

Written Testimony of Jo Ann Kauffman, MPH
President and Founder, Kauffman and Associates, Inc.

Before the Michigan House of Representatives
Appropriations Subcommittee on General Government

Hearing on the Michigan Native American Boarding School Study
February 26, 2026

Mr. Chairman, and members of the Michigan House Appropriations Subcommittee on General Government, thank you for the opportunity to testify regarding our work on the Michigan Native Americans in Boarding Schools Study.

My name is Jo Ann Kauffman. I am an enrolled member of the Nez Perce Tribe, and the founder and president of Kauffman and Associates, Inc., (KAI). Today I have brought with me two of my colleagues at KAI, our CEO, Kevin Keefe and Dr. Chesleigh Keene, our Vice President of Research, Evaluation, and Planning.

My testimony today will address three main topics: (1) KAI's background, selection and team; (2) our design and methods, and (3) challenges, both methodological and contractual.

After completing my master's in public health from the University of California at Berkeley, I formed KAI to address health and wellbeing of American Indian and Alaska Native tribes and communities. Over its 36-year history, KAI has earned the respect of those we serve, including hundreds of tribal governments, states, federal government agencies, national nonprofits, and numerous philanthropies who all share our ethos of 'doing work that matters'. This work has included research, evaluation, communications, technical assistance, training, and event support on both national and regional scales. Our prior work includes developing the nations' first Native American boarding school healing tool kit for the US Indian Health Service, which we did in close collaboration with tribes. In 2005, following a 2005 mass shooting in Indian Country, KAI was asked by the federal government to help design a Native youth suicide, violence and bullying prevention model for all Native communities, a model that continues to this day and was included in the President's Budget request for Fiscal Year 2026. KAI is a mission-driven company committed to the healing and health of Native communities.

KAI responded to the State's December 2023 RFP for an exploratory study of Michigan's Indian boarding schools. KAI was selected following competitive review and work began in January 2024. We were amazed to see any state step forward to better understand the difficult topic of Indian boarding schools in its own history. We understood the significance this work represented for many tribes in Michigan and for the many survivors and descendants of boarding schools. We recognized both the historical trauma this work could trigger and the need for a safe, respectful, trauma-informed approach.

Getting the study right was our top priority, and to do so we assembled an exceptionally qualified, multidisciplinary team over the course of the nearly two years of this study. Our core team included ten professionals, eight of whom held PhDs and brought nationally recognized expertise in Indigenous education, federal Indian law, historical trauma, archival research,

repatriation, and culturally grounded methodologies. To ensure the study was Tribally led, we convened a Tribal Advisory Group composed of Tribal leaders, cultural knowledge holders, boarding school experts, historians, behavioral health specialists, and several were doctoral-trained or longstanding subject matter experts in their fields. The Tribal Advisory Group was composed of representatives from 10 of Michigan's 12 federally recognized Tribes. One Tribe declined to join, and one did not respond to the invitation.

We engaged Michigan-based experts with deep knowledge of Mount Pleasant Indian Industrial Boarding School and scholarship at the intersection of treaties, Tribal sovereignty, and Native education. We conducted key informant interviews with Tribal leaders and Elders.

KAI followed a culturally grounded and trauma-informed approach. We validated our methods and findings with MDCR throughout the project's first year, through regular meetings with the Tribal Advisory Group, which met monthly during the first half of this project. The following is a quick summary of KAI's approach:

Research design: In accordance with our contract, this was a preliminary, exploratory study built on a mixed-methods model designed with MDCR and the Tribal Advisory Group. We combined dense archival research and a literature review with key-informant interviews, community talking circles, survivor and descendant questionnaires, and optional recorded oral histories. We used an ecological lens, looking at individuals, families, community systems, Michigan context, and federal and state policy together, so that survivor truths and historical evidence were braided into one coherent picture.

Culturally grounded and trauma-informed: We grounded the work in Anishinaabe values and the Indigenous Evaluation Framework. Every engagement followed community protocol, opening prayers or blessings, land acknowledgements, and clear consent of participants. Because of the sensitivity of the topic, we provided multiple safe ways to share, including private interviews, anonymous online and hard-copy questionnaires, facilitated talking circles, and, only when people chose it, recorded oral histories. Consent was continuous. People could pause, skip, or withdraw their consent at any time. Wellness and after-care resources were available at the point of engagement.

Governance and validation: The Tribal Advisory Group reviewed the design, instruments, outreach, preliminary analyses, and advised interpretation to ensure cultural fitness and community legitimacy.

Archival work: We accessed National Archives (DC, Chicago), Archives of Michigan, Tribal repositories, church collections (where accessible), and university holdings, including BIA contracts, school statistics, ledgers, correspondence, and contemporaneous press. While some holdings remain embargoed or incomplete, the record is sufficient to document Michigan-specific operations and identify areas for future inquiry.

Study engagement activities: We hosted four talking-circle forums (three in-person and one virtual), opened with local protocol and documented with consent. We conducted more than 40 early key informant interviews (scholars, Survivor/Descendant leaders, Tribal education/repatriation/behavioral health experts, and selected state/federal/Tribal officials) and

recorded oral histories with consent. We fielded Survivor (n=30) and Descendant/Impacted (n=165) questionnaires (online, hard copy, or one-on-one), with privacy maintained by separating contact information from responses.

Data safeguards and analysis: Participants were 18 and older and provided informed consent with the ability to withdraw at any time. Quantitative data were analyzed with descriptive statistics; qualitative materials were coded inductively and deductively and thematically reviewed with the Tribal Advisory Group to protect cultural integrity and avoid analytic misinterpretation.

Key Findings: I want to briefly summarize a few important take-aways from this exploratory study. First, we identified more than 30 boarding school-and-related institutional sites in Michigan. This is far more than the handful acknowledged in earlier federal reports. This confirms that the system in Michigan was broad and deeply rooted.

Second, for many Native children in Michigan, attendance was not voluntary. It was enforced through federal policy, state and county actors, mission authorities, and sometimes local law enforcement. Families were often coerced or threatened with consequences if they resisted.

Third, we found evidence of multijurisdictional coordination that sustained the system over time. Federal agencies, state and county officials, church organizations, and local authorities often operated in tandem, creating a structure in which no single entity held full responsibility, but all contributed to maintaining the movement and placement of Native children into these institutions.

Fourth, survivors and descendants described identity erasure, the teaching of cultural shame, and the heavy burden placed on children to protect younger siblings and one another.

Fifth, we heard reports pervasive physical, emotional, and sexual abuse that occurred in the schools and, in some cases, known or suspected child deaths.

Finally, these harms did not end when the schools closed. We documented clear intergenerational impacts (in family systems, language loss, cultural transmission, mental health, abuse, and community wellbeing). Descendant voices were essential in understanding how boarding school trauma continues to shape Native families in Michigan today.

It is important to say clearly that this is not just history. The trauma, family separation, cultural loss, and systemic harms created by these schools continue, and are still being lived today by survivors, their children, and their grandchildren. This is not simply a chapter from the past, its effects remain a present-day reality in Michigan Tribal families and communities.

Mr. Chairman, members of the Committee, these are difficult truths, but they reflect what survivors and descendants entrusted to this study.

Challenges Encountered

Challenges inherent to boarding school research include incomplete, biased, or dispersed records (often controlled by historically involved institutions), interstate student transfers, and

the ethical imperatives of trauma-informed practice, cultural protocol, and Tribal data sovereignty. Our approach centered Indigenous voices and intergenerational impacts.

Aside from the methodological challenges inherent to this type of work, a significant challenge to KAI was the disconnect between our contractual scope of work and the conflicting verbal directives from those overseeing our work on behalf of the state. Near the conclusion of our base contract, MDCR executed a contract modification that extended our period of performance and added funds. While the language in our contract modification was very similar to our base contract, it alluded to requirements in legislative language without much guidance as to what the requirements might be. MDCR replaced staff assigned to KAI's contract, and we worked to build new relationships.

The change in MDCR staffing was accompanied by the inclusion of representatives from the Attorney General's office. From this point on, the AG representatives led all project calls and provided substantive direction. An AG representative gave new directives to KAI to significantly shift and narrow the scope of our study. The AG-led directives included:

- Limits on interpretation and Key Findings and requests to retroactively apply new legislative questions while restricting additional archival work. Limiting our role in this way was consequential. This request undermined KAI's ability to make the data meaningful, responsible, and usable. This request also removed the originally planned TAG, tribal, and SME interpretation of the data and findings.
- Content suppression of out-of-state placement of Native students, county/State references, and institutional accountability. Asking for the deletion of references to Native children being sent out of state and the deletion of references to counties, county entities, and the State of Michigan, except when directly quoted by a participant, ran counter to the stated goals of the project and to the trust extended to researchers by survivors, descendants, and tribal partners.
- Exclusion of Descendant testimonies and a reduction from 34 identified schools to 5 federal schools. Removing or minimizing these voices not only compromises the methodological integrity of the findings but also violates the relational commitments made to participants who shared painful family histories in good faith. Descendant voices were not incidental to this study; they were central to its purpose. As intergenerational witnesses and knowledge holders, descendants speak to the enduring harm, resilience, and cultural continuity resulting from the boarding school era.
- Requests were made for unredacted signed consent forms, which conflicted with confidentiality, human subject protections, and Tribal data sovereignty.

Our concern about these conflicting directives was so great, that we documented them in a formal letter, in August 2025, to the AG's office, MDCR, and the Executive Office of the Governor. A copy of this letter is included in the materials submitted today. In response to this letter, MDCR requested a phone call to discuss KAI's concerns.

The State conducted a formal Tribal Consultation in August 2025 in Manistee, and presented the much abbreviated 50-page summary of our work. We also attended. Tribal leaders and other tribal participants at this meeting rejected the abbreviated report, and demanded the full reporting. At this meeting, KAI committed to honoring the tribal feedback and to restoring all items previously omitted at the request of the AG. Needless to say, responding to directives inconsistent with our contract diverted valuable time and undermined the collaborative process vital for producing a quality final report.

We believe that our final deliverable, the September 2025 version of our report, is the most accurate representation of the findings and commitments made to participants and to the Tribes.

We were dismayed to learn that our work later faced significant public criticism by an MDCR official before the Civil Rights Commission. In response, we sent a January 2026 letter to the Attorney General and MDCR Executive Director. We have also included a copy of this letter in our materials submitted today. We have not received a response to this letter.

Our full and final report is not merely a contractual deliverable. It is the product of careful, often painful truth telling by people rarely afforded a platform. As researchers, and as Native people, we are obligated to reflect the fullness of the historical record and the voices entrusted to bear witness to these historical events and generational impacts. We also note that in the legislative appropriations language regarding this study, the legislature recognized the need for “findings and recommendations” from the study “to be shared with the public and this state.”

We commend the state of Michigan for pursuing this study to understand this painful chapter of Michigan and tribal history. We urge your continued partnership with tribes to further this inquiry. Truth is the first step to healing.

In summary, KAI met all our contractual requirements with the state and kept our promise to the tribes and boarding school survivors and descendants, including the delivery of the full report that not only protects the confidentiality of participants, but also honors their truths that were shared.

Thank you for your time and for the opportunity to testify today.

Note: This testimony has been corrected to reflect the following (changes shown in underlined text):

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KAUFMAN AND ASSOCIATES, INC.

