



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7

to

Contract Number 200000001779

CONTRACTOR	Michigan 2-1-1	STATE	Program Manager	Various	MDHHS
	330 Marshall Street, Suite 211				
	Lansing, MI 48912				
	Hassan Hammoud	STATE	Contract Administrator	Sarah McKinley	DTMB
	517-664-9811			(517) 256-4237	
	hassan.hammoud@mi211.org			mckinleys4@michigan.gov	
	CV0001195				

CONTRACT SUMMARY

2-1-1 STATEWIDE SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	2 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	

ALTERNATE PAYMENT OPTIONS

P-Card PRC Other Yes No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE			ESTIMATED AGGREGATE CONTRACT VALUE
\$20,896,403.00	\$0.00			\$20,896,403.00

DESCRIPTION

Effective May 11, 2022, please note the following:

The attached Schedule A - Statement of Work, for the Michigan Department of Health and Human Services (MDHHS), pilot program for Children's Protective Services (CPS), is hereby incorporated.

All other terms, conditions, specifications and pricing remain the same per Agency and Contractor agreement, and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Jonathan Breems	517-284-4047	breemsj@michigan.gov
MDHHS	Dawn Shanafelt	517-335-4945	shanafeltd@michigan.gov
DMVA	John Stauffer	517-284-5298	staufferj3@michigan.gov
MDHHS	Christopher Jackson	517-284-4831	Jacksonc47@michigan.gov
MDHHS	Katie Dunkle	517-335-9972	DunkleK@michigan.gov

CHANGE NOTICE: 7

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Master Agreement 200000001779

Michigan 2-1-1 SOW – DHHS Pilot

Background and Scope

The Michigan Department of Health and Human Services (MDHHS) seeks assistance from specialized phone operators for a pilot program in Kalamazoo and Calhoun counties, designed to connect families whose Children's Protective Services (CPS) complaint has been screened out by Michigan's Centralized Intake to prevention services. The purpose of this pilot program is to:

- 1) Provide outreach support via phone to families who were referred by Michigan's Centralized Intake. MDHHS' Children's Services Agency (CSA) will provide a script to be used as a guide.
- 2) Engage with the family to complete a needs assessment.
- 3) Refer families to services and/or community resources for support.
- 4) Conduct follow-up assessment of service delivery with families.
- 5) Provide data to MDHHS to assess the opportunity to expand and implement this program statewide.

To accomplish this, MDHHS is seeking a third-party hotline service, outreach and follow-up phone calls, and data collection from the Contractor. The Contractor, in partnership with MDHHS, will assist Michigan families by implementing a referral system that links families to available state and federal resources. This service is specified in PA 87 of 2021, section 307. Professionally staffed call centers are required to meet national standards for the delivery of information and referral services.

The data provided by the Contractor will help MDHHS evaluate the effectiveness of this prevention pathway by:

- 1) Determining if individual needs are being met and if there is a reduction in future child welfare interactions.
- 2) Determine if Contractor can engage, assess individual needs, and successfully refer individuals/families to services.
- 3) Identify racial disparities when engaging with the individual, including barriers to services, and/or any service gaps.
- 4) Evaluating characteristics of individuals who are more likely to engage with the Contractor at this intervention point, including the time it takes to serve each referral, the needs of the individuals and/or families, and their follow through with prevention service referrals.

Requirements

- 1) The Contractor will receive referrals for families who have a screened-out CPS complaint once a week from Michigan's Centralized Intake through an encrypted email with a password. The password will be sent in a separate email than the data. The encrypted email is being used for the pilot program until a file transfer system is created and approved. The referral information will provide the individual's name, contact information, and prevention indicator, such as but not limited to, substance abuse, domestic violence, parenting, legal aid, medical and/or other counseling, home conditions, clothing, and adult mental health.
- 2) The Contractor will record and review calls for quality control.
- 3) The Contractor will provide the following services:
 - a. Make no less than three (3) attempts to contact the referred individual by phone. The first attempt must be within seven (7) days of receipt of information.
 - i. If the initial phone call is unsuccessful, a voicemail will be left requesting a return phone call to the 211 assigned staff person.
 - ii. If there is no response to the voicemail within five (5) days, a second phone call must be attempted. If unsuccessful, a text message must be sent requesting a return phone call to the assigned staff person.
 - iii. If there is no response from any of the above listed attempts within five (5) additional days, a third phone call must be attempted and an email and/or letter must be sent requesting the individual contact the assigned staff person.
 - b. If contact is made, the Contractor must complete an assessment provided by CSA. The assessment should be used as a guide to engage the individual and identify what service referrals will best meet their needs.
 - c. The Contractor must provide referrals for services based on the needs identified by the individual. The Contractor must:
 - i. Ensure the service(s) are available, accessible, and culturally appropriate and driven by their individual, identified needs.
 - ii. Ensure the individual qualifies for the services being referred.
 - iii. Offer individual support by calling the service provider with the individual for a warm hand off.
 - d. Follow-up with the referred individual after one week to assess the quality of the service referred and discuss any barriers experienced. The Contractor must continue to follow-up with the individual every two weeks until their needs are met or until they no longer want assistance.
 - i. If the initial phone call is unsuccessful, two more phone calls will be attempted within 10 days.
- 4) In collaboration with MDHHS, the Contractor will review and update their service array for accuracy prior to the start of the pilot and quarterly thereafter.
- 5) The Contractor will provide data to MDHHS once a week.

Staffing and Training:

- 1) During the pilot process, the Contractor will utilize their existing staff to create a specialized unit within Gryphon Place to provide outreach and follow-up phone calls during the hours of 7:00 AM to 6:30 PM. This pilot will only be for referred individuals residing in Calhoun and Kalamazoo counties. The above listed hours may be adjusted based on the needs of the individual and/or Contractor staff availability during the pilot phase.
- 2) After the pilot phase, MDHHS and the Contractor will assess the data collected during the pilot to determine staffing needs to expand the project statewide.
- 3) The Contractor must ensure staff have obtained training in crisis intervention, trauma-informed systems of care, cultural competency, mandated reporting, provided by MDHHS, and domestic violence.
- 4) The Contractor will attend training by CSA, related to the prevention pathway from MDHHS, and must review the required policies/procedures for this project.

Reporting:

- 1) The following report must be submitted to Ola Latimore by email at LatimoreO@michigan.gov by the 30th day of each month:

Report	Requirements
Outreach Report	<p>The report must include the following:</p> <ol style="list-style-type: none">1) Intake information<ul style="list-style-type: none">• Intake ID, Person Identifier (PID) of adults in the household.2) Client information<ul style="list-style-type: none">• Client race• Hispanic/Latino/Latina information• Needs identified• Tribal affiliation• Information on if client would recommend services through Contractor• Previous foster care status if under age 263) Other information<ul style="list-style-type: none">• Contractor staff assigned• Number of outreach attempts• Reason for no contact• Notes regarding the contact(s)4) Results of Contact<ul style="list-style-type: none">• Information on if contact was successful• Date of contact(s)• Information on if a referral was made

Report	Requirements
	<ul style="list-style-type: none"> • What type of service and service provider was the client referred to • Notes regarding the initial contact(s) <p>5) Follow-up Information</p> <ul style="list-style-type: none"> • Information on if follow-up contact was successful • Date of follow-up contact(s) • Number of follow-up attempts • If the client connected with services • What services and providers the client connected to • Feedback on barriers • Service needs • Additional follow-up information <p>7) Technical Information</p> <ul style="list-style-type: none"> • Contact abandonment rates • Count of inbound contacts • Count of outbound contacts • Estimated processing time for pre and post activities • Inbound contact handling time • Outbound contact handling time • Number of refusals • Information on service level • Number of letters sent • Number of letters received as return to sender

Schedule B:

- 1) The pilot is at no cost to the state. The pilot will assist MDHHS determine the costs and work required to implement statewide as there is not a quantifiable way to determine the budget at this time. The Contractor estimated the cost to service one regional area within Michigan was \$102,850 annually. For the pilot, the Contractor has agreed to do this free of cost; however, the current estimate of the pilot program is \$58,500.



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CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **200000001779**

CONTRACTOR	Michigan 2-1-1	STATE	Program Manager	Various	MDHHS
	330 Marshall Street, Suite 211				
	Lansing, MI 48912				
	Hassan Hammoud	Contract Administrator	Sarah McKinley	DTMB	
	517-664-9811		(517) 256-4237		
	hassan.hammoud@mi211.org		mckinleys4@michigan.gov		
CV0001195					

CONTRACT SUMMARY

2-1-1 STATEWIDE SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	2 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	

ALTERNATE PAYMENT OPTIONS

P-Card PRC Other Yes No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE			ESTIMATED AGGREGATE CONTRACT VALUE
\$10,701,203.00	\$595,200.00			\$11,296,403.00

DESCRIPTION

Effective April 26, 2022, please note the following:

1. This Contract is hereby increased by \$595,200.00 for MDHHS, CSD - Communication Services for the Deaf use, for the attached Schedule A, Exhibit 5, Statement of Work (SOW), for MDHHS - CSD is hereby incorporated into this Contract.
2. All invoices for DMVA, MVAA services must be sent to: DMVA-AccountsPayable@michigan.gov, mailbox. All DMVA, MVAA invoices must include the correct DO DOC ID # for the MVAA services. Failure to include this information will cause delays in payment for services.

All other, terms, conditions, specifications, and pricing remain the same per Contract and Agency agreement, DTMB Central Procurement Services and State Administrative Board approval on April 26, 2022.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Jonathan Breems	517-284-4047	breemsj@michigan.gov
MDHHS	Dawn Shanafelt	517-335-4945	shanafeltd@michigan.gov
DMVA	John Stauffer	517-284-5298	staufferj3@michigan.gov
MDHHS	Christopher Jackson	517-284-4831	Jacksonc47@michigan.gov
MDHHS	Katie Dunkle	517-335-9972	DunkleK@michigan.gov

Statement of Work No. 1

This Statement of Work ("SOW") dated October 1, 2021 (the "Effective Date") between Communication Service for the Deaf, Inc. ("CSD") and State of Michigan ("Client") incorporates and is governed by the terms and conditions contained in the State of Michigan's service agreement (the "Agreement"), by and between State of Michigan and CSD. In the event of any conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of the SOW shall govern. Any capitalized term used herein but not defined shall be as defined in the Agreement.

Services

Connect Direct is CSD's customer support program. Connect Direct offers direct video customer support from Deaf representatives ("CSRs"), trained by Client's organization, communicating in sign language for Client's deaf customers. Connect Direct shall provide inbound customer service support for Client primarily in ASL and written English through the employment and utilization of trained Deaf agents ("Services"). As part of its Services, Connect Direct will provide the following:

Support – Customer support for Client's State of MI residents/callers. Connect Direct shall use Client's database, proprietary tools for caller support and resolution.

1. Registration of Client's current telephone number(s) for registration into the iTRS database to auto-route videophone callers to the Deaf CSR's;
2. Code on the Client's website for ASL Now functionality, directing callers to Connect Direct representatives;
3. Call flows, scripting, hours of support, and video menu options;
4. Placement of any "on hold" videos Client would like displayed;
5. Assist customer with up-to-date COVID-19 information;
6. Respond to any questions or concerns;
7. Address any misinformation;
8. Provide resources and support to each caller for state information and resources including but not limited to: accurate COVID-19 and vaccination information, including eligibility, phase information and explanations, qualification requirements, locations and registering, scheduling for vaccinations, additional 211 state information, etc.;
9. Assist callers with completing related applications, questionnaires and related forms;
10. Provide steps and support to download State of MI app;
11. Escalate callers in accordance with Client's policies;
12. Respond to any customer general inquiries;
13. Redirect calls not related to the Services; and
14. Conduct a customized survey at the end of each call designed to gauge customer satisfaction. Connect Direct will work with Client to create this survey.

Contact Center

Connect Direct may provide services from the Contact Center set forth below:

901 S. Mopac Expressway
Bldg 1, Suite 450
Austin, Texas 78746



Due to the COVID-19 pandemic, secure telework locations are secured for the CSRs until a safe return date to the Contact Center is mutually agreed upon by both Client and CSD.

Support Hours

Client's scheduled support hours are defined as Monday-Friday, 8:00am-5:00pm/Saturday-Sunday 10:00am-2:00pm Eastern Time.

Reporting & Quality Assurance

Reports:

Connect Direct will provide a Power BI summary report on a monthly basis. The report will be submitted to the Client POC the week following the month's end. Report will include information such as:

- Number of calls offered
- Number of calls answered
- Total minutes
- Average Speed of Answer (ASA)
- Max Queue Wait
- Average duration
- Abandoned calls
- Call Length
- Average Handle Time (call length + wrap up notes)

Connect Direct will provide Client training on the reporting tool for Client to be able to pull data on a more frequent basis.

Quality Assurance Methods:

Quality Assurance reporting data will be mutually agreed upon and will be submitted to Client on a monthly basis. Connect Direct provides quality assurance monitoring to ensure quality standards are met. Quality assurance methods include:

- A supervisor will observe on a minimum of 5% of calls and report observations (e.g. friendliness, technical knowledge, etc.)
- Training and Quality Assurance Manager will review all observations and feedback and address any concerns or issues that may arise.
- Training and Quality Assurance Manager will coordinate with Client POC to ensure all training for the agents is up to date.
- Recording of calls is available and would be stored by Client

Contingency Plan



Risk	Probability	Impact	Contingency Plan
Austin Contact Center goes down due to technical or severe weather	Low	High	Client POC will be immediately notified by the National Ops Manager in the event of an outage. Connect Direct will utilize work from home representatives, as available, until the center is back online.
Connect Direct representative's remote work from home station goes down	Low	Low	Connect Direct will bring a backup remote representative online.

