSA data and information and State Agency data and information to which Contractor has access by its performance under this contract, provided or exchanged orally or in written, electronic, or other media or form whatsoever, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation:
- a. all non-public, confidential, or proprietary information disclosed to Contractor by OSA;
 - b. all data and information which Contractor acquires from OSA and any other information designated in writing as confidential by OSA;
 - c. those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential or that contain any attribution to Contractor including Contractor's logo or affiliation;

- d. all papers, notes, images, documents, designs, audiovisual components, objects, schematics, summaries, compilations, drawings, and other writings or visual depictions, visualizations or reports made by or for Contractor in connection with the Work; and,
 - e. all conversations, discussions, and communications with OSA personnel concerning OSA data or the Work.
- 8. **Exclusions from Confidential Information.** Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:
 - a. is not allowed to be treated as confidential under Mississippi law and/or federal law; or
 - b. at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Contractor; or
 - c. at the time of disclosure is, or thereafter becomes, available to the Contractor on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary, or contractual obligation to the Disclosing Party.
- 9. **Contractor Obligations concerning Nondisclosure and Confidentiality.** Contractor must protect, keep confidential, and must not disclose such confidential information to a third party without specific written consent of OSA. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform OSA and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive termination or completion of this Contract and shall continue in full force and effect and shall be binding upon Contractor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Contract on behalf of, or under the rights of Contractor following any termination or completion of this Contract. Each request for payment shall be accompanied by a signed Certification that Contractor has fully complied with this Article.
- 10. **Remedies for Breach of Duty of Nondisclosure or Confidentiality.** Contractor acknowledges that money damages might not be a sufficient remedy for any breach or

threatened breach of the Contractor's duties of nondisclosure or confidentiality. Therefore, in addition to all other remedies available at law (which OSA does not waive by the exercise of any rights hereunder), OSA shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach by any person or entities of the duties of nondisclosure or confidentiality set forth in this Contract, and the Contractor hereby waives any requirement to show actual monetary damages in connection with such claim. Contractor waives and covenants not to assert a claim that OSA has an adequate remedy at law or has not suffered irreparable harm, if it is necessary, in OSA's discretion, to seek relief as outlined in this paragraph.

11. **Warranty.** In addition to the other warranties set forth in this Contract and as further consideration exchanged between the parties, Contractor warrants the following: the consideration exchanged is sufficient; that it has the full right, power, and authority to enter into this Contract and to grant the rights granted herein; that it has not previously licensed the Work in whole or in part to any third party; and, that use of the Work in whole or in part will not violate any right or interest of any kind whatsoever of any third party; that Contractor presently has the financial capacity, the resources, and skill to timely complete the Work at a level meeting or exceeding the highest level of skill recognized within the applicable field and will immediately report any material change in any of these conditions to OSA; that Contractor will continuously apply the necessary skilled personnel and resources to actively perform and complete the Work within the time allowed; and that Contractor further warrants against all claims those rights, title, and interests in the Work transferred to OSA, or which OSA claims in the Work, including the copyright and all trademark, patent, and intellectual property rights.

Notwithstanding the foregoing, OSA acknowledges and agrees that Contractor does not provide fairness opinions or valuations of market transactions or legal, accounting, or tax advice. Additionally, Contractor does provide the analysis described in its proposal but Contractor does not provide policy analysis or decisions (e.g., sentencing recommendations) and Contractor specifically does not provide, and warrants that it will not provide, recommendations that will put at risk the health and safety: (i.) the wards of the state, (ii.) employees of the state, or (iii.) recipients of state social services. The continuing warranties given by Contractor in this Contract also include the representations and certifications made in the Cost Proposal submitted by Contractor. This Article shall survive termination or completion of this Contract and shall continue in full force and effect and shall be binding upon Contractor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Contract on behalf of, or under the rights of Contractor following any termination or completion of this Contract.

