

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 10, 2008

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B6200058
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Genesis Systems Inc. 14 East Third Street Lewistown, PA 17044 afisher@genesisinfo.com	TELEPHONE: Andrea Fisher (717) 909-8509
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz, Buyer
Contract Compliance Inspector: Sara Williams Live Birth Reporting System	
CONTRACT PERIOD: From: November 1, 2005 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is INCREASED by \$ 21,472.00 for prompt fixes that are described in the attachment, and EXTENDED 1 year. All other terms, conditions, specifications and pricing remain unchanged.

Overview of Contract Increase

Previous Contract Value:	\$ 1,599,721.00
CN 2 Increase:	\$ 21,472.00

Overview of Optional Extension Exercised

<input checked="" type="checkbox"/>	Option CN2	(11/1/08 – 10/31/09)
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Overview of Previously Exercised Optional Extension(s)

None

Overview of Remaining Optional Extension(s)

	Option	(11/1/09 – 10/31/10)
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AUTHORITY/REASON (S):

Per MDIT request, and Vendor agreement.
 This change request was approved by the Administrative Board on 3/4/2008.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 1,621,193.00



Your Software Development Partners

August 28, 2008

State of Michigan
Attn: Sara Williams

Ms. Williams:

This letter is to inform you that Genesis Systems, Inc. (Genesis) is in agreement with the State's desire to extend Contract 071B8200096. Genesis agrees to the contract extension for the period November 1, 2008 through October 31, 2009, under the same terms and conditions as the original contract.

Thank you,

Richard J. Huber
Treasurer and CEO
Genesis Systems, Inc.

Regional Offices:

14 E. Third St. • P.O. Box 546 • Lewistown, PA 17044
3601 N. Progress Ave. • Suite 200 • Harrisburg, PA 17110
Phone: (717) 909-8500 • Fax: (717) 909-8550
E-mail: genesis@genesisinfo.com • Website: www.genesisinfo.com

	Genesis Systems, Inc.	Document ID: MI-01-5988-EST-1.0-05202008	Version: 1.0
	Title: EHD1 Release	Documented By: Oleg Kozhevnik	June 17, 2008 1 of 2

ESTIMATE REQUEST FORM

Project: MI WebEBC			Contract Routing #:
Project Log Case # 5988	Sales Log Case #	Date Change Requested: 05-20-2008	Requested By: Kay Bertrauf Michelle Garcia

Estimate Details to include the Following: Description of Change Requested

Currently both initial and re-screening EHD1 process needs to be complete before record can be released to the RA or state acceptance.

Requested changes:
 Registration process will only require completing initial EHD1 and re-screening will be optional. Note user would still need to tab through the EHD1 field to resolve it in order to release a record.
 Need to create another security process 'EHD1 Re-screening'. This process will be accessed of the registration search menu 'Search EHD1 Re-screening'. This process will allow user to search for the records that already been released from a facility and allow user to enter and save re-screen information if it was not filled in before, i.e. After searching the record will come up in the registration screen and all the fields will be locked except for re-screening information if it is not on the record the user can add and save this information. When this happens the information will be saved in both facility and state areas and also will trigger BRS extract to be send for that record.
 In addition we would need to add 'NICU pending' choice to the reason list, and remove reason combo box from re-screening screen.

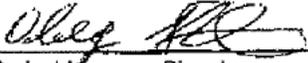
Impact on Project:

Estimate Requested Includes all additional items checked below:

- | | | |
|---|--|---|
| <input type="checkbox"/> On Site Design Session | <input checked="" type="checkbox"/> Acceptance Testing | <input checked="" type="checkbox"/> Remote Implementation |
| <input checked="" type="checkbox"/> Remote Design Session | <input type="checkbox"/> Pilot (Beta) Test | <input type="checkbox"/> Phone Support for Distribution |
| <input type="checkbox"/> Revise Functional Specification | <input type="checkbox"/> Revise Online Help | <input checked="" type="checkbox"/> Coding of Enhancement |
| <input type="checkbox"/> Revise Data Dictionary | <input type="checkbox"/> Revise User Manual | <input checked="" type="checkbox"/> Technical Design |
| <input type="checkbox"/> Revise Technical Documents | <input type="checkbox"/> Revise Training Materials | <input checked="" type="checkbox"/> Code Review |
| <input checked="" type="checkbox"/> Unit Testing | <input type="checkbox"/> On-site Training | <input checked="" type="checkbox"/> Applying Scripts |
| <input checked="" type="checkbox"/> Integration Testing | <input checked="" type="checkbox"/> Remote Training | <input checked="" type="checkbox"/> Develop Scripts |
| <input checked="" type="checkbox"/> Regression Testing | <input type="checkbox"/> On-site Implementation | |

Price Determination

Estimated Price Range	Discount	Price Range After Discount	Issue Date	Expire Date
Low \$19,423	5 %	Low \$18,498	6/17/08	8/15/08
High \$22,546		High \$21,472		

 06/17/08
 Project Manager Signature Date

State Acceptance of Estimate

The Michigan Department of Community Health hereby accepts the Estimate designated above and gives approval to Genesis to provide a formal Change Order.

 State Designee Signature Date

Additional Notes: Any existing Support Agreement will be increased by 12% of the finalized cost of the subject of this Estimate. Such increase shall be made on the first renewal of the Support Agreement after completion of the subject of this Estimate, and shall apply every year thereafter.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 20, 2008

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B6200058
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Genesis Systems Inc. 14 East Third Street Lewistown, PA 17044 afisher@genesisinfo.com	TELEPHONE: Andrea Fisher (717) 909-8509
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz, Buyer
Contract Compliance Inspector: Sara Williams Live Birth Reporting System	
CONTRACT PERIOD: From: November 1, 2005 To: October 31, 2008	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is INCREASED by \$160,779.00 for prompt fixes that are described in the attachments. All other terms, conditions, specifications and pricing remain unchanged.

Overview of Contract Increase

Previous Contract Value:	\$1,438,942.00
CN 1 Increase:	\$160,779.00

Please note: The State Contract Compliance Inspector has been changed to Sara Williams.

Name: Sara Williams
Telephone: (517) 636-0499
E-mail: williamss11@michigan.gov

AUTHORITY/REASON (S):

Per MDIT request, and Vendor agreement.
 This change request was approved by the Administrative Board on 3/4/2008.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,599,721.00

E-Mail from Contractor extending the expiration dates on the quotations.

From: Ernie Woolever [<mailto:EWoolever@genesisinfo.com>]
Sent: Wednesday, March 12, 2008 11:02 AM
To: Williams, Sara E (DIT)
Subject: RE: FW: Genesis Change Notice

Sara,

Please accept this e-mail as written proof of our agreement to extend the expiration dates on all of the attached quotes until 3/31/2008. I hope this meets your needs, and we look forward to having the opportunity to be of service to the State of Michigan.

I you need anything else, please feel free to contact me.

Ernie

Ernest Woolever
Senior Counsel
Genesis Systems, Inc.
Phone: 717-909-8500
Fax: 717-909-8550

Email: EWoolever@genesisinfo.com

ESTIMATE REQUEST FORM

Project: MI WebEBC			Contract Routing #:
Project Log Case #	Sales Log Case #	Date Change Requested:	Requested By:
4572		4-17-2007	Kay Bertrau

Estimate Details to Include the Following: Description of Change Requested

1. Modify application to alert users when records rejected records are pending in the "Rejected Record Queue."
 When a user logs onto Registration from a location that has Birth records pending in the Rejected Record Queue, message user with the following:

There are currently (number of records) Birth records pending in the Unresolved Work Queue that have been rejected from the State. To populate the work queue with the rejected records, please select **Birth: Rejected by Acceptance Process** from the filter in the upper left hand corner of the Registration screen.

When a user logs onto Registration from a location that has Stillbirth records pending in the Rejected Record Queue, message user with the following:

There are currently (number of records) Stillbirth records pending in the Unresolved Work Queue that have been rejected from the State. To populate the work queue with the rejected records, please select **Stillbirth: Rejected by Acceptance Process** from the filter in the upper left hand corner of the Registration screen.

2. Modify application to show rejection message when a record is retrieved from the Unresolved Work Queue.
 Currently the user must select the Record Status frame at the bottom of the Registration screen to view the comment. In addition to this functionality, the system should also display the message once the record has been retrieved to the screen.

Impact on Project:

Estimate Requested includes all additional items checked below:

- | | | |
|---|--|---|
| <input type="checkbox"/> On Site Design Session | <input checked="" type="checkbox"/> Acceptance Testing | <input checked="" type="checkbox"/> Remote Implementation |
| <input checked="" type="checkbox"/> Remote Design Session | <input type="checkbox"/> Pilot (Beta) Test | <input type="checkbox"/> Phone Support for Distribution |
| <input type="checkbox"/> Revise Functional Specification | <input type="checkbox"/> Revise Online Help | <input checked="" type="checkbox"/> Coding of Enhancement |
| <input type="checkbox"/> Revise Data Dictionary | <input type="checkbox"/> Revise User Manual | <input type="checkbox"/> Technical Design |
| <input type="checkbox"/> Revise Technical Documents | <input type="checkbox"/> Revise Training Materials | <input checked="" type="checkbox"/> Code Review |
| <input checked="" type="checkbox"/> Unit Testing | <input type="checkbox"/> On-site Training | <input type="checkbox"/> Applying Scripts |
| <input checked="" type="checkbox"/> Integration Testing | <input type="checkbox"/> Remote Training | <input type="checkbox"/> Develop Scripts |
| <input checked="" type="checkbox"/> Regression Testing | <input type="checkbox"/> On-site Implementation | |

Price Determination

Estimated Price Range	Discount	Price Range After Discount	Issue Date	Expire Date
Low \$4,743	5 %	Low \$4,517	11/9/07	1/7/08
High \$6,615		High \$6,300		


11/12/07
 Project Manager Signature Date

	Genesis Systems, Inc.	Document ID: MI-01-4619-EST-1.0-070830	Version: 2.0
	Title: Demographic Review - Undo	Documented By: Tara Quigley	November 9, 2007

ESTIMATE REQUEST FORM

Project: MI WebEBC			Contract Routing #:
Project Log Case # 4619	Sales Log Case #	Date Change Requested: 4-26-2007	Requested By: MDCH

Estimate Details to include the Following: Description of Change Requested

Modify the application to allow undo in the Demographic Review Queue.

Currently in the application, when a user modifies a record in the Demographic Review Queue, there is no way to revert back to the original values if the user makes a mistake when coding the record without canceling the process and accessing it again. When a user is working in a record and makes a mistake in coding, provide an Undo option by menu item and icon, to revert back to the original values on the record. The undo functionality will only work prior to the save. Once the record is saved the new values will be retained on the record.

Impact on Project:

Estimate Requested Includes all additional items checked below:

<input type="checkbox"/> On Site Design Session	<input checked="" type="checkbox"/> Acceptance Testing	<input checked="" type="checkbox"/> Remote Implementation
<input checked="" type="checkbox"/> Remote Design Session	<input type="checkbox"/> Pilot (Beta) Test	<input type="checkbox"/> Phone Support for Distribution
<input checked="" type="checkbox"/> Revise Functional Specification	<input type="checkbox"/> Revise Online Help	<input checked="" type="checkbox"/> Coding of Enhancement
<input type="checkbox"/> Revise Data Dictionary	<input type="checkbox"/> Revise User Manual	<input checked="" type="checkbox"/> Technical Design
<input type="checkbox"/> Revise Technical Documents	<input type="checkbox"/> Revise Training Materials	<input checked="" type="checkbox"/> Code Review
<input checked="" type="checkbox"/> Unit Testing	<input type="checkbox"/> On-site Training	<input checked="" type="checkbox"/> Applying Scripts
<input checked="" type="checkbox"/> Integration Testing	<input checked="" type="checkbox"/> Remote Training	<input checked="" type="checkbox"/> Develop Scripts
<input checked="" type="checkbox"/> Regression Testing	<input type="checkbox"/> On-site Implementation	

Price Determination				
Estimated Price Range	Discount	Price Range After Discount	Issue Date	Expire Date
Low \$5,992	5 %	Low \$5,707	11/9/07	1/7/08
High \$8,491		High \$8,087		

 _____ 11/12/2007
Project Manager Signature **Date**

State Acceptance of Estimate

The Michigan Department of Community Health hereby accepts the Estimate designated above and gives approval to Genesis to provide a formal Change Order.

State Designee Signature **Date**

Additional Notes: Any existing Support Agreement will be increased by 12% of the finalized cost of the subject of this Estimate. Such increase shall be made on the first renewal of the Support Agreement after completion of the subject of this Estimate, and shall apply every year thereafter.

	Genesis Systems, Inc.	Document ID: MI-01-4620-EST-1.0-070907	Version: 1.0
Title: MI Estimate Delete Birth Defects Record		Documented By: Tara Quigley Approved By:	Sept. 7, 2007 1 of 3

ESTIMATE REQUEST FORM

Project: MI WebEBC			Contract Routing #:
Project Log Case #	Sales Log Case #	Date Change Requested:	Requested By:
4620		4-26-2007	MDCH

Estimate Details to include the Following: Description of Change Requested

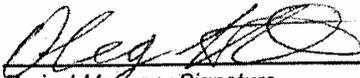
Modify the application to delete a Birth Defects record that is attached to Birth Record. The delete process would be available for facilities that inadvertently add a Birth Defects record to an existing Birth Record. The system should track when such a deletion occurs via DB tables.

Impact on Project:
ESTIMATE MUST INCLUDE ANY POTENTIAL IMPACT ON THE BRS EXTRACT AND DESIGN TIME WITH THE CLIENT TO ANALYZE ANY DOWNSTREAM PROCESSES

Estimate Requested Includes all additional items checked below:

<input type="checkbox"/> On Site Design Session	<input checked="" type="checkbox"/> Acceptance Testing	<input checked="" type="checkbox"/> Remote Implementation
<input checked="" type="checkbox"/> Remote Design Session	<input type="checkbox"/> Pilot (Beta) Test	<input type="checkbox"/> Phone Support for Distribution
<input type="checkbox"/> Revise Functional Specification	<input type="checkbox"/> Revise Online Help	<input checked="" type="checkbox"/> Coding of Enhancement
<input type="checkbox"/> Revise Data Dictionary	<input type="checkbox"/> Revise User Manual	<input checked="" type="checkbox"/> Technical Design
<input type="checkbox"/> Revise Technical Documents	<input type="checkbox"/> Revise Training Materials	<input checked="" type="checkbox"/> Code Review
<input checked="" type="checkbox"/> Unit Testing	<input type="checkbox"/> On-site Training	<input type="checkbox"/> Applying Scripts
<input checked="" type="checkbox"/> Integration Testing	<input type="checkbox"/> Remote Training	<input checked="" type="checkbox"/> Develop Scripts
<input checked="" type="checkbox"/> Regression Testing	<input type="checkbox"/> On-site Implementation	

Price Determination		Discount	Price Range After Discount	Issue Date	Expire Date
Estimated Price Range					
Low	\$ 10,364	5 %	Low \$ 9,870	10-31-07	12-29-07
High	\$ 14,425		High \$ 13,738		


Project Manager Signature

11/01/07
Date

State Acceptance of Estimate

The Michigan Department of Community Health hereby accepts the Estimate designated above and gives approval to Genesis to provide a formal Change Order.