Jo Ann Kauffman, President and Founder

Jo Ann Kauffman (Nez Perce) has worked in public health policy, health care, and community wellness for more than 45 years. Her professional career began as a health administrator for urban Indian and tribal health systems. In 1990, she created Kauffman and Associates, Inc. (KAI), a public health and management consulting company. She is a hands-on leader for KAI, overseeing national, regional, and local contracts for tribes, states, nonprofits, and numerous federal agencies, including the U.S. Departments of Veterans Affairs, Justice, Commerce, Interior, as well as for many agencies within the U.S. Department of Health and Human Services, including the Indian Health Service, National Institutes of Health, Substance Abuse and Mental Health Services Administration, Centers for Disease Control and Prevention, Centers for Medicare & Medicaid Services, and the Food and Drug Administration. She has served on national boards, including those of the American Indian Health Care Association, the National Native American AIDS Prevention Center, the National Association on Fetal Alcohol Syndrome, and the National Association for Native American Children of Alcoholics. She currently serves on the Governing Council for the University of Toronto's Master in Social Work, Indigenous Trauma and Resiliency program; the International Indigenous Council (IIC), which oversees the Healing Our Spirit Worldwide Conference; and the Sovereign Equity Fund which supports small tribal agriculture and food sovereignty in tribal communities. In 1998, she was awarded the "Free Spirit Award" by the Freedom Forum for her work representing tribes and Indian communities as a community activist and advocate on First Amendment issues. She was appointed to the Board of Trustees for Eastern Washington University (EWU) by the governor of Washington State and served from 2003 to 2015. In 2017, she received an honorary doctorate from EWU for her lifework in the field of Indian health. Jo Ann holds a master of public health degree from the University of California at Berkeley.



Kevin Ollokot Keefe, CEO

Kevin Ollokot Keefe is an enrolled member of the Nez Perce Tribe and has been the CEO of Kauffman and Associates, Inc. since 2020. Mr. Keefe leads strategic planning and operational improvement engagements with KAI's tribal clients. He holds a master's of economics from the University of San Francisco and an MBA from The Wharton School at the University of Pennsylvania.



Chesleigh N. Keene, PhD, Vice President of Research, Evaluation, and Planning

Dr. Chesleigh Keene (Diné/Navajo) serves as Vice President for Research, Evaluation, and Planning at KAI. She brings more than ten years of experience advancing health and wellness in American Indian and Alaska Native (AI/AN) communities through culturally grounded research and evaluation. Dr. Keene's expertise includes leading multidisciplinary research initiatives, strengthening culturally responsive methodologies, and contributing to the development of evidence-based practices that honor Indigenous knowledge systems. She has also served as graduate-level faculty, teaching courses focused on Indigenous worldviews in psychology and community well-being.

Dr. Keene holds a Doctor of Philosophy in Counseling Psychology from the University of Denver, a Master of Arts in Community Counseling from Loyola University, and a Bachelor of Arts in Psychology from Fort Lewis College.



ATTACHMENT 1



STATE OF MICHIGAN PROCUREMENT

Michigan Department of Civil Rights

110 W. Michigan Ave.,
Lansing, MI
48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 240000003648

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Kauffman and Associates, Inc.
	P.O. Box 21789
	Spokane, WA 99201
	Jo Ann Kauffman
	509-747-4994
	joann.kauffman@kauffmaninc.com
	VS0309495

STATE	Program Manager	Melissa Kiesewetter	MDCR
		517-241-7748 kiesewetterm@michigan.gov	
STATE	Contract Administrator	Mahad Adawe	MDCR
		517-940-5458 Adawem2@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Statewide Native American Boarding School Study

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
01/16/2024	01/30/2025		
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$1,000,000.00

FOR THE CONTRACTOR:

Kauffman and Associates, Inc.
Company Name


Authorized Agent Signature

Jo Ann Kauffman, President
Authorized Agent (Print or Type)

January 23, 2024
Date

FOR THE STATE:


Signature

John E. Johnson, Jr., Executive Director
Name & Title

Michigan Department of Civil Rights
Agency

January 25, 2024
Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and **Kauffman and Associates Inc** (“**Contractor**”), a Washington Corporation. This Contract is effective on **January 16, 2024** (“**Effective Date**”), and unless terminated, will expire on **January 30th, 2025** (the “**Term**”).

The parties agree as follows:

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

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

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

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

If to State:	If to Contractor:
<p>See Contract Administrator information shown below.</p>	<p>Jo Ann Kauffman P.O. Box 21789 Spokane, WA 99201 joann.kauffman@kauffmaninc.com 509-747-4994</p>

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

State:	Contractor:
<p>Mahad Adawe 110 W. Michigan Ave., Lansing, MI, 48933 adawem2@michigan.gov 517-940-5458</p>	<p>Kathy Lewis P.O. Box 21789 Spokane, WA 99201 kathy.lewis@kauffmaninc.com 509-789-2681</p>

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

State:	Contractor:
<p>Melissa Kiesewetter 110 W. Michigan Ave., Lansing, MI, 48933 kiesewetterm@michigan.gov 231-360-1005</p>	<p>Dr. Aaron Payment P.O. Box 21789 Spokane, WA 99201 aaron.payment@kauffmaninc.com 906-203-5159</p>

5. Performance Guarantee. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. Insurance Requirements.

- a. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- b. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- c. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- d. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - (1) Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - (2) Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract
- e. **Proof of Insurance**
 - (1) Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
 - (2) Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - (3) Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - (4) All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - (5) The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - (6) In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to the Contract Administrator no later than 5 business days following such cancellation or nonrenewal.
- f. **Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

g. Limits of Coverage & Specific Endorsements. (See Table 6.1 Below)

TABLE 6.1

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

h. Non-Waiver. This Section 6 is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any

obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

7. Reserved

8. Reserved

9. Relationship of the Parties. The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. Intellectual Property Rights. If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

11. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

12. Staffing. The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.

13. Background Checks. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

Upon request, or as may be specified in a Statement of Work, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

- 14. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

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

Contract.

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

- 18. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 21. Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 24. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for

bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

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

25. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

26. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established

Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.
- 28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 29. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 30. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 31. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 32. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.
- 33. Reserved**
- 34. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the

time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability

to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

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

35. Reserved

36. Reserved

37. Reserved

- 38. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

- 39. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any

third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

- 40. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. Reserved**
- 43. Reserved**
- 44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 45. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

- 46. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 48. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 49. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

 Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 50. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 51. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
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Schedule A	Statement of Work
Schedule B	Pricing Matrix

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 53. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 240000003648

Statewide Native American Boarding School Study

This schedule identifies the requirements of this Contract.

BACKGROUND

The Native American Boarding School era began with funding allocated through the Indian Civilization Act of 1819. Through this act, dollars were appropriated to “civilize” and “assimilate” Indigenous children. These boarding schools were operated in part by the federal government and, in many cases, in conjunction with churches, private entities and other government systems. The federal government adopted child removal policies and erected boarding schools throughout the country in an effort to remove Native children from their communities and remove the Native languages and culture from the children. Boarding schools existed in two categories: federal industrial boarding schools and mission-based boarding schools. While many entities and structures existed and operated with the sole purpose of civilizing and assimilating Native children, not all of them received federal funding. Per the initial federal investigative report issued in May of 2022, the Department of the Interior identified five (5) such schools that operated in Michigan and did so according to criteria established for the purpose of guiding the investigation. It is anticipated that this number may increase as the investigation continues.

Again, while there were many other institutions, such as orphanages, day schools, group homes, etc., that operated in Michigan with the same purpose, the five (5) schools identified in the federal investigative process are as follows:

Native American Boarding School in Michigan	Other Names	Location	Date Opened	Date Closed
New L'Arbre Croche Mission School	Holy Childhood of Jesus Catholic Church and Indian School; Holy Child Harbor Springs Boarding School; Holy Childhood of Jesus Church	Harbor Springs, MI	1889 as this school. The building originally opened in 1829	1983
Baraga Chippewa Boarding and Day School	Chippewa Mission; Holy Name Boarding and Day School	Baraga, MI	1884	1902

Mount Pleasant Indian Industrial Boarding School	Michigan Indian Industrial Boarding School; Mount Pleasant Indian School; Mount Pleasant Training	Mount Pleasant, MI	1893	1934
Mackinac Mission School	Mission House; Michilimackic or Michillimackinac School; Mackinaw Mission School for Native American and Metis Children	Mackinac Island, MI	1823	1837
Catholic Otchippewa Boarding School	Otchippewa Day and Orphan Boarding	Schoolcraft County, MI	1883	1888

SCOPE

This study should serve as a preliminary and exploratory assessment of Michigan’s boarding school history and shall:

1. Provide an overview of the boarding school system and how it operated in the state of Michigan, including the role the state had in its operation.
2. Highlight the conditions, experiences, enrollment and financial mechanisms for said operation.
3. Identify unexplored areas and unanswered questions that will require additional time, funding and resources.
 - a. The design of this study shall also incorporate collaborative efforts with Tribal communities, which will be critical to gaining insight, guidance, and authentic contributions to the project.
4. Produce recommendations, which will be developed – in part – with guidance from Tribal Nations and Indigenous communities.
5. Result in a final report which describes and illustrates the landscape of Michigan’s boarding school history, and which presents the proposed recommendations.

1. Requirements

1.1. General Requirements

A. The Contractor must demonstrate the following:

- i. Understanding and experience in Tribal engagement and inter-governmental collaboration through:
 - a. The use of approaches informed and guided by cultural sensitivity and respect, historical awareness, an understanding of Tribal sovereignty and a working knowledge of building and upholding of positive government-to-government relationships.
 - b. Access to resources (or the ability to secure such resources) and capacity to engage Tribal governments and communities.
 - c. An ability to work in concert with the Department of the Interior’s federal

boarding school investigation and to collaborate with other governmental agencies and non-profit organizations.

- ii. Experience in historical preservation, research, analysis and report writing which should demonstrate:
 - a. Evidence of experience in preservation, protection, curation, repatriation, and management of historical research, archival research, records and cultural information
 - b. Evidence of experience in analyzing research, data and historical records
 - c. Project management experience with emphasis on government-to-government relationships
 - d. Research experience related to intergenerational trauma, Native American child removal policies and boarding school history

B. The contractor must exhibit the following:

- i. A strategic yet thoughtful plan by which the study will be designed, implemented, and completed, which should identify:
 - a. Desired goals and outcomes
 - b. Project team members (or subcontractors); including how they will be chosen and on-boarded, how their roles will be defined and fulfilled, their qualifications and their individual knowledge and experience working with Tribal communities
 - c. Approaches to be employed by the team which collectively address the critical need for prioritizing an Indigenous-centered approach and perspective Method(s) by which collaborative efforts with Tribal Nations and Indigenous communities will be developed and implemented
- ii. A summary of the resources, skills and capacity to engage with Tribal governments and Tribal communities which should include
 - a. Procedures to preserve and protect Indigenous intellectual property rights
 - b. Culturally responsive methods for addressing the sensitive nature of the topic
 - c. Methods and approach by which the contractor will engage Tribal governments, communities and individual community members
 - d. Indigenous-centered approaches to seeking and collecting feedback and guidance from Tribal Nations and Indigenous communities
- iii. A timeline for completing the project outcomes to include:
 - a. Project benchmarks
 - b. Final report
 - c. Recommendations

- iv. A detailed budget which should identify:
 - a. How funds will be allocated
 - b. Anticipated expenditures related to:
 - o Subcontractor services
 - o Travel
 - o Compensations and honorariums
 - o Research
- v. A final written report containing the findings, identifying recommendations for next steps and providing guidance for moving forward.

