

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

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DRAFT

**STATEMENT OF WORK
TECHNICAL ASSISTANCE WITH AUDITS OF THE CLERK OF THE
CIRCUIT COURT AND ASSESSOR'S OFFICE FOR COOK COUNTY'S
INFORMATION SECURITY PROGRAMS**

1.0 INTRODUCTION

Deloitte shall provide professional technical services to perform independent evaluations of the Clerk of the Circuit Court (CCC) and the Assessor's Office (AO) information security programs and practices in accordance with the National Institute of Standards and Technology's (NIST) guidance.

Deloitte shall provide the personnel and other resources necessary to perform the services described herein. All technical assistance work and deliverables shall meet Generally Accepted Government Auditing Standards (GAGAS) promulgated by the Comptroller General of the United States.

2.0 BACKGROUND

2.1 Role of OCA

In accordance with the [Cook County Auditor Ordinance](#), the Office of the County Auditor (OCA) conducts internal audits that bring a systematic, disciplined approach to evaluate and improve the effectiveness of Countywide risk management, control, and governance processes.

3.0 GENERAL REQUIREMENTS

OCA requires technical assistance for the performance audits of CCC and AO's information security programs and practices, including compliance with NIST resulting in separate reports. Appendix I of the Statement of Work (SOW) pertains to technical assistance for the performance audits of CCC and AO's information security programs and practices. Deloitte shall perform the tasks described Appendix I.

All work completed must be conducted in accordance with GAGAS. Deloitte must immediately notify OCA's County Auditor or designee of any potential deviations from GAGAS, or scope limitations in performing the technical assistance work for resolution, and also document and support the deviation and resolution in written communication to OCA's County Auditor or designee.

4.0 TASKS TO BE PERFORMED

4.1 Description of Tasks

- Perform technical assistance work in accordance with GAGAS. Deloitte shall promptly staff, plan, and perform the contract technical assistance services requested in this SOW.

- Provide expert support services as it pertains to the subject matter areas and, in consultation with OCA, recommend to OCA suitable audit scopes and methodologies. Deloitte shall meet with OCA, CCC, and AO officials as needed. Deloitte shall provide support as needed for the duration of the technical assistance assignment.
- Analyze and interpret assignment results relative to established criteria, including best practices, and develop appropriate recommendations for CCC and AO management. Deloitte will be required to present results and recommendations to CCC and AO management, both orally and in writing through a report.
- Deloitte shall be readily available for conference via phone, or at any CCC and AO office as required by OCA.

4.2 Participate in Entrance Conferences

Deloitte shall participate in entrance conferences as arranged by OCA. Additional attendees may include CCC and AO officials, OCA officials, and others (as appropriate). Deloitte shall discuss all pertinent issues related to the technical assistance work to be performed during the entrance conferences, including, but not limited to the assignments' objective(s), access to records, names of individuals conducting and supervising the technical assistance work, milestone dates, and plans for completing the technical assistance work. Entrance conference minutes shall be documented as part of Deloitte's technical assistance.

4.3 Develop Technical Assistance Plans and Conduct Planning Meetings

Under this SOW, Deloitte shall prepare and deliver to OCA's County Auditor or designee draft Technical Assistance Plans covering the work described in Appendix I. The Technical Assistance Plans shall describe a risk-based approach including the overall objective, scope, methodology, criteria, cost, and timeframes for completing the technical assistance work. The Technical Assistance Plans shall comply with GAGAS. The scope and depth of work described in the Technical Assistance Plans shall be consistent with the scope of work described in this SOW and Appendix I. In preparing the Technical Assistance Plans, Deloitte shall obtain and document an understanding of the information security programs at CCC and AO, including related risks, and an assessment of related internal controls.

Deloitte shall address OCA's comments on the draft Technical Assistance Plans (if any), and OCA's County Auditor or designee will arrange for Planning Meetings or teleconferences. Deloitte shall present the Technical Assistance Plans to OCA's senior management during the Planning Meetings or teleconferences. Deloitte shall not invest significant resources in performing work described in the Technical Assistance Plans until OCA approves the Plans in writing.

Additionally, Deloitte shall submit the final Technical Assistance Plans to OCA's County Auditor or designee, which will define the objective(s), criteria, scope, and detailed

procedures required to complete the technical assistance. Deloitte's final Technical Assistance Plans shall, at a minimum, define the following:

- Appropriate background information, criteria, and objective(s);
- Detailed procedures to accomplish the objective(s). The scope and depth of the procedures shall be tailored to the assignment's objective(s) as defined in individual task and consistent with the approved Technical Assistance Plans. Typical procedures include interviews, documentation analysis, and testing to assure that Deloitte's findings and conclusions are valid and adequately supported, and a sampling plan (if applicable) that identifies the nature and extent of sampling to be performed; and
- The nature, extent, scope, and methodology of work to be performed by Deloitte.

Any subsequent changes, deletions, or expansions of the Technical Assistance Plan(s) shall be approved in advance and in writing by OCA.

4.4 Perform Detailed Work

Upon authorization by OCA's County Auditor or designee, Deloitte shall perform the procedures contained in the approved Technical Assistance Plans. Deloitte shall ensure that sufficient, appropriate evidence is obtained to support the conclusions and findings related to the assignments' objective(s).

4.5 Maintain Prepared by Client List

Deloitte shall prepare and maintain a Prepared by Client (PBC) lists for the duration of the technical assistance. The purpose of the PBC lists is to track Deloitte requests for documentation, meetings, and information.

4.6 Perform Invoicing and Timekeeping

Deloitte shall submit invoices in accordance with the instructions specified in the contract. All timesheets to support the invoices shall be maintained as part of the technical assistance working papers and available for review by OCA when requested.

4.7 Prepare Working Papers

Deloitte shall prepare and maintain organized and up-to-date working papers (including summaries) for the technical assistance described in Appendix I. Deloitte shall provide OCA with electronic files for documenting in OCA's AuditBoard official audit files. Based on the results of the electronic files inspections by OCA, Deloitte may be requested to perform corrective action or additional work within the scope of the contract. All original electronic files will become the property of OCA.

Deloitte shall inform OCA's County Auditor or designee of any requests or subpoenas for its electronic files, so that OCA can determine, in consultation with CCC and/or AO as necessary, whether there is a legal basis(es): (i) requiring that CCC and/or AO information contained in the electronic files not be released, or (ii) permitting the release of such information, but only

under certain circumstances (e.g., pursuant to a protective order). Deloitte shall coordinate with the CCC, AO, or OCA while issues involving release of CCC and/or AO information are being resolved and shall not release sensitive information as defined in CCC and/or AO policy without having obtained written consent from CCC and/or AO.