12. **Indemnity By Contractor.** In further exchange for the consideration set forth herein, Contractor must indemnify, defend, save and hold completely harmless, and protect, and

exonerate OSA and its members, officers, employees, agents, and representatives, and the State of Mississippi from and against all third party claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, and without regard to merit, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or by Contractor and/or its partners, principals, agents, employees and/or subcontractor(s) and persons related to such subcontractor(s) in the failure to perform this Contract; arising out of or caused by any breach of any duty, representation or warranty made by the Contractor herein; arising out of the existence, ownership or use of the Work by OSA; or arising out of any act or omission of the Contractor or its officers, agents, representatives, employees and/or subcontractors or related party; and/or arising out of any claim of injury or damage by an agent or employee of Contractor against any agent, representative or employee of the State of Mississippi for any occurrence or event on State Property. This Article shall survive termination or completion of this Contract and shall continue in full force and effect and shall be binding upon Contractor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Contract on behalf of, or under the rights of Contractor following any termination or completion of this Contract. Each application for payment submitted by Contractor must be accompanied by a signed Certification that Contractor has paid in full the cost which it has incurred in providing the Work through the date of the application for payment and that it has disclosed in writing and/or is not aware of any claims, demands, liabilities, suits, actions damages, losses, and costs which might be asserted against the parties entitled to indemnity under this Article due to circumstances or events which would give rise to the obligation of Contractor to provide indemnity.

Under no circumstances will Contractor's aggregate liability to OSA for any and all claims, including third party claims, or Losses arising from or in connection with or relating to the Contract, whether in contract (including under an indemnity), tort (including negligence), strict liability, statute or otherwise, exceed an amount equal to two times (2x) the fees paid by OSA to Contractor under the Contract. "Losses" means any demand, losses, damages, including but not limited to actual, legal and consequential damages, debts, costs, including reasonable legal costs and disbursements, and expenses. This limitation does not, however, apply to damages for bodily injury or death, or damage to real property or tangible personal property for which the Contractor is legally liable. In no event will either party be liable to the other party for any special, incidental or damages resulting from or related to the Contract. In no event will OSA be liable to the Contractor for any consequential damages resulting from or related to the Contract.

13. **Contractor Personnel And Resources.** OSA shall, throughout the term of the Contract, have the right of reasonable rejection and approval of staff assigned to the Work by Contractor. If OSA reasonably rejects staff, Contractor must provide replacement staff satisfactory to OSA in a timely manner and at no additional cost to OSA. The day-to-day

supervision and control of Contractor's employees and subcontractors are the sole responsibility of Contractor.

Contractor covenants that it possesses, will maintain, and must continuously apply the necessary resources and skilled personnel to timely complete the Work at a level meeting or exceeding the highest level of skill recognized within the applicable field.

Attached hereto as Exhibit B, and incorporated herein, is the Progress Schedule setting forth Contractor's time-based schedule that apportions the Work into activities, with end dates assigned to each. The personnel (both as to number and qualifications) and resources set forth in the Proposal submitted by Contractor shall be considered the minimum level of staffing and resource application necessary for the Contractor to discharge its duty to actively pursue timely completion of the Work. For purposes of establishing the minimum level of staffing and resource application necessary for the Contractor to discharge its duty, the Proposal submitted by Contractor, notwithstanding any contrary language in this Contract, shall be considered a Contract Document.

14. **Compensation.** The total amount payable to the Contractor under this Contract is Two Million Dollars (\$2,000,000.00) ("Contract Amount"). The compensation due to the Contractor will never exceed the stated Contract Amount.

Final Delivery is defined as delivery to OSA of the output file(s) and final reports with visualization, along with all documents and electronic files concerning and/or reflecting the Work and along with the return of all data provided by OSA; written and signed certification as to ownership, confidentiality, nondisclosure and absence of claims as described; and, a series of 4 live demonstrations of the results and reports with data visualization. Final Delivery is a condition precedent to any obligation of OSA to make payment.

Approval and acceptance by OSA are also conditions precedent to any obligation of OSA to make payment. Approval and acceptance by OSA shall not be unreasonably withheld, and disapproval must be based upon identifiable reasons with reference to the Contract or Contract Documents. Any disapproval must assign a percentage of the disapproval in relation to the entirety of the Report for which payment is sought and assign a percentage of approval. In the event of partial approval, Contractor shall be paid an amount which corresponds to the percentage of approval and acceptance. OSA shall issue its decision on approval and acceptance within thirty (30) days of receipt after an event of Final Delivery. Upon disapproval, Contractor shall have a reasonable time, not to exceed Sixty (60) days, to remedy its performance to the satisfaction of OSA, and if in the sole discretion of OSA, the remedy is not sufficient, then OSA shall not be liable to pay that percentage of the amount otherwise due which corresponds to the disapproval.