C. The contractor must meet the following expectations during the contract period:

- i. Have weekly touchpoint meetings with MDCR program manager
- ii. Maintain regular and open communication with MDCR program manager
- iii. Submit monthly benchmark reports no later than the 15th of each month
- iv. Communicate any challenges or difficulties, particularly those impacting Tribal/State relations
 - a. Activities and status for each project task
 - b. Work scheduled for the next month
 - c. Variances between work scheduled and work performed
 - d. Any issues or risks, including proposed corrective actions
 - e. Risk management plans.
- v. Participate in MDCR-led Tribal engagement events

1.2. Transition

- i. **Contract Execution:** Should the contractor determine that the work cannot be completed according to the accepted proposal, the contractor must provide 30 business days notice to MDCR.
- ii. Should the Contractor separate from MDCR prior to the project's completion, the contractor must surrender all information to the Tribal Liaison within 5 business days
- iii. In addition to the information found in the "scope" and "general requirements" sections, the contractor must agree to forego all information related to the study including any existing information or newly obtained information (data, records, evidence, research, etc.) to the State of Michigan, specifically the Michigan Department of Civil Rights.

2. Acceptance

2.1. Final acceptance

- i. The program manager will review and assess the draft final report as submitted by the contract by January 13th, 2025.
- ii. The program manager and the contractor will make any necessary edits and revisions prior to January 20th, 2025.
- iii. Final acceptance of the project will be determined by a thorough and satisfactory final report which meets the requirements of the legislative boilerplate language and is submitted on or before January 30th, 2025.
 - a. Final acceptance will be identified as the date of submission to the Executive Office of the Governor (EOG) on January 30th, 2025.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint one project coordinator who is specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to project status, etc. (the “Contractor Representative”).

The Contractor must notify the Contract Administrator at least 5 calendar days before removing or assigning a new Contractor Representative.

3.2. Work Hours

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.

3.3. Key Personnel

The Contractor must appoint one individuals who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State’s Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the

Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

- i. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$500.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.
- ii. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$500.00 credit specified above, Contractor will credit the State \$100.00 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$500.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$500.00 per individual.

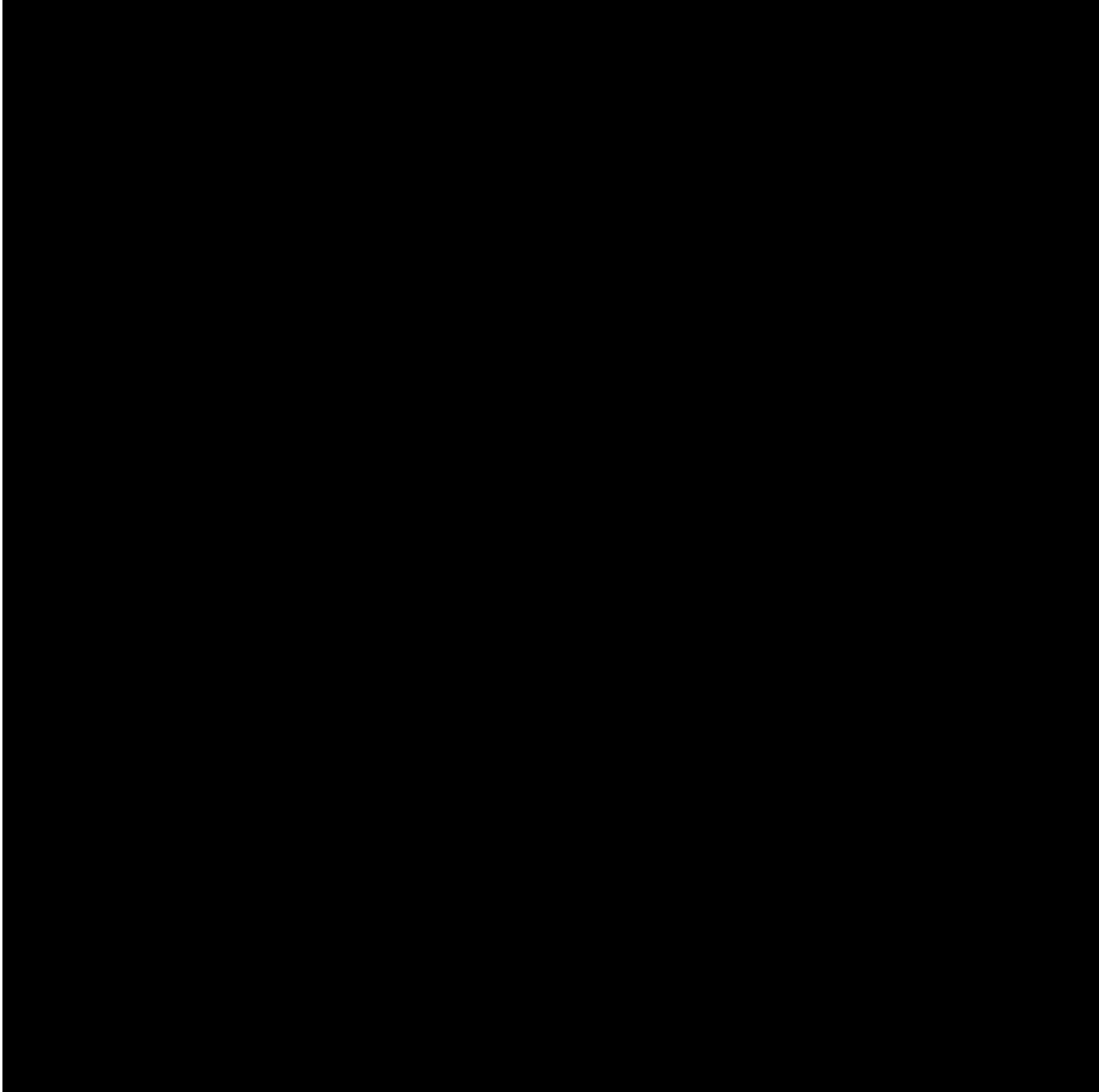
Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate;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

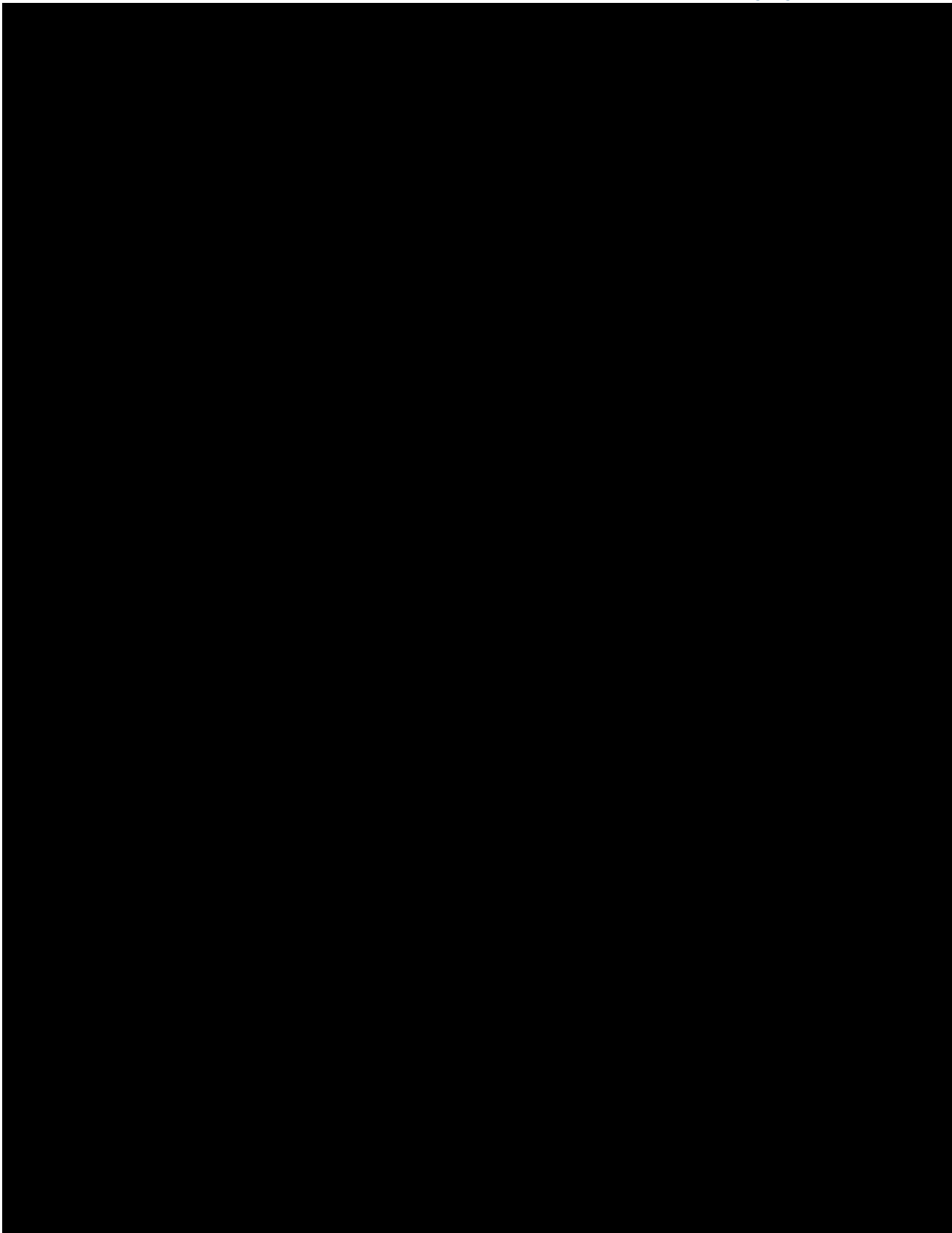
The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