Primary Points of Contact & Escalation

Name	Title	Role	Email
Annie Urasky	Director of the Division on Deaf, DeafBlind and Hard of Hearing	DODDBHH Liaison	uraskya@michigan.gov
Katie Dunkle-Reynolds	Unit Manager, Division of Emergency Preparedness and Response, MDHHS	MDHHS-211 Liaison	DunkleK@michigan.gov
Brandon Dopf	Training and Quality Assurance Manager	Training and Quality Assurance	bdopf@csd.org
Christy McBee	National Operations Manager	Operational Support	cmcbee@csd.org
Vannessa LeBoss	Director, Connect Direct	Escalation support for any concerns not addressed by National Ops Manager and Training/QA Manager	vleboss@csd.org

Fees and Billing:

Training: Client shall pay per hour for CSR training (new hire training, CSR nesting period, and up-training) at the applicable rates listed below. Client shall pay a one-time expense for interpreting costs incurred during training sessions.

Scheduled Support Hours: Client shall pay CSD at the applicable rates below for each scheduled support hour. The number of scheduled support hours may vary so long as there is a minimum of 80 scheduled support hours per week. Client has the flexibility to adjust its scheduled support hours as needed so long as a minimum of fifteen (15) days' notice is provided to the National Operations Manager. Less than fifteen (15) days' notice may be able to be accommodated but is not guaranteed.

	Daytime/Weekday Hourly Rate Monday-Friday 8:00am-5:00pm ET	Weekend Hourly Rate Saturday-Sunday 10:00am-2:00pm ET
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Per Customer Support Representative (CSR)	\$44.00	\$46.00
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Technology Costs	
\$5,000 one-time cost to set up dedicated server	
Minimum of 3 ports at \$899 per port per month	

Billing: CSD will bill Client for the one-time cost to set up the server and any interpreting costs incurred for training upon completion. CSD will bill Client for the recurring charges on a monthly basis in arrears. Payment is due net 30 days from the date of the invoice. If payment is not made timely, CSD may assess, in addition to the amount owed, a late rate in the amount of 1.5% of the amount owed per month or the maximum amount allowable by law, whichever is lesser.

Term and Termination:

The term of this SOW shall commence on the Effective Date above and shall continue for one (1) year. Upon the end of the term, this SOW shall auto-renew for one (1) year period(s) unless either Party provides thirty (30) day notice of non-renewal to the other Party prior to the end of the current term.

This SOW may be terminated by either Party for any reason upon ninety (90) days' written notice to the other Party.

In the event of termination for any reason, CSD shall be compensated for the Services performed and expenses incurred through the effective termination date.

This SOW is entered into as of the SOW Effective Date above.

Communication Service for the Deaf, Inc.

Client: State of Michigan

By: _____

By: Annie M. Urasky

Name: _____

Name: Annie Urasky

Title: _____

Title: DODDBHH Director





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CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **200000001779**

CONTRACTOR	Michigan 2-1-1	STATE	Program Manager	Various	MDHHS
	330 Marshall Street, Suite 211				
	Lansing, MI 48912				
	Hassan Hammoud	Contract Administrator	Sarah McKinley	DTMB	
	517-664-9811		(517) 256-4237		
	hassan.hammoud@mi211.org		McKinleyS4@michigan.gov		
	CV0001195				

CONTRACT SUMMARY

2-1-1 STATEWIDE SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	2 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	

ALTERNATE PAYMENT OPTIONS

P-Card PRC Other Yes No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$10,601,203.00	\$100,000.00		\$10,701,203.00	

DESCRIPTION

Effective November 5, 2021, please note the following:

1. This Contract is hereby amended to include the following regarding State use of the Contractor's Database API access:
"Unless specifically stated otherwise, any resource data that is share through the API must only be used for work outlined in the corresponding Statement of Work providing the State access to Contractor's API."
2. This Contract is hereby increase by \$100,000.00 for MDHHS, CSD - Communication Services for the Deaf use, for the attached Schedule A, Exhibit 5, Statement of Work (SOW), for MDHHS - CSD is hereby incorporated into this Contract.
3. The Contract Administrator is hereby updated to: Sarah McKinley, Phone: 517-256-4237; Email: McKinleyS4@michigan.gov.

All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Jonathan Breems	517-284-4047	breemsj@michigan.gov
MDHHS	Dawn Shanafelt	517-335-4945	shanafeltd@michigan.gov
DMVA	John Stauffer	517-284-5298	staufferj3@michigan.gov
MDHHS	Christopher Jackson	517-284-4831	Jacksonc47@michigan.gov
MDHHS	Katie Dunkle	517-335-9972	DunkleK@michigan.gov

COVID HOTLINE ASL PROJECT OVERVIEW

2·1·1

Michigan

DRAFTED BY MICHIGAN 2-1-1

Business Need: The MDHHS/MI211 want to ensure that all Michigan residents have equitable access to the covid-19 hotline, including for the deaf population.

Solution: MDHHS/211 plan to partner with Connect Direct to better serve the deaf population in Michigan, needing assistance from the covid-19 hotline. Connect Direct offers direct video customer support from Deaf representatives ("CSRs"), trained by Connect Direct, communicating in sign language for Client's deaf customers. Connect Direct shall provide inbound customer service support for Client primarily in ASL and written English through the employment and utilization of trained Deaf agents ("Services").

Deliverables: MI211 will work with MDHHS and Connect Direct to operationalize Connect Direct's customer service option for the covid-19 hotline. At this point, we anticipate costs to be incurred for MI211 in implementing and operationalizing this service, at approximately \$100,000. Deliverables that may incur such costs include, but are not limited to, the following:

- Telephony routing
- Applicable toll charges
- inContact programming/scripting
- inContact technical assistance
- inContact agent licenses
- Project management
- Training development and facilitation
- Data/reporting development and analysis

Roles and Stakeholders:

Contract Administration	Hassan Hammoud, Hassan.Hammoud@mi211.org
External Stakeholders	Katie Dunkle, DunkleK@michigan.gov
Operations Coordination	Jennie Pollak, Jennie.Pollak@mi211.org
Project Management	Emma Lentini, Emma.Lentini@mi211.org
Training & QA	Keisha Crenshaw-Walker/Center Trainers Keisha.Crenshaw-Walker@mi211.org
Reporting	Gustavo Rotondaro, Gustavo.Rotondaro@mi211.org
Technology Development	Shelby Lummis, Shelby.Lummis@mi211.org
Resource Database	Kathy Sheridan, Kathy.Sheridan@mi211.org

Project Controls:

Control Measure	Frequency	Responsible
Internal data monitoring	TBD	Gustavo Rotondaro
Quality monitoring updates	Weekly at Network meetings	Center Leaders
Communication/Issue management (internal)	As needed	Jennie Pollak
Communication/Issue management (external)	As needed	Hassan Hammoud



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CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **200000001779**

CONTRACTOR	Michigan 2-1-1	Program Manager STATE Contract Administrator	Various	MULTI
	330 Marshall Street, Suite 211			
	Lansing, MI 48912			
	Hassan Hammoud		Chelsea Lugibihl	DTMB
	517-664-9811		(517) 643-7006	
	hassan.hammoud@mi211.org		lugibihlc@michigan.gov	
	CV0001195			

CONTRACT SUMMARY

2-1-1 STATEWIDE SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	2 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$10,552,703.00	\$48,500.00		\$10,601,203.00	

DESCRIPTION

Effective October 4, 2021, this Contract is amended as follows:

1. The following amendments are hereby incorporated into Schedule A, Statement of Work, MDHHS Contract Activities:
 - a. Section 1, F. MI Bridges/2-1-1 Interface(s) Maintenance and Operations has been updated to include the following requirement: "Perform quality assurance monitoring on data fields utilized and applied logic related to resource database information and notify MDHHS of necessary enhancement."
 - b. Section 1. G. MI Bridges/2-1-1 Development Support has been updated to include the following requirement: "Maintain a testing environment (refreshed weekly) to allow advance testing of any development/programming changes."
 - c. Section 1. I. 2-1-1 Resource Database Management has been updated to included the following requirements: "11) Implement specialized resource management procedures for resources with unique characteristics which require more frequent updates. 12) Ensure requests to update information to the 2-1-1 database from MDHHS partner organizations and customers are completed within 48 hours. 13) Work collaboratively with community stakeholders to encourage opportunities to leverage 2-1-1's resource database in opportunities to crease systems of care, service provision and exchanges of community resource information. 14) Conduct a gap analysis identifying resources which are accounted for and missing from the 2-1-1 database at a community and/or regional level in Quarter One, as well as report the number of additional resources identified in the following

three quarters of the Fiscal Year."

2. Schedule B Pricing is hereby updated with the attached FY 2022 Michigan 2-1-1 Budget Summary for MI Bridges.

3. The attached Schedule A, Exhibit 4 Statement of Work for DMVA is hereby incorporated into this Contract.

4. This Contract is increased by \$48,500.00 for DMVA use to support the attached Statement of Work.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency Agreement and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Jonathan Breems	517-284-4047	breemsj@michigan.gov
MDHHS	Dawn Shanafelt	517-335-4945	shanafeltd@michigan.gov
DMVA	John Stauffer	517-284-5298	staufferj3@michigan.gov
MDHHS	Christopher Jackson	517-284-4831	Jacksonc47@michigan.gov

Address:	Agreement Information:
Michigan 2-1-1	Contract #: 200000001779
330 Marshall, Suite 211	Amount:
Lansing, MI 48912	Period: 10/1/2021 - 9/30/2022

FY 2022 MICHIGAN 2-1-1 BUDGET SUMMARY

LINE ITEM	TOTAL PROGRAM BUDGET	FEDERAL FUNDS	STATE/LOCAL FUNDS
DIRECT EXPENSES			
SALARY & FRINGE BENEFITS	\$ 847,982.78	\$ 423,991.39	\$ 423,991.39
OCCUPANCY	\$ 25,207.20	\$ 12,603.60	\$ 12,603.60
COMMUNICATION	\$ 9,270.00	\$ 4,635.00	\$ 4,635.00
SUPPLIES	\$ 10,280.00	\$ 5,140.00	\$ 5,140.00
TRAVEL	\$ 4,250.00	\$ 2,125.00	\$ 2,125.00
CONTRACTED SERVICES	\$ 1,840,890.28	\$ 920,445.14	\$ 920,445.14
MISCELLANEOUS	\$ 2,925.00	\$ 1,462.50	\$ 1,462.50
TOTAL DIRECT EXPENSES:	\$ 2,740,805.26	\$ 1,370,402.63	\$ 1,370,402.63
INDIRECT EXPENSES			
10% INDIRECT	\$ 121,156.50	\$ 60,578.25	\$ 60,578.25
TOTAL DIRECT + INDIRECT:	\$ 2,861,961.76	\$ 1,430,980.88	\$ 1,430,980.88

STATE OF MICHIGAN

Master Agreement 200000001779
Change Notice 4 – October 4, 2021
Michigan 2-1-1

SCHEDULE A, EXHIBIT 4 STATEMENT OF WORK

Secure, Electronic Access to the Michigan 211 Human Services Resource Director

EXECUTIVE SUMMARY

Michigan 211 maintains a team of resource managers throughout the state whose collective role is to curate, extend, and generally ensure the quality of a social services resource database and directory. Michigan 211 has also constructed and maintains the technical infrastructure to securely but openly allow access to this directory to partners whose mission to those in need is furthered through this access. This document proposes a contractual agreement between Michigan 211 and [client] to enable that access through the use of a subscription-based electronic interface as well as appropriate compensation to Michigan 211 for its on-going investment in the directory and access support services.

SCOPE

The directory access services included in this agreement are:

- 24/7 availability of the MI211 Application Programming Interface (API) that enables parameterized queries to the directory with the resultant list of services returned as a well-structured and documented JSON file.
 - Parameters include:
 - Zip code
 - County
 - Category
 - Keyword
 - Service Name
 - Service Term
- On-going additions and updates to the directory from Community-Based Organizations and 211 Resource Managers
- Optional concierge service, to assist DMVA in identifying and selecting the most appropriate agencies/resources based on a specific need or circumstance
- The provisioning and issuance of a Private API Key for authentication and use of the API

CHANGE NOTICE NO. 4 TO CONTRACT NO. 200000001779

- Up to 40 hours of on-boarding support or training in the proper use of the API
- Optional custom API development or configuration services at an hourly fee of \$175/hour
- First and second level technical support

PRICING

Platform Pricing	MVAA Rate
Base Fee (annual)*	\$21,000
Onboarding (one-time)	\$3,000
API Key (one-time)	\$250
First Year Costs	\$24,250

*Annual costs increase 2% each year

INVOICING

Client will be invoiced upon contract execution for the full amount of the first year's base fee plus the one-time onboarding fee

OTHER CONSIDERATIONS

- While MI 211 will make every effort to ensure the API and resource directory are available 24/7/365, there are no explicit service level agreements guaranteeing any specific uptimes
- Any technical issues arising from the use of the API should be submitted via Zendesk as an open ticket

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number 3

to

Contract Number 200000001779

CONTRACTOR	Michigan 2-1-1	STATE	Various	MDHHS
	330 Marshall Street, Suite 211			
	Lansing, MI 48912			
	Hassan Hammoud		Douglas Glaser	DTMB
	517-664-9811		517-898-3982	
	hassan.hammoud@mi211.org		glaserd@michigan.gov	

CONTRACT SUMMARY

2-1-1 STATEWIDE SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	0 - 1 Year	September 30,
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASE	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/>

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP.
<input type="checkbox"/>		<input type="checkbox"/>		September 30,
CURRENT VALUE		ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,552,703.00		\$9,600,000.00		\$20,152,703.00

DESCRIPTION

Effective 3/30/2021, this contract is amended in the following aspects and is increased by \$9,600,000.00:

1. Effective 3/30/2021: Schedule A, Exhibit 3, "Statement of work: MDHHS COVID-19 Response Projects," Part II, "COVID-19 Vaccine Site Scheduling Support," is hereby initiated.