4.8 Develop and Submit Finding Outlines and Conclusions

The Deloitte shall prepare fully developed finding outlines and conclusions for the technical assistance as described in Appendix I, consistent with the assignments' objective(s) and the task. Finding outlines shall document a description of the condition, the criteria used to assess the condition, the root cause of the condition, and the condition's effect. Finding outlines shall also identify relevant compensating controls and potential solutions for improving OUP's information security program and practices. A statement of conclusions shall clearly and concisely present the overall conclusions related to the assignment objective(s) and include specific supporting information. If applicable, Deloitte shall make recommendations for implementation of corrective action plans.

Deloitte shall present written finding outlines and conclusions to OCA's County Auditor or designee within two (2) weeks of identifying the finding(s) or reaching conclusions. In cases involving significant findings that require prompt management attention, OCA's County Auditor or designee shall be notified within twenty-four (24) hours. Deloitte shall ensure that it has adequate information and documentation to support the statements of findings and conclusions prior to presenting them to OCA.

Deloitte shall promptly notify OCA's County Auditor or designee of suspected fraud, illegal acts, violations of NIST requirements and provisions of contracts, and abuse. OCA's County Auditor or designee will advise Deloitte on how to proceed with regard to such matters.

4.9 Prepare Status Reports and Conduct Status Meetings

Throughout the contract period of performance, Deloitte shall keep OCA's County Auditor or designee apprised of the status of the technical assistance work. Deloitte shall communicate via telephone or in person with OCA on at least a weekly basis to discuss progress and any findings and conclusions prepared to date. Deloitte shall immediately notify OCA's County Auditor or designee of any issues identified, which may result in a significant impediment to the completion of the technical assistance work, or may indicate potential fraud, waste, or abuse.

In addition, Deloitte shall submit on a biweekly basis to OCA's County Auditor or designee, written status reports in the format provided in Appendix I of this SOW. Deloitte status reports shall reflect the engagement status, completed work, remaining work, unresolved problems or difficulties, narrative summaries of potential findings and conclusions, and costs and hours incurred to date. Status meetings shall be documented as part of Deloitte's electronic files submitted to OCA.

4.10 Conduct Meetings with CCC and AO Management

Deloitte shall attend interim progress meetings arranged by OCA to discuss the progress of the technical assistance work and preliminary results with appropriate CCC and AO management. Deloitte shall prepare written briefing materials and/or agendas for these meetings. The briefing materials and agendas must be approved by OCA's County Auditor or designee prior to being released to CCC or AO management. Discussion items covered during these meetings include, for example: objectives and methodology, plans for completing additional work, preliminary findings and conclusions, access to records issues, milestone dates, and a detailed listing of any information requested of CCC and/or AO management that is overdue. Meeting minutes shall be documented as part of Deloitte's electronic files submitted to OCA.

4.11 Conduct Message Design Meeting

Before the end of technical assistance work described in Appendix I, Deloitte shall participate in Message Design Meetings with OCA's County Auditor or designee and other OCA personnel, as appropriate. The purpose of these meetings is to review and discuss potential findings, conclusions, and anticipated CCC or AO management responses to Deloitte's technical assistance work and to obtain agreement on the key issues that will be developed in the technical assistance report. Deloitte shall also be requested to provide input on potential solutions improving processes and practices that may be included in separate OCA reports or other communications to CCC or AO management. Significant decisions made at the Message Design Meetings shall be documented in Deloitte's electronic files submitted to OCA.

4.12 Prepare Draft and Final Technical Assistance Reports

Deloitte shall prepare draft reports for the work performed on the technical assistance described in Appendix I. The draft reports shall, at a minimum, include the following:

- Executive Summary;
- Background;
- Objective(s), Scope, and Methodology;
- Results of Technical Assistance;
- Findings and Conclusions; and
- if warranted, Recommendations.

The draft reports shall include conclusions for the technical assistance work that are fully supported with findings (if any) and deficiencies in internal control (if any) that are considered to be significant within the context of the assignments' objective(s). The draft reports shall also include a matter as a finding when they conclude based on sufficient, appropriate evidence, that fraud either has occurred or is likely to have occurred that is significant to the technical assistance work. Deloitte shall coordinate with OCA's County Auditor or designee to communicate in writing to CCC or AO management when Deloitte has detected instances of fraud that are not significant within the context of the technical assistance work.

Deloitte shall submit the draft reports to OCA's County Auditor or designee for review and

comment. Once Deloitte has addressed OCA's comments, OCA will authorize Deloitte to transmit the draft audit reports to OCA. As provided in GAGAS, Deloitte shall assist OCA in evaluating CCC and AO management's comments on OCA's draft audit report. OCA is responsible for the distribution of the final reports prepared by Deloitte and for determining whether such reports contain information that shall not be made publicly available.

Technical terminology used in reports shall be clearly described and defined in terms that are understandable to individuals who may have limited expertise or knowledge in the areas being audited. All reports delivered to OCA shall be cross-referenced to detailed supporting electronic files. Before delivering to OCA, Deloitte shall impose its quality assurance procedures to verify the accuracy and consistency of all reports or summary facts and figures, ensure the soundness of the report or written summary logic, and ensure that Deloitte's electronic files submitted to OCA adequately support the findings and/or conclusions as required by GAGAS. OCA has the right to access and review any documentation regarding Deloitte's quality control processes or the results thereof.

4.13 Participate in Exit Conferences

Subsequent to the issuance of OCA's draft audit reports, Deloitte shall participate in formal exit conferences as arranged by OCA. Additional attendees may include OCA, CCC management, AO management, and others as appropriate. During the exit conferences, Deloitte shall present its objective(s), scope, methodology, work performed, findings, conclusions, and, if any, recommendations. Deloitte, in conjunction with OCA, shall also solicit CCC and AO management's views on the results of the work performed. Exit conference minutes shall be documented as part of Deloitte's electronic files.

4.14 Specific Tasks for Information Security Program and Practices

Refer to Appendix I for the task to be performed and completed for the technical assistance of CCC and AO's information security programs and practices.

5.0 DELIVERABLES AND ESTIMATED MILESTONES

Deloitte shall prepare and submit to OCA all of the following deliverables in accordance with the schedule in the respective OCA approved project management plans (PMP) maintained by Deloitte (see Appendix I). All technical assistance work must be completed by the Deloitte to enable OCA to meet the reporting requirements and timeframes established for the respective task.

Deloitte shall provide all resources (except those expressly indicated herein as being furnished by OCA) necessary to complete the identified deliverables. All deliverables shall be documented in Deloitte's electronic files submitted to OCA. Deliverables are not considered to meet the terms of the contract until accepted by OCA's County Auditor or designee.