State Designee Signature

Date

Additional Notes: Any existing Support Agreement will be increased by 12% of the finalized cost of the subject of this Estimate. Such increase shall be made on the first renewal of the Support Agreement after completion of the subject of this Estimate, and shall apply every year thereafter.

	Genesis Systems, Inc.	Document ID: MI-01-4630-EST-1.0-070905	Version: 1.0
	Title: MI Estimate Stillbirth record –Father's information unconditional	Documented By: Tara Quigley Approved By:	September 5, 2007 1 of 3

ESTIMATE REQUEST FORM

Project: MI WebEBC			Contract Routing #:
Project Log Case #	Sales Log Case #	Date Change Requested:	Requested By:
4630		4-26-2007	MDCH

Estimate Details to Include the Following: Description of Change Requested

Modify the application to make all Father's fields unconditional on the Stillbirth record regardless of mother's marital status.

- Add the following field on the stillbirth record: "Would you like to record a father on the stillbirth record?" with the following properties
 - Mandatory field
 - Combo box loaded with "Yes" and "No"
 - When "Yes" is selected, the father's fields follow the existing rules.
 - When "No" is selected, the father's fields are bypassed and resolved as blank.
- For all forms, father's information will print BLANK.
- Modify BRS extract to include additional field.

Impact on Project:

Estimate Requested Includes all additional items checked below:

<input type="checkbox"/> On Site Design Session	<input checked="" type="checkbox"/> Acceptance Testing	<input type="checkbox"/> Remote Implementation
<input checked="" type="checkbox"/> Remote Design Session	<input type="checkbox"/> Pilot (Beta) Test	<input type="checkbox"/> Phone Support for Distribution
<input checked="" type="checkbox"/> Revise Functional Specification	<input checked="" type="checkbox"/> Revise Online Help	<input checked="" type="checkbox"/> Coding of Enhancement
<input type="checkbox"/> Revise Data Dictionary	<input checked="" type="checkbox"/> Revise User Manual	<input type="checkbox"/> Technical Design
<input type="checkbox"/> Revise Technical Documents	<input type="checkbox"/> Revise Training Materials	<input type="checkbox"/> Code Review
<input checked="" type="checkbox"/> Unit Testing	<input type="checkbox"/> On-site Training	<input type="checkbox"/> Applying Scripts
<input checked="" type="checkbox"/> Integration Testing	<input type="checkbox"/> Remote Training	<input checked="" type="checkbox"/> Develop Scripts
<input checked="" type="checkbox"/> Regression Testing	<input type="checkbox"/> On-site Implementation	

Price Determination

Estimated Price Range	Discount	Price Range After Discount	Issue Date	Expire Date
Low \$ 11,926	5 %	Low \$ 11,358	10-31-07	12-29-07
High \$ 15,988		High \$ 15,227		


11/01/07
 Project Manager Signature Date

State Acceptance of Estimate

The Michigan Department of Community Health hereby accepts the Estimate designated above and gives approval to Genesis to provide a formal Change Order.

 State Designee Signature Date

Additional Notes: Any existing Support Agreement will be increased by 12% of the finalized cost of the subject of this Estimate. Such increase shall be made on the first renewal of the Support Agreement after completion of the subject of this Estimate, and shall apply every year thereafter.

	Genesis Systems, Inc.	Document ID: MI-01-5291-EST-1.0-070924	Version: 1.0
	Title: SFN Assignment Change to Administrative Release	Documented By: Tara Quigley	October 23, 2007

ESTIMATE REQUEST FORM

Project: MI WebEBC			Contract Routing #:
Project Log Case # 5291	Sales Log Case #	Date Change Requested: 9-24-2007	Requested By: MDCH

Estimate Details to include the Following: Description of Change Requested

Assign SFN at Administrative Release.

Currently the SFN and State File Date are assigned when the record is accepted by the State. The enhancement is to change when the SFN is assigned only. The State File Date will still be assigned during the acceptance process.

Impact on Project:

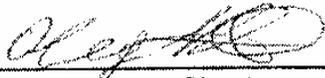
ESTIMATE MUST INCLUDE ANY POTENTIAL IMPACT ON THE BRS and NCHS EXTRACTS AND DESIGN TIME WITH THE CLIENT TO ANALYZE ANY DOWNSTREAM PROCESSES

Estimate Requested includes all additional items checked below:

- | | | |
|---|--|---|
| <input type="checkbox"/> On Site Design Session | <input checked="" type="checkbox"/> Acceptance Testing | <input checked="" type="checkbox"/> Remote Implementation |
| <input checked="" type="checkbox"/> Remote Design Session | <input type="checkbox"/> Pilot (Beta) Test | <input type="checkbox"/> Phone Support for Distribution |
| <input checked="" type="checkbox"/> Revise Functional Specification | <input checked="" type="checkbox"/> Revise Online Help | <input checked="" type="checkbox"/> Coding of Enhancement |
| <input type="checkbox"/> Revise Data Dictionary | <input checked="" type="checkbox"/> Revise User Manual | <input type="checkbox"/> Technical Design |
| <input checked="" type="checkbox"/> Revise Technical Documents | <input type="checkbox"/> Revise Training Materials | <input checked="" type="checkbox"/> Code Review |
| <input checked="" type="checkbox"/> Unit Testing | <input type="checkbox"/> On-site Training | <input type="checkbox"/> Applying Scripts |
| <input checked="" type="checkbox"/> Integration Testing | <input checked="" type="checkbox"/> Remote Training | <input checked="" type="checkbox"/> Develop Scripts |
| <input checked="" type="checkbox"/> Regression Testing | <input type="checkbox"/> On-site Implementation | |

Price Determination

Estimated Price Range	Discount	Price Range After Discount	Issue Date	Expire Date
Low \$ 40,978	5 %	Low \$ 39,027	10/23/07	12/21/07
High \$ 47,226		High \$ 44,977		


 Project Manager Signature 11/01/07
 Date

State Acceptance of Estimate

The Michigan Department of Community Health hereby accepts the Estimate designated above and gives approval to Genesis to provide a formal Change Order.

 State Designee Signature Date

Additional Notes: Any existing Support Agreement will be increased by 12% of the finalized cost of the subject of this Estimate. Such increase shall be made on the first renewal of the Support Agreement after completion of the subject of this Estimate, and shall apply every year thereafter.

 Genesis Systems, Inc.	Document ID: MI-01-5375-EST-1.0-070830	Version: 1.0
	Title: MI Estimate Modify INHOUSE Registration	Documented By: Tara Quigley Approved By:

ESTIMATE REQUEST FORM

Project: MI WebEBC			Contract Routing #:
Project Log Case #	Sales Log Case #	Date Change Requested:	Requested By:
5375		10-29-2007	Kay Bertrau

Estimate Details to Include the Following: Description of Change Requested

Currently the way system is designed user must print a birth certificate in order to resolve a record. Also when printing from legal view screen the signature line is printed (-s-)
Functionality requested.

When user logs in In-house and trying to release record from registrations screen they would get a message asking if they want to print a certificate.

1. If user says no another message will come up asking if he/she wants to release the record. Saying yes will release the record and saying no will not.
2. If user says yes then another message will come up asking if they would like to print certificate with or without signature line. Responding to the question will print a certificate accordingly.

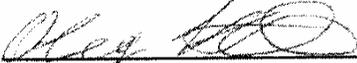
Impact on Project:

Estimate Requested Includes all additional items checked below:

<input type="checkbox"/> On Site Design Session	<input checked="" type="checkbox"/> Acceptance Testing	<input type="checkbox"/> Remote Implementation
<input checked="" type="checkbox"/> Remote Design Session	<input type="checkbox"/> Pilot (Beta) Test	<input type="checkbox"/> Phone Support for Distribution
<input checked="" type="checkbox"/> Revise Functional Specification	<input type="checkbox"/> Revise Online Help	<input checked="" type="checkbox"/> Coding of Enhancement
<input type="checkbox"/> Revise Data Dictionary	<input type="checkbox"/> Revise User Manual	<input checked="" type="checkbox"/> Technical Design
<input type="checkbox"/> Revise Technical Documents	<input type="checkbox"/> Revise Training Materials	<input checked="" type="checkbox"/> Code Review
<input checked="" type="checkbox"/> Unit Testing	<input type="checkbox"/> On-site Training	<input type="checkbox"/> Applying Scripts
<input checked="" type="checkbox"/> Integration Testing	<input type="checkbox"/> Remote Training	<input checked="" type="checkbox"/> Develop Scripts
<input checked="" type="checkbox"/> Regression Testing	<input type="checkbox"/> On-site Implementation	

Price Determination

Estimated Price Range	Discount	Price Range After Discount	Issue Date	Expire Date
Low \$ 10,051	5 %	Low \$ 9,572	10-31-07	12-29-07
High \$ 13,799		High \$ 13,142		


11/01/07
 Project Manager Signature Date

State Acceptance of Estimate

The Michigan Department of Community Health hereby accepts the Estimate designated above and gives approval to Genesis to provide a formal Change Order.

 State Designee Signature Date

Additional Notes: Any existing Support Agreement will be increased by 12% of the finalized cost of the subject of this Estimate. Such increase shall be made on the first renewal of the Support Agreement after completion of the subject of this Estimate, and shall apply every year thereafter.

	Genesis Systems, Inc.	Document ID: MI-01-5385-EST-1.0-070830	Version: 1.0
Title: MI Estimate Modify DragIT/ Global Adhoc		Documented By: Tara Quigley Approved By:	August 30, 2007 1 of 2

ESTIMATE REQUEST FORM

Project: MI WebEBC			Contract Routing #:
Project Log Case #	Sales Log Case #	Date Change Requested:	Requested By:
5385		10-29-2007	Kay Bertrau

Estimate Details to Include the Following: Description of Change Requested

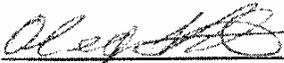
Currently DragIT tool outputs and print data to 8 1/2 x 11.
 Requested functionally
 Need to have an option to print DragIT data to a landscape format.
 Global Adhoc reporting tool would have to be modified and coded to have an option come up to which format user wants to print. After user selects appropriate format will be selected and formatted to output the data.

Impact on Project:

Estimate Requested Includes all additional items checked below:

<input type="checkbox"/> On Site Design Session	<input checked="" type="checkbox"/> Acceptance Testing	<input checked="" type="checkbox"/> Remote Implementation
<input type="checkbox"/> Remote Design Session	<input type="checkbox"/> Pilot (Beta) Test	<input type="checkbox"/> Phone Support for Distribution
<input type="checkbox"/> Revise Functional Specification	<input type="checkbox"/> Revise Online Help	<input checked="" type="checkbox"/> Coding of Enhancement
<input type="checkbox"/> Revise Data Dictionary	<input type="checkbox"/> Revise User Manual	<input checked="" type="checkbox"/> Technical Design
<input checked="" type="checkbox"/> Revise Technical Documents	<input type="checkbox"/> Revise Training Materials	<input checked="" type="checkbox"/> Code Review
<input checked="" type="checkbox"/> Unit Testing	<input type="checkbox"/> On-site Training	<input checked="" type="checkbox"/> Applying Scripts
<input checked="" type="checkbox"/> Integration Testing	<input type="checkbox"/> Remote Training	<input checked="" type="checkbox"/> Develop Scripts
<input checked="" type="checkbox"/> Regression Testing	<input type="checkbox"/> On-site Implementation	

Price Determination					
Estimated Price Range	Discount	Price Range After Discount		Issue Date	Expire Date
Low \$24,421	5 %	Low	\$ 23,258	10-31-07	12-29-07
High \$31,605		High	\$ 30,100		


10/31/07
 Project Manager Signature Date

State Acceptance of Estimate

The Michigan Department of Community Health hereby accepts the Estimate designated above and gives approval to Genesis to provide a formal Change Order.

State Designee Signature Date

Additional Notes: Any existing Support Agreement will be increased by 12% of the finalized cost of the subject of this Estimate. Such increase shall be made on the first renewal of the Support Agreement after completion of the subject of this Estimate, and shall apply every year thereafter.

	Genesis Systems, Inc.	Document ID: MI-01-5387-EST-1.0-070830	Version: 1.0
Title: MI Estimate Modify Birth Certificate font		Documented By: Tara Quigley Approved By:	August 30, 2007 1 of 2

ESTIMATE REQUEST FORM

Project: MI WebEBC			Contract Routing #:
Project Log Case # 5387	Sales Log Case #	Date Change Requested: 10-29-2007	Requested By: Kay Bertrau

Estimate Details to Include the Following: Description of Change Requested

By original design birth certificate print in 8 Arial font.

Requested change

Try to print certificate in 10 Times New Roman, if name is to long then go to the smaller Times New Roman font.

Since Arial and Times New Roman font are two different fonts in length and size the logic has to be redone and additional logic added for formatting a birth certificate.

1. Rework certificate to work with Times New Roman font.
2. Need to calculate the length of the field vs. data length to determine if data will fit in 10 size, if not go to smaller font.
3. Also we would need to determine differences in calculation between two fonts.