Contractor shall receive as payment of compensation as follows:

- A. Upon Final Delivery of the Final Work Papers concerning a single Agency and OSA approval and acceptance, Contractor shall receive Seven Percent (7%) of the Contract Amount except as adjusted due to any unresolved disapproval.
- B. The remaining Nine Percent (9%) of the Contract Amount shall be tied to realization of savings exceeding the Contract Amount. Within 120 days of the close of the State's Fiscal Year, Contractor must present OSA with a Report detailing the realization of savings by each Agency attributable in whole or part to the implementation of any of the Initiatives detailed in the Reports On Initiatives. In the event OSA reasonably determines in good faith that those savings exceed the Contract Amount and if the Contractor completed performance on or before March 15, 2024, then Contractor, in exchange for delivery of a signed final receipt, release, and close-out statement acceptable to OSA, shall receive the unpaid remainder of the Contract Amount except as reduced by disapprovals as provided for herein, which shall constitute full and final payment of all amounts due and payable to Contractor. In the event that no payment is required by this sub-paragraph then the Contract Amount shall be reduced to the amounts already paid by OSA, and no further payment shall become due or owing. Final Delivery of all reports by March 15, 2024, is one of the conditions precedent to the obligation of OSA to make payments under this sub-paragraph. This condition is not imposed as a penalty and the parties agree that it shall operate as a reasonable agreed upon reduction in the Contract Amount given the difficulty of calculating delay damages.
15. **Acceptance Or Rejection Of The Work.** OSA's duly authorized representative is empowered to accept and approve, or reject the services furnished by Contractor in compliance with the provisions of this Contract. OSA has the right to reject, at any time during the contract period, any work not meeting the terms of this Contract. Should the OSA reject any work, OSA's authorized representative shall notify Contractor in writing of such rejection giving reasons therefore. The right to reject any work shall extend throughout the terms of the contract.
16. **Applicable Law and Exclusive Venue.** This Contract is made and entered into in Hinds County, Mississippi. The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions or principles. Any litigation with respect thereto shall be brought exclusively in a court created by the Mississippi Constitution or by a Mississippi statute and not in any other court or venue.
17. **Availability of Funds.** It is expressly understood and agreed that the obligation of the OSA to proceed under this Contract or make any payment is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or

federal funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the OSA, the OSA shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost or expenses to the OSA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. OSA shall have the sole right to determine whether funds are available for the payments or performances due under this Contract.

18. **Continuing Duty To Disclose.** Contractor must timely inform OSA in writing of any material change in corporate structure, financial condition, staffing, resources, conflict, expected delays, and ownership.
19. **Compliance with Laws.** Contractor shall comply with applicable federal, state, and local laws and regulations. Contractor understands that the OSA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the Contract that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
20. **Representation Regarding Contingent Fees.** Contractor represents that it has not retained a person to solicit or secure a OSA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in writing before the making of this Contract.
21. **Representation Regarding Gratuities.** It shall be a breach of this Contract for any person to offer, give, or agree to give any officer, employee or former officer or former employee or for any officer, employee or former officer former employee of OSA to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation or performance of or contracting for any part of the Work. It shall further be a breach for any person to influence the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or proposal therefor or this Contract through the offering or giving of a gratuity.

Contractor represents and certifies that it has not violated, is not violating, and promises that it will not violate this prohibition against gratuities.

22. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
23. **Stop Work Order And Termination For Convenience.** OSA may terminate its obligations under this Contract or pause the project at any time for circumstances which are determined by OSA, in its sole discretion, to be convenient to OSA and/or the State of Mississippi. At anytime prior to acceptance of Final Delivery of a Final Report due from Contractor, OSA may issue a Stop Work Order or Notice of Termination to the Contractor. Upon receipt of a Stop Work Order or Notice of Termination, the Contractor must comply. If the Stop Worker Order is not cancelled prior to the date of the expiration of the Contract Period then the Contract shall be terminated without damage, penalty, cost or expenses to the OSA of any kind whatsoever. In event of termination under this section, Contractor shall submit a claim for payment based upon the Contractor's cost actually incurred and paid as of the date of the Order or Notice. In no event will the Contractor submit a claim in an amount that exceeds the prorated amount of the total compensation set forth above. The proration shall be calculated using the month in which the Stop Work Order or Notice was issued. If OSA, in its sole discretion, elects to pay the claim, then prior to payment Contractor shall deliver all documents and electronic files reflecting the development and progress of the Work and shall also provide those certifications required for any final payment in the absence of a Stop Work Order or Notice.
24. **E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The OSA agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies" which generally provides for payment of undisputed amounts by the OSA within forty-five (45) days of receipt of the invoice. Mississippi Code Annotated § 31-7-301 et seq. Contractor shall submit invoices electronically to OSA using the processes and procedures identified by the State of Mississippi. Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by OSA. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that OSA is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or

incomplete work, and the Contractor shall remain responsible and liable for full performance.

25. **E-Verification.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of which may subject Contractor to the following: (1) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; (3) or both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to the Contract cancellation or loss of license or permit.
26. **Transparency.** This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this Contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court- issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
27. **Assignment.** Contractor acknowledges that it was selected by OSA to perform the services required hereunder based, in part, upon Contractor's representations of special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this Contract in whole or in part without the prior written consent of OSA, which the OSA

may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by OSA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that OSA may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

28. **Independent Contractor, No Joint Venture, etc.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for OSA or the State. Nothing contained herein shall be deemed or construed by OSA, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the OSA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of OSA or the Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of OSA and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the State; and the State shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. OSA shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, OSA shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees. If any claims are made which are inconsistent with the provisions of this paragraph then Contractor must indemnify and hold harmless against any loss, expense or cost whatsoever the OSA, its successors and assignees and the State of Mississippi, its agencies, boards and commissions and employees and officials from and against any and all such claims.
29. **Insurance.** Contractor must maintain during the contract time period workers' compensation coverage which meets the standards required by Mississippi law. Contractor must maintain during the contract time period general liability insurance with limits of \$1 million per occurrence and \$2,000,000 aggregate and automobile liability insurance for non owned and hired vehicles used in connection with this agreement with liability limits of \$2 million per accident combined single limit. Limits may be satisfied by a combination of primary and excess policies. Within ten (10) days of the execution of this contract by OSA and Contractor, Contractor shall provide OSA with Certificates of Insurance issued by the insurers involved or their authorized representative. The Certificates of Insurance shall reflect that the coverages will not be terminated without ten (10) days prior notice being given to OSA. Within thirty (30) days of receipt of the

certificates of insurance, OSA shall provide the Contractor with written notice of any deficiencies in the coverages or certificates so obtained. Within a reasonable time following such notification, the Contractor shall obtain coverage to remedy the deficiencies in coverage required herein as identified by OSA.

30. **Quality Control.** The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are or will be provided at all times and in all respects in accordance with the contract. The Contractor's quality control program shall include providing supervision, conducting frequent inspections of the Contractor's staff and ensuring that accurate records. The program details and related records so created shall be communicated to, and open to inspection by, the OSA.
31. **Publicity.** Neither party shall issue communications to the media, place advertisements, nor publicize through any means the services or work product that it is providing regarding the Contract without the other party's prior written consent. OSA may not use Contractor's name and logo without express prior written approval and only for purposes solely related to the scope of the Contract, and no reference may be made to Contractor in any materials prepared for public distribution or distribution to a third party without the Contractor's written consent.
32. **Attorney's Fees and Expenses.** In the event the Contractor defaults in any obligations under this Agreement, the Contractor shall pay all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the State of Mississippi, including OSA, in enforcing this Contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the OSA as a customer or contracting party be obligated to pay any attorneys' fees or costs of legal action to the Contractor. This Article shall survive termination or completion of this Contract and shall continue in full force and effect and shall be binding upon Contractor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Contract on behalf of, or under the rights of Contractor following any termination or completion of this Contract.
33. **Failure To Enforce.** Failure by OSA, at any time, to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of OSA to enforce any provision at any time in accordance with its terms.
34. **Conflicts Of Interest.** Contractor shall notify OSA of any potential conflict of interest resulting from the representation of or service to other clients. A potential conflict shall include, but not be limited to, the representation of a foreign government or persons or entities under criminal investigation, or persons or entities of negative notoriety. If such conflict cannot be resolved to OSA's satisfaction, OSA reserves the right to terminate this

Contract, and upon such termination, OSA will have no further obligation to the Contractor.