Deloitte shall promptly notify OCA's County Auditor or designee if any agreed upon milestone(s) will not be met. Deloitte shall remedy any deficiency in work products and/or deliverables within five calendar days after receiving a deficiency notice from OCA.

6.0 STANDARDS OF PERFORMANCE AND LEVEL OF EFFORT

6.1 Standards of Performance

All work performed under this SOW shall comply with GAGAS for performance audits unless a written exception has been approved and documented in advance by OCA's County Auditor or designee.

Deloitte shall provide OCA with a copy of its most current external peer review report, any associated Letter of Comment or Finding for Further Consideration form, and Deloitte's response to those comments or findings, as well as any subsequent peer review reports, associated letters of comment or findings, and Deloitte's response to those comments or findings during the period of the contract.

OCA's County Auditor or designee shall provide appropriate oversight of Deloitte to ensure that all technical assistance work performed under this SOW meets these requirements. Any scope limitations in the performance of work under this SOW shall be brought to the immediate attention of OCA's County Auditor or designee for resolution and appropriately documented and supported in Deloitte's electronic files submitted to OCA.

Deloitte shall use an appropriate mix of professional personnel to satisfy the scope of work defined in this SOW and the respective tasks. Any subsequent changes in key personnel from those listed in the technical proposal must be approved in advance by OCA's County Auditor or designee. Deloitte personnel shall demonstrate sufficient technical knowledge and experience related to the technical assistance. For work conducted under this SOW, Deloitte personnel shall demonstrate sufficient technical knowledge and experience related to governmental entities similar to the County. Deloitte shall also have a well-developed governmental practice and a strong reputation for quality audit performance. All Deloitte personnel will be required to complete Independence Statements before performing substantial technical assistance work.

Deloitte shall at all times act in good faith and in the best interest of CCC, AO, and OCA. Deloitte shall use its best efforts and exercise all due care and sound business and professional judgment in performing its duties under this SOW.

6.2 Confidentiality of Data

Deloitte shall take appropriate steps to ensure that confidential County information is protected from unauthorized disclosure and not released to any party other than OCA, unless approved in advance and in writing by OCA's County Auditor. Deloitte shall use the same care to avoid unauthorized disclosure of confidential County information as Deloitte uses with its own confidential information, but in any case, not less than reasonable care. Because of the nature of the activities of OCA, Deloitte specifically acknowledges, on behalf of itself and its officers, directors, employees, agents, subcontractors and other affiliates, that any information provided to Deloitte by CCC, AO, or OCA shall be handled as confidential information, whether it is specifically identified as such or not. Before performing services under this contract, Deloitte staff shall sign non-disclosure agreements with the County. Deloitte shall at all times comply with the County's and OCA's policies and procedures related to confidentiality of County

information and shall comply with any changes or additions to such policies and procedures that are adopted during contract performance.

Deloitte shall provide personnel, materials, and services hereunder independently, and not as an agent of the County or OCA. Under no circumstances shall Deloitte, any officer, director, partner, employee, subcontractors, or other person affiliated with Deloitte act or represent themselves as having the authority to act as an agent of the County or OCA in connection with any services or activities hereunder.

6.3 Level of Technical Services to be Performed

Deloitte shall perform technical assistance related to OCA's performance audits of CCC and AO's information security programs and practices. This includes preparing reports with appropriate findings, conclusions, and recommendations that address the assignments' objective(s). The scope and depth of work to be performed for the technical assistance shall be consistent with the requirements as defined under the contract. Appendix I of this SOW describes the general tasks that shall be performed for the technical assistance services requested for OCA's performance audits.

OCA expects that Deloitte shall work closely with OCA, CCC, and AO personnel to identify potential solutions for improving CCC and/or AO's processes, programs, and practices as part of the work performed under this SOW. Such proposed solutions will serve as a basis for substantive discussions with CCC, \AO, and OCA management for the purpose of developing formal recommendations in Deloitte's reports.

6.4 Quality Control

Deloitte shall develop and maintain an effective Quality Control program to ensure services are performed in accordance with this SOW in an accurate and complete manner. Deloitte shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. Deloitte's Quality Control program is the means by which it assures itself that its work complies with the SOW. After acceptance of the Quality Control plan by OCA, Deloitte must receive OCA's acceptance in writing of any proposed change to its Quality Control system.

6.5 Quality Assurance

OCA will evaluate Deloitte's performance under this Contract. This plan is primarily focused on what OCA does to ensure that Deloitte performs in accordance with the performance standards. It defines how performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

6.6 Travel and Place of Performance

The place of performance may be one or more of the following locations or remotely:

- The Bureau of Technology's office at 161 North Clark Street, Chicago, IL;

- OCA’s office at 69 West Washington Street, Chicago, IL;
- CCC’s offices at 50 West Washington Street, Chicago, IL;
- AO’s offices at 118 North Clark Street, Chicago, IL; and
- Other information technology facilities maintained by CCC and/or AO, such as backup sites.

Most technical assistance work shall be performed at CCC and/or AO’s Chicago, IL offices. Deloitte may identify additional locations to be visited during the technical assistance for OCA’s performance audits. All travel must be approved by OCA’s County Auditor or designee in advance. OCA will only reimburse Deloitte for travel expenses approved in advance, in accordance with the Cook County Travel Policy, and in writing by OCA.

7.0 EQUIPMENT AND SPACE

Deloitte shall provide all services, personnel, and materials (except as expressly stated as furnished by CCC, AOP, or OCA) necessary to perform the work described in this SOW. Deloitte **shall not** connect their computer equipment to CCC and/or AO’s networks.

8.0 SECURITY PLAN

Deloitte personnel will have access to sensitive information when conducting work under this SOW, including CCC, AO, and OCA records containing Personally Identifiable Information (PII) on individuals, as well as information regarding on-going or planned OCA audits and County litigation. Accordingly, Deloitte shall be required to develop, implement, and maintain security plans (Plans) describing the processes, procedures, and training of personnel to be followed in connection with its work. Among other things, the Plans must include the following:

- Deloitte employees are expected to maintain control of CCC, AO, and OCA’s information at all times to prevent the loss or theft of any sensitive client information.
- The County and OCA’s data will be protected from the following:
 - **Unauthorized Access** – Only cleared Deloitte employees will have access to CCC, AO, and OCA data. Deloitte will follow the County’s clearance and onboarding processes to get individuals approved to access CCC, AO, and OCA systems and data.
 - **Alteration** –Deloitte will only collect copies of the information for technical assistance to OCA’s performance audit purposes; and will not have edit access to the system(s) of record.
 - **Disclosure** –Deloitte will ensure all individuals have signed and submitted Non-Disclosure Agreements. Additionally, all Deloitte employees are required to sign Deloitte independence forms for all client-related activities.
 - **Misuse of Processed, Stored, or Transmitted Information** –Deloitte will continue to utilize its own laptops for communication with OCA and the County for obtaining audit documentation. Deloitte will not transmit the County’s data without express permission from OCA, CCC, and/or AO management.

