



Statement of Work - Agreed-upon Procedures

February 19, 2024

This document constitutes a statement of work ("SOW") pursuant to the contract #OC-2020-01 dated March 4, 2020 with the State of Maryland and, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") on behalf of St. Mary's College ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2023.

Robert Gauthier is responsible for the performance of the agreed-upon procedures engagement.

Scope, objective, and responsibilities

We will apply the agreed-upon procedures which St. Mary's College has specified and agreed to, listed in the attached schedule, to certain student enrollment data of St. Mary's College of Maryland as of or for the year ended June 30, 2023. St. Mary's College of Maryland is responsible for certain student enrollment data.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require us to be independent of the entity or responsible party, as applicable, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our engagement. St. Mary's College agrees to and acknowledges the procedures performed or to be performed are appropriate for the intended purpose of ascertaining the validity of the data submitted to the Commission each Fall through the Enrollment Information System (EIS). The intended users of the agreed-upon procedures report are St. Mary's College of Maryland and the Maryland Higher Education Commission. Intended users in addition to St. Mary's College may be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose. Consequently, we make no representation regarding the appropriateness of the procedures enumerated in the attached schedule either for the purpose for which this report has been requested or for any other purpose. The intended users assume the risk that such procedures might be inappropriate for the intended purpose and the risk that they might misunderstand or otherwise inappropriately use findings properly reported by CLA.

This engagement is performed pursuant to contract.

Our responsibility is to perform the specified procedures and report the findings in accordance with the attestation standards. For purposes of reporting findings, you specified a threshold of \$0.00 for reporting

exceptions. Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, audit, or review, we will not express an opinion or conclusion on the certain student enrollment data or the St. Mary's College of Maryland's financial statements or any elements, accounts, or items thereof. Also, we will not express an opinion or conclusion on the effectiveness of St. Mary's College of Maryland's internal control over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

At the conclusion of the engagement, you agree to provide a written representation letter that includes your agreement and acknowledgement that the procedures performed are appropriate for the intended purpose of the engagement and, if applicable, that you have obtained from necessary other parties their agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. This report is intended solely for the information and use of St. Mary's College of Maryland and the Maryland Higher Education Commission, and should not be used by anyone other than the specified parties. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report and withdraw from this engagement. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the certain student enrollment data that come to our attention, unless they are clearly inconsequential. In addition, if, in connection with this engagement, matters come to our attention that contradict the certain student enrollment data, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management is responsible for providing us with (1) access to all information of which you are aware that is relevant to the certain student enrollment data and the agreed-upon procedures, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of performing the agreed-upon procedures; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing the procedures. You agree to inform us of events occurring or facts discovered subsequent to the date of the certain student enrollment data that may affect the certain student enrollment data.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

CLA will not disclose any of your confidential, proprietary, or privileged information to any persons without the authorization of your management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company

shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Fees

Our professional fees will not exceed \$3,300.00. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

Agreement

We appreciate the opportunity to be of service to you and believe this SOW accurately summarizes the significant terms of our engagement. This SOW constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this SOW, please sign, date, and return the enclosed copy to us.

Sincerely,

CliftonLarsonAllen LLP

CLA
CLA

Robert Gauthier

Robert Gauthier, Principal

SIGNED 2/19/2024, 4:20:58 PM EST

Client
St. Mary's College

Mary Grube

Mary Grube, Interim AVP of Finance Business
and Finance Division

SIGNED 2/19/2024, 4:46:17 PM EST

Certificate of completion

Statement of Work - Agreed-upon Procedures

Pages: 4

Status: Done

Parties: 2

Variables: 192

Secrets: 0

Certificate pages: 1

Audit log pages: 0

Attachments: 1

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Client (Party)

Mary Grube

mkgrube@smcm.edu

User ID: iaqgGDRVt0NbzDXC1fQ192z7iTH2

Signature

IP Address: 138.78.173.43

Signing location: On platform



Timestamp

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Electronic record and signature disclosure

CLA (Party)

Robert Gauthier

robert.gauthier@claconnect.com

User ID: A8JbbYV9ROWAcmNewJPNX5Ab6sH2

Signature

IP Address: 136.226.68.166

Signing location: On platform



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