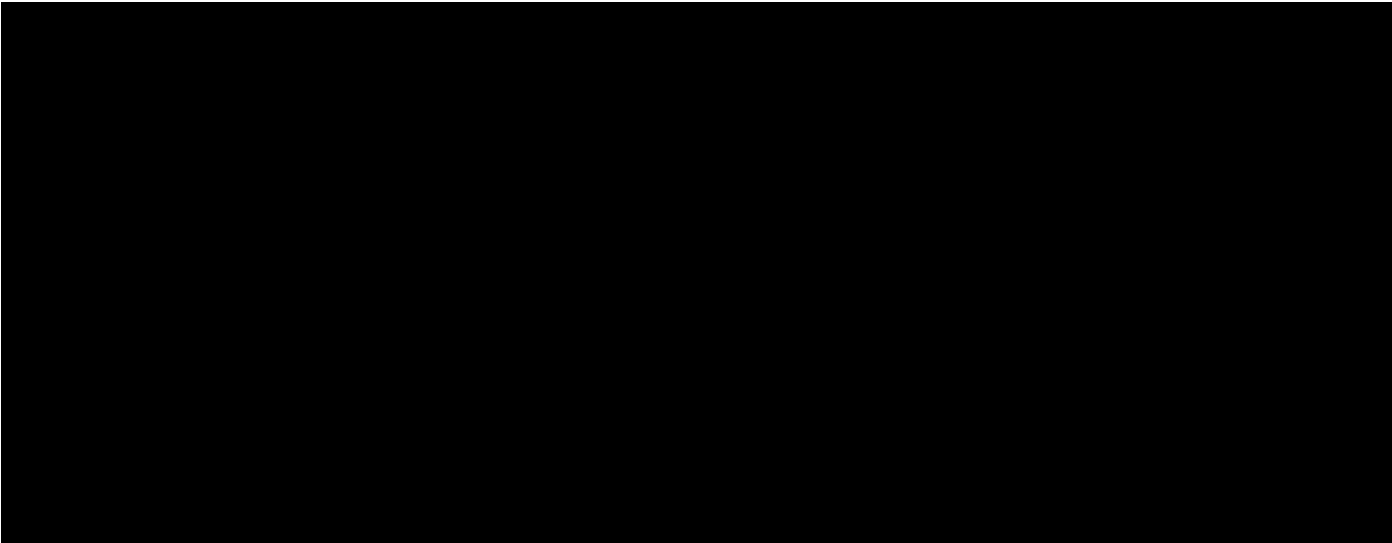
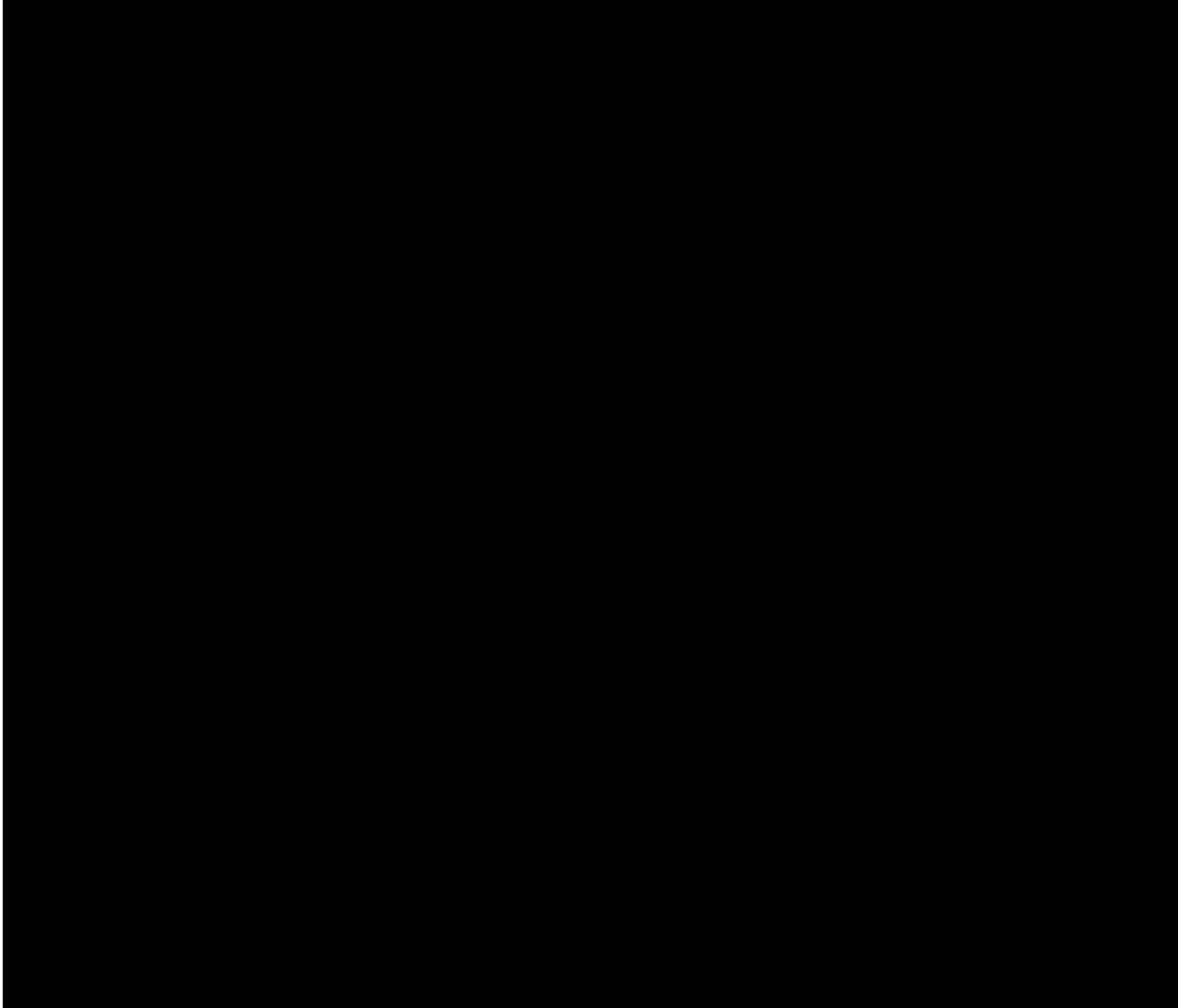
The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:

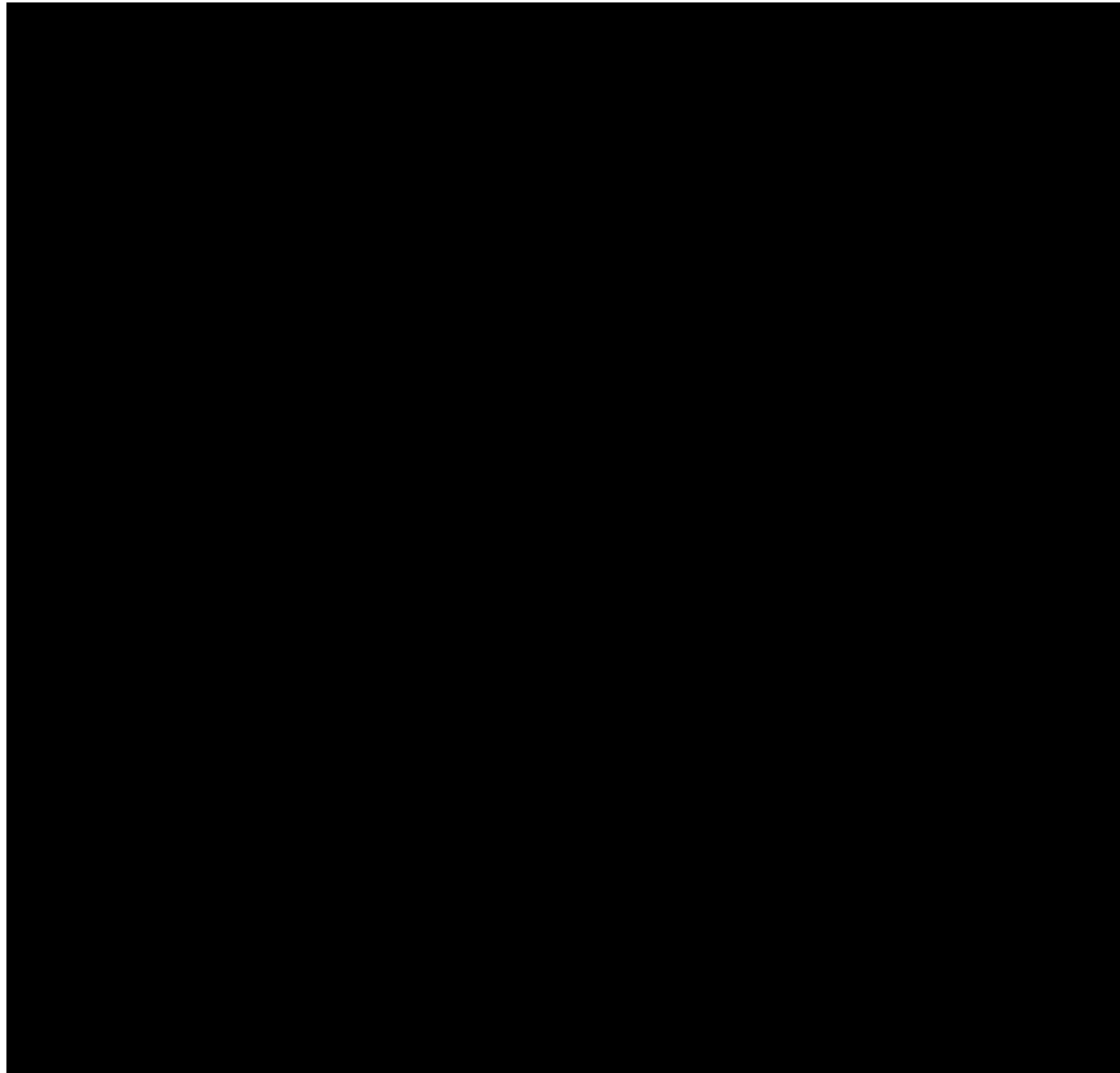
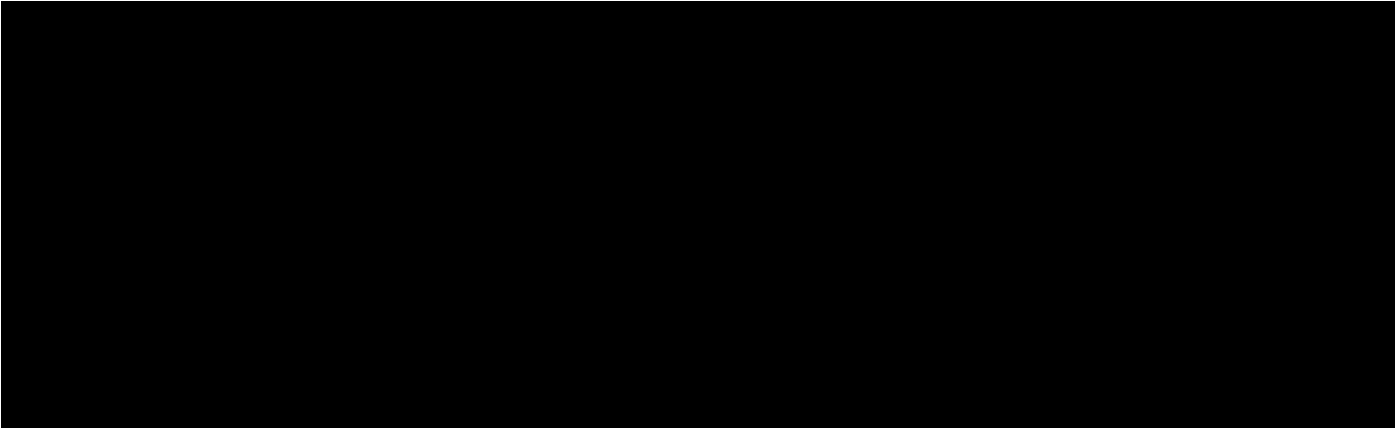
1. Name and title of staff that will be designated as Key Personnel.
2. Key Personnel years of experience in the current classification.
3. Identify which of the required key personnel positions they are fulfilling.
4. Key Personnel's roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
5. Identify if each Key Personnel is a direct, subcontract, or contract employee.