Note: Deloitte and any subcontractors that it engages shall at all times comply with the County's security and privacy policies and procedures when performing services under this contract.

9.0 DELOITTE PERSONNEL SECURITY AND SUITABILITY

At award, Deloitte shall identify all Deloitte and subcontractor personnel who will require physical and logical access for performance of work under this SOW. Deloitte shall make their personnel available at the place and time specified by OCA to initiate screening and background investigations.

Deloitte employees are required to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information constitutes grounds for denial to work on this SOW. County personnel may contact Deloitte personnel being screened or investigated in person, by telephone, or in writing, and Deloitte agrees to make them available for such contact.

Alternatively, if an individual has already been cleared by the County, further investigation may not be necessary. Deloitte shall provide OCA with documentation that supports the individual's status. During performance of this SOW, Deloitte will keep OCA apprised of all changes in personnel to ensure that performance is not delayed by compliance with the screening processes.

Before starting work under this SOW, a fingerprint check will be conducted, and the appropriate background investigation will be initiated. This allows the County to positively identify and make a suitability determination of the individual applying for access under this SOW. If at any point during this process, investigative results are unfavorably adjudicated, the individual will be denied admittance to work on this SOW, including both physical and/or logical access. If it is determined that the sensitivity of the County information that will be accessed under this SOW is extremely sensitive in nature, then the background investigation may need to be completed and adjudicated prior to granting Deloitte access.

Upon receipt of a favorable fingerprint check, access will be granted. In the event of a disagreement between Deloitte and the County concerning the suitability of an individual to perform work under this SOW, OCA shall have the right of final determination. This requirement must be incorporated into any subcontracts that require subcontractor's personnel to have regular and routine physical access to a County facility, or any unsupervised logical access to a County information system.

Physical Access: Ability to enter a County owned facility or County-leased space.

Logical Access: Ability to access County IT systems or databases - applies to everyone, whether within a County facility or by remote connectivity.

9.1 Security of County-Furnished Information ("CFI").

Details of any safeguards that may be revealed to Deloitte by the County during the course of Deloitte's performance shall not be published or disclosed without written consent of OCA.

Information given to Deloitte during the lifetime of this SOW shall only be used for carrying out the provisions of this SOW. County information marked or bearing a sensitive marking shall be handled in accordance with the County's information security program and information classification requirements and shall not be divulged or disclosed without OCA permission.

9.2 Physical Security.

Deloitte shall safeguard all County property provided for Deloitte's use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

9.3 Identification of Deloitte Employees.

During the period of this SOW, access to County facilities for Deloitte representatives shall be granted as deemed necessary by the County. All Deloitte employees whose duties under this SOW require their presence at any County facility shall be clearly identifiable by a distinctive badge furnished by the County. Upon the termination of employment of any Deloitte personnel working on this SOW, all County-furnished identification shall be returned to the issuing office. All on-site Deloitte personnel shall abide by the security requirements applicable to that site.

All Deloitte personnel attending meetings and working in other situations where their status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are County officials. They must also ensure that all documents or reports produced by Deloitte are suitably marked as Deloitte products and that Deloitte participation is appropriately disclosed.

Appendix I

Technical Assistance on OCA's Audits of CCC and AO's Information Security Programs and Practices

I.0 Introduction

To assist OCA in fulfilling its evaluation and reporting responsibilities under the Cook County Auditor Ordinance, OCA is seeking the services of Deloitte to provide technical assistance on OCA's performance audits of CCC and AO's information security programs and practices.

I.1 Background

NIST Requirements

The County adopted NIST requirements for its information security program and practice. NIST documents and communicates required security standards through publications and recommended guidelines within NIST Special Publications (SPs). NIST publications provide agencies with a framework for developing appropriate confidentiality, integrity, and availability controls for agency information and information systems.

Technical Assistance for OCA's Audit Objective

The objective of OCA's performance audit will be to evaluate the effectiveness of CCC and AO's information security programs and practices, including CCC and AO's compliance with the County and NIST's information security policies, procedures, standards, and guidelines.

Deloitte's technical assistance for OCA's audits shall be performed in accordance with GAGAS.

Project Scope

The scope of this SOW is technical assistance for OCA's performance audits of CCC and AO's information security programs and practices for December 1, 2024, to November 30, 2025. The scope is to include technical assistance for two OCA audits with one OCA audit report of CCC's information security program and practices and one ACA audit report of AO's information security program and practices. Deloitte shall perform technical assistance to OCA's performance audits of CCC and AO's information security programs consistent with County and NIST requirements and prepare separate reports on the results.

Deloitte is required to develop the technical assistance scope consistent with the requirements of OCA. The technical assistance scope must include the documentation, implementation, monitoring, and effectiveness of internal controls.

Methodology

The independent evaluation will be based on Deloitte’s technical assistance for OCA’s performance audits of CVCC and AO’s information security programs and practices consistent with County and NIST requirements. The technical assistance shall include testing the effectiveness of information security policies, procedures, and practices of a representative subset of CCC and AO’s information systems.

Deloitte is required to develop the technical assistance methodology. The technical assistance methodology must be sufficient for Deloitte to address OCA’s audit objective and (within the context of the audit objective and based on a representative sample of systems):

- Conclude on CCC and AO’s compliance with County and NIST requirements based on an evaluation of CCC and AO’s internal controls and testing a subset of CCC and AO systems for compliance with selected controls covered by NIST, and
- Conclude on the effectiveness of CCC and AO’s implemented internal controls.

The technical assistance for OCA’s audits shall include the testing of the effectiveness of information security policies, procedures, and practices of a representative subset of CCC and AO’s information systems (within the context of the audit objective and representative sample systems).

The selected sample of systems shall be approved by OCA.

As part of the technical assistance documentation, Deloitte shall identify and document how the County defines an “CCC information system and an AO information system” including how CCC and/or AO define (1) controls, (2) physical hardware, (3) software, and (4) boundaries of an information system.

In addition, the methodology shall include fully developed findings¹ related to (1) CCC and AO’s non-compliance of the County’s internal controls described in formal policies and procedures, and (2) internal controls that CCC and AO implemented but that are not effective. Further, the methodology shall include an assessment of findings and recommendations reported in prior reports, if relevant. Deloitte shall have access to the full reports prepared in conjunction with prior audits.