Impact on Project:

Estimate Requested Includes all additional items checked below:

<input type="checkbox"/> On Site Design Session	<input checked="" type="checkbox"/> Acceptance Testing	<input checked="" type="checkbox"/> Remote Implementation
<input checked="" type="checkbox"/> Remote Design Session	<input type="checkbox"/> Pilot (Beta) Test	<input type="checkbox"/> Phone Support for Distribution
<input checked="" type="checkbox"/> Revise Functional Specification	<input type="checkbox"/> Revise Online Help	<input checked="" type="checkbox"/> Coding of Enhancement
<input type="checkbox"/> Revise Data Dictionary	<input type="checkbox"/> Revise User Manual	<input checked="" type="checkbox"/> Technical Design
<input type="checkbox"/> Revise Technical Documents	<input type="checkbox"/> Revise Training Materials	<input checked="" type="checkbox"/> Code Review
<input checked="" type="checkbox"/> Unit Testing	<input type="checkbox"/> On-site Training	<input checked="" type="checkbox"/> Applying Scripts
<input checked="" type="checkbox"/> Integration Testing	<input type="checkbox"/> Remote Training	<input checked="" type="checkbox"/> Develop Scripts
<input checked="" type="checkbox"/> Regression Testing	<input type="checkbox"/> On-site Implementation	

Estimated Price Range		Discount	Price Range After Discount		Issue Date	Expire Date
Low	\$ 23,795	5 %	Low	\$ 22,662	10-31-07	12-29-07
High	\$ 30,668		High	\$ 29,208		

 _____ 10/01/07
Project Manager Signature **Date**

State Acceptance of Estimate

The Michigan Department of Community Health hereby accepts the Estimate designated above and gives approval to Genesis to provide a formal Change Order.

_____ _____
State Designee Signature **Date**

Additional Notes: Any existing Support Agreement will be increased by 12% of the finalized cost of the subject of this Estimate. Such increase shall be made on the first renewal of the Support Agreement after completion of the subject of this Estimate, and shall apply every year thereafter.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

November 4, 2005

**NOTICE
 OF
 CONTRACT NO. 071B6200058
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Genesis Systems Inc. 14 East Third Street Lewistown, PA 17044	TELEPHONE: Andrea Fisher (717) 909-8509
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz, Buyer
Contract Compliance Inspector: Mary Ladd <p style="text-align: center;">Live Birth Reporting System</p>	
CONTRACT PERIOD: From: November 1, 2005 To: October 31, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of [ITB #07115200341](#) this Contract Agreement and the vendor's quote dated [July 29, 2005](#). In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$1,438,942.00**

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B6200058
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Genesis Systems Inc. 14 East Third Street Lewistown, PA 17044</p>	TELEPHONE: Andrea Fisher (717) 909-8509 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 Steve Motz, Buyer
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MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07115200341 this Contract Agreement and the vendor's quote dated July 29, 2005. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.	
Estimated Contract Value: \$1,438,942.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No. 07115200341](#). Orders for delivery of equipment will be issued directly by the [Department of Community Health](#) through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR: <p style="text-align: center;">Genesis Systems, Inc.</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	FOR THE STATE: <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Greg Faremouth, Buyer Specialist</p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;">IT Division, Acquisition Services</p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
--	--



**STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services**

Contract No. 071B6200058
Live Birth Reporting System for Department of Community Health

Buyer Name: Steve Motz
Telephone Number: (517) 241-3215
E-Mail Address: Motzs@michigan.gov



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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

The purpose of this Contract is to obtain software enhancements, implementation and any necessary hardware or peripheral software and support for the Genesis Systems, Inc., proprietary, web-based, live birth reporting system and the coordinated replacement of the existing DOS-Based live birth reporting system now in use within Michigan. In addition, the contractor will integrate the web-based system into existing State of Michigan data systems, including the Birth Registry System, the Michigan Childhood Immunization System, the Michigan Medicaid Information System, the Central Paternity Registry and the Michigan Disease Surveillance System.

Existing web-based software will be modified to meet Michigan's needs and must be in compliance with all requirements of the federal specifications for vital statistics data collection as stipulated by the National Center for Health Statistics within the Center for Disease Control and Prevention (CDC) except as approved by the State. The specifications may be found for review at www.cdc.gov/nchs/births.

This is a fixed price contract.

1.02 BACKGROUND

The State of Michigan has been supplying Michigan hospitals and other entities with software used to prepare certificates of live birth and to electronically report required information on each live birth. The system is currently being used to report 135,000 live births each year to the State and is installed in 99 hospitals throughout the State of Michigan. A listing of the facilities currently using this software is attached as **Appendix 1**. This system is a proprietary product for which the State has purchased a site license from the vendor, Genesis Systems Incorporated of Lewiston, Pennsylvania. The Electronic Birth Certificate software (EBC) has come to be used throughout Michigan by obstetric hospitals and has resulted in significant annual data processing cost savings, improved data quality, and dramatically improved data timeliness. The DOS based EBC system in use today is an equated and support is no longer available. This web-based software product will be revised and rewritten to the State of Michigan requirements (see **Appendix 2**). The Federal Government is requiring major modifications and therefore at this time it has become necessary to revise and upgrade the software system for live birth reporting.

The software, which is named the Electronic Birth Certificate or EBC, was first modified by the vendor under the terms of a contract with the State of Michigan to meet Michigan requirements in 1988. It was initially installed in 4 hospitals during 1988 and 1989. The introduction of EBC to Michigan coincided with a significant revision in 1989 of the Michigan live birth reporting requirements. The initiative was intended to mitigate the burden of reporting by improving the efficiency of information collection and certificate preparation. Over the years since 1988, and under contract with the State of Michigan, the EBC system software has undergone a series of revisions and upgrades to expand the functionality and the efficiency of the system. This package now permits reporting of fetal death, birth defects, immunizations to newborns and most recently newborn hearing screen results. Features to increase the software's value and functionality to hospital personnel have also been added. These include important features such as user friendly development of facility specific forms, enhanced report generation features, the ability to log events, and the ability to preload birth information using data from other hospital data systems.

This approach has proven extremely successful. Though used on a voluntary basis, almost all of Michigan's obstetric hospitals use this software. The EBC saves time and effort within the hospital, results in a database of value to the hospital and available for their unique use while drastically cutting the follow back to hospitals on data quality issues. The State has experienced a significant reduction in data entry costs and has been able to expand the amount of information automated. This has lead to the ability to certify live births electronically rather than by using paper records.



The need to upgrade to a web-based system is predicated on the increasing concern that standard PC operating systems will soon not support DOS-based programs and on the need for a major rewrite of the system to adapt to new federal standards for live birth and fetal death reporting. The State of Michigan has purchased a Web based application that requires modification for use in Michigan. In order to plan for the necessary revisions, a final form and format for the revised Michigan live birth (**Appendix 3**) and fetal death certificate (**Appendix 4**) have been developed in conjunction with user groups. A hospital user group has also been formed and surveys of all hospital users have been conducted to develop a revised list of features and functions (**Appendix 2**) that must be included in the new system.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

The overall objective of this contract is to enhance the Genesis Systems, Inc. proprietary live birth reporting system to meet Michigan's requirements and for implementation during 2006. In order to meet these objectives the contracted firm must:

- Perform a requirements analysis for a web-based reporting system for Michigan live birth, fetal death, birth defects, paternity, newborn immunizations and newborn hearing screen reporting that satisfies all reporting requirements for Michigan relative to the above. Provide an effective strategy and methodology for converting and uploading hospital and State office data from the current system, consistent with all federal specifications for vital statistics data collection as stipulated by the National Center for Health Statistics within the Centers for Disease control and Prevention,
- Ensure data integrity and security and meet all Department of Information Technology (DIT) requirements for system security. See 2.051-2.054.
- Contain all the functional features within the current EBC and new features that leverage new system capabilities (**Appendix 2**) except as approved by the State.
- Develop an implementation plan that outlines timelines, milestones and deliverables including required State personnel activities including requirements development, testing and signoff steps.
- Develop software for acceptance testing and for beta testing in pilot facilities prior to statewide rollout.
- Provide a revised and finalized system for final rollout as identified and agreed within the requirements analysis.

- Develop all software and procedures for use in converting the existing hospital data and facilitate loading of the same into the system database. The State will gather the individual files from the hospitals and provide file(s) with a single record format to facilitate the conversion process. Contractor will provide testing, piloting and rollout software and procedures for conversion and uploading of legacy data on the same timeline as for overall EBC systems software and procedures.
- Assist DCH and DIT with the selection and, as needed, the purchase of required central site server hardware and software.
- Provide training materials and software, as required, for Michigan hospital personnel that includes the following:
 - Create a users manual and demo mode functionality for training.
 - Provide an application administrators manual and provide training to 4 application administrators.
 - The contractor will provide on-site training on a train the trainer approach, which will involve 10 DCH staff members.
 - The training phase will consist of a Training Plan and Schedule, 3 days of on site internal functional training and 2 days of on site Train the Trainer sessions conducted by a Genesis Systems, Inc. training specialist.
 - Provide a technical manual that includes, at a minimum, the process flow, table elements, field descriptions, relationships and an entity relationship diagram.
- Create a single extract file for use by existing State of Michigan data systems, including the Birth Registry System, the Michigan Childhood Immunization System, the Michigan Medicaid Information System, the Central Paternity Registry and the Michigan Disease Surveillance System



- Any equipment provided by the contractor must comply with State IT Standards as defined in Section 2.051-2.054 of this contract. Provide support and assistance with the installation and start up of central system hardware and software needed to operate the system.
- Provide systems support and maintenance, including support for all remote system users including Michigan hospital personnel, local registrars, specialty clinics and others and to DCH staff in the Vital Records and Health Data Development Section and the Department of Information Technology, during piloting and rollout as well as following implementation and through the end of the contract with an option to extend support and maintenance on a calendar year basis thereafter. Systems support and maintenance charges must be based on a fixed price per year

Requirements Analysis

The Contractor will perform a requirements analysis to integrate State of Michigan data needs for live births, fetal deaths, birth defects, paternity, newborn immunizations and newborn hearing screening as specified in this document with the current data sets and edits recommended by the National Center for Health Statistics.

The legacy records conversion utility added to the System will ensure the preservation of legal data contained within the DOS EBC database in each hospital. Contractor assumes that the data currently exists in a central repository at DCH/DIT and that records share a singular format.

Security

The Contractor will employ an application access security model that grants access to processes and location based records based on the permissions and locations assigned to the user's ID. Once a user is signed into the system, they are only able to see and access the processes that are assigned to their user profile.

The transfer of data security from the client machines utilizes HTTPS protocol, SSL 3.0 and 128-bit encryption. These protocols are proven to be secure and are acceptable under HIPAA and other governmental privacy and security standards.

Current EBC Features

The enhanced live birth reporting system will contain the existing EBC features and separately priced new capabilities as described and detailed in the Work Plan and outlined in Appendix 8 except as approved by the State.

Implementation Plan

The Implementation Plan is defined as a that outlines milestones, deliverables including required State and Genesis personnel activities requirements including development, testing and signoff steps.

User Acceptance Testing (UAT)

Once the fully tested customized version of the software is delivered to the State, User Acceptance Testing will commence. The Contractors acceptance testing approach meets the RUP Definition of Acceptance Testing. The Acceptance Testing process ensures the developed software is complete and can be used by the end users to execute the tasks and functions for which it was designed.

The Contractor will prepare a plan that will fully test whether the software meets the functional and performance specifications. Testing will include, but is not limited to, verification that the screen navigation works properly and that there are no obvious errors, verification that customized changes are functioning properly, security testing against unauthorized access, verification that all specifications requested as functional requirements are included and working. System stress and endurance testing will be conducted under circumstances that simulate every day working conditions as closely as possible. Stress testing will determine if system utilization is acceptable under peak conditions and endurance testing will pinpoint any problems that are discovered only upon extended use. The contractor will work with the State's Technical Project Director and the Vital Records Business Users to ensure that they understand the procedures and scripts.



Additionally, during this phase, the contractor will work through the DCH/DIT along with the State hosting personnel to ensure that the entire environment required for user acceptance testing is appropriately set up, tested, and maintained. Once the UAT commences, the State's project manager will prepare a list of missing, inoperable, or unacceptable items. The contractor will ensure that the UAT procedures adhere to a method for reporting bugs and retesting after each fix is made.

UAT Testing procedures include:

Acceptance testing is performed by the State with the contractor's participation in a test environment designed to be identical to the production environment. This provides the State the opportunity to verify and clarify the provided functionality.

- DCH is provided with a comprehensive list of specific functional requirements generated from the functional requirements document. Each identified item is also described in a manner that provides additional information that may be needed to effectively test the application to verify that the functionality performs as specified. The acceptance test document is divided into discrete units that can be assigned to different testers or testing teams.
- Feedback generated by the acceptance testing process is logged, categorized, and processed until resolved. Categories include; bug, design change, design clarification, misunderstanding (training issue), scope item. Resolution of an item may involve anything from clarification regarding how the function works to a bug fix to a quotation for an enhancement.

At the satisfactory completion of the UAT, the State's project manager will certify that the system met the functional and performance criteria of the specifications during the test, and that the software has been formally tested, approved and is deemed by the State to be "production ready" and the Beta Test Phase will follow.

Beta Test Phase

During the beta test phase, parallel processing occurs between the current system and new system modules. The contractor will work with the State to determine the number of Beta test sites for each portion of the system. Off-site partners and providers such as counties, hospitals, and funeral directors will be used to test the appropriate modules of the system. The contractor will develop a complete Beta test plan to assist both the State and the off-site test sites to conduct the testing.

During this phase, the contractor will work with the State hosting personnel to ensure that the entire environment required for the Beta test is appropriately setup and tested. This includes, migration of all programs and utilities from the UAT environment to the production environment, as well as database conversions

The contractor, in consultation with and approval of the State's project manager, will prepare a detailed plan to include methodology for Beta testing, client involvement, start date, coordination, and follow-up quality checks with users.

The contractor, in consultation with and approval of the State project manager, will prepare a plan that will fully test whether the system meets the functional and performance criteria specified in every day work settings. Special attention will be given to providing an opportunity for clients to try out the system in a business similar environment before going "live".

The contractor will work with the State's project manager in the preparation of test cases, developing realistic test sites, collecting and fixing problems, compiling client suggestions and incorporating workable solutions. The testing plan will include identified test cases as well as procedures directed at encouraging real world use of the application.

Rollout

The final rollout will be performed according to the agreed upon Implementation Plan requirements. During this phase, the contractor will be actively involved in the following stages:



- Assist DCH/DIT with Go-Live Implementation Plan
- Prepare for Full Rollout / Implementation
- Sign-off of successful Statewide Go Live

During this phase, the contractor will participate in the planned rollout of the system. This will include rolling out groups of counties per the approved work plan. The contractor's Help Desk will conduct the initial installation/access via phone to remote users. Contact information for remote users will be supplied by the State to the Help Desk staff. The contractor's Help Desk Staff will then assist the remote sites in accessing the software. The contractor's Help Desk staff will verify the successful installation of remote users and provide the state with installation status reports.