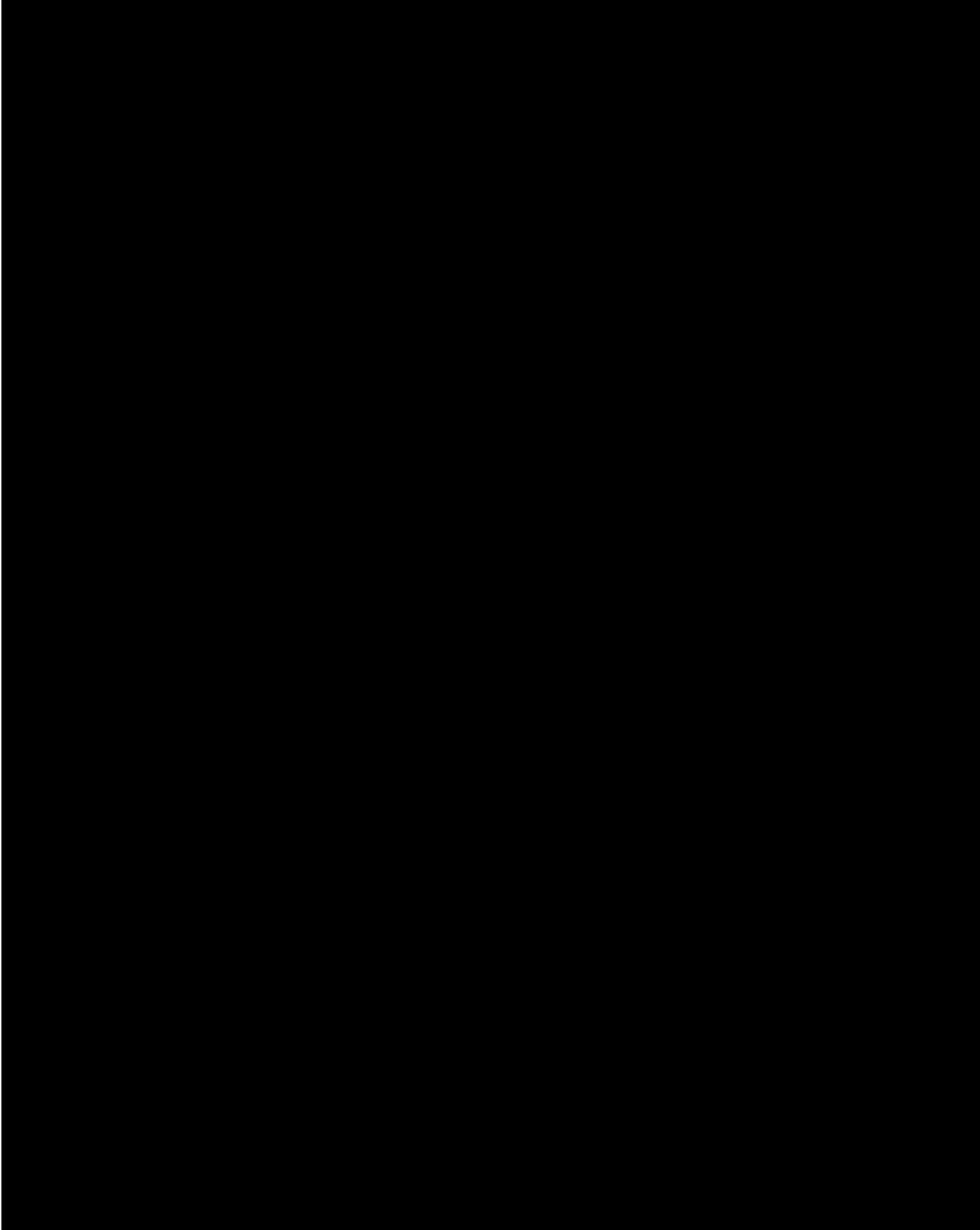
6. List each Key Personnel staff member's length of employment or affiliation with the Contractor's organization.
7. Identify each Key Personnel's percentage of work time devoted to this Contract.
8. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

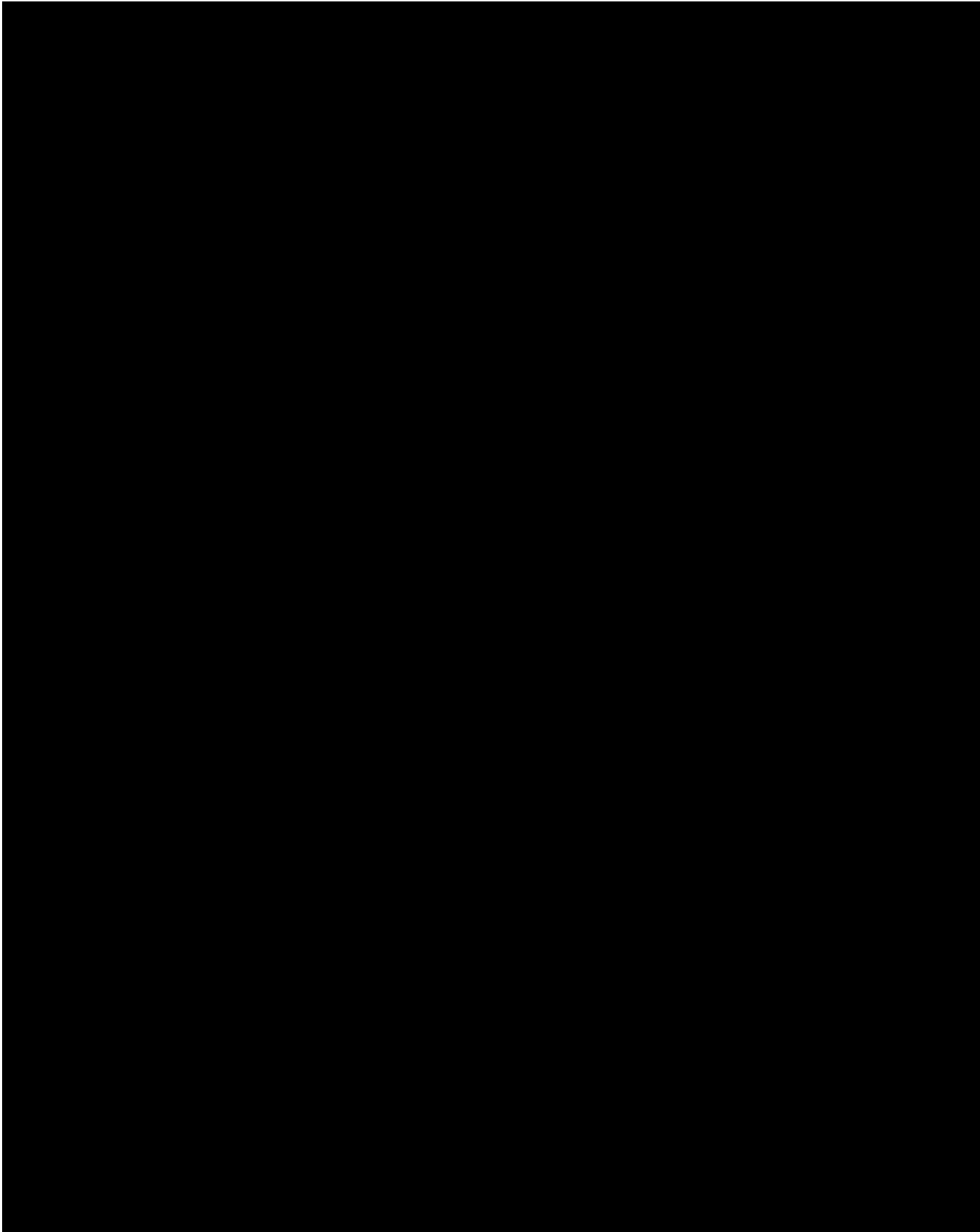








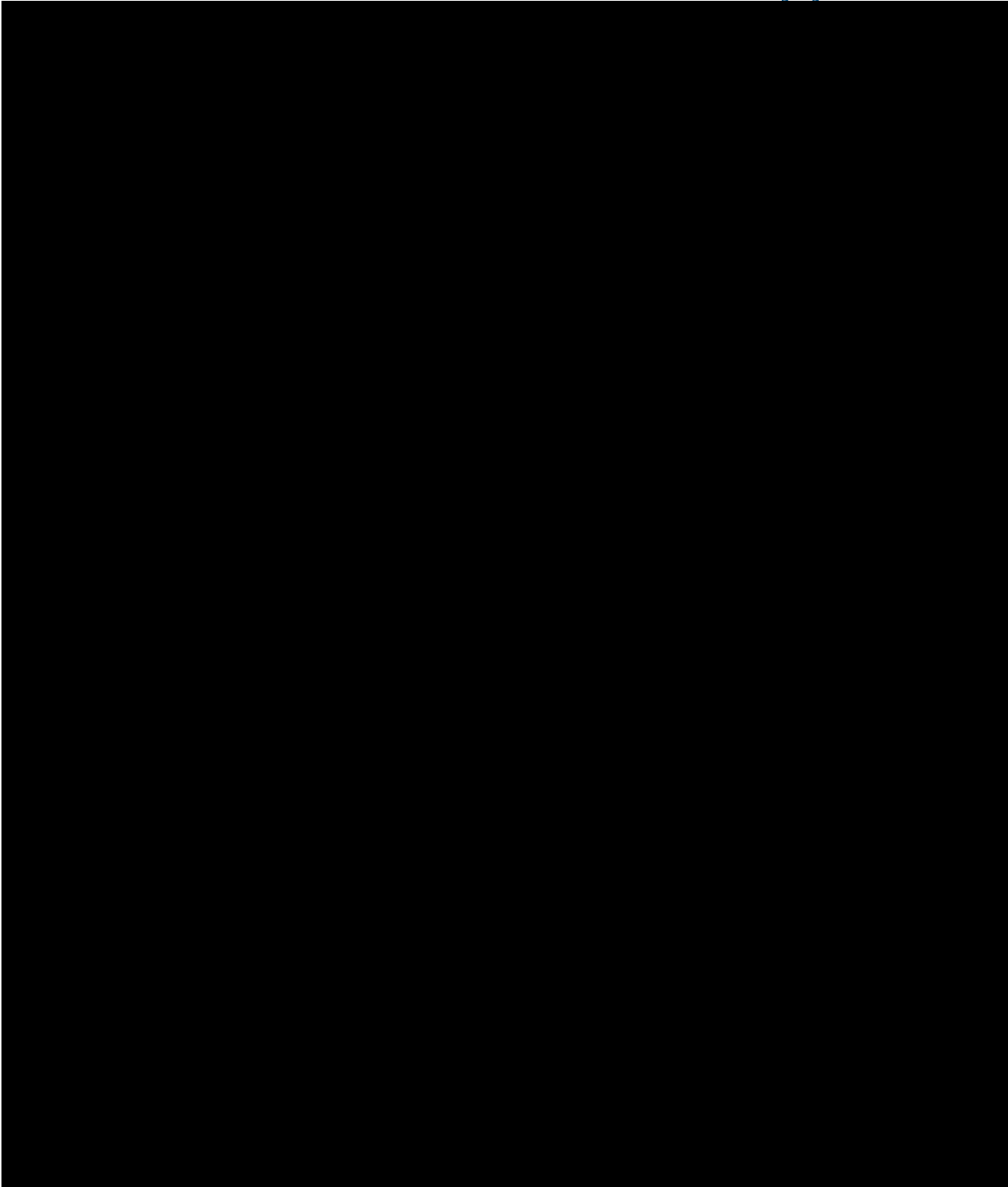




4. Project Management

4.1. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.



5. Pricing

5.1. Price Term

Pricing is firm for the entire length of the Contract.

5.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

6. Ordering

6.1. Authorizing Document

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

7. Invoice and Payment

7.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price.

7.2. Payment Methods

The State will make payment for Contract Activities by Electronic Fund Transfer (EFT).

Contractor must be registered through SIGMA VSS to obtain payments via EFT.

7.3. Procedure

All invoices must be submitted to the program manager via email monthly.

8. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage

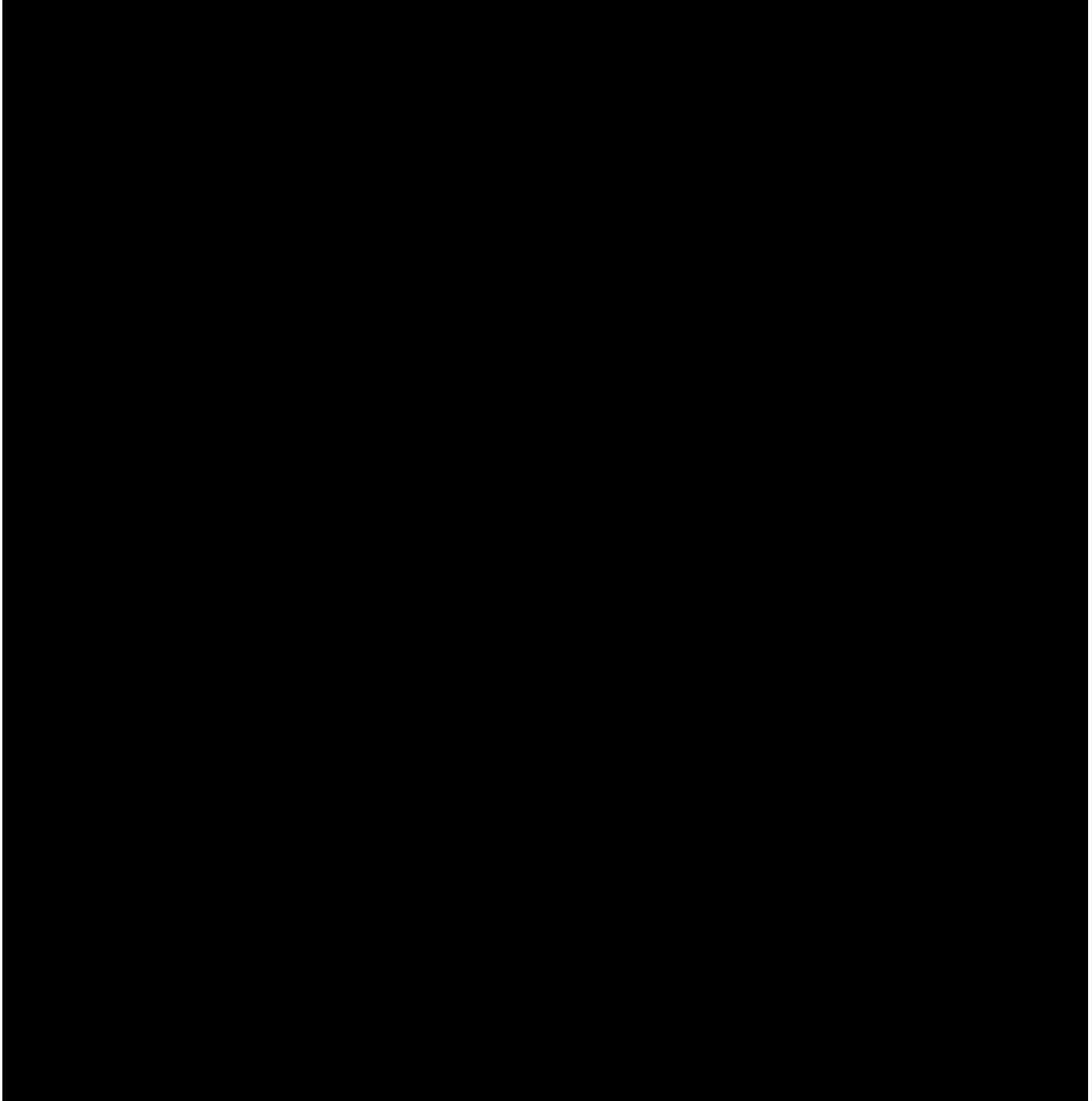
sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

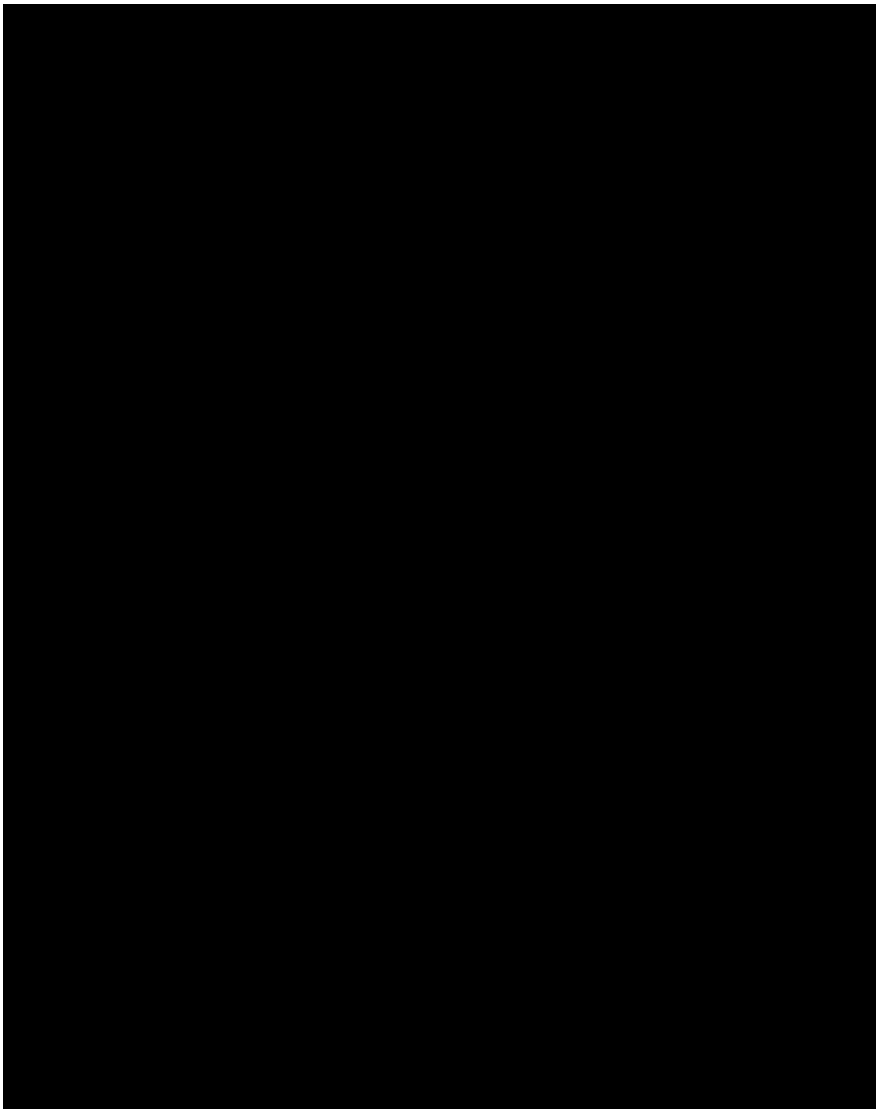
Kauffman and Associates, Inc.

SCHEDULE B - PRICING

Request For Proposal No. 240000003648

Statewide Native American Boarding Schools' study







STATE OF MICHIGAN PROCUREMENT

Michigan Department of Civil Rights

110 W. Michigan Ave.,
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 24000003648

CONTRACTOR	Kauffman and Associates, Inc.
	P.O. Box 21789
	Spokane, WA 99201
	Jo Ann Kauffman
	509-747-4994
	joann.kauffman@kauffmaninc.com
	VS0309495

STATE	Program Manager	Melissa Kiesewetter	MDCR
		231-360-1005	
		KiesewetterM@michigan.gov	
	Contract Administrator	Robert Dimov	MDCR
		313-570-1748	
		DimovR@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: : Statewide Native American Boarding School Study				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
01/16/2024	01/30/2025			
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	60days	03/31/2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,000,000.00		\$0.00	\$1,000,000.00	
DESCRIPTION: During the Study project progression, the Team has identified tentative timeline for the Tribal/State (EOG) Consultation to take place in February/March and the Final Report to be published between February 1st – March 31st implementing the results of those Consultations. This contract is extended per AD Board approval effective 01/28/2025.				

FOR THE CONTRACTOR:

Kauffman and Associates, inc.
Company Name


Authorized Agent Signature

Jo Ann Kauffman, President
Authorized Agent (Print or Type)

January 13, 2025
Date

FOR THE STATE:


Signature

John E. Johnson, Jr., Executive Director
Name & Title

Michigan Department of Civil Rights
Agency

1-29-2025
Date



STATE OF MICHIGAN PROCUREMENT

Michigan Department of Civil Rights

110 W. Michigan Ave.,
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number 24000003648

CONTRACTOR	Kauffman and Associates, Inc.
	P.O. Box 21789
	Spokane, WA 99201
	Jo Ann Kauffman
	509-747-4994
	joann.kauffman@kauffmaninc.com
VS0309495	

STATE	Program Manager	Alfredo Hernandez	MDCR
		517-249-1731	
		HernandezA3@michigan.gov	
STATE	Contract Administrator	Robert Dimov	MDCR
		313-570-1748	
		DimovR@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: : Statewide Native American Boarding School Study				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
01/16/2024	01/30/2025			
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	120 days	07/30/2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,000,000.00		\$0.00	\$1,000,000.00	
DESCRIPTION: It was identified that the Report draft process requires additional time and therefore 120 days are added to the length of the contract with 07/30/2025 being the contract revised expiration date. The MDCR Program Manager name and contact information has changed from Melissa Kiesewetter to Alfredo Hernandez. This contract is extended per AD Board approval effective 04/22/2025.				

FOR THE CONTRACTOR:

Kauffman and Associates, inc.
Company Name


Authorized Agent Signature

Jo Ann Kauffman, President
Authorized Agent (Print or Type)

April 17, 2025
Date

FOR THE STATE:


Signature

John E. Johnson, Jr., Executive Director
Name & Title

Michigan Department of Civil Rights
Agency

April 23, 2025
Date



STATE OF MICHIGAN PROCUREMENT

Michigan Department of Civil Rights

110 W. Michigan Ave.,
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 24000003648

CONTRACTOR	Kauffman and Associates, Inc.
	P.O. Box 21789
	Spokane, WA 99201
	Jo Ann Kauffman
	509-747-4994
	joann.kauffman@kauffmaninc.com
	VS0309495

STATE	Program Manager	Alfredo Hernandez	MDCR
		517-249-1731	
		HernandezA3@michigan.gov	
STATE	Contract Administrator	Robert Dimov	MDCR
		313-570-1748	
		DimovR@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: : Statewide Native American Boarding School Study				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
01/16/2024	01/30/2025			
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	150 days	12/31/2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,000,000.00		\$125,000.00	\$1,125,000.00	

DESCRIPTION: In January 2025, the MDCR anticipated that it would be able to submit the written report regarding Boarding School Study to the Legislature by June 30, 2025. The Department is seeking to extend KAI's contract to September 30, 2025, and add \$125,000 to the contract so that KAI can complete the report. Amended Delegated Authority was approved with document GR 11 PA 119 of 2023, Page 944, 981-82, Sec. 401, appended together with schedule of payments.

NOTE: This Change Notice extends the contract with KAI only until September 30, 2025. The "revised expiration date" of 12/31/2025, as shown, is for the Department's internal use only.

FOR THE CONTRACTOR:

Kauffman and Associates, inc.

Company Name


Authorized Agent/Signature

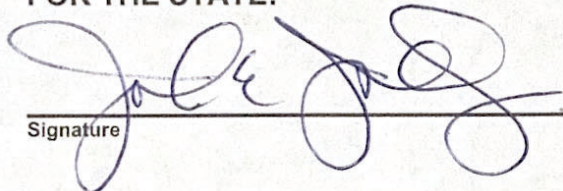
Kevin Keefe, CEO

Authorized Agent (Print or Type)

June 12, 2025

Date

FOR THE STATE:


Signature

John E. Johnson, Jr., Executive Director

Name & Title

Michigan Department of Civil Rights

Agency

June 20, 2025
Date

From: [DTMB-Procurement-Notification](#)
To: [Dimov, Robert \(MDCR\)](#)
Subject: GR 11 PA 119 of 2023, Page 944, 981-82, Sec. 401 - Amended Delegated Authority
Date: Thursday, May 22, 2025 3:24:20 PM

General Information

Request Type: Amended Extended Authority - Category 2; Subcategory 2

GR#: 11 PA 119 of 2023, Page 944, 981-82, Sec. 401

Request Specific Information

Description: The contract is used to conduct a study overview of the Native American boarding school system and how it operated in the State of Michigan, giving highlights of the State role, conditions, experiences, and financial mechanisms. The study is designed to incorporate knowledge and experience from survivors, descendants, and other impacted persons while providing collaborative efforts with Tribal communities.

Justification: In January 2025, the Michigan Department of Civil Rights (the Department) anticipated that it would be able to submit the written report regarding Boarding School Study to the Legislature by June 30, 2025. When it estimated that completion date, the Department was still reviewing the early draft of the written report its contractor, Kauffman and Associates, Inc. (KAI), prepared. That review required more time than the Department initially anticipated due to the length of the draft written report and other factors. The Department's review determined that KAI's early draft written report requires substantial revisions and a structural overhaul to focus it on answering the questions that the Legislature posed. The Department is seeking to extend KAI's contract to September 30, 2025, and add \$125,000 to the contract so that KAI can complete the report, the Department can conduct Tribal consultation, KAI can incorporate or respond to Tribal comments during consultation, and KAI can also finalize the report and any related videos in a format suitable for publishing.