Criteria

Deloitte shall base its technical assistance work for OCA’s audits on security standards and guidelines issued by NIST; and other relevant criteria such as the County’s policies and procedures, and accepted industry practices. Deloitte shall be responsible for following the versions of the guidance that are current at the time the work is performed; and as that guidance is updated to reflect new requirements that may arise.

¹ Findings consist of the following elements—Criteria, Condition, Cause, Effect, and Recommendation, as appropriate.

Project Management

Deloitte shall develop and maintain formal Project Management Plans (PMP) for the work described in this SOW. The plans shall include, at a minimum:

1. A Microsoft Project plan that identifies the tasks, assigned resources, costs, and project schedule.
2. An information and meeting request tracking plan.
3. A Project Budget that establishes ceiling amounts for the Planning Phase, Performance Phase, and Reporting Phase.
4. A contingency plan that describes Deloitte's plan in case of the loss of key personnel, significant delays in requested documents, task completion, or planned resource availability.
5. A plan for tracking issues and findings.

Deloitte shall designate one of its key personnel as the Project Manager to plan and manage tasks and resources to meet the project schedule. The Project Manager shall be responsible for activities including, but not limited to:

1. Developing and maintaining Deloitte's project management plan. Significant changes to the PMP, such as changing budget ceiling amounts for the phases of the project (e.g., Planning, Performance, Reporting, Metrics, etc.), need to be approved by OCA.
2. Tracking Deloitte's work under this SOW.
3. Serving as the point of contact and coordinator for communications between Deloitte and OCA.

Status Reporting and Meetings

Deloitte shall keep OCA's County Auditor or designee apprised of the status of their work throughout the period of performance of this SOW. Deloitte shall communicate via telephone or in person with OCA at least on a weekly basis to discuss the progress of the work and any findings prepared to date. Deloitte shall immediately notify OCA of any issues identified that may pose an operating or financial management problem, including potential fraud, waste, or abuse.

Status reports shall be provided biweekly to OCA's County Auditor or designee and shall include at a minimum, the following information: (1) Report Date, (2) Report Period, (3) Name of Deloitte employee, (4) Audit Title, (5) Technical Assistance Progress (summarizing accomplishments and progress on deliverables), (6) Summary of Work to Be Accomplished for the Next Reporting Period, (7) Status of Information and Meetings Requested, (8) Unresolved

Problems or Difficulties Encountered, (9) Potential Findings, (10) Items Discussed and Agreements Reached During the Reporting Period, (11) Estimated Percentage of Work Completed, (12) Costs and Hours Incurred During the Reporting Period and Cumulative Amounts to Date, (13) Deloitte's Project Plan and Tracking, and (13) Status of Deloitte's Quality Control Activities.

At OCA's request, Deloitte shall conduct status meetings with OCA management to discuss the progress of the technical assistance for OCA's audits and to present any findings prepared to date. At each meeting, Deloitte shall provide an agenda, a detailed listing of the status of information requested of CCC and/or AO management, and other information requested by OCA. Status meetings and reports shall be documented in Deloitte's electronic files submitted to OCA.

Working Papers

The technical assistance report shall be fully indexed and subjected to Deloitte's quality control process before it is provided to OCA. Deloitte shall prepare and maintain organized and up-to-date technical assistance documentation throughout the project. The documentation shall reflect appropriate supervisory review and quality assurance procedures. Deloitte shall submit the technical assistance documentation to OCA's County Auditor or designee for review and inspection upon request. Based on the results of OCA's technical assistance documentation reviews, Deloitte may be required to perform corrective or additional work within the scope of this SOW.

Deloitte shall notify OCA's County Auditor or designee in writing of those CCC and/or AO documents needed for inclusion in their working papers. OCA will work with CCC and/or AO to determine the sensitivity of each document. If a document is deemed not sensitive, CCC and/or AO will provide the document to Deloitte. In regard to "sensitive" documents, these items will be provided at the discretion of OCA, CCC, and/or AO representatives. Deloitte will be provided review access to "highly sensitive" documents in a secure CCC and/or AO environment. However, Deloitte will not be permitted to keep "highly sensitive" (which will be determined at the discretion of CCC and/or AO) documents in their electronic files.

Meetings with CCC, AO, and/or OCA Management

Deloitte shall attend periodic meetings arranged by OCA to discuss the progress of technical assistance work under this SOW with appropriate CCC, AO, and/or OCA management. These meetings may include, among other things, progress meetings, interim results briefings, and exit conferences. Deloitte shall prepare the written briefings and interim results, briefings, and exit conferences. Deloitte shall prepare the written briefings and agendas for these meetings. The briefings and agendas must be approved by OCA prior to being released to OUP management. Discussion items covered by these meetings include, for example: preliminary results, access to records issues, milestone dates, and plans for completing the work.

Constraints

Currently, no constraints have been identified.

Service Requirements

Deloitte service requirements are summarized into performance objectives that relate directly to mission essential items. The performance thresholds briefly describe the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Roles and Responsibilities:

- a. Deloitte's role is to provide quality services to the County, as defined in this SOW.
- b. OCA's role is to provide surveillance of Deloitte's technical assistance, thus ensuring the appropriate quality of service is delivered. The below defines the method by which OCA will accomplish this surveillance.
- c. Procedures: The Performance Objectives (POs)/Thresholds listed below shall be monitored by OCA in accordance with the methodology listed. In the event of a discrepancy, OCA will notify Deloitte and give it an opportunity to correct the problem. If the problem cannot be resolved or reoccurs, OCA's County Auditor or designee will notify the County's Office of the Chief Procurement Officer.

FIGURE 1. OCA’s SURVILLANCE FOR DELOITTE’S TECHNICAL ASSISTANCE TO OCA’s AUDITs OF CCC AND AO’s INFORMATION SECURITY PROGRAMS AND PRACTICES

QASP					
PWS Cite	Requirement	Standard	PO	Method of Surveillance	Incentive/ Disincentive
I.0	Assist OCA in fulfilling its evaluation and reporting responsibilities.	Provide technical assistance to OCA’s audit work in accordance with GAGAS (including deliverables).	Technical assistance work must be completed to enable OCA to meet the audit reporting requirements; and the time frames further delineated in the approved PMP.	100% inspection for key events and deliverables. PMP, status reports and meetings, technical assistance documentation reviews, draft report reviews, and meetings with CCC, AO, and/or OCA management.	Incentive: Favorable Performance Disincentive: Negative Performance
I.3	Provide technical assistance for OCA’s evaluation of OUP’s information security program and practices and prepare a report on the results.				

Deliverables and Applicable Due Dates

OCA shall accept or reject Deloitte’s deliverables within 10 calendar days of Deloitte’s formal deliverable submission.