35. **Sovereign Immunity.** By entering into this Contract with Contractor, the State of Mississippi does, in no way, waive its sovereign immunities or defenses, as provided by law.
36. **Authority To Contract.** Contractor warrants (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other Contract of any kind, and (d) notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.
37. **No Third-Party Beneficiaries.** There are no expressed or implied third party beneficiaries of this Contract.
38. **Debarment and Suspension.** The Contractor certifies to the best of its knowledge and belief, that it: (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency or any political subdivision or agency of the State of Mississippi; (2) Has not within a three year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in subparagraph two (2) of this certification; and (4) Has not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
39. **Termination.** Notwithstanding any other provision of this Contract, OSA may terminate this Contract with or without cause upon ten (10) days written notice to the Contractor. Contractor may terminate this Contract with cause upon thirty (30) days written notice to the OSA.
40. **Modification Or Amendment.** This Contract may be modified, altered or changed only by written Contract signed by the State Auditor and Contractor. Contractor is bound to prevent its employees and agents from modifying this Contract in any manner other than

the manner allowed in this paragraph, and the failure to do so shall be a material breach. To that end, Contractor shall have written procedures in place which expressly deny its agents and employees any authority to modify this Contract in any manner other than the manner allowed in this paragraph. Contractor shall indemnify and hold OSA harmless, to the same extent described in ¶11, against any demand or claim that this Contract has been modified in any manner other than the manner allowed in this paragraph.

41. **Delay.** No payment or compensation of any kind shall be made to, or sought by, Contractor for damages because of hindrance or delay from any cause in the progress of the Work, whether such hindrances or delays are avoidable or unavoidable.

The Parties agree that the Project and time are of the essence and that it is crucial, important, and material that the Contractor completes its responsibilities on the time schedule set forth.

42. **Notices.** All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by facsimile or electronic mail provided that the original of such notice is sent by certified United States mail postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Scott St. Marie
Managing Director & Partner
200 Pier 4 Blvd.,
Boston, MA 02210
Phone: ~~+1 2 9323 5600~~ +1 760 704 9365
Fax: +1 619 839 3750
Email: ~~stmarie.scott@Contractor.com~~
B66.COM

For the State Auditor's Office:

Logan Reeves, Director
Government Accountability Division
Post Office Box 956
Jackson, MS 39205
Phone: 601-576-2800
Fax: 601-576-2650
Email: Logan.Reeves@osa.ms.gov

A copy of all notices directed to the State Auditor's Office shall be sent to james.bobo@OSA.ms.gov immediately following the dispatch of the notice by Contractor.

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

43. **Interpretation.** As an additional exchange of consideration, the parties are in agreement that when any court is called upon to interpret this Contract or any provision thereof, no rule of construction based upon the drafting party or adhesion shall be applied. The parties agree that the Contract should be construed in favor of OSA.
44. **Miscellaneous.** The headings of this Contract are for convenience of reference and shall not form part of, or affect the interpretation of, this Contract. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Contract instead of just the provision in which they are found. Section headings are for informational purposes. The use of a particular pronoun shall include all applicable pronouns as might be required by context and without regard to form of contracting entity or person.
45. **Entire Contract.** The parties intend this Contract to constitute the complete, exclusive, and fully integrated statement of their agreement. This Contract is the entire Contract of the parties with respect to the subject matter contained herein, and supersedes or replaces any and all prior negotiations, communications, understandings, and Contracts, written or oral, between the parties relating thereto. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

This Contract has been entered into and executed by the parties hereto as of the day and year first above written.

THE BOSTON CONSULTING GROUP, INC.