New requirements/scope: Scope of Work The Contractor shall: 1. Revise the draft written report for the Study to focus on the experience survivors of Native American Boarding Schools in Michigan by answering or addressing the issues and work the Legislature stated in its appropriations language (2022 PA 166, 2023 PA 119, 2024 PA 121), which asked for a study that: a. Identified the number of Native American children forced to attend boarding schools in this state; b. Identified the number of children who were abused, died, or went missing while at these schools; c. Identified the long-term impacts on these children and the families of children forced to attend these schools; and d. Included interviews of boarding school survivors, their family members, and a broad cross-section of Michigan tribal representatives and experts specializing in duration, health, and children and families with the purpose of fully understanding the impacts of policies of Native American child removal. 2. If the revised draft written report for the Study does not answer or address an issue or work the Legislature stated in its appropriations language, it must: a. State why the Contractor did not answer or address it; and b. State in a concluding section an overview of the steps that would need to be taken in the future to answer or address the issue or work, if the Contractor knows what those next steps would be. 3. The revised draft written report and any related videos must be in a form suitable for MDCR to conduct tribal consultation and acceptable to MDCR no later than July 31, 2025.

4. The Contractor must assist MDCR with meeting with the Tribal Advisory Group at a date that MDCR will select in early in August 2025. 5. The Contractor must assist MDCR with making the arrangements for and conducting a tribal consultation at a date that MDCR will select in late August 2025. 6. No later than September 30, 2025, the Contractor must finalize the following items in a form acceptable to MDCR and submit or transmit them to the MDCR Executive Director or his designee: a. The final written report; b. Videos related to the final written report; and c. Records gathered as part of this Study. 7. MDCR may request in writing that the Contractor conduct additional work related to this Study, which the Contractor shall in a manner acceptable to MDCR if the Contractor agrees in writing to perform the work.

Current value: \$1,000,000.00

Change amount: \$125,000.00

New value: \$1,125,000.00

New expiration (if applicable): 2025-12-31

Current expiration: 2025-07-30

From: [Chavez, Isidra \(DTMB\)](#)
To: [Dimov, Robert \(MDCR\)](#)
Cc: [Topping, James \(DTMB\)](#); [Davis, Stephen \(DTMB\)](#)
Subject: RE: GR 25*1725 - Extension Request Approval
Date: Wednesday, May 28, 2025 9:33:32 AM
Attachments: [image001.png](#)

Robert,

GR 25000001725 has been approved for an **Extension** for Contract 24*3648, Indian Research Study Boarding School not to exceed \$1,250,000.00 for contract period 1/29/2024 – 12/31/2025. **The failure to comply with DTMB Procurement policy and procedures may result in the withdrawal of this approval.** Your request has been entered in the Cited Authority Table (CAUTH).

NOTE: Reference GR cited authority and include procurement type 11 delegated authority on PO.

Thanks!

Isidra Chavez

Senior Agency Liaison, Agency Support
Central Procurement Services – Customer Experience
State of Michigan
(517) 230-4954
chavezi@michigan.gov



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Current bids: [AdvantageVSS - SIGMA VSS \(michigan.gov\)](#)
Info for vendors: [DTMB - Contract Connect \(michigan.gov\)](#)

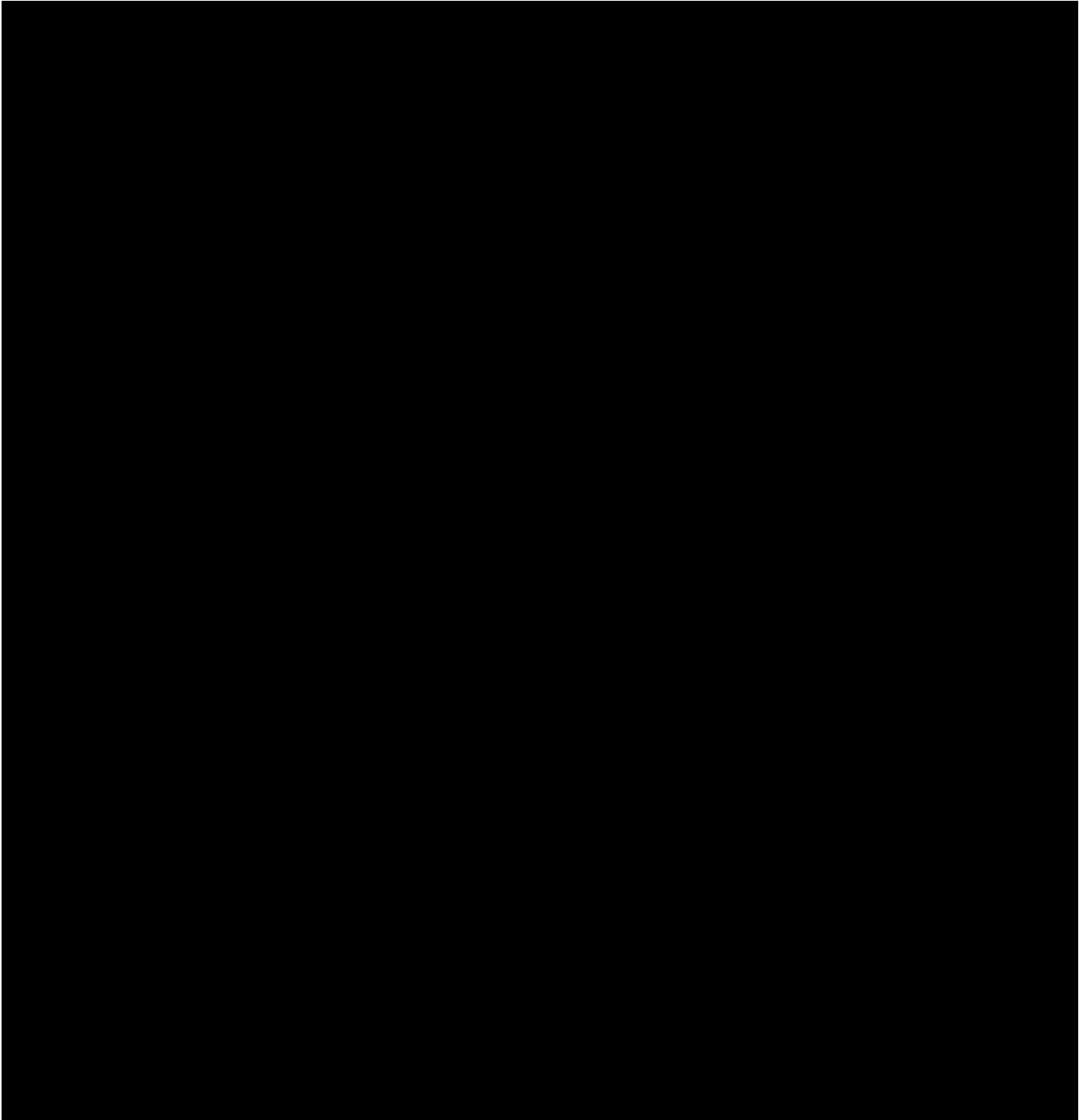
PROPRIETARY

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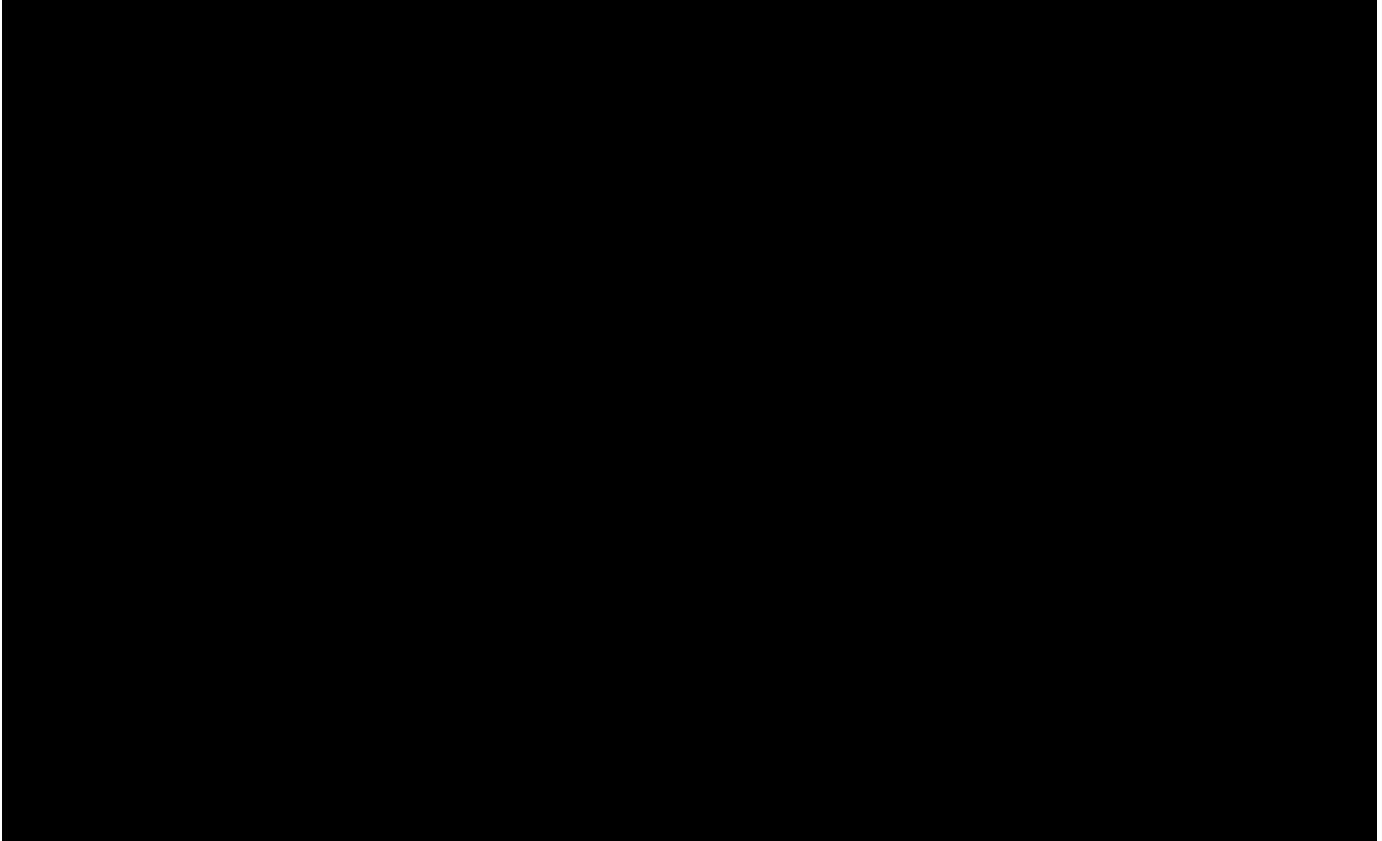
PROPRIETARY