Deloitte shall promptly notify OCA if any agreed-upon milestones(s) will not be met. Any changes to established milestones must be approved in writing by OCA’s County Auditor or designee. Deloitte shall remedy any deficiency in work products and/or deliverables within five calendar days after receiving a deficiency notice from OCA.

In accordance with GAGAS, Deloitte is also required to report promptly fraud, waste, or abuse that Deloitte may detect as a result of this technical assistance work to OCA.

Figure 2 on the next page provides the deliverable schedule for this SOW.

FIGURE 2. DELIVERABLE SCHEDULE

TASK NUMBER	Deliverable	Quality Standard	Quality Assurance Method	Acceptable Quality Level	Incentive/ Disincentive
1	Start Work		100% Inspection	0% Deviation	Determined by OCA, in consultation with Deloitte
2	Project Management Plans	Documents shall be in accordance with guidelines outlined in the Scope and Objectives in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
3	Security Plans	Document shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
4	Quality Control Plans	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
5	Conduct Planning Meetings and provide agenda and meeting minutes	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.

FIGURE 2. DELIVERABLE SCHEDULE

TASK NUMBER	Deliverable	Quality Standard	Quality Assurance Method	Acceptable Quality Level	Incentive/ Disincentive
6	Technical Assistance Plans	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
7	Prepared By Client (PBC) Lists is created and submitted	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
8	Conduct Entrance Conferences and provide agenda and meeting minutes	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.11.b. Task Requirements and delivered by the due date.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a 2% disincentive will be applied to the total amount for documents as referenced in Appendix I.12, Figure 3, Payment Schedule.
9	Finding Outlines Notices of Findings and Recommendations (NFRs) will be listed and consolidated in this document.	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.

FIGURE 2. DELIVERABLE SCHEDULE

TASK NUMBER	Deliverable	Quality Standard	Quality Assurance Method	Acceptable Quality Level	Incentive/ Disincentive
10	Conduct Message Design Meetings with OCA and provide agenda and meeting minutes	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
11	Discuss Finding Outlines with CCC and/or AO and provide agenda and meeting minutes	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
12	Draft Reports Submission	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
13	Participate in Exit Conferences with CCC and AO and provide agenda and meeting minutes	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
14	Final Reports Submission	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I

FIGURE 2. DELIVERABLE SCHEDULE

TASK NUMBER	Deliverable	Quality Standard	Quality Assurance Method	Acceptable Quality Level	Incentive/ Disincentive
15	Technical Assistance Files/Documentation	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
16	Report Suspected Fraud, Waste or Abuse	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
17	Conduct Periodic Status Meeting (CCC or AO/OCA) and provide agenda and meeting minutes	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.
18	Perform Invoicing and Timekeeping	Documents shall be in accordance with guidelines outlined in the Scope and Objectives and in Appendix I.	100% Inspection	0% Deviation	If the document is delivered late or does not meet quality standards, a disincentive will be applied to the total amount for documents as referenced in Appendix I.

FIGURE 3. PAYMENT SCHEDULE

Item	Due Date	% of Payment
Planning Deliverables (Tasks 1-8)	After completion of Tasks 1-8	25%
Deliverables up to Draft Reports (Tasks 9-12)	After completion of Tasks 9-12	40%
Final Reports and Exit Conferences (Tasks 13-14)	After completion of Tasks 13-14	25%
Administrative / Project Closeout (Tasks 15-18)	After completion of Tasks 15-18	10%

Deliverable Requirement Description:

OCA will review draft products, as appropriate, and revisions, if any, shall be incorporated. Upon approval of each draft product, a final product shall be prepared and submitted. Deloitte shall attend meetings with OCA, CCC and AO management, and others as determined necessary to discuss the technical assistance for OCA’s audits. These meetings shall be conducted as determined by OCA’s County Auditor or designee. Any such meeting required by OCA shall be deemed a Significant Meeting, which include, but are not limited to, the entrance conferences, interim briefing, exit conferences as well as all status meetings. For all such meetings, Deloitte shall be responsible for scheduling the meeting and provide participants with at least five calendar days advance notice. Final agendas and meeting materials shall be provided to OCA at least three days prior to the meeting and sent out to OCA and CCC and/or AO 24 hours prior to the meeting. Planning documents are comprised of Deliverables 1 through 8.

Task 1. Deloitte shall commence work.

Task 2. Deloitte shall develop and maintain a formal PMP for the work described in this task. The plan shall include, at a minimum:

1. A Microsoft Project plan that identifies the tasks, assigned resources, costs, and project schedule.
2. An information and meeting request tracking plan.
3. A project budget that establishes ceiling amounts for the Planning Phase, Performance Phase, and Reporting Phase.
4. A contingency plan that describes Deloitte’s plan in case of the loss of key personnel, significant delays in requested documents, task completion, or planned resource availability.
5. A plan for tracking issues and findings.

Deloitte shall designate one of its key personnel as the Project Manager to plan and manage tasks and resources to meet the project schedule. The Project Manager shall be responsible for activities including, but not limited to:

1. Developing and maintaining Deloitte’s project management plan. Significant changes to the PMP, such as changing phase ceiling amounts, need to be approved by OCA’s County Auditor or designee.
2. Tracking Deloitte’s work under this task.

3. Serving as the point of contact and coordinator for communications between Deloitte and OCA.

Task 3. Deloitte personnel will have access to sensitive information when conducting their work under this SOW, including County related records containing PII on individuals, as well as information regarding on-going or planned OCA audits and County litigation. Accordingly, Deloitte shall be required to develop, implement, and maintain a security plan (Plan) describing the processes, procedures, and training of personnel to be followed in connection with its work. Among other things, the Plan must address the security measures and program safeguards that will be provided by Deloitte. These measures and safeguards must ensure that all information systems, data, and resources acquired and utilized by Deloitte personnel:

- Are protected from unauthorized access, alteration, disclosure, or misuse of processed, stored, or transmitted information;
- Can maintain the continuity of IT support for CCC, AO, and OCA and their programs and operations;
- Incorporate management, operational, and technical controls sufficient to provide cost-effective assurance of the system's integrity, availability and confidentiality;
- Have appropriate technical, personnel, administrative, environmental, and access safeguards; and
- Operate effectively and accurately.

Note: Deloitte and any subcontractors that it engages shall at all times comply with County security and privacy policies and procedures when performing services under this SOW.

Task 4. Deloitte shall develop and maintain an effective Quality Control program to ensure services are performed in accordance with this SOW in an accurate and complete manner. Deloitte shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. Deloitte's Quality Control program is the means by which it assures itself that its work complies with the SOW. After acceptance of the Quality Control plan, Deloitte must receive OCA's acceptance in writing of any proposed change to its Quality Control system.

