

APPENDIX C-2 TO DIR CONTRACT NO. DIR-SDD-657

**CUSTOMER SERVICE AGREEMENT
CLIFTON GUNDERSON LLP.**

[DATE]

[NAME], [TITLE]
[ORGANIZATION NAME]
[STREET ADDRESS]
[CITY, STATE ZIP]

Re: [ENGAGEMENT NAME/TITLE] Engagement Letter

Dear [SALUTATION]:

This letter and the attached Technical Services Agreement clarify the nature, extent, and limitations of the [TYPE OF SERVICE] services to be provided.

[NAME] will be the Clifton Gunderson LLP partner responsible for these services to be provided to you. [NAME], Senior Manager, will also be assigned to you. This arrangement provides that another person you know will be familiar with this engagement. It also provides a person who can substitute for [PARTNER NAME] should s/he not be available. Please call either of these people when you believe we can be of assistance.

Services to be Provided

Our services will include a [DESCRIPTION OF SERVICES]. The objectives of the [TYPE OF ENGAGEMENT] are listed in the attached Technical Services Engagement Agreement. The primary intent of engaging our technical services is for the benefit of [ORGANIZATION NAME]. We will document the results of our engagement in a formal report. We will begin work on [DATE], and unless unforeseeable problems are encountered, will deliver the formal report to [ORGANIZATION NAME] by [DATE].

Timelines

The timelines/key milestone dates for this [SHORT DESCRIPTION/TITLE OF SERVICES] are [LIST KEY TIMELINES/MILESTONE DATES]:

Event/Activity	Date

Our Fees and Payment Terms

Invoicing and payment shall be in accordance with Section 5 of Appendix A of the DIR Contract No. DIR-SDD-657.

Labor Estimate

TASK	HOURS	RATE	EXTENDED COST
Task	XX	\$ XX.XX	\$ X,XXX
Task	XX	\$ XX.XX	\$ X,XXX
Task -Sub-task -Sub-task -Sub-task	XX	\$ XX.XX	\$ X,XXX
Task -Sub-task -Sub-task -Sub-task	XX	\$ XX.XX	\$ X,XXX
Analyze collected information Research/discussion	XX	\$ XX.XX	\$ X,XXX
Task	XX	\$ XX.XX	\$ X,XXX
Task -Sub-task -Sub-task	XX	\$ XX.XX	\$ X,XXX
Task	XX	\$ XX.XX	\$ X,XXX
SUB TOTAL	XX	\$ XX.XX	\$ X,XXX
[DESCRIBE] EXPENSES	XX	\$ XX.XX	\$ X,XXX
GRAND TOTAL			\$XX,XXX

Per the contract, the technical services rate for this engagement will be \$XXX.xx per hour for actual hours incurred. Project management hours will be billed at \$XXX.xx per hour. CG commits not to exceed the hours listed above for the project as currently scoped.

At the completion of this engagement, CG will bill for actual expenses incurred for travel and lodging [IF APPLICABLE AND ALLOWED] relevant to the completion of this project. Travel will be reimbursed in accordance with Section 4.F. of the DIR Contract No. DIR-SDD-657.

Agreed and Accepted

The services are further described in the Technical Services Engagement Agreement between [ORGANIZATION NAME] and Clifton Gunderson LLP, Contract No. [#####]. The purpose of this letter and the attached Technical Services Engagement Agreement is not to limit or alter the terms of the contract between [ORGANIZATION NAME] and us, but to state the scope of our engagement in a concise and specific format. Both [ORGANIZATION NAME] and we

acknowledge and agree that, in the event of any conflict or discrepancy between the terms of this engagement letter and the above referenced contract, the contract will control.

We appreciate the opportunity to be of service to you and believe that this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy to confirm your understanding and return it to us.

Sincerely,

The services described in the foregoing letter and the attached Technical Services Engagement Agreement are in accordance with our requirements and we understand the terms and conditions recited above.

[ORGANIZATION NAME]

[NAME]

[TITLE]

Date

Technical Services Engagement Agreement [Security] Services

This Technical Services Engagement Agreement, together with DIR Contract No. DIR-SDD-657 and the engagement letter, which is attached and incorporated by reference, represent the terms and conditions relating to the services Clifton Gunderson LLP will provide to [ORGANIZATION NAME]. This Technical Services Engagement Agreement is an integral part of the terms of our engagement and contains important and critical information. You should read it carefully before signing the engagement letter and contact us if you have any questions.

Objective of the [ENGAGEMENT TYPE]

The purpose of this engagement is to provide [ORGANIZATION NAME] with [DESCRIPTION OF SERVICES]. It will also facilitate decision making by parties with responsibilities to oversee or initiate corrective actions identified, if any. Our [ENGAGEMENT TYPE OR DESCRIPTION OF SERVICES] objectives are as follows:

1. [OBJECTIVE DESCRIPTION].
2. [OBJECTIVE DESCRIPTION].
3. [OBJECTIVE DESCRIPTION].
4. [OBJECTIVE DESCRIPTION].

To address the first objective, we will [DESCRIPTION OF PLANNED PROCEDURES/STATEMENT OF WORK].

To address the second objective, we will [DESCRIPTION OF PLANNED PROCEDURES/STATEMENT OF WORK].

To address objective three, we will [DESCRIPTION OF PLANNED PROCEDURES/STATEMENT OF WORK].