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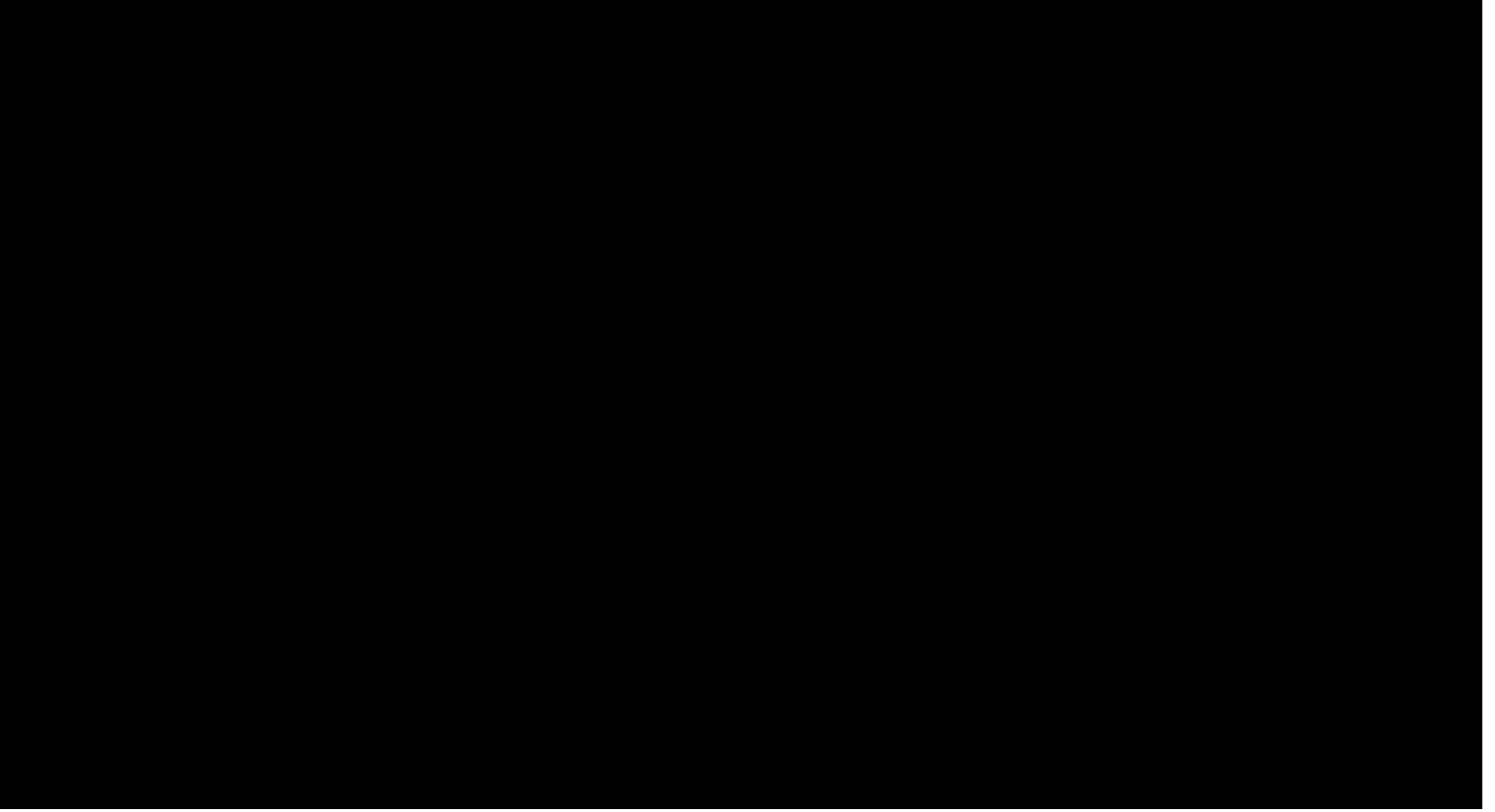
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ATTACHMENT 2

[REDACTED]

[REDACTED]

[REDACTED]

From: Kevin Keefe <kevin.keefe@kauffmaninc.com>
Sent: Friday, August 8, 2025 7:09 PM
To: PaskiE1@michigan.gov; HernandezA3@michigan.gov; MallettJ1@michigan.gov; LevineJ2@michigan.gov; LaMoreL1@michigan.gov
Cc: Jo Ann Kauffman <joann.kauffman@kauffmaninc.com>; Chesleigh Keene <chesleigh.keene@kauffmaninc.com>; Tyler LaPlaunt <tyler.laplaunt@kauffmaninc.com>; Jennifer Gillissen <jennifer.gillissen@kauffmaninc.com>
Subject: Letter of Concern | Michigan Boarding School Report

Michigan Department of Civil Rights,

Attached you will find a letter of concern, regarding edits requested by the Michigan Attorney General’s office to the Native American boarding school report developed by KAI on behalf of the State of Michigan.

We look forward to discussing these concerns with you and working towards an agreeable resolution.

Best,

Kevin

Kevin Ollokot Keefe (Nez Perce)
CEO
O: 509-747-4994 • C: 509-496-0527
E: kevin.keefe@kauffmaninc.com

 **KAUFFMAN**
AND ASSOCIATES INCORPORATED
www.kauffmaninc.com | GSA Contract Holder
“We Do Work That Matters”

August 8, 2025

Letter of Concern

Dear Michigan Department of Civil Rights,

I am writing to express significant ethical concerns regarding the recent edits requested by the Michigan Attorney General's counsel to the Michigan Native American Boarding Schools report.

As Native researchers and professionals, Kauffman and Associates, Inc. (KAI) team members brought not only our technical and research skills to this project, but also our lived experience, cultural knowledge, and a deep sense of responsibility to the Michigan communities and truths this report was meant to elevate and validate. For example, rather than documenting experiences related to all 34 boarding schools in Michigan, the Attorney General's counsel gave a directive to name and report testimonies related only to the five Michigan boarding schools cited in the 2022 U.S. Department of the Interior's Federal Indian Boarding School Initiative Investigative Report, contradicting what is publicly documented. All boarding schools in Michigan have historical and testimonial relevance in this context. The Michigan Attorney General's counsel also requested KAI to remove any mention of Native children being out-of-state and to remove references to counties, county entities, and the state (except when directly quoted by a participant), running counter to the stated goals of the project and to the trust extended to us by the survivors, descendants, and tribal partners who shared their stories.

We are further troubled by the request to reduce or eliminate several descendant testimonials. Descendant voices were not tertiary or incidental to the study; they were central to the purpose. As intergenerational witnesses and knowledge-holders, descendants are the voice for the long-term impacts of the boarding school era and the enduring harm and resilience of Michigan Natives. To minimize or trivialize the contributions of descendants at this stage erases truth-sharing offered in good faith and under the assurance these painful family stories would be honored in the final report. From a methodological standpoint, the removal of descendant stories skews the representativeness and integrity of the findings. From a cultural and ethical perspective, this omission violates the relational commitments we made to participants, especially in a context where Native people have long experienced silencing of their experiences.

As mentioned, many of these edits appear at the explicit direction of the Attorney General's counsel. While we recognize the purpose of a legal review, we must also acknowledge that the changes requested by the Attorney General's counsel present

significant risks to the accuracy and transparency of the report, in addition to compromising the promises made to the participating tribes and boarding school survivors. By removing institutional references and reframing harms in abstract or passive language, the report risks suppressing, obfuscating, and erasing the very truths it was designed to surface. This is not a matter of style, but rather a matter of integrity and accountability.

The edits proposed by the Attorney General's office compromise our ethical obligations as researchers, professionals, and as Native people. This report is not simply a deliverable; it is the product of careful, often painful truth-telling by those who rarely have a platform to speak. To now alter the narrative in a way that protects systems (e.g., state government, county agencies, and boarding schools) over survivors would breach our professional and ethical responsibilities, in addition to potentially retraumatizing any boarding school survivors and tribal communities that read the revised report.

We are fully committed to finding a solution that supports transparency and accuracy, without whitewashing, sanitizing, or misrepresenting the experiences of Native American boarding school survivors and their descendants in Michigan. We respectfully request a meeting to discuss a path forward that does not compromise the voices of those who entrusted us with their stories.

Respectfully,



Kevin Ollokot Keefe (Nez Perce)

CEO, Kauffman and Associates, Inc.

ATTACHMENT 3

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From: Jo Ann Kauffman <joann.kauffman@kauffmaninc.com>
Date: Friday, January 23, 2026 at 8:06 AM
To: Johnsonj154@michigan.gov <Johnsonj154@michigan.gov>, miag@michigan.gov <miag@michigan.gov>
Subject: Michigan Native American Boarding School Study

Dear Attorney General Nessel and Executive Director Johnson,

Please see the attached letter from Kauffman and Associates, Inc., (KAI) regarding our objections to the narrative you are using to disparage the quality of our work and the condition of this study. KAI stands with the tribes of Michigan and the many participants who shared their stories, that the full report which honors their stories should be released.

Thank you.

Jo Ann Kauffman (Nez Perce Tribal Member)
President/Founder of Kauffman and Associates, Inc

January 23, 2026

Michigan Department of Attorney General

Attorney General Dana Nessel
Lansing, Michigan 48933

Michigan Department of Civil Rights

John E. Johnson, Jr., Executive Director
Lansing, Michigan 48933

RE: Michigan Native American Boarding School Study

Dear Attorney General Nessel and Executive Director Johnson,

My firm, Kauffman and Associates, Inc. (KAI), an American Indian- and woman-owned firm, was contracted by the state of Michigan to conduct a study of Indian boarding schools in Michigan. In accordance with our contract, our work included a review of the history, document search, key informant interviews, qualitative talking circles, testimonials, and a structured survey of boarding school survivors and their descendants.

After submitting our draft report to the point of contact at the Michigan Department of Civil Rights (MDCR), the Michigan Department of Attorney General (MI DAG) became involved and made additional demands. In our opinion, many of these demands were unethical, posed potential violations of human subject protections, and threatened the trust established with the many tribes and respondents who participated in the study.

Those included:

- MI DAG asked KAI to apply different research questions to the data and reporting than were in the contract that originally guided the study;
- MI DAG and MDCR requested deletion of references to counties in the report, despite boarding school survivor and descendant testimony references to the counties;
- MI DAG and MDCR asked KAI to reference only direct survivor stories and to delete the testimonials of descendants of boarding school survivors, despite the intergenerational impacts of boarding schools;
- MI DAG and MDCR asked KAI to remove all mention of 29 of the 34 identified boarding schools, and address only 5 schools, discounting related participant testimonials;



- KAI secured signed informed consent forms when collecting this data, which included participant confidentiality. MI DAG asked repeatedly for unredacted consent forms of participants, including names, which would violate confidentiality and human subject protections;
- MI DAG asked that their requests and conversations about their requests not be put in writing despite our practice of tracking action items throughout the study;
- MI DAG and MDCR asked KAI to reduce our full report to a 50-page summary with explicit direction on content to be removed as noted above, although our contract with the state required a fully detailed report. In fact, instead of sharing KAI's complete report, MDCR shared the much-condensed version at the tribal consultation session where it was rejected as unacceptable by the tribes. Ironically, MDCR now reports these tribal objections to the abbreviated version as a rejection of our work. KAI agreed with the tribes then, and KAI continues to contend that the brief summary proposed by MDCR does not do justice to tribal stories.

State officials from MDCR continue to disparage KAI to the Michigan Civil Rights Commission and to the press, suggesting KAI's work was subpar, and that is why no report is forthcoming. I would like to meet with you or someone in a position to correct this false narrative and instead focus on how to salvage this important work. KAI has performed community-based research in the public sector and with tribes for over 36 years. We stand by the integrity of our research methods, the qualifications of our team, and seek to resolve this dispute with the state, such that a report can be issued that meets the terms of our contract, adheres to the protection of human subjects and honors the truths so many participants bravely and painfully shared.

KAI stands with the tribes of Michigan and with the many individuals who trusted us with their stories. Their full story, not an abbreviated version of it, must be told. I hope you can be of assistance to make this happen.

Sincerely,

Jo Ann Kauffman, MPH (Nez Perce Tribal Member)
President and Founder, Kauffman and Associates, Inc.
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