Task 5. Deloitte will schedule and meet with OCA to discuss the logistics, agency overview, deliverable deadlines, and any other questions by both parties prior to the completion of the technical assistance plan for OCA's performance audits.

Task 6. The Technical Assistance Plan shall include, at a minimum, the objectives of each program and the steps necessary to accomplish the objectives unless specifically agreed to in writing by OCA. The Plan shall incorporate revisions required by OCA to meet OCA's audit objective. In addition, the Plan shall include, at a minimum, the objective and the steps necessary to accomplish the objective unless specifically agreed to in writing by OCA.

Task 7. Deloitte shall prepare and maintain a PBC list for the duration of the technical assistance in this SOW. The purpose of the PBC list is to track Deloitte's requests for documentation, meetings, and information.

Task 8. Deloitte shall participate in entrance conference(s) as arranged by OCA. Additional attendees may include CCC and/or AO officials, OCA officials, and others (as appropriate). All pertinent issues related to the technical assistance work to be performed shall be discussed during these meetings, including, but not limited to: the assignment's objective(s), access to

records, names of individuals conducting and supervising the work, milestone dates, and plans for completing the work. Entrance conference minutes shall be documented as part of Deloitte's electronic files submitted to OCA.

Task 9. Deloitte shall prepare fully developed finding outlines and conclusions for the technical assistance described in Appendix I, consistent with the assignment objective(s) and the task. Finding outlines shall document a description of the condition, the criteria used to assess the condition, the root cause of the condition, and the condition's effect. Finding outlines shall also identify relevant compensating controls and potential solutions for preventing future losses and improving CCC and AO's processes and practices. A statement of conclusions shall clearly and concisely present the overall conclusions related to the assignment objective(s) and include specific supporting information. If applicable, Deloitte shall make formal recommendations through implementation of corrective action plans.

Deloitte shall promptly notify OCA's County Auditor or designee of suspected fraud, illegal acts, violations of County requirements and provisions of contracts, and abuse. OCA will advise Deloitte on how to proceed with regard to such matters.

Task 10. Before the end of technical assistance work for OCA's audits described in Appendix I, Deloitte shall participate in a Message Design Meeting with OCA. The purpose of this meeting is to review and discuss potential findings, conclusions, and anticipated CCC and AO management responses to Deloitte's work and to obtain agreement on the key issues that will be developed in the draft reports. Deloitte shall also be requested to provide input on potential solutions to improve processes and practices that may be included in separate OCA reports and communications to CCC and AO management. All significant decisions made as a result of the Message Design Meetings shall be documented in Deloitte's electronic files submitted to OCA.

Task 11. Deloitte shall present written finding outlines and conclusions to OCA within two weeks of identifying the findings or reaching conclusions. In cases involving significant findings that require prompt management attention, OCA shall be notified within 24 hours. Deloitte shall ensure that it has adequate information and documentation to support the statements of findings and conclusions prior to presenting them to OCA. Deloitte shall prepare findings in accordance with the prescribed OCA format.

Task 12 and 14. Deloitte shall prepare a separate draft report and a separate final report for the technical assistance work performed for OCA's performance audits described in Appendix I. The reports shall, at a minimum, include the following:

- Executive Summary;
- Background;
- Objective(s), Scope, and Methodology;
- Results of Technical Assistance;
- Fully Developed Findings, Conclusions; and, if warranted,
- Recommendations.

Deloitte shall submit draft reports to OCA for review and comment. Consistent with OCA's audit objective and scope as well as OCA's policies and procedures, OCA's County Auditor or designee shall review and approve the draft reports. As provided in GAGAS, Deloitte shall evaluate CCC and AO management's comments on OCA's draft audit report(s) and summarize CCC and AO management's comments and Deloitte's evaluation and submit to OCA. OCA is

responsible for the distribution of all final audit reports and for determining whether such reports contain information that shall not be made publicly available. Deloitte shall annotate the report to reflect that it contains confidential information and that its distribution is limited until OCA determines that the report can be made publicly available.

Technical terminology used in reports shall be clearly described and defined in terms that are understandable to individuals who may have limited expertise or knowledge in the area being reviewed. All reports delivered to OCA shall be cross-indexed to detailed supporting electronic files/documentation submitted to OCA. In addition, all information in the draft and final reports shall be cross-indexed to either summary or detailed supporting electronic files/documentation submitted to OCA. Deloitte shall conduct quality assurance procedures to verify the accuracy and consistency of all report or summary facts and figures, ensure the soundness of the report or written summary logic, and ensure that the electronic files/documentation adequately supports the findings and/or conclusions as required by GAGAS. OCA has the right to access and review any documentation regarding the quality control processes or the results thereof.

Task 13. Subsequent to the issuance of OCA's draft audit report, Deloitte shall participate in a formal exit conference with CCC and AO management as arranged by OCA. Attendees may include CCC, AO, and OCA management, and others as determined by OCA. During the exit conference, the Deloitte shall present its objective(s), scope, methodology, work performed, findings, conclusions, and recommendations. The Deloitte shall solicit CCC and AO management's views on the results of the work performed. Exit conference minutes shall be documented as part of the Deloitte's electronic files/documentation submitted to OCA.

Task 15. The Deloitte shall prepare and maintain organized electronic files/documentation (including summaries) that reflect the current status of the technical assistance described in Appendix I. All electronic files/documentation will become the property of OCA.

Deloitte shall inform OCA of any requests or subpoenas for its electronic files/documentation so that OCA can determine, in consultation with the County if necessary, whether there is a legal basis for: (i) requiring that County information contained in the electronic files not be released, or (ii) permitting the release of such information, but only under certain circumstances (e.g., pursuant to a protective order). The Deloitte shall coordinate with OCA while issues involving release of CCC and/or AO information are being resolved and shall not release sensitive information as defined in County policy without having obtained written consent from the County.

Task 16. Deloitte shall immediately notify OCA of any issues identified which may result in a significant impediment to the completion of the technical assistance work, or may indicate potential fraud, waste, or abuse.

Task 17. Throughout the SOW period of performance, Deloitte shall keep OCA apprised of the status of their work. The Deloitte shall communicate via telephone or in person with OCA's County Auditor or designee on at least a weekly basis to discuss the progress of the work and any findings and conclusions prepared to date. Additionally, the Deloitte shall conduct status

meetings on a biweekly basis to keep OCA apprised of the status of their work. Deloitte shall submit on a biweekly basis to OCA written status reports for OCA's audits in the format provided in Appendix I to this SOW. The Deloitte status reports shall reflect the engagement status, completed work, remaining work, unresolved problems or difficulties, narrative summaries of potential findings and conclusions, and costs and hours incurred to date. Status meetings shall be documented as part of the Deloitte's electronic files/documentation.