MI 211 will provide all staffing, materials, tools and any associated support to provide phone-based vaccination scheduling assistance services for individuals who do not have access to the internet, have additional questions on vaccinations, or issues/concerns.

2. Effective 3/30/2021: Schedule B, Exhibit 3 to Schedule B, "MDHHS COVID-19 Assistance Pricing and Fees" is hereby modified to include the pricing detailed on Attachment A of this Change Notice.

[REDACTED]
DATE
2023

SING
] No

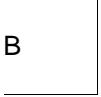
[REDACTED]
DATE
2023

/ID-19

ng
other

y

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTM Procurement approval, and State Administrative Board approval on March 30, 2021.



B

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
491	Jonathan Breems	517-284-4047	breemsj@michigan.gov
491	Dawn Shanafelt	517-335-4945	shanafeltd@michigan.gov
511	John Stauffer	517-284-5298	staufferj3@michigan.gov
491	Christopher Jackson	517-284-4831	Jacksonc47@michigan.gov

February 15, 2021 - February 28, 2021 Cost Structure

Description of Service	Rate	Estimated Hours/Effort	Cost
Concurrent Agent Licenses*	\$106	63 licenses	\$3,339
100 Additional Ports	\$40	100 ports	\$2,000
inContact Technical Assistance	\$175/hour	6 hours	\$525
Toll Charges	\$.12/min	43,000 minutes	\$5,160
Texting Short Code			\$800
Texting Campaign	N/A	N/A	N/A
Project Management	\$60/hour	12.5	\$750
211 Technical Support	\$50/hour	12.5	\$625
Training	\$45/hour	12.5	\$563
Reporting	\$60/hour	12.5	\$750
Call-Handling Staff	\$25/hour	56	\$112,000
Call-Handling Supervision	\$30/hour	5.6	\$13,440
Operations Management	\$40/hour	1	\$3,200
Database Maintenance	\$33/hour	60 hours	\$1,980
Website updates			\$33,333
Disaster Certification			\$600
Subtotal			\$179,065
Indirect/Admin			\$17,906
Total			\$196,971

March 1, 2021 - March 31, 2021 Cost Structure

Description of Service	Rate	Estimated Hours/Effort	Cost
Concurrent Agent Licenses	\$106	87 licenses	\$9,222
100 Additional Ports	\$40	100 ports	\$4,000
inContact Technical Assistance	\$175/hour	6 hours	\$1,050
Toll Charges	\$.12/min	86,000 minutes	\$10,320
Texting Short Code	N/A	N/A	N/A
Texting Campaign		10,000 texts	\$1,670
Project Management	\$60/hour	25	\$1,500
211 Technical Support	\$50/hour	25	\$1,250
Training	\$45/hour	25	\$1,125
Reporting	\$60/hour	25	\$1,500
Call-Handling Staff	\$25/hour	78 Staff	\$312,000
Call-Handling Supervision	\$30/hour	7.8 Staff	\$37,440
Operations Management	\$40/hour	1 Staff	\$6,400
Database Maintenance	\$33/hour	120 hours	\$3,960
Website updates			\$33,333
Disaster Certification	N/A	N/A	N/A
Subtotal			\$424,770
Indirect/Admin			\$42,477
Total			\$467,247

April 1, 2021 - TBD Cost Structure

Description of Service	Rate	Estimated Hours/Effort	Cost
Concurrent Agent Licenses*	\$106	111 licenses	\$11,766
100 Additional Ports	\$40	100 ports	\$4,000
inContact Technical Assistance	\$175/hour	6 hours	\$1,050
Toll Charges	\$.12/min	86,000 minutes	\$10,320
Texting Short Code	N/A	N/A	NA
Texting Campaign		40,000 texts	\$6,680
Project Management	\$60/hour	25	\$1,500
211 Technical Support	\$50/hour	25	\$1,250
Training	\$45/hour	25	\$1,125
Reporting	\$60/hour	25	\$1,500
Call-Handling Staff	\$25/hour	100 Staff	\$400,000
Call-Handling Supervision	\$30/hour	10 Staff	\$48,000
Operations Management	\$40/hour	1 Staff	\$6,400
Database Maintenance	\$33/hour	120 hours	\$3,960
Website updates*			\$33,333
Disaster Certification	N/A	N/A	NA
Subtotal			\$530,884
Indirect/Admin			\$53,088
Total			\$583,972

* July will be the last month for website update charges



STATE OF MICHIGAN PROCUREMENT CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number 200000001779

CONTRACTOR	Michigan 2-1-1 330 Marshall Street, Suite 211 Lansing, MI 48912 Hassan Hammoud (517) 664-9811 Hassan.hammoud@mi211.org CV0001195
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STATE	Program Manager	Various	MULTI
	Contract Administrator	Doug Glaser (517) 898-3982 glaserd@michigan.gov	DTMB

CONTRACT SUMMARY				
DESCRIPTION: 2-1-1 Statewide Support				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
10/1/2020	9/30/2023	2, 1-Year Options	9/30/2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
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				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>		N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$10,000,000.00		\$552,703.00	\$10,552,703.00	
DESCRIPTION: Effective 3/2/2021, this contract is amended in the following aspects and is increased by \$552,703.00:				
1. Effective 2/8/2021 pricing on Schedule B, Exhibit 3 COVID-19 Response Hotline is modified to include the following pricing as outlined in Attachment A.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval, and State Administrative Board approval on March 2, 2021.				

20000001779 Change Notice 2, Attachment A

COVID-19 Hotline

Initial costs – first month

Description of Service	Rate	Capacity	Cost
Project Management/Administration	\$60	40 hours	\$2,400
Technical Support	\$50	40 hours	\$2,000
Training/Quality Assurance	\$45	50 hours	\$2,250
Database Development/Maintenance	\$45	50 hours	\$2,250
Reporting	\$60	40 hours	\$2,400
Staffing	\$4,333/each	13 FTE	\$56,329
Supervision	\$5,416/each	2.6 FTE	\$14,081
Laptops/Headphones	\$2,500/each employee	16 sets	\$40,000
inContact Charges (telephony system)	\$.012/minute	TBD – per monthly billing	\$2,750* estimate
Subtotal			\$123,956
Indirect	10%		\$12,396
Total			\$136,352

Ongoing costs – subsequent months

Description of Service	Rate	Capacity	Cost
Project Management/Administration	\$60	40 hours	\$2,400
Technical Support	\$50	25 hours	\$1,250
Training/Quality Assurance	\$45	30 hours	\$1,350
Database Development/Maintenance	\$45	40 hours	\$1,800
Reporting	\$60	25 hours	\$1,500
Staffing	\$4,333/each	13 FTE	\$56,329
Supervision	\$5,416/each	2.6 FTE	\$14,081
inContact Charges (telephony system)	\$.012/minute, licensing fees, ACD recordings, etc.	TBD – per monthly billing	\$2,750* estimate
Subtotal			\$81,460
Indirect	10%		\$8,146
Total			\$89,606

200000001779 Change Notice 2, Attachment A**Covid Vaccine Scheduling Budget**

Description of Service	Rate	Estimated Hours/Effort	Cost
Project Management	\$60	25	\$1,500
Technical Support	\$50	25	\$1,250
Toll Charges*	\$.12/minute	86,575 minutes	\$ 10,389
Training	\$45	25	\$1,125
Reporting	\$60	25	\$1,500
Call Handling Staff**	20,500 calls	33 FTE	\$ 105,600
Supervision		3.3 FTE	\$15,000
Subtotal			\$136,364
Indirect	10%		\$13,636
Total Estimate			\$150,000



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **200000001779**

CONTRACTOR	Michigan 2-1-1	STATE	Various	MULTI
	330 Marshall Street, Suite 211			
	Lansing, MI 48912			
	Hassan Hammoud		Douglas Glaser	DTMB
	517-664-9811		517-898-3982	
	hassan.hammoud@mi211.org		glaserd@michigan.gov	
	CV0001195			

CONTRACT SUMMARY

2-1-1 STATEWIDE SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	2 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$10,000,000.00	\$0.00		\$10,000,000.00	

DESCRIPTION

Effective December 18, 2020, the following Changes are hereby incorporated into this Contract:

1. Schedule A - Exhibit 3 is hereby replaced with the attached Schedule A - Exhibit 3 - Amendment 1 - 12/18/2020 for MDHHS COVID-19 Response Projects.
2. Schedule B - Exhibit 3 is hereby replaced with the attached Schedule B - Exhibit 3 - Amendment 1 - 12/18/2020 for MDHHS COVID-19 Response Projects.
3. Please note the Contract Administrator is changed to Doug Glaser (Standard Contract Terms, Section 6; Schedule A, Section 4.2).

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Jonathan Breems	517-284-4047	breemsj@michigan.gov
MDHHS	Dawn Shanafelt	517-335-4945	shanafeltd@michigan.gov
DMVA	John Stauffer	517-284-5298	staufferj3@michigan.gov
MDHHS	Christopher Jackson	517-284-4831	Jacksonc47@michigan.gov

STATE OF MICHIGAN

Master Agreement 200000001779
Change Notice 1
Michigan 2-1-1

SCHEDULE A, EXHIBIT 3 – Amendment 1 – 12/18/2020

STATEMENT OF WORK

MDHHS COVID-19 Response Projects

BACKGROUND AND SCOPE

MDHHS seeks assistance with three related projects from a phone line operator with relevant experience providing information and/or referrals to community resources to Michigan residents impacted by COVID-19 to 1) Assume operation of the MDHHS' State COVID-19 Hotline; 2) Connect individuals affected by COVID-19 with all available supports services and resources needed to help them during their period of being homebound and/or ill and supporting their recovery to ensure they can comply with self-quarantine or self-isolation recommendations; 3) Help residents find a COVID-19 test site, schedule appointments (as needed) and maintain a locator tool of available COVID-19 test site throughout the Michigan. To accomplish this, MDHHS is requesting hotline services, navigation support and resource management from MI211.

As part of this project, MI211 will provide the following:

A. COVID-19 Hotline Operations:

- 1) MI211 Network will assume full operation of the MDHHS' State COVID-19 Hotline, assisting residents impacted by COVID-19, including the following services:
 - a. Provide information and/or referrals to resolve the call using 211 Resource Database and MDHHS Master Resource Guide documents.
 - b. Transfer to the Stay Well Line when the caller expresses distress.
 - c. Transfer to a 211 Q&I Benefits Navigator if the caller is quarantined or isolated due to COVID-19 and needs support connecting with community resources.
 - d. Escalate calls to MDHHS CHECC team according to procedures.
- 2) MI211 Network will document the following information for each call:
 - a. Zip code (city/county)
 - b. Contact person
 - c. Information category, referral and/or unmet need (as applicable)
- 3) MI211 will provide the following data reports in a consolidated manner and at an agreed upon frequency:
 - a. inContact call statistics

- b. Navigate CRM data and analytics
- 4) MI211 will participate in monthly quality assurance collaboration sessions with MDHHS in which calls will be randomly selected and evaluated for Quality and Improvement purposes.

B. COVID-19 Quarantine and Isolation Benefits Navigation:

- 1) MI211 Network will create a dedicated team of navigators who can assist residents impacted by COVID-19.
- 2) Benefits Navigators will provide the following services:
 - a. Conduct needs assessments
 - b. Identifying available programs for callers
 - c. When possible, assist callers with directly enrolling in applicable programs.
 - d. When direct enrollment support is not possible, provide a warm handoff (preferred) or a referral to applicable programs.
 - e. Provide data to MDHHS on emerging needs of residents impacted by COVID-19
- 3) Navigators will connect with residents in the following ways:
 - a. Incoming calls
 - i. DHHS and other state departments will encourage anyone with COVID-19 who need assistance to call 211 to find out what programs are available.
 - ii. Test sites will recommend calling 211 for people who test positive and may need help.
 - iii. Health care providers will be told they can patients to 211 for help if their office is unable to help patient with all their needs.
 - iv. Any local Health Departments that are unable to meet all the needs of a resident interviewed during contract tracing or case investigation may refer callers to 211.
 - b. Transferred calls
 - i. The state COVID-19 Hotline will include an IVR prompt to transfer callers to 211.
 - ii. The state COVID-19 Hotline staff
 - iii. MDHHS and Public Health Volunteer Contact Tracers
 - iv. MDHHS Case Investigators
 - v. Local Health Departments
 - c. Outbound calls

- i. When directly transferring calls is not possible, the state contact tracing and case investigation program and LHDs will send contact lists to 211 for follow-up with resident.
 - ii. 211 Benefits Navigators will also notify the contact tracing program and/or LHD to confirm connection with resident.
- 4) Benefits Navigators will be trained as MiBridges Navigators so that they can assist residents in completing end-to-end enrollment in the MiBridges programs, as well as making referrals to all programs in MiBridges and 211.
- 5) Navigators will have information of other programs available that are not in the MiBridges portal or 211, and be able to provide instructions to residents on how to enroll in those programs. This includes programs run by: Unemployment Insurance, VA, AAAs, CAAs, other local community programs.
- 6) Navigators will be able to provide residents with information about how to secure primary care if they do not have a PCP, how to work with their health plan on any medical supports or arrangements needed while they are homebound, and connect them with mental health resources through the CMH system and provided by the state during COVID.
- 7) Navigators will have the following qualifications: knowledge of motivational interviewing; training in trauma-informed systems of care; documented experience in working with vulnerable populations; training on LEP; training on cultural competency; and, experience as a navigator/counsellor and/or formal background in social work, public health, education, psychology, or another human services-oriented field.
- 8) Spanish language navigators will be provided, as well as connection to translation services for nearly 200 other languages.