Any required maintenance will be addressed in a formal plan approved by the State for implementing critical changes as needed and for implementing non-critical changes in sets of releases.

Conversion of Legacy State Data

The contractor will follow standard development lifecycle methodology and procedures for the legacy records' legal dataset conversion at the State level only. The contractor will conduct on site design sessions to define the requirements for conversion and uploading of legacy birth records. During this session, the contractor will work in conjunction with DCH/DIT to understand the construct and business rules related to the legacy database in order to ensure conversion and transition to the enhanced web-based system.

The output of this design session will include initial conversion file layouts which will include data dictionaries for the source and destination databases, field-by-field cross-references, all editing and processing on a field-by-field basis, and updated versions of the Customization Requirement Traceability matrix.

The draft will be provided for review and input by DCH/DIT will then be modified and delivered as a final specification document.

The actual conversion process involves incremental tests with small amounts of data from specifically targeted years. Data issues are identified and accounted for and the data is re-run until no issues are detected. Ultimately the entire volume of legacy data is converted in a test environment. The data is used for load testing of the application as well as for analysis and validation of the conversion. Experience in the test environment also provides benchmarks regarding the expected duration for running the production conversion and as an aid in scheduling that event. The DCH/DIT will provide the contractor with a single record single file format.

The contractor will employ several methods for insuring the accuracy of data conversion. The conversion process itself screens records and will generate an error file to report on any record that contained invalid values or values that could not be cross-walked to the values required. Decisions are made to determine the behavior of the conversion process according to the nature of the error encountered. In some cases, it will cause the record to be skipped but written to an exception file and in other cases it will convert the record but report the discrepancy so that it can be manually corrected. Record counts are then compared to insure that all expected records have been accounted for. In addition, the contractor employs a 'Spot Check' regarding a percentage of the imported records to examine the data elements to insure that values appear to be valid for the fields they occupy. The next step involves use of reporting tools to perform frequency counts on a collection of fields and then, if possible, compare the resulting counts to statistics available from the legacy system. An additional step involves the creation of ASCII extract file or files from the imported data and, if possible, comparing the file to a matching file produced by the legacy system.

The contractor will use the test data files to test the operation of our conversion routines. Once the tests are complete, records can be spot checked across all data types. The contractor can use every nth record to compare to the live data for accuracy. Once the test is satisfactorily conducted on a small scale, the complete data conversions will be run. There are two outputs of the data conversion process. The first output is a report with the number of successful and unsuccessful records matching record counts. The other report will indicate all



those records that could not be converted. This will give the contractor and the customer the ability to review and clean the data. The scrubbed data can be reprocessed limiting run times.

Upon completion of internal testing of the conversion utility, the contractor will notify the State's project manager that the conversion software has been fully tested is ready for acceptance. Prior to acceptance testing, the contractor will certify the product by providing the State's project manager with Conversion Procedure and Conversion Technical Specifications documents.

Hardware and Software

The contractor has provided a complete listing of hardware and software needed to operate the system in Appendix 7. No disagreement with State IT Standards within sections 2.051-2.054 has been detected to-date.

Training Materials

Training documentation and materials will be created based on user type, location and scope of responsibilities within the system (i.e. user manuals/training guides for general users do not contain system database structure details). The contractor will provide an electronic copy (PDF and Word format) of each manual and administrative guide created to support the system.

The online training mechanism for trainers to use is demo mode. This database is accessed as though the user is going to go into the live database, however when entering their ID and password, they check the "Demo" box before hitting enter. This enables the user to feel as if they are training on the live database, when they are actually training in a demo or training database. This has been designed for facilities or offices where the turnover rate is high and new users need to learn the system in a safe environment.

Train the Trainer is the standard training method the contractor will employ to facilitate primary client user training. Each session will be structured to accommodate the type of trainees present (i.e. General User vs. Supervisor, etc.). A training specialist will conduct the training session on location designated by DCH/DIT. Each training session will include the following at the minimum:

- Comprehensive overview of the system using a PowerPoint presentation or a similar platform.
- Live demonstration of the functionalities of the module(s) specific to the present trainees' scope of responsibilities.
- Scenario training exercises that may be used either during or after the scheduled session depending on available resources.
- Question and answer period depending on available time.

The contractor will provide a draft for the Technical Manual at statewide rollout of the system due to possible changes to database schematics based on User Acceptance Testing.

Record Extracts

The contractor will coordinate the work needed to integrate the WebEBC™ system with the existing State systems through an extract file for the Michigan Registry System, the Michigan Childhood Immunization System, the Michigan Medicaid Information System, the Central Paternity Registry, and the Michigan Disease Surveillance System. The contractor anticipates that this will be accomplished via a single extract file determined as either ASCII or dbf with the information needed to integrate to the aforementioned systems.

Support and Warranty Continuation

The contractor will provide a system Support and Warranty Continuation Program that follows Genesis Support and Warranty Continuation Agreement (Appendix 9).



Milestone Dates

The contractor will meet the required system milestones and implementation timeline as stated in the approved Work Plan.

1.102 OUT OF SCOPE

Replacement of the current web-based DCH Birth Registry System is out of scope. Any onsite retrieval of data from the hospital data systems is out of scope. Development of a web-based live birth reporting system is out of scope.

1.103 ENVIRONMENT

Software must be in compliance with all requirements of the federal specifications for vital statistics data collection as stipulated by the National Center for Health Statistics within the Center for Disease Control and Prevention (CDC) except as approved by the State. Also, at a minimum, system requirements must include all features and functions listed in **Appendix 2** except as approved by the State.

System enhancements will support both NCHS record sets and edit functionality. The end users of the system will be provided with reporting tools and functionality that will include all of the features and functions listed in **Appendix 2**, as described in section **1.101 In Scope** except as approved by the State. This will include export files of data for inclusion in the Michigan Registry System, the Michigan Childhood Immunization System, the Michigan Medicaid Information System, the Central Paternity Registry, and the Michigan Disease Surveillance System. Contractor anticipates that this will be accomplished via a single extract file with the information needed to integrate to the aforementioned systems.

1.104 WORK AND DELIVERABLE

Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The State's Project Managers must authorize all contractor work on deliverables and services before work may begin. The contractor should not begin work on contract deliverables or requested services until authorized in writing by the State to do so. Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The following is a preliminary analysis of the major tasks and responsibilities involved in developing the end products of this project.

1. Deliverable number one consists of two parts listed below

- A) **Requirements Analysis:** During this task the contractor will perform a requirements analysis for live births, fetal deaths, birth defects, paternity, newborn hearing screening that will satisfy reporting requirements relative to the above. The contractor will interview key user management and staff as well as hospitals and local registrars to develop process flows and functional requirements to support revised system features and functions. The contractor will also perform demonstrations of proposed systems features to allow the key stakeholders to envision how new systems can impact their operations. The key output will be a **requirements document** that outlines the key processes to be supported by the new EBC system, functional and information requirements needed to support the processes and technology alternatives to meet the requirements. The requirements analysis will include a study and evaluation of the existing system and seek to integrate existing fields and functionality with the current standards of the National Center for Health Statistics, as published on October 1, 2004. Through edits, checks and crosschecks entries will be validated to help insure data integrity. Through user name and password, along with rights and privileges assigned to a user or a user group, security can be assigned at various levels for limiting access to the data as well as limiting the functions that can be performed by that user. The requirements analysis and implementation plan will need to be reviewed and approved by the Steering Committee before payment is made.



- B) Develop Implementation Plan: During this task the contractor will assemble information gathered during the Requirements Analysis into an **Implementation Plan**. The plan will provide a detailed schedule of tasks, milestones and timelines. All tasks within the plan that require the involvement of and/or the approval of State of Michigan staff or subcontractors working under the direction of State of Michigan staff must be identified. The plan will include an initial installation of the software for acceptance testing. Revisions, within scope, will be accomplished and a beta test in a pilot facility will be performed. Following the beta testing and modifications that may be required a finalized system will be rolled out statewide. The document will be reviewed with the Steering Committee before payment is made.

2. Software Development

Contractor will modify the existing web-based electronic birth certificate registration system built with a combination of web-based technologies developed in Microsoft Visual Basic 6.0, XML and HTML. The Web-based system is supported by a central Microsoft SQL database that stores all data elements and will provide access to client sites via a Web Server. The system will run as a “Rich” client application with the client side software kept current by automatic downloads of the latest components (version control) for the reporting of live birth, paternity, fetal death, birth defects, immunizations of newborns, newborn hearing screen results that includes all the features and functions of the current EBC system and those additional features identified in **Appendix 2** and as agreed and approved within **Deliverable 1**.

3. Uploading of Legacy Data

Develop applications and procedures for conversion and uploading of legacy data that permit retention and utilization of historic data and enables a seamless conversion from old to new EBC systems. Up to five years of legacy data averaging 145,000 records per year must be converted.

4. Provide Contractors to Accomplish Systems Integration

Provide for contractual IT personnel to develop, test and implement a process for creation of a flat file of incoming live birth data that will be loaded into other State data systems. The data within the EBC system needs to be managed via flags, statuses, etc. so that data is pulled to the flat file only once. The applications requiring the flat file are the Birth Registry System, the Michigan Childhood Immunization Registry, the Michigan Medicaid Information System and the Michigan Disease Surveillance System. The process will be deemed successful upon acceptance and approval by the Steering committee and or DIT Project Manager.

5. Provide System Documentation, User Manuals, Training Materials and Prototype Software

Genesis will provide train-the-trainer sessions for ten Vital Statistics Branch personnel, five DCH general help desk staff, and ten hospital users. The train-the-trainer sessions will be a combination of lecture and hands-on exercises. The exercises are designed to expose the user to key concepts and skill building experiences in a structured fashion that moves from ‘typical’ to ‘unusual’ day-to-day operational scenarios. Upon completion of the train-the-trainer sessions, staff will have the appropriate level of proficiency necessary to operate and maintain their new vital records system in addition to possessing the skills and knowledge to properly train additional end users in the field. Train-the-trainer classes will be conducted in a DCH-provided classroom that can accommodate up to ten students. Classrooms will be equipped with individual PC’s for each student and normal teaching aids for the instructor’s use. Contractor will provide training guides and manuals, as well as the vital records system used for training. The technical manual will include, at a minimum, the process flow, table elements, field descriptions, relationships and an entity relationship diagram. The contractor will provide training functionality through a demo mode. All courses will provide an overview regarding data entry conventions and concepts, as well as menu and toolbar options and screen navigation. The hospital training course will focus on skills and tasks specific to facility vital records processing. The course will cover beginning a new record, verifying data questioned by an edit, retrieving an existing record, visual cueing, ‘work queues’, completing unresolved records, selecting from drop down lists, performing an ‘AOF’ entry, maintaining library tables, printing paper copies of birth certificates for the local registrar,



standard and ad-hoc reporting, etc. The DCH central registry-training course focuses on skills and tasks specific to the DCH processing. Systems and training documentation is required in draft form on or before user acceptance testing, with final documentation due at least 3 months prior to system rollout. At least 3 months prior to statewide rollout of the system provide draft users manuals and a prototype system for use in training hospital staff and other users on the new system. The prototype must include functional features that encompass all key features of the system as identified and agreed to under Deliverable 1 above. Payment will be made upon completion and delivery of the deliverables described in this task.

6. Complete Application System Testing and Implementation

The application will be implemented only upon written acceptance by the State Project Manager. After implementation and an agreed upon warranty period has expired, final payment will be made. The contractor will conduct complete application system testing and implementation in accordance with the detailed work plan. The testing and implementation phase will include: Complete System Testing for State and Facility registration, Pilot and Implementation Phase (Beta Test Phase), System Performance Testing, Roll Out Phase and Go Live all of which have been outlined in detail in the work plan located in **Appendix 8** of this document.

During systems development the contractor will be provided with VPN access to all Web EBC development, testing and production environments. Once the production system begins receiving real data, access will be limited to the development and testing environments.

System Testing

The contractor will prepare a plan that will fully test whether the software meets the functional and performance specifications. Testing will include, but is not limited to, verification that the screen navigation works properly and that there are no obvious errors, verification that customized changes are functioning properly, security testing against unauthorized access, verification that all specifications requested as functional requirements are included and working. System stress and endurance testing will be conducted under circumstances that simulate every day working conditions as closely as possible. Stress testing will determine if system utilization is acceptable under peak conditions and endurance testing will pinpoint any problems that are discovered only upon extended use. Contractor will work with the State's Technical Project Director and the Vital Records Business Users to ensure that they understand the procedures and scripts. Additionally, during this phase, the contractor will work through the DCH/DIT along with the State hosting personnel to ensure that the entire environment required for user acceptance testing is appropriately set up, tested, and maintained. Once the UAT commences, the State's project manager will prepare a list of missing, inoperable, or unacceptable items. Genesis will ensure that the UAT procedures adhere to a method for reporting bugs to the contractor and retesting after each fix is made.

Testing procedures include:

- Acceptance testing is performed by the State with the Contractors participation in a test environment designed to be identical to the production environment. This provides the State the opportunity to verify and clarify the provided functionality.
- DCH is provided with a comprehensive list of specific functional requirements generated from the functional requirements document. Each identified item is also described in a manner that provides additional information that may be needed to effectively test the application to verify that the functionality performs as specified. The acceptance test document is divided into discrete units that can be assigned to different testers or testing teams.
- Feedback generated by the acceptance testing process is logged, categorized, and processed until resolved. Categories include; bug, design change, design clarification, misunderstanding (training issue), scope item. Resolution of an item may involve anything from clarification regarding how the function works to a bug fix to a quotation for an enhancement



At the satisfactory completion of the UAT, the State's project manager will certify in writing that the system met the functional and performance criteria of the specifications during the test, and that the software has been formally tested, approved and is deemed by the State to be "production ready" and the Beta Test Phase will follow.

Beta Test Phase (Pilot Phase)

During the beta test phase, which is also sometimes referred to as Pilot Phase, parallel processing occurs between the current system and new system modules. The contractor will work with the State to determine the number of Beta test sites for each portion of the system. Off-site partners and providers such as counties, hospitals, and funeral directors will be used to test the appropriate modules of the system. The contractor will develop a complete Beta test plan to assist both the State and the off-site test sites to conduct the testing. During this phase, the contractor will work with the State hosting personnel to ensure that the entire environment required for the Beta test is appropriately setup and tested. This includes, migration of all programs and utilities from the UAT environment to the production environment, as well as database conversions.