By: 

Scott St. Marie
Managing Director & Partner

Date: 10/9/23

MISSISSIPPI OFFICE OF
THE STATE AUDITOR

By: 

State Auditor, In His Official Capacity

Date: 10/10/23

EXHIBIT A

SCOPE OF WORK

1. Final Written Work Papers Concerning Assessment. Within the time allowed for performance, Contractor must deliver an in-depth written assessment of the current state of each of the thirteen (13) State Agencies identified by OSA within the time allowed in the Progress Schedule. The assessment must include:

1.1. Analysis of organizational structure

1.2. Analysis or decomposition of agency spending (e.g., core function spending vs administration and overhead)

1.3. Analysis of agency spending relative to service levels or key agency outcomes

1.4. Identification of underperforming, high-performing, or performing as expected agencies, divisions, and programs

1.5. Benchmarks, best practices and case studies from relevant public and private sector examples

1.6. Overall estimate of savings potential at stake

1.7. Other relevant information

2. Final Work Papers on Initiatives. Within the time allowed for performance, Contractor must deliver a written report setting forth in detail specific and actionable initiatives, actions, and methodologies (collectively referenced herein as “Initiative” or “Initiatives”) for each of the Agencies within the time allowed in the Progress Schedule.

2.1. Agency-specific initiatives with savings estimates (one-time vs recurring), key risks, implementation plan, estimated time to savings realization, impact on key agency outcomes, and identification of enabling necessary statutory/regulatory changes

2.2. Cross-cutting initiatives with savings estimates (one-time vs recurring), key risks, implementation plan, estimated time to savings realization, impact on key agency outcomes, and identification of enabling necessary statutory/regulatory changes

2.3. Supporting analysis and/or benchmarks for each initiative

2.4. Performance improvement initiatives with key risks, costs (one-time vs recurring), implementation plan, estimated time to achieve performance improvement, impact on key agency outcomes, and identification of necessary enabling statutory/regulatory changes

3. During the sixty (60) days following the submission of the Work Papers on Initiatives, Contractor shall provide OSA with design, formatting, editing and other services necessary for OSA to publish its report on assessments and initiatives.

4. The initiatives set forth in the Work Papers provided by Contractor, in aggregate, must project a reduction of expenses or savings of recurring expenditures of at least Two Hundred and Fifty Million Dollars (\$250,000,000.00).

4.1. Contractor must work closely with OSA's Performance Audit Division in planning and in making the assessments and in formulating proposed initiatives. Contractor must provide ongoing updates to OSA's designated representatives as to the progress and results. Confidentiality of OSA databases and information must be maintained at all times.

4.2. During the formulation of initiatives, Contractor must solicit suggestions and feedback from the Agency which might be called upon to implement an initiative or initiatives. Agency suggestions and feedback should be accurately detailed in a separate section of each Report On Initiatives.

5. In relation to the delivery of any Report, Contractor must provide a series of at least four (4) live demonstrations of the results and report with data visualization.

6. During the twelve months following the completion and final delivery of the Reports required by the Work, Contractor shall provide knowledgeable and qualified personnel to attend and participate in any meetings or hearings with legislators or executive officials which are deemed necessary by OSA, but in no event shall the number of such meetings or hearings to exceed five (5) in number.

7. Contractor must, for a period of three (3) years, maintain records that evidence its full and complete performance, including scheduling and assignment records, internal reports, work papers, drafts, communications, and records that evidence the full payment of all employees or allowed subcontractors for activities in relation to Contractor's performance. These records must be available for review and inspection by OSA upon demand.

EXHIBIT B

PROGRESS SCHEDULE

Friday, December 15, 2023	Work Papers submitted concerning initial baseline submitted to OSA, including fact base by agency and preliminary list of opportunities
Friday, February 16, 2024	Work Papers submitted concerning findings and conclusions to date, including recommendations and backing analyses
Friday, March 15, 2024	Work Papers submitted concerning findings and conclusions to date, including recommendations and roadmaps for shortlisted ideas, begin providing services necessary for OSA to author and publish report on assessments and initiatives
Tuesday, May 14, 2024	Complete services necessary for OSA to author and publish report on assessments and initiatives