C. COVID-19 Test Site Navigation:

- 1) MI211 Network will respond to inquiries from the public and assist with information, navigation and scheduling of COVID-19 testing sites. This may include making appointments on the inquirer's behalf, using test site location's online scheduling tool.
- 2) MI211 Network will expand listings of testing sites currently in 211's resource database to include all locations statewide, including eligibility, application process, fees/payment method accepted, and hours; as well as maintain test site information listed in the State of Michigan eMichigan test site locator tool.

Project Contacts and Stakeholders

Stakeholder	Role	Phone	Email
Katie Dunkle	COVID-19 Hotline Project Sponsor, MDHHS	517-335-8150	dunklek@michigan.gov

Sarah Esty	Q&I Benefits Navigation Project Sponsor, MDHHS	517-599-5841	estys@michigan.gov
Sarah Esty	Test Site Navigation Project Sponsor, MDHHS	517-599-5841	estys@michigan.gov
Hassan Hammoud	Contract Manager, MI211	313-330-8600	hassan.hammoud@mi211.org
Jennie Pollak	Project Manager, MI211	810-955-2635	jennie.pollak@mi211.org

DELIVERABLES

A. COVID-19 Hotline related deliverables include:

- 1) Operate COVID-19 hotline services Monday - Friday, from 8am-5pm
- 2) Work with MDHHS to maintain accurate and up-to-date information on COVID-19 resources.
- 3) Provide reports directly or assist DHHS to access data which will facilitate analysis of trend and volumes. Data should allow the following content areas to be analyzed:

3.1 inContact Data: Aggregate skill name level data. A breakdown by Center region will be available if designed that way.

Daily Reports starting on October 2nd: data will be sent at the end of each day. Explore ways to set up scheduled reporting for direct delivery from inContact to MDHHS staff.

- a. Incoming Calls Per Skill
- b. Average Queue Time Per Skill
- c. Calls Handled Per Skill
- d. AHT Per Skill

***Tentatively* starting on October 2nd:** depending on configurations - needs further discussion.

- e. Service Level Per Skill
- f. Number of calls transferred to the Stay Well Line

Delivery format: Unformatted CSV files

3.2 Navigate CRM Data and Analytics: start with weekly reports and explore with MDHHS staff alternative ways to increase the rate of data frequency/refresh to the state.

Goal: starting on October 8th - weekly reports

- a. Documented Contacts: Call Type = COVID-19 Hotline only (all subsequent metrics will be based on this total)
- b. Documented Contacts' COVID-19 Information Topics
- c. Documented Contacts' Contact Type
- d. Documented Service Requests/Needs

Goal: starting on October 15th - weekly reports:

- e. Referred services: this will not be total referrals but rather a distinct count of services referred per contact
- f. Unmet Needs: this will be a distinct count of unmet needs per contact

Delivery format: Unformatted CSV files

3.3. Items requiring further discussion/follow-up:

- a. Work with MDHHS staff to determine report template/format (ex: fields, complete refresh vs. newly added calls, etc.).
 - b. Explore with MDHHS staff the use of Power BI to enhance data access and reporting.
- 4) MI211 will store recorded files of all COVID-19 hotline calls in a confidential manner and provide access to MDHHS as needed. MI211 will participate in quality assurance collaboration sessions regarding selected calls for Quality Assurance and/or Improvement purposes.

B. COVID-19 Quarantine and Isolation Benefits Navigation related deliverables include:

- 1) Provide benefits navigation services through 11/30/2020. Services will be available from 8am-5pm, initially Monday – Friday, expanding as needed.
 - a. Will assess volume and need to determine if additional hours are needed.
 - b. Option to extend on a monthly basis after November
- 2) Reports will be delivered on the following schedule:
 - a. Daily, for the first two weeks
 - b. Weekly, for the following two weeks
 - c. Monthly, for the remainder of the contractReports will include the following content:
 - d. Daily and weekly: contact and needs volumes
 - e. Monthly: contact and needs volumes as well as referrals and unmet needs data

C. COVID-19 Test Site Navigation related deliverables include:

- 1) Provide COVID-19 test scheduling services seven days a week, from 8am-5pm, through 11/30/2020, with option to extend on a monthly basis.
- 2) Maintain accurate and up to date test site information in the 211 database and State of Michigan eMichigan test site locator tool.
- 3) Reports will be delivered on the following schedule:
 - a. Daily, for the first two weeks
 - b. Weekly, for the following two weeks

- c. Monthly, for the remainder of the contract

Reports will include the following content:

- d. Daily and weekly: contact and needs volumes by geographic area
- e. Monthly: contact and needs volumes as well as referrals and unmet needs data by geographic area

STATE OF MICHIGAN

Master Agreement No. 200000001779

Change Notice 1

Michigan 2-1-1

SCHEDULE B, EXHIBIT 3 – Amendment 1 – 12/18/2020 MDHHS COVID-19 Response Projects

DECEMBER 2020 CALCULATIONS

Description of Service	Rate	Estimated Hours/Effort	Cost
Project Management	\$60	25	\$1,500
Technical Support	\$50	25	\$1,250
Technology Platform Access	\$100/month	12 logins	\$1,200
Toll Charges	\$.12/minute	35,000 minutes	\$4,200
Training	\$45	25	\$1,125
Reporting	\$60	25	\$1,500
Test Scheduling	7,271 calls	12 FTE	\$52,000
Benefits Navigation Service	259 calls	3 FTE	\$13,000
Database Maintenance		120	\$4,000
Supervision		1.5 FTE	\$8,123
Estimate Subtotal			\$87,898
Indirect	10%		\$8,790
Total Estimate			\$96,688

JAN – MARCH 15, 2021 CALCULATIONS

Description of Service	Rate	Estimated Hours/Effort	Cost
Project Management	\$60	62.5	\$3,750
Technical Support	\$50	62.5	\$3,125
Technology Platform Access	\$100/month	12 logins	\$3,000
Toll Charges	\$.12/minute	35,000 minutes	\$10,500
Training	\$45	62.5	\$2,813
Reporting	\$60	62.5	\$3,750
Test Scheduling	18,178 calls	12 FTE	\$130,000
Benefits Navigation Service	648 calls	3 FTE	\$32,500
Database Maintenance		300	\$10,000
Supervision		1.5 FTE	\$20,308
Estimate Subtotal			\$219,745
Indirect	10%		\$21,975
Total Estimate			\$241,720



STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management & Budget

525 W. Allegan St., Lansing, MI 48933

P.O. Box 30026, Lansing, MI 48913

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 20000001779

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Michigan 2-1-1 330 Marshall Street, Suite 211 Lansing, MI 48912 Hassan Hammoud 517-664-9811 Hassan.hammoud@mi211.org CV0001195
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STATE	Program Manager Contract Administrator	Multiple – See Attached Jillian Yeates 517-275-1131 yeatesj@michigan.gov	MULTI DTMB
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CONTRACT SUMMARY

DESCRIPTION: 2-1-1 Statewide Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2020	September 30, 2023	2, 1-Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
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			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. Orders for delivery will be issued directly by the Departments through the issuance of a Delivery Order, Schedule A, Section 7.1, Authorizing Document.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		10,000,000.00	

**Program Managers
for
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	MDHHS	Jonathan Breems	517-284-4047	breemsj@michigan.gov
2	MDHHS	Dawn Shanafelt	517-335-4945	shanafeltd@michigan.gov
3	DMVA	John Stauffer	517-284-5249	Staufferj3@michigan.gov
4	MDHHS	Christopher Jackson	517-284-4831	Jacksonc47@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“Contract”) is agreed to between the State of Michigan (the “State”) and Michigan 2-1-1 (“Contractor”), a Michigan Non-profit. This Contract is effective on October 1, 2020 (“Effective Date”), and unless terminated, expires on September 30, 2023.

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

1. Definitions. For the purposes of this Contract, the following terms have the following meanings:

“Accept” has the meaning set forth in **Section 20**.

“Acceptance” has the meaning set forth in **Section 20**.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

“Allegedly Infringing Materials” has the meaning set forth in **Section 33**.

“Business Day” means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

“Business Owner” is the individual appointed by the agency buyer to (a) act as the agency’s representative in all matters relating to the Contract, and (b) co-sign off on notice of Acceptance. The Business Owner will be identified in the Statement of Work.

“Change” has the meaning set forth in **Section 5**.

“Change Notice” has the meaning set forth in **Section 5**.

“Change Proposal” has the meaning set forth in **Section 5**.

“Change Request” has the meaning set forth in **Section 5**.

“Confidential Information” has the meaning set forth in **Section 38.a**.

“Configuration” means State-specific changes made to the Software without Source Code or structural data model changes occurring.

“Contract” has the meaning set forth in the preamble.

“Contract Activities” refers to the includes the Services, Deliverables, delivery of commodities, or other contractual requirements set forth in **Schedule A – Statement of Work**, including any subsequent Statement(s) of Work, that the Contractor agrees to provide and the State agrees to purchase pursuant to the terms of this Contract.

“Contract Administrator” is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party’s Contract Administrator will be identified in the Statement of Work.

“Contractor” has the meaning set forth in the preamble.

“Contractor’s Bid Response” means the Contractor’s proposal submitted in response to the State’s requests to obtain Contract Activities.

“Contractor Personnel” means all employees of Contractor or any Permitted Subcontractors involved in the performance of Services hereunder.

“Deliverables” means all materials, including, but not limited to Software, Documentation, written materials and commodities, that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in **Schedule A - Statement of Work**.

“Dispute Resolution Procedure” has the meaning set forth in **Section 55**.

“Documentation” means all generally available documentation relating to the Software, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Software or Hosted Services (as defined in **Schedule C**), including any functionality, testing, operation or use thereof.

“DTMB” means the Michigan Department of Technology, Management and Budget.

“Effective Date” has the meaning set forth in the preamble.

“Fees” means collectively all fees collected by the Contractor pursuant to the terms of this Contract.

“Financial Audit Period” has the meaning set forth in **Section 42**.

“Force Majeure” has the meaning set forth in **Section 54**.

“HIPAA” has the meaning set forth in **Section 47**.

“Intellectual Property Rights” means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

“Key Personnel” means any Contractor Personnel identified as key personnel in **Schedule A – Statement of Work**.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“Loss or Losses” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

“New Version” means any new version of the Software that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“Permitted Subcontractor” has the meaning set forth in **Section 13**.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“Pricing” means any and all fees, rates and prices payable under this Contract, including pursuant to any Schedule or Exhibit hereto.

“Pricing Schedule” means the schedule attached as **Schedule B**, setting forth the Fees, rates and Pricing payable under this Contract.

“Program Manager” is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of Acceptance of the Deliverables. Each party's Program Manager will be identified in the Statement of Work.

“Representatives” means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

“Software” means Contractor's software set forth in the Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract and the License Agreement.

“Services” means any of the services Contractor is required to or otherwise does provide under this Contract, **Schedule A** - Statement of Work, and **Schedule C** – Contractor Hosted Software and Services.

“Source Code” means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

“Site” means the physical location designated by the State in, or in accordance with, this Contract or the Statement of Work for delivery or installation of the Contract Activities.

“State” means the State of Michigan.

“State Data” has the meaning set forth in **Section 37.a.**

“State Materials” means all materials and information, including equipment, documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“Statement of Work” means any statement of work entered into by the parties and attached as a schedule to this Contract. The initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedules A-1, A-2, A-3, etc.

“Stop Work Order” has the meaning set forth in **Section 27.**

“Term” has the meaning set forth in the preamble.

“Third Party” means any Person other than the State or Contractor.

“Transition Period” has the meaning set forth in **Section 31.**

“Transition Responsibilities” has the meaning set forth in **Section 31.**

“Unauthorized Removal” has the meaning set forth in **Section 15**.

“Unauthorized Removal Credit” has the meaning set forth in **Section 15**.

“Warranty Period” means the period set forth in **Schedule A – Statement of Work**, commencing on the date of acceptance of all Deliverables purchased pursuant to the terms of this Contract.

“Work Product” means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to written materials, computer scripts, software configuration, software customization, APIs, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract. Work Product does not include software.

- 2. Duties of Contractor.** Contractor must perform the Services and provide the Deliverables described in **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, and meet operational standards, unless otherwise specified in **Schedule A**.

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.