The contractor, in consultation with and approval of the State's project manager, will prepare a detailed plan to include methodology for Beta testing, client involvement, start date, coordination, and follow-up quality checks with users.

The contractor, in consultation with and approval of the State project manager, will prepare a plan that will fully test whether the system meets the functional and performance criteria specified in every day work settings. Special attention will be given to providing an opportunity for clients to try out the system in a business similar environment before going "live".

The contractor will work with the State's project manager in the preparation of test cases, developing realistic test sites, collecting and fixing problems, compiling client suggestions and incorporating workable solutions. The testing plan will include identified test cases as well as procedures directed at encouraging real world use of the application.

Performance Testing

Stress testing tools will be used to look for failures related to the number of concurrent users on a single process, concurrent users on two or more different processes attacking the same records, and repeatedly running the same process. Performance testing addresses individual processes under production conditions (database load and user load) to identify unacceptable response time. The database load is retained and the stress testing tools are used to simulate user load on a number of processes concurrently but the performance test is then done by individual testing against specific processes while the load conditions exist.

Roll Out

During this phase, the contractor will participate in the phased rollout of the system. This will include rolling out groups of counties per the approved work plan. Genesis Help Desk will conduct the initial installation/access via phone to remote users. Contact information for remote users will be supplied by the State to the Help Desk staff. The Genesis Help Desk Staff will then assist the remote sites in accessing the software. Genesis Help Desk staff will verify the successful installation of remote users and provide the state with installation status reports.

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The Contractor must be able to staff a project team, headed by a single point of contact Project Manager, which possesses talent and expertise in the area of developing live birth reporting systems that improve the efficiency of hospital reporting and effectively satisfy State and Federal requirements for such reporting. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. The Contractor must include a role and responsibilities table (for staff who are dedicated more than 20% of time to the project) that outlines all of their team's roles to be involved in this project. Identify by name



individuals that are to be designated as Key Personnel and describe in detail their roles and responsibilities. Identify where these personnel will be physically located during the time they are engaged in the work.

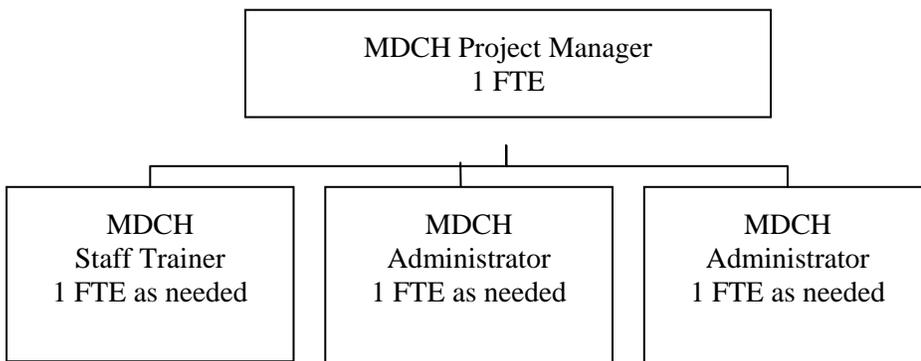
Participating staff must remain onsite for the completion of Requirements Analysis and for two days during development of the Implementation Plan. They also must to be onsite for System Testing and Implementation. Contractor location during the remainder of the project is negotiable.

See Article 1, Attachment B for a description of the roles and responsibilities of the key positions.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

Linda Myers, Deputy Division Administrator, Health Systems, DCH Systems Development will be the single point of contact Project Manager for the State of Michigan.

The following matrix identifies the number of DCH staff that will be required to during the project.



1.203 RESERVED

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT

I. Project Control

a. The Contractor will carry out this project under the direction and control of the Michigan Department of Information Technology (DIT)/Michigan Department of Community Health (DCH).

b. Although there will be continuous liaison with the Contractor’s team, the DIT/DCH project managers will meet monthly, at a minimum, with the Contractor’s project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise. Meetings will be in the form of on site meetings in Michigan as well as by teleconference as mutually agreed by the parties.

c. Status Meetings attendance, agendas, and minutes: Scheduled meetings will include, at a minimum, the Contractor’s Project Manager and the customer’s Project Manager. Two (2) days prior to each meeting it will be the responsibility of the Contractor Project Manager based on previous days' discussion with the customer’s Project Manager to decide what other members of any team should be included in the meeting. The Contractor Project Manager prior to each meeting will distribute a preset agenda. At a minimum, the Contractor will submit brief written monthly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency’s project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services. As a final step in preparation for each meeting, the



Contractor Project manager will maintain an ongoing open issue log that will be used to facilitate discussion during the meeting.

d. Within five (5) working days of the award of the Contract, the Contractor will submit to the DIT/DCH project managers for final approval a work plan. This final implementation plan must be in agreement with section IV-C subsection 2 as proposed by the bidder and accepted by the State for Contract, and must include the following:

- (l) The Contractor's project organizational structure.
 - (1) The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - (2) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
 - (3) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

The contractor will manage the project in accordance with the PMBOK® (Project Management Body of Knowledge from the Project Management Institute) and the state's Project Management Methodology (PMM). Methodology is available at www.michigan.gov/projectmanagement. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. In addition, the Contractor shall use automated project management tools, as reasonably necessary, in order to perform the cited Services, which shall include, through the end of the Contract, the capability to produce:

- (a) Staffing tables with names of personnel assigned to Contract tasks.
- (b) Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) calendar days, updated semi-monthly). Updates must include actual time spent on each task and a revised estimate to complete.
- (c) Graphs showing critical events, dependencies and decision points during the course of the Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such standard is described with reasonable detail in the Statement of Work.
- (d) Provide the State with clearly written processes for managing updates to the software during and after the implementation of the system.
- (e) Contractor will be responsible for the leading and managing of end user testing as specified by the Statement of Work (SOW).

The Contractors high level approach to successful project management of an IT project with considerable scope and size is accomplished by the following methodologies and tools:

Appropriate Staffing: The Contractor will use a team of employees in combination with those client resources that are deemed necessary to produce all scheduled tasks within the project plan. Team members have significant



experience in the design and implementation of vital event based systems. Additional details about our approach to staffing can be found in Article 1, Attachment B Organizational Chart.

Project Communication: Communication begins with the Contractor Project Manager and the customer Project Manager. The communication is predicated on the fact that both managers understand the industry and can envision the technical processes and solutions. The managers will serve as the interface between their respective organization and other parts of the team. An open two-way communication is an imperative that will ultimately lead to a successful implementation. Communication is not limited to verbal but also includes documentation to confirm what has been communicated.

Status Meetings attendance, agendas, and minutes: Scheduled meetings will include, at a minimum, the Contractor Project Manager and the customer's Project Manager. Two (2) days prior to each meeting it will be the responsibility of the Contractor Project Manager based on previous days' discussion with the customer's Project Manager to decide what other members of any team should be included in the meeting. The Contractor Project Manager prior to each meeting will distribute a preset agenda. At a minimum, the agenda will include a summary of the past week activities and a summary of the goals that must be met during the forthcoming week. As a final step in preparation for each meeting, the Contractor Project manager will maintain an ongoing open issue log that will be used to facilitate discussion during the meeting.

Status Reports: The Contractor Project Manager will provide scheduled status reports. The status reports will include:

- Any problems encountered and their disposition
- Testing results
- Deadline analysis
- Open issue log
- Detail plan for the next month's activities
- A completion status
- Complete activities during the month
- Plans for activities for the next month
- Deliverable status
- Problems encountered and proposed/actual resolution
- Testing status and test results
- Proposed changes to the project work plan

Risk Management Process: Throughout the lifecycle of the project, the Contractor will continuously review and evaluate the Risk Management Plan.

Change Control Process: Contractor adheres to a scope change control methodology.

Scheduling Tools: Microsoft Project is used to create the project plan, determine tasks and assign resources.

Web enabled issues log and bug tracking tool: The issues log contains a summary of all issues and is used to view open issues and make sure that a resolution is proceeding.

Action Item Log: This log is used to keep track of the action items and ensure that they are completed in the future by the agreed upon responsible party and due date.



Formal acceptance process for all milestones and deliverables: Formal acceptance indicates mutual agreement by the contractor and the client concerning content of scheduled deliverables throughout the life cycle of the project

1.302 REPORTS

Weekly reports will include a narrative to explain problems experienced in the period, recommendations for change to the project plan and any comments the Contractor may have.

Reporting formats need to be submitted to the State for approval within twenty (20) business days after the effective date of this contract. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract. The contractor shall submit weekly reports using the agreed upon format. Additionally, within twenty (20) business days after the effective date of this contract, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda prior to the meeting(s).

Status Meetings attendance, agendas, and minutes: Scheduled meetings will include, at a minimum, the contractor's Project Manager and the customer's Project Manager. Two (2) days prior to each meeting it will be the responsibility of the contractor's Project Manager based on previous days' discussion with the customer's Project Manager to decide what other members of any team should be included in the meeting. The contractor's Project Manager prior to each meeting will distribute a preset agenda. At a minimum, the agenda will include a summary of the past week activities and a summary of the goals that must be met during the forthcoming week. As a final step in preparation for each meeting, the contractor's Project manager will maintain an ongoing open issue log that will be used to facilitate discussion during the meeting.

Status Reports: The contractor's Project Manager will provide scheduled status reports.

The status reports will include:

- Any problems encountered and their disposition
- Testing results
- Deadline analysis
- Open issue log
- Detail plan for the next month's activities
- A completion status
- Complete activities during the month
- Plans for activities for the next month
- Deliverable status
- Problems encountered and proposed/actual resolution
- Testing status and test results
- Proposed changes to the project work plan



1.4 Project Management

1.401 ISSUE MANAGEMENT

If there are disagreements during the Contractual period, the State's Project Managers will bring the matter to the attention of the Contractor's project manager. If resolution cannot be agreed upon, the Contract Administrator, with final resolution to be determined by the Director of Acquisition Services, will then address the issue. The Contractor agrees to keep a problem resolution log that he/she will provide to the State's Project Managers/contract administrator on a monthly basis.

Issues are those things that endanger the project and/or cost the project 2 days or more in resource time or in the timeline. It includes imminent threats and events that may have already occurred.

Contractor shall maintain an issue log for the project. The issue management log must be communicated to the State's Project Managers, which could include weekly email notifications and updates as well as be electronically accessible at all times. The issue log must be updated weekly and must have the following elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resolution date
- Resolution description

The contractor will work in concert with the Contract Administrator at the onset of the project to develop an Issue Management Plan. The plan is designed to address the process of reporting and tracking issues that are identified during the design, testing, and implementation of the system.

Issues with the system could be identified by both the Contract Administrator and the contractor's team members during the development, testing, and implementation phases of the project. It is vital to the streamlining of the issue management process that all potential issues are identified as defects or concerns and not change requests or items that are outside of the current scope of the project.

In most cases, identified issues can be resolved through interaction between the contractor's Project Management Team and the State Project Management Team. This resolution will be achieved through Project Status meetings and side bar meetings where necessary.

Level One Escalation: There may be cases when additional information or guidance is required for an issue. If this is the case, the Project Management Team members are able to escalate the issue to the individuals that are directly above them in their respective reporting structure. If resolution is obtained from consulting these individuals, the issue will be successfully resolved, with the information being passed down to the Project Management Team and distributed to the appropriate project team members.

Level Two Escalation: Occasionally, there will be times where the Level One Escalation team will not be able to successfully resolve an issue. These cases will be escalated to the Level Two Escalation team. Issues that are escalated to this level are project critical issues that require immediate attention. Generally involved in the resolution of these types of issues are the Director of Acquisition Services and high-level contractor Management. The probability of problem escalation to this level is low.

The Contract Administrator and contractor Project Management will clarify items that are not clearly defects with the project. These items would be processed through the established processes that are documented in the Change Management Plan.



The contractor's Development Team members utilize the Genesis Project Log to track feedback from internal testing staff as well as external stakeholders. The contractor utilizes a web based Project Log to record project defects and concerns throughout the life of the project.

Contract Administrator users will be granted access to enter, edit, and update items in the project log, as well as receive feedback from the contractor's team. A minimal number of users be granted entry, edit and update access. This reduces the opportunity for users to create cases that are not actual issues or concerns, but 'opinions' that may not be within the current scope of the project.

The Project Log is accessible through any standard Web Browser and will require a user name and password to access. The contractor's Project Manager monitors all entries in the Project Log on a regular basis

Review and discussion of open issues will be conducted during scheduled semi-monthly project status meetings. During these meetings, both the contractor and Contract Administrator staff members will be able to request additional information regarding an issue, further clarify an issue as defined, or request that an issue be closed pending a future change request. The contractor will work with Contract Administrator staff members to formulate a recommended approach to the resolution of the issue.

1.402 RISK MANAGEMENT

Timeline for completion of project by due date will be monitored by the DCH/DIT project managers on a monthly basis. Failure to meet project deadlines may result in non-compliance with new federal standards for live birth and fetal death reporting.

Risk and Issues are not the same. Risks are those things that you can assume or anticipate in a project. Issues are imminent threats or things that have already occurred. The contractor will monitor risks associated with this scope of work throughout the duration of the contract.

Contractor must create a risk management plan for the project. A risk management plan format will be submitted to the State for approval within twenty (20) business days after the effective date of this contract. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated weekly. The risk management plan will be developed in accordance with the State's PMM methodology and the PMBOK® (Project Management Institute).

The contractor will employ the following steps at the commencement and throughout the life cycle of the project with regard to risk management:

1. Identification of possible events or circumstances that can have negative influences on the project (i.e. missed deliverables, staffing changes, natural disasters, etc.)
2. Assessment of the potential severity of loss, including consequences in terms of schedule impact, due to the identified risk and the probability of occurrence.
3. Assignment of one of the following actions to the identified risk:
 - Risk Avoidance: Not performing the identified risk.
 - Risk Reduction: Formulating a solution or process that reduces the severity of loss due to the identified risk
 - Risk Retention: Acceptance of the loss due to the identified risk.
4. Execution of the planned method for mitigating the identified risk.
5. Continuous review and evaluation of the Risk Management Plan, including Lessons Learned in previous and concurrent projects.



Additionally, the contractor's Risk Manager maintains a live project risk database, which each team member may access in order to report potential risk factors. The database contains the following attributes:

- Opening Date
- Title
- Short Description
- Probability
- Importance

1.403 CHANGE MANAGEMENT

This contract may be modified, provided that any changes proposed by either party are requested in writing and mutually agreed to by the official representative of the contractor shown in the contract(s) and DIT/DCH contract administrator. The request is not valid until all parties sign it, and Acquisition Services issues a Contract Change Notice.