Deloitte shall attend interim progress meetings arranged by OCA to discuss the progress of the technical assistance work and preliminary results with appropriate CCC, AO, and OCA management. Deloitte shall prepare written briefing materials and/or agendas for these meetings. The briefing materials and agendas must be approved by OCA prior to being released to CCC and/or AO management. Discussion items covered during these meetings include, for example: objectives and methodology, plans for completing additional work, preliminary findings and conclusions, access to records issues, milestone dates, and a detailed listing of any information requested of management that is overdue. Meeting minutes shall be documented as part of Deloitte's electronic files/documentation submitted to OCA.

Task 18. Deloitte shall submit invoices in accordance with the instructions specified in the contract. All timesheets to support the invoices shall be maintained as part of the electronic files/documentation and available for review by OCA when requested.

1) Task Applicable Document

Government Auditing Standards: 2024 Revision

Key Personnel

For planned key personnel replacements, Deloitte shall provide OCA with a minimum of 30 calendar days advance notice. Substitutions or additions to approved key personnel under this SOW shall not be accepted unless specifically approved in writing by the Office of the Chief Procurement Officer. Any substitutions and/or additions shall be subject to the terms and conditions of this clause.

All notification requests for substitutions and additions must provide a justification and detailed explanation of the circumstances necessitating the proposed substitution or addition, a complete resume for the proposed substitute or addition, and any other information requested by OCA needed to approve or disapprove the request. Resumes submitted shall identify the education and experience of the Key Personnel candidate(s) relative to this SOW, experience, education, and citizenship status. All proposed substitutes and additions must have qualifications equal to or better than the person to be replaced.

OCA will evaluate such requests and promptly notify the Deloitte of the approval or disapproval thereof.

Incorporation of Terms and Conditions/Order of Precedence

All terms and conditions of the Contract are incorporated by reference in this SOW. If there are any conflicts between this SOW and the terms and conditions of the Contract, the terms and conditions of the Contract take precedence.

DRAFT

ETHICAL PRINCIPALS AND OTHER PROFESSIONAL STANDARDS

NAME:	
DELOITTE:	
POSITION TITLE:	
CONTRACT NO.:	

1. I am aware of the ethical principles and standards for independence, professional judgment, and competence contained in Generally Accepted Government Auditing Standards (GAGAS).
2. (Check the appropriate Answer Below) To the best of my knowledge and belief, I
 am not aware of any threats to my independence referenced in GAGAS.
 have the following threats to my independence:
3. I commit to adhere to the ethical principles and standards referenced above.
4. If any personal or external threat to independence arises during the audit, I will bring it to the immediate attention of the Office of the County Auditor's County Auditor.

SIGNATURE: _____

DATE: _____

NON-DISCLOSURE AGREEMENT

DISCLOSURE OF INFORMATION

(a) Deloitte (used herein after in this Clause to mean Deloitte and Deloitte's directors, officers, employees, subcontractor, agents, or consultants) shall not disclose without the prior written approval of the Office of County Auditor (OCA) any nonpublic information obtained by, produced by, or disclosed to the Deloitte in connection with its performance of work for OCA to anyone other than persons within OCA or persons in the Deloitte's organization who are properly entitled to such information for the performance of their official duties. Nonpublic information means information which has not become part of the body of public information. Deloitte shall take all reasonable measures to avoid unintentional or inadvertent disclosure by it of such nonpublic information, and shall return to OCA any such information, or copies thereof, not later than the date Deloitte has completed performance of its work under this contract.

(b) Deloitte agrees not to use or permit the use of nonpublic information obtained as a result of its performance of technical assistance work for OCA under this contract for private gain for itself or any other person by direct action on Deloitte's part or by counsel, recommendation, or suggestions to another person.

(c) Deloitte understands that it is prohibited from testifying in court or otherwise with respect to information obtained by, produced by, or disclosed to the Deloitte in connection with its performance of technical assistance work under this contract, and is prohibited from furnishing documents of OCA, Offices under the President (OUP), or Cook County, or copies thereof, in compliance with a subpoena, court order, or otherwise without the prior written consent of the County Auditor of OCA. Deloitte's authorization to testify or produce documents related to OUP, OCA, or the County is limited to any such authority granted by the County Auditor for OCA. Deloitte shall promptly notify the County Auditor of OCA of any request, subpoena, court order, or other legal process requiring Deloitte's attendance as a witness or the production of documents.

(d) Deloitte agrees that its personnel and subcontractor's personnel for this contract will sign an OCA Nondisclosure Oath ("Oath") containing the prohibitions set forth in paragraphs (a) through (e) of this Clause. Deloitte further agrees that Deloitte will submit the original copy of each signed Oath to OCA prior to performance of any work by Deloitte's personnel under this contract. (A copy of the Oath is an attachment.)

(e) Deloitte agrees that any deviation from this Clause which is attributable to the Deloitte constitutes a material breach of contract and may be sufficient grounds for a termination for default.

NON-DISCLOSURE OATH

I, _____, during the performance of my work for Cook County’s Office of the County Auditor (OCA) and after completing such performance, shall not disclose without the prior written approval of OCA’s County Auditor any non-public information obtained by, produced by, or disclosed to me in connection with my performance of work for OCA to anyone other than persons within OCA, who already have access to such non-public information, or persons in my organization who are properly entitled to such information for the performance of their official duties. Non-public information means information which has not become part of the body of public information, including, but not be limited to, information of the Offices under the President, Cook County, or OCA.

I shall take all reasonable measures to avoid unintentional or inadvertent disclosure by me of such non-public information, and shall return to OCA any such information, or copies thereof, not later than the date I have completed performance of my work.

I will not use or permit use of non-public information obtained by me as a result of my performance of work for OCA for private gain for myself or any other person by direct action on my part or by counsel, recommendation, or suggestions to another person.

Unless by judicial order directed otherwise (after providing OCA’s County Auditor with notice as specified below), I understand that I am prohibited from testifying in court or otherwise with respect to information obtained by, produced by, or disclosed to me in connection with my performance of work, and I am prohibited from furnishing documents of OCA, Offices under the President, or Cook County, or copies thereof, in compliance with a subpoena, order, or otherwise without the prior written consent of the County Auditor of OCA, and that my authorization to testify or produce documents related to the Offices under the President, Cook County, or OCA is limited to any such authority granted by the County Auditor of OCA. I shall promptly notify the County Auditor of OCA of any request, subpoena, court order, or other legal process requiring my attendance as a witness or the production of documents.

SWORN this ___day of _____, 20____. Signature: _____