- 3. Statement(s) of Work.** Contractor must provide the Contract Activities pursuant to Statements of Work entered into under this Contract. No Statement of Work will be effective unless signed by each party's Contract Administrator. The term of each Statement of Work will commence on the parties' full execution of the Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and attached as a schedule to this Contract. The State will have the right to terminate such Statement of Work as set forth in **Sections 28 and 29**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work is strictly required.

- 4. Statement of Work Requirements.** Each Statement of Work may include the following: (a) names and contact information for Contractor's Contract Administrator, Program Manager and Key Personnel; (b) names and contact information for the State's Contract Administrator, Program Manager and Business Owner; (c) a detailed description of the Services to be provided under this Contract, including any training obligations of Contractor; (d) a detailed description of the Deliverables to be provided under this Contract; (e) a description of all liquidated damages associated with this Contract, if any; and (f) a detailed description of all State Resources, if any, required to complete the Implementation Plan, if such a Plan is necessary.

- 5. Change Control Process.** The State may at any time request in writing (each, a “Change Request”) changes to the Statement of Work, including changes to the Contract Activities (each, a “Change”). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 5**. No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing,

Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

- 6. 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:
Jillian Yeates 525 W. Allegan St. Lansing, MI 48933 Yeatesj@michigan.gov 517-275-1131	Hassan Hammoud 330 Marshall Street, Suite 211 Lansing, MI 48912 Hassan.hammoud@mi211.org 517-664-9811

- 7. 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 Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
- 8. Insurance Requirements.** Contractor, at its sole expense, must maintain the insurances identified below. All required insurance must: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Contractor's or subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	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 2010 07 04 and CG 2037 07 04.
Automobile Liability Insurance	
If one or more motor vehicles are used to perform the Contract Activities, the Contractor must have vehicle liability insurance on any and all motor vehicles for	

bodily injury and property damage coverage as required by law.	
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.:

If any required policies provide **claims-made** coverage, the Contractor must: (i) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (iii) 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, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within five (5) business days if any policy is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section 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).

9. Reserved.

10. Reserved.

11. Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. 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.

12. Intellectual Property Rights. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Work Product produced as part of the Contract Activities, and all associated intellectual property rights, if any. In general, Work Product constitutes works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Work Product, 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 Work Product, including all intellectual property rights therein. Contractor also irrevocably waives any and all claims Contractor may have now or hereafter have in any jurisdiction to so called "moral rights" or rights of *droit moral* with respect to the Work Product. If Contract Activities includes the purchase or use of software, such purchase, use, or access to Software shall be subject to **Schedules C** of this Contract.

13. Subcontracting. Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services. The State's approval of any such Third Party (each approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will: (a) be responsible and liable for the acts and omissions of each such Permitted Subcontractor (including such Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees; (b) name the State a third party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services; (c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and (d) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.

14. Staffing. Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

15. Key Personnel. If, in the sole discretion of the State, Key Personnel are required to complete the Contract Activities, such Key Personnel shall be identified in **Schedule A – Statement of Work**. 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 Program 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.

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 Section 28.

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 **Section 28**, Contractor will issue to the State an amount set forth in **Schedule A – Statement of Work** (each, an "**Unauthorized Removal Credit**").

16. 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, 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.

17. 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.

18. Change of Control. Contractor will notify within 30 days of any public announcement, or otherwise once legally permitted to do so, the State 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.

19. Ordering. Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

20. 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 Schedule A. 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 28**, 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.

21. Reserved.

22. Reserved.

23. Warranty Period. The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in **Schedule A**, and, for Software Hosted On-Site, **Schedule C**. 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.

24. Terms of 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 performed as specified in **Schedule A**. 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. All prices 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.

25. Payment Disputes. The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State: (a) timely renders all payments and amounts that are not in dispute; notifies Contractor of the dispute prior to the due date for payment, specifying in such notice: (i) the amount in dispute; and (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties; (b) works with Contractor in good faith to resolve the dispute promptly; and (c) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold any Contract Activities or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 25** or any dispute arising therefrom.

26. Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in **Schedule A**. 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.

27. 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.

28. Termination for Cause. The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) 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 29**, 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. 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.

29. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any 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, or (b) continue to perform the Contract Activities in accordance with Section 30, 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.

30. Effect of Termination. Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason: (a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 31**; (b) all licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any; (c) Contractor will: (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 30** in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

31. 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, "**Transition Period**"), 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) taking 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 Contractor by any entity, agent, vendor, or employee of the State; (d) 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 (e) 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.

32. General 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 if the State deems necessary. Contractor will not, without the State's 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. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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.

33. 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.

34. Limitation of Liability and Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, 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 FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. 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.

35. 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 (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

36. Reserved.

37. State Data. If the Contract Activities includes the hosting of State Data with Contractor or Permitted Subcontractors, Contractor must also comply with **Schedule D – Data Security Requirements** of this Contract

a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and

exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

- b. **Contractor Use of State Data**. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. **Extraction of State Data**. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. **Backup and Recovery of State Data**. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. **Loss or Compromise of Data**. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating

lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 37** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

- f. State's Governance, Risk and Compliance (GRC) platform, if applicable. If the Contract Activities includes the purchase, use, or access to software, Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform, and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

38. 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. The provisions of this Section survive the termination of this Contract.

- 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; and, (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: (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.

39. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

- b. **Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. **Audit Findings.** Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

40. Reserved.

41. Reserved.

42. Records Maintenance, Inspection, Examination, and Audit. 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 financial and accounting 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 any 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.

43. Warranties and Representations. 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) Contractor will perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (c) Contractor will meet or exceed the performance and operational standards, and specifications of the Contract; (d) Contractor will provide all Contract Activities in good quality, with no material defects; (e) Contractor will not interfere with the State's operations; (f) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (g) the Contract Activities will not infringe the patent, trademark, copyright, trade secret,

or other proprietary rights of any third party; (g) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (h) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (g) the Contract signatory has the authority to enter into this Contract; (h) 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; (i) 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 (j) 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 28**, Termination for Cause. If Contract Activities includes purchase, use, or access to software, Contractor must agree to additional Warranties and Representations found in **Schedule D** of this Contract, as applicable.

- 44. 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.
- 45. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 46. ADA Compliance.** The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor's Service Software must comply, where relevant, with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.
- 47. HIPAA Compliance.** The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.
- 48. Reserved.**
- 49. Reserved.**
- 50. 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.
- 51. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

52. 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 Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

53. Non-Exclusivity. Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

54. 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.

55. 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.

56. 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 prior written State approval, and then only in accordance with the explicit written instructions of the State.

57. Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

58. 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:

Schedule A	Statement of Work
Exhibit 1 to Schedule A	MVAA Statement of Work
Exhibit 2 to Schedule A	MDHHS Title V Maternal and Child Health Statement of Work
Exhibit 3 to Schedule A	MDHHS COVID-19 Assistance Statement of Work
Schedule B	Pricing and Fees

Exhibit 1 to Schedule B	MVAA Pricing and Fees
Exhibit 2 to Schedule B	MDHHS Title V Maternal and Child Health Pricing and Fees
Exhibit 3 to Schedule B	MDHHS COVID-19 Assistance Pricing and Fees
Schedule C (as applicable)	Contractor Hosted Software and Services
Exhibit 1 to Schedule C (as applicable)	Support Services and Service Level Agreement for Hosted Services
Schedule D (as applicable)	Data Security Requirements
Exhibit 1 to Schedule D (as applicable)	Contractor's Disaster Recovery Plan
Schedule E (as applicable)	Federal Provisions Addendum

59. Entire Agreement and Order of Precedence. This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, 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 Schedule A – Statement of Work; (b) second, Schedule A – 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 WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ITS AUTHORIZED USERS FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

60. 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.

61. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

62. Survival. The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

STATE OF MICHIGAN

Master Agreement 200000001779
Michigan 2-1-1

SCHEDULE A STATEMENT OF WORK MDHHS CONTRACT ACTIVITIES

BACKGROUND AND SCOPE

This is a contract for a Statewide resource referral system on behalf of the State 2-1-1 system. Michigan 2-1-1 will provide this platform 24 hours per day, 7 days per week, 365 days per year.

Michigan 2-1-1, in partnership with the Michigan Department of Health and Human Services (MDHHS), will assist Michigan residents by running a referral system that links clients to State and Federal Resources available to them. This service is specified in PA 84 of 2015, section 307.

Michigan 2-1-1 Centers have been providing information and referral services to Michiganders since the first call center launched in 2002. Professionally staffed Michigan 2-1-1 Call Centers are required to meet national standards for the delivery of information and referral services.

REQUIREMENTS

The Contractor must provide Deliverables, services, staff, and otherwise do all things necessary for or incidental to the work as set forth in the requirements below. This includes specifically maintaining a resource referral system 24 hours per day, 7 days per week, 365 days per year.

The Contractor must coordinate and perform all activities under the direction and approval of the MDHHS Program Manager.

1. General Requirements

A. InContact Platform

Michigan 2-1-1 will provide a Statewide call routing/contact management platform on behalf of the State 2-1-1 system. The Contractor must provide the following:

- 1) A Statewide call routing/contact management platform providing 24/7/365 access in counties with an active 2-1-1 service.
- 2) A minimum of 55 agent licenses.
- 3) Automated caller surveys for quality assurance.

B. Data Collection

The Michigan 2-1-1 call center partners will collect and report demographic and community needs data collected from 2-1-1 callers based on criteria developed in partnership with MDHHS. Data collected by the call centers will be aggregated and shared with MDHHS. The Contractor must provide the following:

- 1) A minimum of 12,000 complete data sets from a random sampling of 2-1-1 callers (sample size provides a margin of error of $\pm 0.88\%$), including caller age,

- sex/gender, household composition, household income, MDHHS call status, health insurance status, veteran status, and access to personal transportation.
- 2) Annual reports summarizing caller demographics to 2-1-1.
 - 3) Annual reports with types of requests, on a Statewide basis and regional basis, on number of calls received with percentages of met versus unmet needs.

C. Resource Database Licensing & Development

Michigan 2-1-1 will pay annual licensing costs for the Statewide database platform used by the 2-1-1 partners to maintain a Statewide database of health and human services available online to the general public.

D. Quality Assurance

The Michigan 2-1-1 partners will establish, implement and maintain common performance tracking metrics in keeping with national standards established by United Way Worldwide, and provide ongoing training to 2-1-1 personnel to ensure high-quality 2-1-1 service to all Michigan residents. The Contractor must provide the following:

- 1) Implementation of a common core training curriculum for 2-1-1 frontline staff and management to ensure consistent, high quality Statewide information and referral service across regions.
- 2) Quarterly reports on performance against metrics and caller satisfaction, based on national standards including: Average Speed of Answer (ASA), Average Handle Time (AHT), Abandonment Rate, and customer satisfaction measures including problem resolution, accessibility, call experience, and 2-1-1 agent knowledge.

E. Outreach and Communication

The Michigan 2-1-1 system will implement a comprehensive outreach and awareness initiative maintaining a website, social media presence and other communication channels to provide information and updates on community programs and services available to the public. Michigan 2-1-1 will provide guidance on how to access these services on a day-to-day basis and in times of disaster with MDHHS and Michigan State Police Public Information Officers. The Contractor must:

- 1) Utilize MI211.org, MI 211 Facebook and Twitter accounts to promote awareness of 2-1-1 and key MDHHS projects (e.g. utility assistance, health care enrollment, etc.).
- 2) Increase social media followers by 25%.
- 3) Coordinate messaging for utility assistance in conjunction with MDHHS, MPSC, and Coalition to Keep Michigan Warm.
- 4) Provide a minimum of five education sessions on 2-1-1 as determined by MDHHS.

F. MI Bridges/2-1-1 Interface(s) Maintenance and Operations

The Contractor must:

- 1) Maintain the 2-1-1 electronic interface(s) used by MI Bridges/MDHHS.
- 2) Support the MI Bridges team in training/analyzing, testing, correcting and validating individual defects and larger problematic patterns associated with 2-1-1 interfaces, including trouble with information received through 2-1-1 interfaces.

- 3) Support the MI Bridges team in conducting performance evaluation and improvement activities associated with 2-1-1 interfaces.
- 4) Coordinate with the MI Bridges team to determine the impact of any potential changes and/or maintenance to the 2-1-1 interfaces (or the 2-1-1 resource database which impacts the interfaces), including obtaining MDHHS support and establishing a schedule in advance of any change(s) being made.
- 5) Provide up-to-date interface documentation on an ongoing basis.
- 6) Ensure the 2-1-1 production and testing interfaces will be available (i.e. fully functioning, not undergoing planned maintenance or suffering from an unplanned outage) for MI Bridges use 99% the time (measured 24 hours per day and 365 days per year, not business hours). Please see Exhibit 1 of Schedule C.
- 7) Notify MDHHS and obtain department support at least 72 hours prior to any potential changes and/or maintenance to the 2-1-1 interfaces (or the 2-1-1 resource database which impacts the interfaces).
- 8) Together with any subcontractors associated with the analysis and resolution of defects, meet MDHHS severity-driven timeliness standards for defect analysis and resolution.

G. MI Bridges/2-1-1 Development Support

The Contractor must:

- 1) Participate in the design (both functional and technical, including 2-1-1 staff and necessary subcontractors) of MI Bridges functionality which incorporates the use of resources and information from the 2-1-1 Database within MI Bridges and 2-1-1.
- 2) Develop and test 2-1-1 interface(s) and resource database features and components which support MI Bridges functionality.
- 3) Participate in MI Bridges testing and release activities that involve 2-1-1 interfaces and/or electronic processes across MI Bridges and 2-1-1 systems to ensure successful production release of design functionality.
- 4) Deliver agreed upon functionality and interfaces free of defects considered “blocker” or “critical” in nature and with a mutually agreeable timeline to resolve any “major” and “minor” outstanding defects.
- 5) Deliver agreed upon functionality and interfaces according to development, testing and release schedules.