The following provides a detailed process to follow if a change to this Statement of Work (SOW) is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- The contractor's Project Manager and the State will review the proposed change and approve it for further investigation or reject it. Contractor will specify any charges for such investigation. If the investigation is authorized, the State and the contractor will sign the PCR, which will constitute approval for the investigation charges. (The timing of signature by the State Project Manager will be in accordance with the State's Administrative Board or other applicable approval process). Contractor will invoice the State for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.

A written Change Authorization and/or Project Change Request (PCR) must be signed by both parties to authorize implementation of the investigated changes. Change Authorizations and/or Project Changes Request (PCR) will be processed through the state's Acquisition Services Office.

If a proposed contract change is approved by the Contract Compliance Inspector, the Contract Compliance Inspector will submit a request for change to the Department of Management and Budget, Acquisition Services Buyer, who will make recommendations to the Director of Acquisition Services regarding ultimate approval/disapproval of change request. If the DMB Acquisition Services Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Acquisition Services Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Office of Acquisition Services, risk non-payment for the out-of-scope/pricing products and/or services.**

The contractor will employ the following project scope change (IT change management) procedures in order to manage any issue that will affect the scope of the project in any way:

1. Identification and documentation of potential scope change requests from any project team member or stakeholder.
2. The contractor's project manager in concert with the client's project manager will review the change request in order to determine the impact of the requested change to the overall system, timeline and cost. For change



requests that are associated with additional cost, the contractor's project manager will provide a quote to the client.

3. Project Change Requests (PCR's) will be marked as approved or closed. Approved change requests will be documented and are subject to a formal acceptance process that will require sign off by both parties.
4. For approved change requests, the Detailed System Design Documents are updated and the appropriate activities are added to the work plan to ensure the change is implemented.
5. The scope change status and resolution are communicated to project team members and other appropriate stakeholders.

1.5 Acceptance

1.501 CRITERIA

The following deliverable milestones provided under this statement of work are the criteria for acceptance. The contractor must provide the deliverables on the date agreed to in the approved project plan, or any authorized amendment of the project plan:

- Deliverable 1
 - Software Customization
 - Uploading of Legacy Data
 - Provide contractors to accomplish system integration
 - Provide System Documentation, User Manuals, Training Materials, and Prototype software
 - Complete Application System Testing and Implementation
1. The contractor will provide a Deliverable Signoff form to the State's Project Managers.
 2. The State's Project Managers will verify the completeness of the deliverables based on the contract requirements, service request and associated approved documents.
 3. If the State's Project Managers determine the deliverable to be complete, the State's Project Managers will request authorization from the Project Steering Committee and provide acceptance authorization to the contractor. The Project Steering Committee will meet bi-weekly and consist of representatives of the DCH business area, project stakeholders, DIT project staff, contractor project staff, and other invested participants as appropriate.
If the State's Project Managers determine the deliverable to be incomplete, the State's Project Managers will document why the deliverable is incomplete and provide the denial to the contractor.

The acceptance process will be managed according to MCDH/MDIT Criteria for Acceptance in line with the project work plan schedule for the deliverables described above. Incremental deliverables, which build toward the final complete application, are created to be individually testable. This function will allow the State, upon completion to test the presented deliverable and State's Project Managers' approval, to release payment.

The Project Work Plan will contain specific milestone deliverables and payments will be made upon delivery to the State. Coding Complete occurs when the Contractor supplies a signed certification that the task has been accomplished.

Contractor is willing to accommodate amendments made under the section *2.106 Change Requests*.

1.502 FINAL ACCEPTANCE

Final Acceptance is when the project is completed and functions according to the requirements. Any intermediate acceptance of sub-deliverables does not complete the requirement of Final Acceptance. Final acceptance of deliverable is by DCH Business Manager. The State's Project Managers will verify the completeness of the project based on the contract requirements, service request(s) and associated approved documents.



- Contractor shall deliver an end-to-end testing plan for the system.
- Contractor must conduct an end-to-end testing of the system.
- All errors found as a result of the testing must be corrected.
- All deliverables listed in the Statement of Work will be delivered.
- All end user testing listed in the Statement of Work will be completed.

Once MCDH/MDIT is in receipt of and has accepted all deliverables included in this proposal and/or included via amendment to the subsequent contract final acceptance will be issued.

1.6 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

All invoices should reflect actual work done as related to specific tasks. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the contractor after the proposed Contract Agreement has been signed and accepted by both the contractor and the Director of Acquisition Services, Department of Management & Budget. This activity will occur only upon the specific written direction from Acquisition Services. All payments will be based upon satisfactory performance of the contractor.

- Payments will be made upon acceptance of the milestone deliverables listed in Article 1, Attachment A or other deliverables as may be otherwise agreed to by the State of Michigan

Invoices for development will be sent to the MCHD/MDIT as specific interim tasks within each deliverable are accomplished in accordance with the project plan and terms as per mutual agreement between the contractor and Michigan Director of Purchasing, Department of Management & Budget. Invoices for support are an annual amount and are payable upon the initiation of the support period.

1.7 Additional Terms and Conditions Specific to this SOW

1.701 RESERVED



Contractor Reference Form #1

CONTRACTOR REFERENCE FORM #1: South Carolina Department of Health and Environmental Control

COMPANY NAME:	Genesis Systems, Inc.	
Identify role company will have for this RFP project (check one).		
Prime Contractor	Subcontractor	
Client Name: South Carolina Department of Health and Environmental Control		
Project Name: South Carolina Vital Records and Statistics Integrated Information System (SC VRSIIS)		
Primary Contact Information:	Alternate Contact Information:	
<i>Name:</i> Murray (Buddy) Hudson <i>Street Address:</i> Biostatistics and Spatial Information Center <i>City:</i> Columbia <i>State:</i> SC <i>Zip:</i> 29201 <i>Phone, including area code:</i> 803-898-4414 <i>Facsimile, including area code:</i> 803 - 898- 3722 <i>Email address:</i> hudsonmb@dhec.sc.gov	<i>Name:</i> Guang Zhao, PhD <i>Street Address:</i> same <i>City:</i> same <i>State:</i> same <i>Zip:</i> same <i>Phone, including area code:</i> same <i>Facsimile, including area code:</i> same <i>Email address:</i> zhaog@dhec.sc.gov	
Description of client:	The South Carolina Department of Health and Environmental Control is a State Government Center.	
Brief description of the project/contract:	The South Carolina Vital Records and Statistical Integrated Information System (SC VRSIIS) is an ongoing phased project involving delivery of a suite of Web-enabled and Web-Based applications, including the following modules: Live Birth Registration, Customer Service, Fetal Death, Death, Marriage, Divorce and ITOPS. Genesis Systems created SC VRSIIS to meet all vital statistics operational needs for vital record processing; Accounting for either direct (API Calls) or indirect (import/export) interfaces to other stakeholders' systems and processes; Meeting the department's statistical and financial system requirements; Including security to protect public information; Providing a partnership that allows for joint project planning and management; Including complete end user documentation in electronic and printed format; Providing a path for future growth and expansion; Accounting for parallel or dual-processing testing; Including an implementation plan and provided assistance throughout the processes; Accounting for end-user training processes not only during implementation but also in support of future turnover; and Focusing effort on continued support for both the present and years to come.	
Project/contract start date:	January 1, 2004	
Project/contract end date:	September 30, 2010	
Length of project/contract:	6 years, 9 months	
Project/contract value:	\$ 1,696,496.00	
Contractor's management personnel/key personnel on the project/contract:	Tom Reese (Project Management); Oleg (Lead Programmer); Jim Weller (Lead Programmer); Tara Quigley (Documentation); Amy Rhodes (Quality Assurance); Annachristine Hoover (Training)	
Size and complexity of the project/contract:	When all modules are released, the project will encompass 50	



CONTRACTOR REFERENCE FORM #1: South Carolina Department of Health and Environmental Control

	<p>birthing hospitals, 40 non-delivering hospitals, 500 funeral homes, 180 nursing homes, 2 medical examiners, 46 county coroners, 46 Deputy County Registrars and over 8,000 physicians.</p>
<p>Description of services performed:</p>	<p>Genesis Systems developed the SC VRSIIS system as requested by the South Carolina Department of Health and Environmental Control. The SC VRSIIS meets the following functional requirements: Multiple release point event registration; Affidavits of paternity; Correction processing to include paternitys, legitimations, adoptions, and amendments; Certified copy issuance including tracking of issuance and requestors; Fee collection and processing; Data import and export Data reporting either standard or Ad Hoc; Templates for query letters to various entities; Inventory and supply ordering; and GIS Integration with Geo-Coding module.</p> <p>SC VRSIIS was built with a combination of web-based technologies developed in Microsoft Visual Basic 6.0, XML, HTML, and JAVA. The system utilizes a Microsoft SQL Database to store all data elements. All aspects of the SC VRSIIS solution use technology that has been proven in other similar projects or been known and verified as proven technology on an industry wide basis.</p> <p>Birth Registration and Customer Service was delivered to SC DHEC and is currently in production. Death Registration back office is currently in production, while front-end Death Registration is currently in development. Fetal Death, Marriage, Divorce and ITOPS are still to be completed as other phases of the project complete.</p>



Contractor Reference Form #2

CONTRACTOR REFERENCE FORM #2: Texas Department of Health

COMPANY NAME: Genesis Systems, Inc.	
Identify role company will have for this RFP project (check one).	
Prime Contractor	Subcontractor
Client Name: Texas Department of Health	
Project Name: TX Electronic Registrar	
Primary Contact Information: <i>Name:</i> Del Randall <i>Street Address:</i> 1100 West 49th Street, Warehouse Facility Building W-239 <i>City:</i> Austin <i>State:</i> TX <i>Zip:</i> 78756 <i>Phone, including area code:</i> 512-458-7111 ext. 3546 <i>Facsimile, including area code:</i> 512 -458-7227 <i>Email address:</i> Del.randall@tdh.state.tx.us	Alternate Contact Information: <i>Name:</i> <i>Street Address:</i> <i>City:</i> <i>State:</i> <i>Zip:</i> <i>Phone, including area code:</i> <i>Facsimile, including area code:</i> <i>Email address:</i>
Description of client:	The Texas Department of Health is a State Center.
Brief description of the project/contract:	The Electronic Registrar solution is a modular Web Based solution providing a method to register births, deaths, fetal deaths, marriage, and divorce events. Genesis Systems created Electronic Registrar to meet all vital statistics operational needs for vital record processing; Accounting for either direct (API Calls) or indirect (import/export) interfaces to other stakeholders' systems and processes; Meeting the department's statistical and financial system requirements; Including security to protect public information; Providing a partnership that allows for joint project planning and management; Including complete end user documentation in electronic and printed format; Providing a path for future growth and expansion; Accounting for parallel or dual-processing testing; Including an implementation plan and provided assistance throughout the processes; Accounting for end-user training processes not only during implementation but also in support of future turnover; and Focusing effort on continued support for both the present and years to come.
Project/contract start date:	March 2004
Project/contract end date:	October 31, 2008
Length of project/contract:	4 years, 6 months (includes extended support)
Project/contract value:	\$ 779,162.00
Contractor's management personnel/key personnel on the project/contract:	Tom Reese (Project Manager), Tara Quigley (Documentation), Alex Farbman (Lead Programmer), Tom Young (Database Administrator)
Size and complexity of the project/contract:	The Electronic Registrar system is deployed in 300 facilities and 500 registrar and State offices.
Description of services performed:	Genesis provided this Internet based system that is more efficient, cost effective, and flexible while simultaneously guaranteeing the integrity of vital statistics information. These functions include: the quality of data captured, timeliness of producing required output, complete data integrity, guaranteed customer service with respect to issuance of certified copies



CONTRACTOR REFERENCE FORM #2: Texas Department of Health

	<p>(including integrated accounting) and information requests, and a general improvement in processing efficiency such as tracking documents, reporting and workflow.</p> <p>The Electronic Registrar system is a combination of web-based technologies developed in Microsoft Visual Basic 6.0, XML, HTML, and JAVA. The system utilizes an Oracle 9i database to store all data elements.</p> <p>Birth Registration and Customer Service was delivered to TX DOH and is currently in production. Death Registration is currently in development and design.</p> <p>During this project Genesis expanded the Paper Inventory Shipping Functionality, further developed the Unresolved Field List, and implemented the Top of the Screen Help. Each of these features makes the application more user friendly and streamlined.</p>
<p>Was project/contract completed in time originally allotted, and if not, why not?</p>	<p>Yes – This is a phased project so various phases have completed as scheduled and communicated with TX DOH.</p>
<p>Was project/contract completed within or under the original budget/cost proposal, and if not, why not?</p>	<p>N/A, contractual requirement set through the RFP process.</p>



Contractor Reference Form #3

CONTRACTOR REFERENCE FORM #3: Rhode Island Department of Health

COMPANY NAME:	Genesis Systems, Inc.	
Identify role company will have for this RFP project (check one).		
Prime Contractor	Subcontractor	
Client Name: Rhode Island Department of Health		
Project Name: Rhode Island VR2000		
Primary Contact Information: Name: Colleen Fontana Street Address: 2 Capital Hill City: Providence State: RI Zip: 02908 Phone, including area code: 401-222-3364 Facsimile, including area code: 401-222-4393 Email address: colleenf@doh.state.ri.us	Alternate Contact Information: Name: Street Address: City: State: Zip: Phone, including area code: Facsimile, including area code: Email address:	
Description of client:	The Rhode Island Department of Health is a State Government Center.	
Brief description of the project/contract:	The VR2000 solution is a modular Web Based solution providing a method to register births events. Genesis Systems created Electronic Registrar to meet all vital statistics operational needs for vital record processing; Accounting for either direct (API Calls) or indirect (import/export) interfaces to other stakeholders' systems and processes; Meeting the department's statistical and financial system requirements; Including security to protect public information; Providing a partnership that allows for joint project planning and management; Including complete end user documentation in electronic and printed format; Providing a path for future growth and expansion; Accounting for parallel or dual-processing testing; Including an implementation plan and provided assistance throughout the processes; Accounting for end-user training processes not only during implementation but also in support of future turnover; and Focusing effort on continued support for both the present and years to come.	
Project/contract start date:	January 2000	
Project/contract end date:	July 31, 2005	
Length of project/contract:	5 years, 7 months (includes extended support)	
Project/contract value:	\$ 668,380.00	
Contractor's management personnel/key personnel on the project/contract:	Tom Reese, Gary Feddock (Project Manager); Tom Young (Database Administrator); Alexis Cox (Documentation); Amy Rhodes (Quality Assurance)	
Size and complexity of the project/contract:	The VR2000 solution is used in 47 towns and hospitals with over 100 users.	
Description of services performed:	Genesis developed a three-tier web based solution with complete version control. This system has streamlined the exchange and utilization of information between the Rhode Island Department of Health and its partner/providers and other government Center customers. Genesis also developed a module to allow Rhode Island to make data collection from	