To address objective four, we will [DESCRIPTION OF PLANNED PROCEDURES/STATEMENT OF WORK].

The scope of this engagement will include [DESCRIBE SCOPE].

You understand that circumstances may exist or may arise that would preclude us from fully satisfying the engagement objectives. We will inform you if we discover circumstances that will have an effect on our ability to satisfy the objectives and report without scope limitations.

Procedures and Limitations

[ENTER ANY LIMITATIONS] [AUDIT EXAMPLE] This engagement is not specifically designed, and should not be relied upon, to disclose fraud, defalcations, other illegal acts, or errors or similar irregularities that may exist. We are also not acting in any way as a fiduciary or assuming any fiduciary responsibilities for [ORGANIZATION NAME].

[FOR AUDITS] In performing our engagement, we will be relying on the accuracy and reliability of information provided by [ORGANIZATION NAME] personnel. We will not perform financial audit, examination, or review services. The procedures we perform in our engagement will be heavily influenced by the representations that we receive from [ORGANIZATION NAME] personnel. Accordingly, false representations could cause incorrect findings to be identified or could cause appropriate recommendations to be missed. As we complete our engagement, we will be requesting a management representation letter from [ORGANIZATION NAME] asking if all requested available information has been provided to us, all known or suspected fraud within the scope of our audit objectives has been disclosed to us, whether any information has come to management's attention that would cause it to believe that any of the previous representations made to us should be modified, or whether any events have occurred subsequent to completion of our audit procedures that would require adjustment to or disclosure in the report. Failure of [ORGANIZATION NAME] to provide us with a signed representation letter will result in a scope limitation in our report.

[FOR AUDITS] Our audit will be based upon tests and samples, since detailed auditing of all transactions is not practicable. The concept of selective testing of data is generally accepted as a valid and sufficient basis for an auditor to draw performance audit conclusions. Selective testing involves judgment, both as to the number

of transactions we examine and the areas to be tested.

Because we will not perform a detailed examination of all transactions, there is an inherent risk that we may not detect significant errors, fraud, or other illegal acts, if they exist.

Limitation on Who May Use Our Services

It is our understanding that the primary intent of engaging our professional services is for the information and use of for [ORGANIZATION NAME] management. Our services are not intended to benefit or influence any other person or entity.

Ownership, Retention, Access and Production of Workpapers and Original Documents

[FOR AUDIT AND CONSULTING WORK PAPERS] The working papers for our engagement are the sole and exclusive property of Clifton Gunderson LLP and constitute confidential information and may contain, or constitute, proprietary information. In the event of a Request for Public Information concerning the working papers for [ORGANIZATION NAME], Clifton Gunderson LLP will immediately notify the Customer and follow Customer's instructions. We do not generally provide access to our work papers in the normal course of business, except to the appropriate state and federal personnel, or their agents, as defined in our contract related to this engagement. Access to the requested work papers will be provided to [ORGANIZATION NAME], its designees, and appropriate federal and state personnel, or their agents, for the purposes of inspection, examination, audit, investigation, or other purposes authorized under our contract with [ORGANIZATION NAME], under the supervision of Clifton Gunderson LLP personnel, and at a location designated by our firm.

Unless required by law or regulation to the contrary, we retain our work papers in accordance with our record retention policy that typically provides for a retention period of seven years. You should take the appropriate actions necessary to safeguard and preserve your own original records. Any information that may be contained in our working papers is not a substitute for your own original records.

Our Consent and Dissemination of Other Information

[FOR AUDITS AND CONSULTING] We may issue preliminary draft reports to you for your review. Any preliminary draft reports should not be relied upon, reproduced, or otherwise distributed without the written consent of Clifton Gunderson LLP.

In the interest of facilitating our services to you, we may communicate by sending electronic mail over the Internet or by facsimile transmission. Such communications may include information that is confidential to [ORGANIZATION] or the State. You acknowledge that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of our firm. Unless you issue specific instructions to do otherwise, we will assume that you consent to our use of these electronic devices and facsimile transmissions during this engagement as we deem appropriate. In addition, we mutually agree that the engagement letter, including the professional services engagement agreement, may be executed electronically.

Management Representations

[FOR AUDITS AND CONSULTING] During the course of our engagement, we may request information and explanations from [ORGANIZATION NAME] management regarding, among other matters, their operations, internal controls, future plans, specific transactions, and accounting or other information systems and procedures. As a precondition to the issuance of our report, we will require that [ORGANIZATION NAME] provide us a written representation letter confirming some or all of the representations made by its management and staff during the engagement. The procedures we will perform in our engagement will be heavily influenced by the representations that we receive in the representation letter and otherwise from [ORGANIZATION NAME] management. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary efforts or could cause a significant error or fraud to go undetected by our procedures.

Other Matters

[FOR AUDITS AND CONSULTING] Our relationship with you is limited to that described

in this letter and the aforementioned contract. As such, you understand and agree that we are acting solely as independent auditors [OR CONSULTANTS]. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

In the event that any portion of this professional services agreement or the attached engagement letter is deemed invalid or unenforceable, that

finding shall not invalidate the remainder of the engagement letter or professional services engagement agreement.

This Professional Services Engagement Agreement is an integral part of the terms of our engagement and contains important and critical information. You should read it carefully before signing the engagement letter, and contact us if you have any questions.