H. 2-1-1 Resource Database Technology

The Contractor must:

- 1) License, configure, and maintain the technological system(s) needed to manage the 2-1-1 information and referral database, including the technology/tools necessary to support all areas of work (e.g. interfaces, resource management, agency information updates etc.) included in this Contract.
- 2) Ensure the 2-1-1 information and referral database will be available (i.e. fully functioning, not undergoing planned maintenance or suffering from an unplanned outage) for use 99% the time (measured 24 hours per day and 365 days per year, not business hours). Please see Exhibit 1 of Schedule C.

I. 2-1-1 Resource Database Management

The Contractor must:

- 1) Maintain current resources in the 2-1-1 information and referral database, including processes to update and verify database content in order to maintain system quality and a high degree of resource integrity.
- 2) Develop and maintain specialized resource management process for resources with unique characteristics, such as the need for more frequent updates due to seasonality or funding constraints.
- 3) Work cooperatively with MDHHS to ensure all requests from partner organizations and customers (both through MI Bridges and individual staff communication) to update or add information to the 2-1-1 database are resolved in a timely manner.
- 4) Seek out resources which are not currently included in the 2-1-1 database.
- 5) Work collaboratively with stakeholders in communities to influence and reduce the development of duplicative information and referral databases, systems, and/or publications.
- 6) Plan timeline for automated record registration and record updating.
- 7) Conduct a gaps analysis in Quarter One and provide a plan for identifying resources based on this analysis.
- 8) Ensure 90% of records contained in the 2-1-1 information and referral database have been confirmed accurate (including performing any necessary updates) within the last 12 months through contact with the resource provider (rather than website or other secondary source information).
- 9) Ensure requests to update or add information to the 2-1-1 database from MDHHS partner organizations and customers are completed within 5 business days.
- 10) Provide MDHHS a gap analysis identifying resources which are accounted for and missing from the 2-1-1 database at a community and/or regional level, as well as a corresponding outreach plan (with tangible goals for the following three quarters in the FY) to attempt to fill resource gaps.

J. 2-1-1 Resource Quality Assurance and Training

The Contractor must:

- 1) Develop and implement quality assurance (including robust quality reporting and monitoring) and training processes with a primary focus on database quality and consistency.
- 2) Provide training for personnel carrying out activities in this agreement for professional certification and development.
- 3) Ensure the 2-1-1 database receives validation and review by an independent, third-party to assess database consistency and quality, including remediation steps to mitigate any shortcomings.

1.2 Specific Standards

IT Policies, Standards and Procedures (PSP)

Contractor is advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide services and products that conform to State IT policies and standards.

Public IT Policies, Standards and Procedures (PSP):

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

Mobile Responsiveness

The Contractor's Solution must utilize responsive design practices to ensure the website and publicly available database are accessible via a mobile device through mobile optimization.

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution. http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

1.6 End-User Operating Environment

The SOM environment is X86 VMware, IBM Power VM, Oracle VM, and Salesforce Cloud Platform with supporting enterprise storage monitoring and management.

The Contractor's software must run under commonly used web browsers. At a minimum the software must support Internet Explorer v11 or higher, or Edge, Chrome v71 or higher, Firefox v62 or higher, and Safari v12 or higher for iOS operating systems.

Contractor must support the current and future State standard environment at no additional cost to the State.

1.7 Reserved.

1.8 Hosting

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours.

1.9 Products and Services

The Contractor also can provide the Contractor's inContact system in future planning. inContact is the Contractor's cloud-based, contact management platform.

1.10 SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Contractor.

1.12 Secure Web Application Standard

Contractor's solution must meet the State's Secure Application Development Standards as mandated by the State.

Secure Application Development Life Cycle (SADLC)

Contractor is required to meet the States Secure Application Development Life Cycle requirements that include:

Security Accreditation

Contractor is required to complete the State Security Accreditation process for the solution.

Application Scanning

Externally hosted solutions

Contractor is required to grant the right to the State to scan either the application code or a deployed version of the solution; or in lieu of the State performing a scan, Contractor will provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning tool. These scans must be completed and provided to the State on a regular basis or at least for each major release.

For COTS or vendor owned applications, Contractor, at its sole expense, must provide resources to complete the scanning and to complete the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

Types of scanning and remediation may include the following types of scans and activities

- Dynamic Scanning for vulnerabilities, analysis, remediation and validation
- Static Scanning for vulnerabilities, analysis, remediation and validation
- Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation and validation

Infrastructure Scanning

On-Premise solutions

The State may scan the application using its infrastructure scanning tools and remediate infrastructure vulnerabilities internally.

Externally hosted solutions

A Contractor providing Hosted Services must scan the infrastructure at least once every 30 days and provide the scan's assessment to the State in a format that can be uploaded by the State and used to track the remediation.

2. Services Levels

2.1. Time Frames

All Contract Activities must be available according to the requirements listed in Exhibit 1 of Schedule C. All Reporting activities must be delivered according to the timeframes described in each applicable Statement of Work herein.

3. Acceptance

3.1. Acceptance, Inspection and Testing

All Deliverables and Services require formal written approval by the MDHHS Project Manager.

See also **Section 3, Hosted Services Testing and Acceptance, of Schedule C.**

3.2. Final Acceptance

Michigan 2-1-1 will comply with Public Act 252 of 2014 Section 307(4) requiring an annual report as follows:

Michigan 2-1-1 shall report annually to the department and the house and senate standing committees with primary jurisdiction over matters relating to human services and telecommunications on 2-1-1 system performance, including but not limited to, call volume by community health and human service needs and unmet needs identified through caller data and customer satisfaction metrics.

This annual report must be completed by September 30th each calendar year.

4. Staffing

4.1. Contractor Representative

Hassan Hammoud, Executive Director, Michigan 2-1-1, will serve as the Contractor Representative. The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

4.2 Contract Administrator

The Contract Administrator 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:
Jillian Yeates 525 W. Allegan St. Lansing, MI 48933 yeatesj@michigan.gov 517-275-1131	Hassan Hammoud 330 Marshall Street, Suite 211 Lansing, MI 48912 Hassan.hammoud@mi211.org 517-664-9811

4.3 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:

Jonathan Breems – MDHHS MiBridges 333 S. Grand Ave. Lansing, MI 48933 Breemsj@michigan.gov 517-284-4047	Jennie Pollak 330 Marshall Street, Suite 211 Lansing, MI 48912 Jennie.Pollak@mi211.org 517-664-9809
Dawn Shanafelt – MDHHS Title V Maternal Child Health 109 W. Michigan Ave. Lansing, MI 48909 Shanafeltd@michigan.gov 517-335-4945	Jennie Pollak 330 Marshall Street, Suite 211 Lansing, MI 48912 Jennie.Pollak@mi211.org 517-664-9809
John Stauffer – DMVA 222 Washington Square North Lansing, MI 48933 Staufferj3@michigan.gov 517-284-5249	Jennie Pollak 330 Marshall Street, Suite 211 Lansing, MI 48912 Jennie.Pollak@mi211.org 517-664-9809
Christopher Jackson – MDHHS COVID-19 333 S. Grand Ave. Lansing, MI 48933 Jacksonc47@michigan.gov 517-284-4831	Jennie Pollak 330 Marshall Street, Suite 211 Lansing, MI 48912 Jennie.Pollak@mi211.org 517-664-9809

4.4 Call Centers

The three-digit number 2-1-1, is authorized by the Federal Communication Commission (FCC) to access health and human service information. Michigan 2-1-1 is identified in legislation as the 2-1-1 Coordinating Agency for the State of Michigan (MPSC Case Number U-14725 dated March 8, 2012). Seven Michigan 2-1-1 Call Centers now serve 100% of Michigan's population.

In order to become a 2-1-1 Call Center, each organization must obtain:

- **Michigan 2-1-1 Assurance of Eligibility** – Michigan 2-1-1 assures that proposed 2-1-1 service delivery is in alignment with the Michigan 2-1-1 Business Plan.
- **Community Collaborative Designation** to provide 2-1-1 services for the counties.
- **Michigan 2-1-1 Inc. Recommendation** is required by the Michigan Public Service Commission.
- **Michigan Public Service Commission (MPSC)** designation authorizes the center as a community answering point.

The endorsed/designated/recommended regional call center will then make application to the MPSC for designation as the 2-1-1 call center for the area specified. This application process includes the publication of legal notices, a public comment period, etc. When approved, the MPSC orders the telephone companies serving the specified area to enable dialing.

4.5. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

When providing technical support, the Call Center must resolve the caller's issue within 60 minutes. If the caller's issue cannot be resolved within 24 hours, on-site service must be

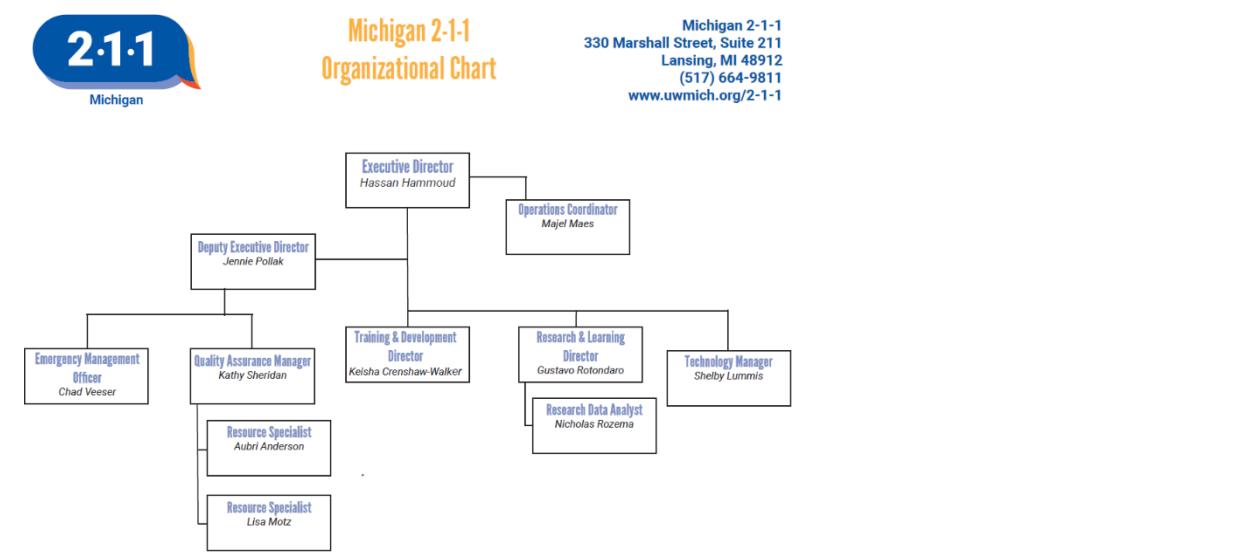
scheduled. The on-site service must be performed within 48 hours of the time the issue was scheduled for service.

4.6. Work Hours

The Contractor must provide Contract Activities 24 hours per day, 7 days per week, 365 days per year.

4.7. Organizational Chart

Contractor's Organizational Chart:



4.8. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- A. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- B. The relationship of the subcontractor to the Contractor.
- C. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- D. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

5. Project Management

5.1. Project Plan

The Contractor will carry out this project under the direction and control of the Policy and Planning Administration.

5.2. Meetings

The Contractor must attend the following meetings:

1. Quarterly Meetings with the Michigan 2-1-1's project manager for the purpose of reviewing progress and providing necessary guidance to the Michigan 2-1-1 in solving problems which arise.
2. There will be continuous liaison with the Michigan 2-1-1 team and the MDHHS Project Manager and the Michigan 2-1-1's Project Manager.
3. The State may request other meetings, as it deems appropriate.

5.3. Reporting

The Contractor must submit, to the appropriate Program Manager the following written reports:

1. MI Bridges/2-1-1 Interface(s) Maintenance and Operations
2. MI Bridges/2-1-1 Development Support
3. MI Bridges/2-1-1 Project Management and Participation in MI Bridges Processes
4. 2-1-1 Resource Database Technology
5. 2-1-1 Resource Database Management
 - a. Quarterly report including: number of new resources uploaded, number of resources updated, average time to update existing records, etc.
 - b. Quarterly updates on identifying resources from the gaps analysis including number of resources added by taxonomy.
6. 2-1-1 Resource Quality Assurance and Training
 - a. Quarterly update on quality assurance training activities
 - b. Annual independent report and mitigation plan.
7. An annual boilerplate update is required for all general fund resources.

6. Pricing

6.1. Price Term

Pricing is firm for the entire length of the Contract. See Schedule B – Pricing.

6.2. 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.

7. Ordering

7.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order issued directly by the Michigan Department of Health and Human Services and an executed Master Agreement.

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities including dates of service; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

8.2. Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT). Public Act 533 of 2004 requires that payments under this Contract be processed by EFT. Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments.

8.3. Procedure

Invoices must be submitted quarterly to MDHHS Bureau of Finance and Accounting at InvoiceMDHHS@michigan.gov. All invoices should reflect actual work completed by payment date and must be accepted by the MDHHS Project Manager prior to payment. Invoices must include accomplishments; indicate the deliverables or tasks begun and/or completed during the current reporting period.