CONTRACTOR REFERENCE FORM #3: Rhode Island Department of Health

	<p>Hospitals, State Agencies, and the Visiting Nurse Association unified and efficient.</p> <p>The VR2000 system is a combination of web-based technologies developed in Microsoft Visual Basic 6.0, XML, HTML, and JAVA. The system utilizes a Microsoft SQL server database to store all data elements. The VR2000 system includes both a production and demonstration/training database.</p> <p>The Birth Modules- Labor and Delivery, Registration, and Level One, as well as, Customer Service were delivered to RI DOH and is currently in production.</p> <p>Genesis Systems gained valuable experience integrating three separate modules into one fully integrated Birth Registration System, complete with Labor and Delivery, Level One or Newborn Screening and normal Birth Registration. Also within this project, Genesis developed a thin client SSA Verification website, which allows SSA to interact with the Department of Health database and verify birth certificates on the system.</p>
<p>Was project/contract completed in time originally allotted, and if not, why not?</p>	<p>Yes – This is a phased project so various phases have completed as scheduled and communicated with RI DOH.</p>
<p>Was project/contract completed within or under the original budget/cost proposal, and if not, why not?</p>	<p>N/A - contractual requirement set through the RFP process.</p>



Article 1, Attachment A
Pricing

Work Plan Line Item	Milestone	Due Date	Price
1	Contract Start Date	11/1/05	
<i>Project Management</i>			
45	Genesis Delivers First Draft of Status Report Format	11/28/05	
48	Genesis Delivers Final Version of Status Report Format	11/30/05	
107	Genesis Delivers Issue Management Form	11/28/05	
166	Genesis Delivers Initial Risk Management Plan	11/28/05	
169	Genesis Delivers Updated Version of Risk Management Plan	11/30/05	
178	Genesis Delivers Initial Change Management Plan	12/12/05	
<i>Deliverable 1</i>			
227	Initial Requirements Document: Genesis Delivers Facility Requirements Registration Document	11/22/05	\$ 45,906.00
232	Initial Requirements Document: Genesis Delivers Back Office Requirements Document	11/29/05	\$ 45,906.00
237	Subsequent Requirements: Genesis Delivers Facility Requirements Registration Document	11/28/05	\$ -
241	Subsequent Requirements: Genesis Delivers Back Office Requirements Document	12/5/05	\$ -
246	Final Requirements: Genesis Delivers Facility Requirements Registration Document	12/1/05	\$ -
248	Final Requirements: State Steering Committee Signs-off on Facility Requirements Registration Document	12/8/05	\$ -
251	Final Requirements: Genesis Delivers Back Office Requirements Document	12/8/05	\$ -
253	Final Requirements: State Steering Committee Signs-off on Back Office Requirements Document	12/15/05	\$ -
257	Genesis Delivers First Draft of Implementation Plan	11/22/05	\$ 10,202.29
259	Genesis Delivers Final Version of Implementation Plan	11/25/05	\$ -
<i>Deliverable 2 - Software Development</i>			
269	Genesis Delivers Live Birth Prototype Document-GUI Screens	12/28/05	\$ 31,894.00
270	Live Birth Coding Complete	2/24/06	\$ 51,828.00
282	Genesis Delivers Paternity Prototype Document-GUI Screens	1/5/06	\$ 31,894.00



Work Plan Line Item	Milestone	Due Date	Price
283	Paternity Coding Complete	1/19/06	\$ 31,894.00
295	Genesis Delivers Fetal Death Prototype Document-GUI Screens	1/11/06	\$ 31,894.00
296	Fetal Death Coding Complete	2/15/06	\$ 51,828.00
308	Genesis Delivers Birth Defects Prototype Document-GUI Screens	1/18/2006	\$ 31,894.00
309	Birth Defects Coding Complete	2/22/2006	\$ 51,828.00
321	Genesis Delivers Immunizations of Newborns Prototype Document-GUI Screens	1/17/06	\$ 39,868.00
322	Immunizations of Newborns Coding Complete	2/27/06	\$ -
334	Genesis Delivers Newborn Hearing Screening Prototype Document-GUI Screens	1/27/06	\$ 23,921.00
335	Newborn Hearing Screening Coding Complete	2/17/2006	\$ -
347	Genesis Delivers State Processing Prototype Document-GUI Screens	3/6/06	\$ 19,937.17
348	State Processing Coding Complete	4/3/06	\$ -
<i>Deliverable 3 - Uploading of Legacy Data</i>			
363	Conversion Plan: Genesis Delivers First Draft of Document	2/24/06	\$ -
366	Conversion Plan: Genesis Delivers Final Version of Conversion Document	3/2/2006	\$ -
369	Genesis Delivers Conversion File Layout	3/16/06	\$ 41,844.00
377	Genesis Delivers Conversion Utility	4/10/06	\$ 4,648.90
<i>Deliverable 4 - Provide Contractors to Accomplish Systems Integration</i>			
388	General File Extract: Genesis Delivers Extract - Layout File Format	4/24/06	\$ 32,434.00
411	Genesis Installs for Acceptance	6/1/06	\$ 3,603.72
<i>Deliverable 5 - Provide System Documentation, User Manuals, Training Materials and Prototype Software</i>			
421	Genesis Delivers First Draft of Facility Registration System Documentation	5/12/06	\$ 14,673.00
424	Genesis Delivers Final Version of Facility Registration System Documentation	9/25/06	\$ -
427	Genesis Delivers First Draft of State Processing System Documentation	5/12/06	\$ 14,673.00
430	Genesis Delivers Final Version of State Processing System Documentation	9/25/06	\$ -



Work Plan Line Item	Milestone	Due Date	Price
434	Genesis Delivers First Draft of On Line Help	5/12/06	\$ 5,869.00
437	Genesis Delivers Final Version of On Line Help Content	9/25/06	\$ -
440	Genesis Delivers First Draft on Facility User Manual	5/12/06	\$ 5,869.00
443	Genesis Delivers Final Version of Facility User Manual	9/25/06	\$ -
446	Genesis Delivers First Draft on State User Manual	5/12/06	\$ 5,869.00
449	Genesis Delivers Final Version of State User Manual	9/25/06	\$ -
455	Genesis Delivers First Draft Training Plan and Schedule	4/10/06	\$ 11,737.62
458	Genesis Delivers Final Version of Training Plan and Schedule	4/26/06	\$ -
6. Deliverable 6 - Complete Application System Testing and Implementation			
471	Genesis Installs State Processing Module for Acceptance Testing-Milestone	5/14/06	\$ 38,811.00
479	Genesis Installs Facility Registration Module for Acceptance Testing-Milestone	5/15/06	\$ 38,811.00
483	DIT/DCH Signs Off on Acceptance Test	6/23/06	\$ -
491	Genesis Installs and Trains Beta Sites-Milestone	9/4/06	\$ 9,703.00
496	DIT/DCH Signs off on Facility Registration Module	10/27/06	\$ 9,701.30
Total Contract Price			\$ 738,942

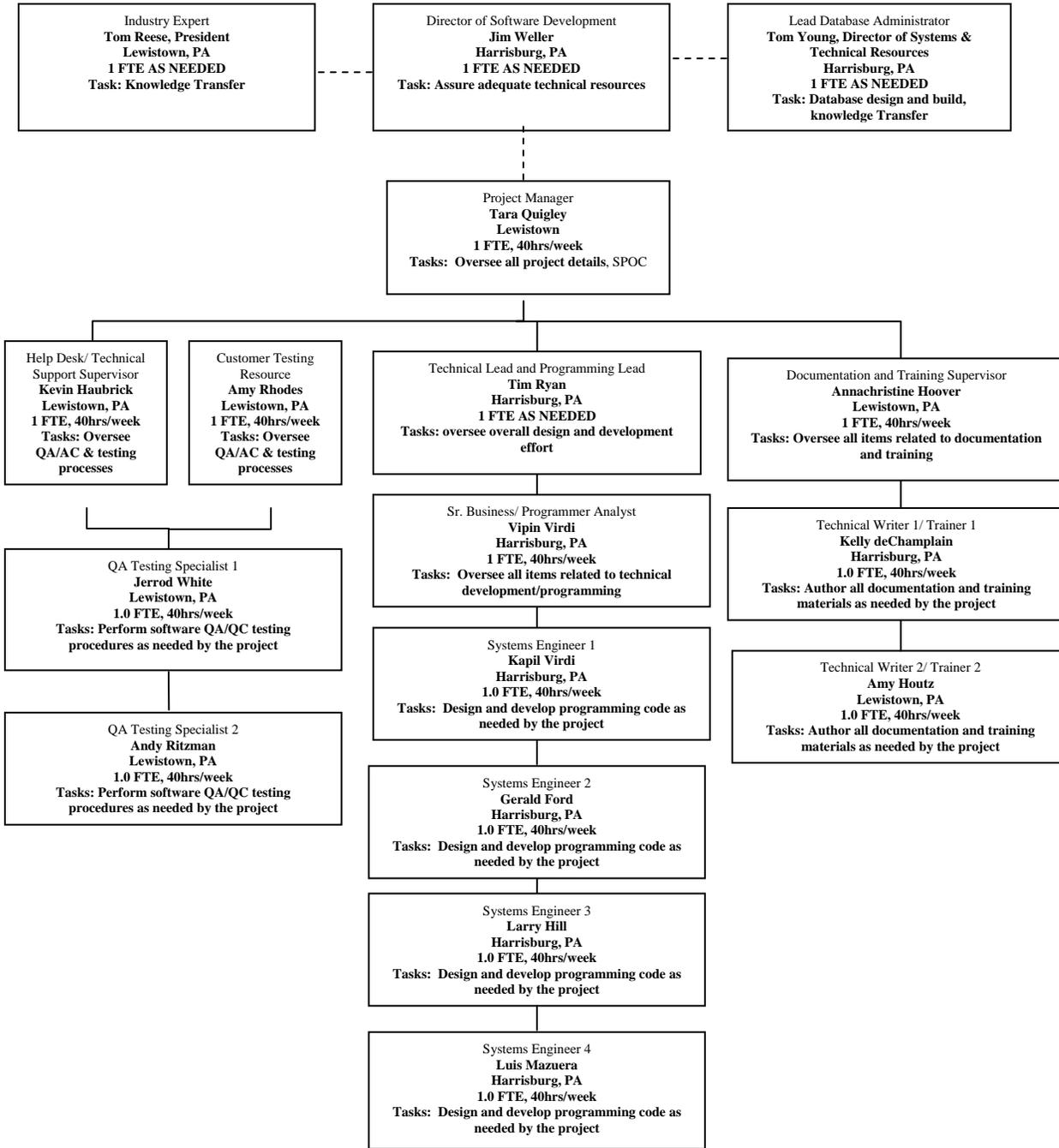
	Warranty Continuation and Support- *Silver Plan, **Tier 1NB	Year 1	\$ 140,000.00
	Warranty Continuation and Support- *Silver Plan, **Tier 1NB	Year 2	\$ 140,000.00
	Warranty Continuation and Support- *Silver Plan, **Tier 1NB	Year 3	\$ 140,000.00
	Warranty Continuation and Support- *Silver Plan, **Tier 1NB	Year 4	\$ 140,000.00
	Warranty Continuation and Support - *Silver Plan, **Tier 1NB	Year 5	\$ 140,000.00
Total For 5 Years of Warranty Continuation and support			\$ 700,000.00

***SILVER PLAN** – Unlimited 24/5-business day telephone support of GENESIS supplied software as described herein including functional corrections and performance corrections. Incoming calls between 9:00 AM and 7:00 PM Eastern Standard Time during the business day period are answered directly by a technical support specialist. After hours, our on call support specialist responds to calls within 2 hours of the original call. Technical support, or programmers or systems analyst or database administrator’s time to perform development and/or coding to resolve reported issues, will be billed at GENESIS current hourly rate. If prepaid hours are available they will be reduced by the actual hours used.

****TIER 1NB** – This level of support is defined as direct calls originating from the customer during state business hours and direct calls originating from the end user of the GENESIS software during state non-business hours and holidays. In this capacity, the customer will take direct calls from the end user of the GENESIS software during normal state business hours. GENESIS will take direct calls from the end user only during state non-business hours.



Article 1, Attachment B
Organizational Chart, including Key Personnel



Key personnel who will be assigned to this project include all of those in the above shown organizational chart.