9. 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.

STATE OF MICHIGAN

Master Agreement 200000001779
Michigan 2-1-1

SCHEDULE A, EXHIBIT 1 STATEMENT OF WORK MVA CONTRACT ACTIVITIES

BACKGROUND AND SCOPE

The Michigan Veterans Affairs Agency (MVA) is home to The Michigan Veterans Resource Service Center (MVRSC) which delivers information and referrals to assist veterans and family members in crisis. Many DD214 request calls received regard benefits, retirement, employment and membership opportunities. Over 85 percent of the non-DD214 request calls require emergency assistance. These calls are triaged as citizen calls first, utilizing all the resources available through state and local agencies and through the Michigan 2-1-1 database, secondly utilizing the MVA resource database. The integration allows call center agents to assist veterans across the State efficiently and effectively.

The MVRSC is staffed with MVA employees Monday – Friday from 8:00 a.m. – 5:00 p.m. ET.

REQUIREMENTS

The Contractor must provide an after-hours system that can answer and process the calls in a manner consistent with the MVRSC principles, philosophies, and Interactive Voice Response (IVR) system to maintain a continuity of care for veterans and their family members in the State of Michigan.

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the work as set forth below.

1. General Requirements

A. Call Handling

- 1) Contractor must answer and process calls during the following times:
 - a. Monday through Thursday 5:00 p.m. – 8:00 a.m. ET.
 - b. Fridays from 5:00 p.m. through Monday morning at 8:00 p.m. ET.
 - c. Daytime coverage 8:00 a.m. – 5:00 p.m. during the following holidays (in addition to the 5:00 p.m. – 8:00 a.m. schedule listed above):
 - i. New Year's Day
 - ii. Martin Luther King Day
 - iii. Presidents Day
 - iv. Memorial Day
 - v. Fourth of July
 - vi. Labor Day
 - vii. Thanksgiving
 - viii. Day after Thanksgiving
 - ix. Christmas Eve
 - x. Christmas Day

- xi. New Year's Eve
 - xii. General Election Day (November) of even numbered years
- d. In the event the MVAA local server or phones go down.
 - e. In the event of a building emergency due to fire, storm, act of God, or other unexpected emergency.
 - f. For c. and d. above, MVAA will notify the Contractor designee as soon as possible (typically by using a cell phone) to inform that an event is occurring and any pertinent details. The Contractor understands that notification may not always be made in advance for these types of emergency situations.
 - g. During planned MVAA Events and routine monthly staff meetings, phone coverage is not to exceed 246 hours per year. MVAA is required to notify the Contractor at least 24 hours in advance of a scheduled event. In the event of unforeseen additional coverage needs, MVAA will notify Michigan 2-1-1 as soon as possible. If the Contractor is not notified 24 hours in advance for staff meetings and other events, the Contractor holds the right to decline call coverage if staffing is not at capacity to do so.
- 2) Call Volume
 - On average 150 calls are expected to be handled monthly. The Contractor will monitor for excessive monthly call volume to determine if fees need to be adjusted.
 - 3) Data Capture
 - Caller information and case notes are required to be recorded in the Customer Relationship Management toll (CRM) provided by MVAA/MVRSC, according to policies to policies and procedures outlined by the MVRSC Training Manual.
 - 4) The Contractor must use the MVRSC shared interactive Voice Response (IVR) platform known as NICE – InContact with the Michigan 2-1-1 system that allows for the following:
 - a. The same customer experience in terms of initial greeting and prompts.
 - b. Integration in the Customer Relationship Management (CRM) program known as Salesforce which allows the case to be passed to MVRSC, intact, with all customer information and case notes.
 - c. Collection of call data, including phone number, agent name, time and length of call.
 - d. Recording and storage of each call designated specific to Veterans services for billing purposes.

B. Telephony

The NICE/inContact Automated Call Distribution Unit (ACD), allows callers to wait in a queue and be assigned to the first available agent. The ACD will provide call metric data (number of abandoned calls, hold time, talk time, etc.).

Contractor will provide assistance up to an average of 150 callers a month. The Contractor will monitor excessive monthly call volume to determine if adjustments need to be made.

C. Database

Contractor shall enter all caller information and case notes into the MVRSC's CRM system, according to established policies and procedures.

Contractor must participate in Statewide IVR platform that is compatible with and shared with the MVRSC current IVR configurations to ensure continuity of service and customer experience.

D. Crisis Services

Contractor must provide documented process on how call agents are trained to provide assistance and support to crisis callers aligned with **Section E. Quality Assurance**.

E. Quality Assurance

- 1) Contractor will monitor calls for coaching purposes. The call monitoring process is used to reinforce standards and quality assurance monitoring must follow MVRSC standards. The Contractor's calls will be made available to the MVRSC Quality Assurance Lead worker upon request. MVRSC will monitor the quality of the case notes and any referrals made during the call and may review a recorded call. This will be done on as needed but no less than monthly.
- 2) MVAA will follow up with caller for quality assurance and to assure that callers who are struggling to access services are able to connect to services.
- 3) Contractor will assure all case forms are properly completed with all required information according to MVAA requirements and training provided. MVRSC will monitor the quality of case notes, in addition to any referrals made during the call and may review a recorded call. This will be done on as needed but not less than monthly.
- 4) MVAA will determine measures of satisfaction through surveys sent to callers via email or other delivery means.
- 5) In the event the Contractor requires after hours CRM system technical support; the Contractor must call MVAA Program Manager and leave a message and a direct contact telephone number for call back.
- 6) In the event the Contractor is handling a Veteran call in an imminent danger situation, threatening any acts of violence, hostile situations, indications of causing harm to themselves or others, the Contractor must enact their standard crisis protocols, including but not limited to the VA Veterans Crisis Line at 1-800-273-8255. Once the appropriate referrals are complete, the Contractor must document the case in the MVRSC CRM for follow up.
- 7) In the event the Contractor is handling a call from a homeless or stranded Veteran, or a family without any resources such as food, gas, water, or where the veteran's family has requested Military Funeral Honors and a release of the discharge needs to be expedited, the Contractor must log the call in the MVRSC CRM for follow up; along with contacting the designated MVAA representative by phone and leave a message with a direct contact telephone number for call back.

F. Training

MVAA provided Training:

- 1) MVAA will provide two training meetings per year with all staff that handle MVRSC after hours calls. The Contractor will be responsible for training new staff hired until that new staff attends a bi-annual training session.
- 2) MCRSC Management will provide quarterly updates and training to Contractor designee and call agent staff.
- 3) MVAA will make available an electronic version of the MVRSC Training Manual, and related policies and procedures.

Contractor must provide the following training:

- 1) MVRSC Policies and Procedures Training
- 2) MVRSC CRM Data Entry Training
- 3) Ongoing training and development to contracted call agents in AIRS (Alliance of Information and Referral Services) and crisis standards.
- 4) MVRSC CRM Salesforce system for new agents

The Contractor must:

- 1) Follow standards established for the Contractor's call handling methods.
- 2) Notify MVRSC of all staff handling calls through this Contract and verify their training.
- 3) Provide their Standard Operating Procedures, documentation and training materials to MVAA upon request.
- 4) Provide verification of training hours to the MVAA complete with the training agenda upon successful completion of training.
- 5) Provide fully trained staff to monitor call handling, who coach and train the communication skills needed to conduct information referral calls including active listening, probing questions, and problem solving.
- 6) Use a call flow document to train staff on proper call etiquette specific to the relationship with MVRSC including specialized greetings, the call process, required data collection, and proper closing.
- 7) Monitor staff on a regular basis for coaching purposes, reinforce standards, and identify additional training needs.

G. Meetings

Contractor must attend the monthly Skype meeting between MVRSC management and key personnel.

The State may request other meetings, as it deems appropriate.

H. Reporting

- 1) Contractor must submit the following reports monthly to the MVRSC Manager:
 - a. Written billing report from the NICE/InContact platform
 - b. Names of call agents and number of calls logged in MVRSC CRM Salesforce system
- 2) Contractor must submit the following reports quarterly to the MVRSC Manager:
 - a. Based on the inContact, provide call metric data for calls handled by Contractor including number of abandoned calls, hold time on hold, talk time, etc.

- b. Written report detailing trainings provided and list of participants who attended.

STATE OF MICHIGAN

Master Agreement 200000001779
Michigan 2-1-1

SCHEDULE A, EXHIBIT 2 STATEMENT OF WORK

Maternal and Child Health (MCH) Hotline/Referral Management

BACKGROUND AND SCOPE

The Contractor will serve as a Title V Maternal and Child Health (MCH) hotline for Michigan residents by assisting callers who have MCH-related questions by increasing access to and utilization of MCH services and resources. On average, it is anticipated that the Contract may field up to 44 calls per day (or 16,000 calls per year) and make referrals to MCH programs or services across the State.

REQUIREMENTS

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the work as set forth below.

The Contractor must coordinate and perform all activities under the direction and approval of the MDHHS Program Manager.

1. General Requirements

A. Call Handling

- 1) Train all 2-1-1 centers on call routing expectations, taxonomy and reporting requirements.
- 2) Refer callers to relevant MCH services, including local WIC offices.
- 3) Maintain accurate reporting of call volume.
- 4) Follow-up with 3% of callers to ensure they were offered a quality experience with 2-1-1 and were able to successfully act on referral to MCH services.

B. Reports

The Contractor must provide reporting and analytics as required for Title V Grant for the total number of MCH related calls as follows:

- 1) Provide an annual aggregated report to MDHHS identifying:
 - a. The number of callers seeking MCH services, including WIC services.
 - b. The number and type of referrals provided for MCH services (i.e. referred needs), including WIC services.
- 2) Provide an annual aggregated report to MDHHS identifying:
 - a. The total number of MCH referrals through 2-1-1.
 - b. The total number of MCH-related calls received by 2-1-1 based on the identified taxonomy (Problem Need) codes identified in previous reporting years (approximately 50 taxonomy codes in total), which includes but is not limited to the following:
 - i. WIC

- ii. Children's Special Health Care Services
- iii. Local Health Departments
- iv. Family Planning/Pregnancy Prevention
- v. Childhood Lead Poisoning Prevention
- vi. Oral Health/Dental Program
- vii. Prenatal Care
- viii. Other problem needs codes as identified by 2-1-1 and the Title V MCH program.

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SCHEDULE A, EXHIBIT 3 STATEMENT OF WORK MDHHS COVID-19 Response Projects

BACKGROUND

Due to the current Statewide impact of the COVID-19 pandemic within the State of Michigan, the Department of Health and Human Services seeks the assistance of Michigan 2-1-1 to provide assistance and support for various projects associated with COVID-19. This Statement of Work will address three separate projects that will provide support to the State in the following areas:

- PART I – COVID-19 RESPONSE HOTLINE ASSISTANCE
- PART II – COVID-19 TEST SITE SCHEDULING SUPPORT
- PART III – COVID-19 BENEFITS NAVIGATOR

These projects will be conducted as separate and simultaneous projects related to COVID-19 and at the direction and control of the MDHHS Program Manager. Each part will be regularly evaluated based on need and funding due to the COVID-19 response. Once finalized, each SOW for the Parts described above will be added to this Contract via a Contract Change Notice. If at any time additional projects related to COVID-19 will be needed, the project will be included into this Statement of Work as an additional Part through an amendment, Contract Change Notice.

PART I – COVID-19 RESPONSE HOTLINE ASSISTANCE

PART II – COVID-19 TEST SITE SCHEDULING SUPPORT

PART III – COVID-19 BENEFITS NAVIGATOR

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SCHEDULE B PRICING

FY 2021 MICHIGAN 2-1-1 BUDGET SUMMARY			
LINE ITEM	TOTAL PROGRAM BUDGET	FEDERAL FUNDS	STATE/LOCAL FUNDS
DIRECT EXPENSES			
SALARY & FRINGE BENEFITS	\$ 805,511.74	\$ 402,755.87	\$ 402,755.87
OCCUPANCY	\$ 32,769.36	\$ 16,384.68	\$ 16,384.68
COMMUNICATION	\$ 9,270.00	\$ 4,635.00	\$ 4,635.00
SUPPLIES	\$ 5,960.00	\$ 2,980.00	\$ 2,980.00
TRAVEL	\$ 15,500.00	\$ 7,750.00	\$ 7,750.00
CONTRACTED SERVICES	\$ 1,867,871.82	\$ 933,935.91	\$ 933,935.91
MISCELLANEOUS	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
TOTAL DIRECT EXPENSES:	\$ 2,740,882.92	\$ 1,370,441.46	\$ 1,370,441.46
INDIRECT EXPENSES			
10% INDIRECT	\$ 121,065.11	\$ 60,532.55	\$ 60,532.55
TOTAL DIRECT + INDIRECT:	\$ 2,861,948.03	\$ 1,430,974.01	\$ 1,430,974.01

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SCHEDULE B, EXHIBIT 1 MVAA PRICING

MVAA After Hours Budget Summary FY 20-21

Program Activity	Monthly	Contract Period 10/1/2020-9/30/2021
Call Handling (for GRYP)	\$1,000.00	\$12,000.00
Administrative (for MICH)	\$300.00	\$3,600.00
Total	\$1,300.00	\$15,600.00

Projected inContact costs will be invoiced actuals

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SCHEDULE B, EXHIBIT 2 Maternal and Child Health (MCH) Hotline/Referral Management Pricing

MI 211 MCH Hotline Budget

<u>Program Activity</u>	<u>Call Volume</u>	<u>Avg. Length in Minutes</u>	<u>Total Minutes</u>
Referral calls	16,000	2	32,000
Follow-up calls	480	3	1,440
Total:	16,480		33,440

Total Staffing	\$30,408
Contact Agent	\$25,761
Supervision	\$3,542
Resource Manager	-
Data/Reporting	\$1,105
Total Other	
Occupancy	\$555.00
Training & Travel	\$3,500
Telephony/Licensing	\$1,254.00
Michigan 2-1-1 Indirect	\$3,628
Total	\$39,910

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SCHEDULE B, EXHIBIT 3 MDHHS COVID-19 Response Projects

Pricing for the COVID-19 Response Projects will be included in this Contract upon the addition of each applicable SOW via a Contract Change Notice.

PART I – COVID-19 RESPONSE HOTLINE ASSISTANCE

PART II – COVID-19 TEST SITE SCHEDULING SUPPORT

PART III – COVID-19 BENEFITS NAVIGATOR

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SCHEDULE C CONTRACTOR HOSTED SOFTWARE AND SERVICES

1. Definitions. In addition to the definitions found in the Contract Terms, for the purposes of this Contract, the following terms have the following meanings:

“Authorized Users” means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

“Harmful Code” means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise prevent, restrict or impede the State's or any Authorized User's use of such software.

“Hosted Services” means the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract.

“Integration Testing” has the meaning set forth in **Section Error! Reference source not found..**

“Open-Source Components” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“Open-Source License” has the meaning set forth in **Section Error! Reference source not found..**

“Operating Environment” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in the Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software and system architecture and configuration.

“Service Error” means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

“Specifications” means the specifications for the Software set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

“State Materials” means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“Support Services” means the Software maintenance and support services Contractor is required to or otherwise does provide to the State pursuant to this **Schedule C** and **Exhibit 1** to this **Schedule C**.

“Technical Specification” means, with respect to any Software, the document setting forth the technical specifications for such Software and included in the Statement of Work.

“User Data” means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input.

“Warranty Period” means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software.

2. Hosted Software License Grant and Source Code Escrow

2.1 Contractor License Grant. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

(b) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Hosted Services;

(c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Hosted Services under this Contract; and

(d) access and use the Hosted Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Hosted Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section Error! Reference source not found..**

2.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Hosted Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.

2.3 Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Hosted Services or Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Hosted Services or Software, including any excess use.

2.4 Open-Source Licenses. For Contractor Hosted Software only (and not for the provision of Sof0tware-as-a-Service), any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license ("Open-Source License"). Contractor shall identify and describe in an exhibit to the Statement of Work each of the Approved Open-Source Components of the Software, and include an exhibit attaching all applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available.

2.5 Source Code Escrow. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release. Contractor hereby grants the State a license to use, reproduce, and create derivative works from the deposit material, provided the State may not distribute or sublicense the deposit material or make any use of it whatsoever except for such internal use as is necessary to maintain and support the Software. Copies of the deposit material created or transferred pursuant to this Contract are licensed, not sold, and the State receives no title to or ownership of any copy or of the deposit material itself. The deposit material constitutes Confidential Information of Contractor pursuant to **Section 38.a** of this Contract (provided no provision of

Section 38.e calling for return of Confidential Information before termination of this Contract will apply to the deposit material).

3. Hosted Services Testing and Acceptance.

3.1 Hosted Service Preparation. Promptly upon the parties' execution of a Statement of Work, Contractor will take all steps necessary to make the Hosted Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work.

3.2 Testing and Acceptance.

(a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Contract and the Specifications.

(b) Upon completion of the State's testing, the State will notify Contractor of its acceptance ("Accept" or "Acceptance") or, if it has identified any noncompliance with the Specifications, rejection ("Reject" or "Rejection") of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.

(c) If any corrective measures are required under **Section 3.2(b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 3.2(a)** and **Section 3.2(b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

- (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 3.2(b)** at no additional cost or charge to the State; or
- (ii) terminate any and all of the relevant Statement of Work, this Contract and any other Statements of Work hereunder.

(d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 3.2(c)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the

State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

4. Support Services.

4.1 Maintenance and Support Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Support Services**") in accordance with the provisions set forth in this **Schedule C** and in the Service Level Agreement, attached as **Exhibit 1** to this **Schedule C** (the "**Support Services and Service Level Agreement**").

4.2 Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Software Support Services**") in accordance with the provisions of this **Schedule C**, including **Exhibit 1** to this **Schedule C**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services. Contractor will continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement as defined in **Exhibit 1** to this **Schedule C**. Such maintenance services include providing to the State and its Authorized Users:

- (a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and
- (b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this **Schedule C**.

4.3 Support Service Responsibilities. Contractor will:

- (a) correct all Service Errors in accordance with the Support Service Level Requirements as defined in **Exhibit 1** to this **Schedule C**, including by providing defect repair, programming corrections and remedial programming;
- (b) provide unlimited telephone support between the hours of 7 am and 7 pm, EST;
- (c) provide unlimited online support 24 hours a day, seven days a week;
- (d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (e) respond to and Resolve Support Requests as specified in **Exhibit 1** to this **Schedule C**.

5. Software and Service Warranties.

5.1 Contractor represents and warrants to the State that:

(a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services, including Hosted Services, will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security or personal information; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable law that would preclude Contractor's performance of its material obligations hereunder;

(c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened action, and it has not received any written, oral or other notice of any action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services, Hosted Services, or Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services, including Hosted Services, or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Software, Services (including Hosted Services) will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in Exhibit 1 to this **Schedule C**;

(f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully

describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

(g) the Contractor Systems and Services (including Hosted Services) are and will remain free of Harmful Code;

(h) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;

(i) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;

(j) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and

(k) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

5.2 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

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SCHEDULE C, EXHIBIT 1 SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT FOR HOSTED SERVICES

- 1. Definitions.** For purposes of this **Exhibit 1** to **Schedule C**, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract or its associated respective Schedules.

“**Actual Uptime**” means the total minutes in the Service Period that the Hosted Services are Available.

“**Availability**” has the meaning set forth in **Section 3(a)**.

“**Availability Requirement**” has the meaning set forth in **Section 3(a)**.

“**Available**” has the meaning set forth in **Section 3(a)**.

“**Contractor Service Manager**” has the meaning set forth in **Section 2.1**.

“**Corrective Action Plan**” has the meaning set forth in **Section 4.3**.

“**Critical Service Error**” has the meaning set forth in **Section 4**.

“**Exceptions**” has the meaning set forth in **Section 3.2**.

“**Force Majeure Event**” has the meaning set forth in **Section 5.1**.

“**High Service Error**” has the meaning set forth in **Section 4**.

“**Hosted Services**” has the meaning set forth in **Schedule C**.

“**Low Service Error**” has the meaning set forth in **Section 4**.

“**Medium Service Error**” has the meaning set forth in **Section 4**.

“**Resolve**” has the meaning set forth in **Section 4.1(a)**.

“**Scheduled Downtime**” has the meaning set forth in **Section 3.3**.

“**Scheduled Uptime**” means the total minutes in the Service Period.

“**Service Availability Credits**” has the meaning set forth in **Section 3.6(a)**.

“**Service Level Credits**” has the meaning set forth in **Section 4.2**.

“**Service Level Failure**” means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

“**Service Period**” has the meaning set forth in **Section 3(a)**.

“**Software**” has the meaning set forth in the Contract.

“**Software Support Services**” has the meaning set forth in **Section 4.1**.

“**State Service Manager**” has the meaning set forth in **Section 2.2**.

“**State Systems**” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

“**Support Request**” has the meaning set forth in **Section 4**.

“**Support Service Level Requirements**” has the meaning set forth in **Section 4**.

“**Term**” has the meaning set forth in the Contract.

2. Personnel

2.1 Contractor Personnel for the Hosted Services. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the “**Contractor Service Manager**”). The **Contractor Service Manager** will be considered Key Personnel under the Contract.

2.2 State Service Manager for the Hosted Services. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the “**State Service Manager**”).

3. Service Availability and Service Availability Credits.

(a) **Availability Requirement**. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a “**Service Period**”), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: (Actual Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) x 100 = Availability.

3.2 **Exceptions**. No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) failures of the State’s or its Authorized Users’ internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 3.3**.

3.3 **Scheduled Downtime**. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part (“**Scheduled Downtime**”). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.

3.4 **Software Response Time**. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

3.5 **Service Availability Reports**. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description

in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

3.6 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted Services provided during the Service Period (“**Service Availability Credits**”):

Availability	Credit of Fees
≥99.98%	None
<99.98% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 3.6** will be applied in accordance with payment terms of the Contract.

(c) If the actual Availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

3.7 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

(c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):

(i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

- (ii) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
- (iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

4. Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 4 (“Support Service Level Requirements”)**, and the Contract.

4.1 **Support Requests**. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a “**Support Request**”). The State Service Manager will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	<ul style="list-style-type: none"> • Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or • Widespread access interruptions.
High Service Error	<ul style="list-style-type: none"> • Primary component failure that materially impairs its

	<ul style="list-style-type: none"> • performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none"> • Hosted Service is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error	<ul style="list-style-type: none"> • Request for assistance, information, or services that are routine in nature.

(a) Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. “Resolve” (including “Resolved”, “Resolution” and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the

			corresponding Service Error is not responded to within the required response time.	corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

(b) Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Service Manager and Contractor's management or engineering personnel, as appropriate.

4.2 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 4.1(a) ("Service Level Credits")** in accordance with payment terms set forth in the Contract.

4.3 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

5. Force Majeure.

5.1 Force Majeure Events. Subject to **Section 5.3**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

5.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

5.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:

- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
 - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

STATE OF MICHIGAN

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SCHEDULE D DATA SECURITY REQUIREMENTS

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract.

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

“**Contractor Systems**” has the meaning set forth in **Section 5** of this Schedule.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means the Federal Information Security Modernization Act of 2014 (44 U.S.C. § 3551 et seq.).

“**Hosted Services**” means the hosting, management and operation of the computing hardware, ancillary equipment, Software, firmware, data, other services (including support services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

“**NIST**” means the National Institute of Standards and Technology.

“**PSP**” means the State’s IT Policies, Standards and Procedures

“**PCI**” means the Payment Card Industry.

“**SSAE**” means Statement on Standards for Attestation Engagements.

2. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”). The Contractor Security Officer will be considered Key Personnel under the Contract.

3. Protection of the State's Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

- 3.1. the Software and State data must be hosted in a government cloud solution, and Contractor must maintain an annual SSAE 18 SOC 2 Type 2 audit for the Hosted Services throughout the Term maintain FedRAMP certification for the Hosted Services throughout the Term, and in the event the contractor is unable to maintain FedRAMP certification, the State may move the Software and State data to an alternative provider, at contractor's sole cost and expense;
- 3.2. ensure that the Software and State Data is securely hosted, supported, administered, and accessed in a data center and backup data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;
- 3.3. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) MOD Controls using minimum control values as established in the applicable PSP, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) HIGH Controls using minimum control values as established in the applicable PSP;
- 3.4. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;
- 3.5. take all reasonable measures to:
 - (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
 - (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;
- 3.6. ensure that State Data is encrypted in transit and at rest using AES 256bit or higher encryption;

- 3.7. ensure that State Data is encrypted in transit and at rest using currently certified encryption modules in accordance with FIPS PUB 140-2 (as amended). *Security Requirements for Cryptographic Modules*;
- 3.8. ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;
- 3.9. ensure the Hosted Services have multi-factor authentication for privileged/administrative access; and
- 3.10. assist the State, at no additional cost, with development and completion of a system security plan using the State's automated governance, risk and compliance (GRC) platform.

4. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this **Section 4**. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

5. Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("Contractor Systems") and shall prevent unauthorized access to State systems through the Contractor Systems.

6. Security Audits. During the Term, Contractor will:

- 6.1. maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule;
- 6.2. upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests,

of any and all Contractor Systems and their housing facilities and operating environments; and

6.3. if requested by the State, provide a copy of Contractor's SSAE 18 SOC 2 Type 2 audit report to the State within thirty (30) days of the contract effective date and annually after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.

6.4. if requested by the State, provide a copy of Contractor's FedRAMP System Security Plan. The System Security Plan will be recognized as Contractor's Confidential Information.

7. Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

8. PCI Compliance.

8.1. Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the PCI Data Security Standard. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

8.2. The Contractor must notify the State's Contract Administrator (within 48 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

8.3. The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review.

8.4. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

8.5. The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

8.6. The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

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SCHEDULE D, EXHIBIT 1 **Redacted for Security Purposes**

STATE OF MICHIGAN

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SCHEDULE E FEDERAL PROVISIONS ADDENDUM

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. **Federally Assisted Construction Contracts.** If this contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965,

so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
 - c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
 - d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.
3. **Copeland "Anti-Kickback" Act.** If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- 4. Contract Work Hours and Safety Standards Act.** If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.
- 5. Rights to Inventions Made Under a Contract or Agreement.** If the Contract is funded by a federal “funding agreement” as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 6. Clean Air Act.** If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.
- 7. Debarment and Suspension.** A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 8. Byrd Anti-Lobbying Amendment.** If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).
- 9. Procurement of Recovered Materials.** Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the “Byrd Anti-Lobbying Amendment.” Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal, hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

[Type name and title]

[Type company name]

Date: _____