Genesis Staffing Roles and Descriptions

Role	Description
<p>Genesis Project Manager</p>	<p>The first responsibility of the Genesis Project Manager will be to work in conjunction with the customer project manager to assure all requirements of the project are met. Under this responsibility fall the tasks of assigning and monitoring resources as well as project scheduling. If at any time during the project any aspect of the project becomes in jeopardy of not being met (defined as project creep), it will be the responsibility of the project manager to resolve those issues and to communicate appropriately to the customer.</p> <p>The role of the project manger also includes the preparation and running of all JAD sessions. This includes providing agendas prior to the JAD sessions and coordinating necessary industry experts with the customer project manager. At Genesis, communication is believed to be a very important part of every project. As such, the project manager will be responsible for project reporting. Throughout the entire life of the contract, project reporting will play a major role in assuring that both the contractor's completion dates and customer's expectations are being met. In terms of our Gantt chart, this is displayed as a continuous task that begins in the project initiation and runs through the final phase of implementation. Weekly meetings, weekly status and monthly status reports are the three main tasks associated with project reporting.</p> <p>The weekly meeting will include at a minimum the Genesis Project Manager and the customer Project Manager. Prior to each meeting, it will be the responsibility of the Genesis Project Manager, based on previous discussions with the customer project manager, to decide if additional staff members should be included in the meeting. Prior to each meeting the Genesis Project Manager will prepare and distribute a meeting agenda. At a minimum, the agenda will include a summary of the past weeks activities and a summary of the goals that must be met during the forthcoming week. As a final step in preparation for each meeting, the Genesis Project manager will maintain an ongoing open issue log that will be used to facilitate discussion during the meeting. Another major responsibility of the project manager is to oversee quality assurance.</p>
<p>Genesis Industry Expert</p>	<p>The Genesis Industry Expert is a resource available to the project team to clarify the nuances of each proposed solution and the business environment of the client.</p>
<p>Genesis Lead Database Administrator</p>	<p>The role of this Genesis resource is in support of all database activities as required by the development team. Although members of the programming team will perform most of the database work, the database administrator will continuously be assessing the decision from a performance, connectivity and relational aspect. This person has a great deal of knowledge not only from a database perspective but also from a vital statistics legal perspective. For example, input from this person will be important when de-normalization is required to</p>



Role	Description
	preserve the legal aspect of the vital records data.
Genesis Technical Lead and Programming Lead	This role includes the management of all programming resources. In this role, the Technical Lead and Programming Lead will head various teams in the configuration and customization (if required) of our core product to meet the necessary software requirements. Additional responsibilities include periodic code reviews to ensure quality and performance. This allows for easier debugging, maintenance and enhancements by all programmers. Authoring of testing documents and checklists from the programmers are also included as part of this role. Our internally developed "BUG" tracking system is used as a valuable tool for documenting, categorizing and prioritizing work requirements. All of these efforts in combination ensure that all project goals are met.
Genesis Documentation and Training Supervisor	This Genesis resource is responsible for all aspects of Technical Writing and Documentation. This includes but is not limited to Training Manuals, Online Help Screens and Test Cases. This person works very close with the Project Manager to assure that all aspects of the product are covered in the software manuals. Much of the training material is also authored by this staff member including user manuals and presentation material for customer based training.
Genesis Trainer	The usual role of this resource is to provide on site train the trainer sessions. For the purposes of this RFP the Genesis Training Specialist will be utilized to conduct all necessary software training.
Genesis Technical Support (Team)	This role includes one or more of our Technical Support / Help Desk staff. The main responsibility of this team is integration testing. However, the benefits of this position are two fold. All Unit Testing, Link Testing and System Testing are generally part of our Coding and Customization process. Integration testing is blended with quality assurance to make sure that every module works the way it was intended to within the large scope of the project. This includes but is not limited to interaction between modules, interaction with help screens, interaction with training manuals and documentation and overall performance of the system. Our testing staff, as outlined in the Staffing Sections, will use the authored testing documents created by the programmers and by the project manager as our general testing guidelines. The technical support manager supervises this test team. It is the duties of the technical support manager to validate that the requirements have been successfully implemented. The other benefit to this type of team approach is that our technical support staff is ramped up to support the product after implementation.
Customer Vital Records Expert	Although industry knowledge is one of Genesis' most valued assets, the customer is the ultimate holder of knowledge pertaining to their own processes, rules and regulations. The role of vital records expert will be to communicate all necessary knowledge to our design team. This knowledge will be used at two critical points within the development cycle. The most critical point is the design phase of the



Role	Description
	<p>project, with the critical point second being the testing phase. During the design phase, the vital records expert will need to participate in various meetings and discussions. Much of this knowledge will be used to configure or customize (if needed) Genesis Systems' core product. During the testing phase the vital records expert will need to validate that all requirements have been met. The person filling this role will need to have knowledge of not only the vital record process but also knowledge of the fee and issuance process as well as all key secondary processes.</p>
<p>Customer Vital Statistics Expert</p>	<p>This team member has the same basic role as that of the vital records experts only on a broader scope. This resource will be required to place much more emphasis on how the vital record data is used after the initial collection and storage. Examples of this include Annual Statistical Reporting and how data sharing occurs among partners.</p>
<p>Customer (IRM) Network/DBA Systems Resource</p>	<p>Although not required, on previous projects Genesis has found it advantageous that a customer's MIS resource be made available to participate in some of the design meetings and to facilitate any of the MIS tasks on the customer's network or database.</p>
<p>Customer Testing Resources</p>	<p>These resources will be needed during both the alpha and beta testing phases for the purposes of acceptance testing. The role of these resources will be to test and provide feedback to the customer project manager. This feedback would then be delivered back to Genesis' programming team for modifications. Genesis invokes both unit testing and systems integration testing throughout the development process. However, the customer's ultimate role here is crucial in determining whether or not Genesis has delivered a product within the software specifications.</p>



Genesis Key Staff Résumé's

Tara Quigley – Project Manager

Title Tara Quigley

Contract role Project Manager

Contract role	Bidder response
Name	Tara Quigley
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mrs. Quigley has been responsible for the overall coordination of project managers, documentation and training personnel to assure that adequate resources are available for the successful completion of all projects.
Define the role and responsibility for this individual as it would relate to this project	Mrs. Quigley will fill the role of project manager.
# Years of previous experience in a comparable role	2 Years
Define the projected time this individual will be devoted to this project	40 hrs/ week
Education/Training/ Certifications	York College of Pennsylvania York, Pennsylvania Bachlor of Science, Mechanical Engineering
References	Murray B. Hudson, M.P.H. (p) 803-898-3718 (f) 803-898-3722 (e) hudsonmb@dhec.sc.gov Del Randall (p) 512-458-7111 ext. 3546 (f) 512-458-7227 (e) Del.Randall@dshs.state.tx.us Wendy Kristin (p) 303-692-2241 (f) 303-691-7704 (e) wendy.kristin@state.co.us
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: South Carolina VRSIIS Mrs. Quigley acted as the Project Manager for the development and design of the Colorado WebEBC System. Within this function, Mrs. Quigley held JAD sessions, created functional specification documents and managed all project work throughout the initial stages of development.



Title Tara Quigley

Contract role Project Manager

	<p>Project 2: Texas WebEBC During the Texas WebEBC project, Mrs. Quigley attended the design meetings and created the functional specification documentation. In order to accomplish this task, she first had to understand all of the functional requirements associated with the web based vital records application. Mrs. Quigley managed the test cases required to ensure that the application met all functional expectations and requirements. She also designed all training materials including user manuals, online help and training exercises and is scheduled to go onsite and lead all train the trainer classes prior to the scheduled system rollout in April 2004.</p> <p>Project 3: Tennessee WinEBC and WinVRS As a Technical Writer on the Tennessee project, Mrs. Quigley was responsible for various aspects of training and documentation. Her responsibilities during this project included authoring two user guides that described the specific functionality of the software and subsequently created online help using RoboHelp. Her training responsibilities included train the trainer sessions with the Tennessee Department of Health and at the various Beta hospital facilities.</p>
<p>Approximate project begin and end dates of each project</p>	<p>Project 1: May, 2003 to April 2004 Project 2: April, 2003 to April 2004 Project 3: September, 2003 to October, 2003</p>
<p>Approximate project cost</p>	<p>Project 1: \$ 1,696,496 Project 2: \$ 779,162 Project 3: \$ 254,000</p>
<p>Define the time devoted to the referenced projects</p>	<p>Project 1: 1y 2 months Project 2: 11 months Project 3: 1 year</p>
<p>Define role and responsibility related to the referenced projects</p>	<p>Project 1: Technical Writer / Trainer Project 2: Technical Writer / Trainer Project 3: Technical Writer / Trainer</p>



James Weller – Technical Manager

Title James Weller
 Director of Software Development

Contract role	Bidder response
Name	James Weller
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mr. Weller has had 7 years experience in software design and development and 4 years experience in network administration and hardware maintenance.
Define the role and responsibility for this individual as it would relate to this project	Mr. Weller will be the technical manager on this project.
# Years of previous experience in a comparable role	4 years
Define the projected time this individual will be devoted to this project	As needed.
Education/Training/ Certifications	University of Pennsylvania Philadelphia Pennsylvania Master of Science, Chemical Engineering Lehigh University Bethlehem Pennsylvania Bachelor of Science, Chemical Engineering
References	Richard Huber-(p) 717-909-8501 (f) 717-909-8550 (e) Rhuber@genesisisinfo.com Tom Young-(p) 717-909-8518 (f) 717-909-8550 (e) TYoung@genesisisinfo.com Tom Reese-(p) 717-909-8553 (f) 717-909-8550 (e) Treese@genesisisinfo.com
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: Colorado Birth Design Mr. Weller led technical design and provided development support for the Colorado WebEBC System. He served as the project technical director to resolve issues as they arose throughout the project. Within this role, Mr. Weller oversaw all technical development for the system and served as the lead developer throughout the lifespan of the



Title James Weller
 Director of Software Development

	<p>project</p> <p>Project 2: South Carolina Death Registration Mr. Weller led technical design and provided development support for the Death Registration System. As a key developer within this process Mr. Weller was involved in all aspects of the death registration processes, features and functions.</p> <p>Project 3: South Carolina Fee & Issuance Mr. Weller participated in technical design and development for the SC Fee and Issuance System. Also Mr. Weller provided testing feedback and technical responses during the acceptance and pilot phases of the project.</p>
Approximate project begin and end dates of each project	<p>Project 1: December, 2004 to Present Project 2: August, 2004 to Present Project 3: January, 2004 to August, 2004</p>
Approximate project cost	<p>Project 1: \$ 729,920 Project 2: \$1,696,496 Project 3: \$1,696,496</p>
Define the time devoted to the referenced projects	<p>Project 1: 7 months Project 2: 11 months Project 3: 8 months</p>
Define role and responsibility related to the referenced projects	<p>Project 1: Designer Project 2: Developer Project 3: Designer and Developer</p>



Tom Reese, President – Industry Expert

Title ___ Thomas Reese_____

Contract role _Business Analyst / Industry Expert

Contract role	Bidder response
Name	Thomas Reese
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	With more than over 20 years of experience with Genesis, Mr. Reese has been involved in the design and creation of more than 30 vital records related information systems. His role has varied over the years from programming to technical support to contract management and project management. He has been involved in DOS based systems; Windows based systems, and Web Based systems. The following represent current and recent projects in which he is involved.
Define the role and responsibility for this individual as it would relate to this project	Mr. Reese will be the business analyst and industry expert for this project.
# Years of previous experience in a comparable role	20 years
Define the projected time this individual will be devoted to this project	As needed.
Education/Training/ Certifications	<p>Penn State University State College Pennsylvania Bachelor of Science, Psychology</p> <p>Penn State University State College Pennsylvania Masters of Education, Counseling</p>
References	<p>Linda Caniglia (p) 717-783-2548 ext 240 (f) 717-772-3258 (e) lcaniglia@state.pa.us</p> <p>Murray B. Hudson, M.P.H. (p) 803-898-3718 (f) 803-898-3722 (e) hudsonmb@dhec.sc.gov</p> <p>Del Randall (p) 512-458-7111 ext. 3546 (f) 512-458-7227 (e) Del.Randall@dshs.state.tx.us</p>
Briefly describe 3 projects of comparable	Project 1: Texas WinEBC



Title ___ Thomas Reese _____
 Contract role _Business Analyst / Industry Expert

<p>size, type (e.g. assessment), and complexity.</p>	<p>Mr. Reese served on the on-site design team in the role of project manager and subject matter expert for this project. In this role the activities focused on requirements gathering, business rules, work flow etc.</p> <p>Project 2: South Carolina WinEBC Mr. Reese served on the on-site design team in the role of project manager and subject matter expert for this project. In this role the activities focused on requirements gathering, business rules, work flow etc.</p> <p>Project 3: Ohio WinEBC Mr. Reese has served in the role of project manager for the Ohio WinEBC project since its inception in July of 2002. Although the design and production team members vary across the three projects Mr. Reese is currently involved in, his role in each of the three projects is similar:</p>
<p>Approximate project begin and end dates of each project</p>	<p>Project 1: April, 2003 to May, 2004 Project 2: April, 2003 to May, 2004 Project 3: July, 2002 to June, 2003</p>
<p>Approximate project cost</p>	<p>Project 1: \$779,162 Project 2: \$1,696,496 Project 3: \$254,000</p>
<p>Define the time devoted to the referenced projects</p>	<p>Project 1: 1Yr 1Month Project 2: 1Yr 1Month Project 3: 11 Months</p>
<p>Define role and responsibility related to the referenced projects</p>	<p>Project 1: Project Manager Project 2: Project Manager Project 3: Project Manager</p>



Tom Young – Database Designer

Title ___Thomas Young_____

Contract role _Database Designer_____

Contract role	Bidder response
Name	Thomas Young
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mr. Young has 15 years of experience as a database administrator and systems engineer.
Define the role and responsibility for this individual as it would relate to this project	Mr. Young would be responsible for data base administration.
# Years of previous experience in a comparable role	7 Years
Define the projected time this individual will be devoted to this project	As needed.
Education/Training/ Certifications	Bloomsburg University Bloomsburg, PA Bachelor of Science, Computer Science and Mathematics
References	Dale Layton (512-458-7111, ext 6135) Dale.layton@dshs.state.tx.us Colleen Fontana (401-222-3364) colleenf@doh.state.ri.us Jeremy Peterson (208-334-5989) petersj2@idhw.state.id.us
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: TX Electronic Registrar-Web Project Design Mr. Young's specific duties include participation in and approval of project estimation, design, and implementation; as well as personnel supervision of computer professionals of varying backgrounds and experience. Project 2: Rhode Island VR 2000-Web Project Design Mr. Young's responsibilities include overseeing all production, testing and support operations of the organization. His specific duties include participation in and approval of project estimation, design, and



Title ___ Thomas Young _____
 Contract role _ Database Designer _____

	<p>implementation; as well as personnel supervision of computer professionals of varying backgrounds and experience.</p> <p>Project 3: Delaware Marriage - Windows based project</p> <p>Mr. Young's responsibilities include overseeing all production, testing and support operations of the organization. His specific duties include participation in and approval of project estimation, design, and implementation; as well as personnel supervision of computer professionals of varying backgrounds and experience.</p>
<p>Approximate project begin and end dates of each project</p>	<p>Project 1: April, 2003 to Present Project 2: December, 2000 to December, 2002 Project 3: February, 2000 to August, 2000</p>
<p>Approximate project cost</p>	<p>Project 1: \$779,162 Project 2: \$668,380 Project 3: \$1,449,006</p>
<p>Define the time devoted to the referenced projects</p>	<p>Project 1: Currently involved. Project 2: 2 Yrs Project 3: 7 Mo</p>
<p>Define role and responsibility related to the referenced projects</p>	<p>Project 1: Project Manager Project 2: Project Manager Project 3: Project Manager</p>



Kevin Haubrick – Technical Support Supervisor

Title __Kevin Haubrick_____

Contract role _Technical Support Supervisor_

Contract role	Bidder response
Name	Kevin Haubrick
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mr. Haubrick has 9 years experience in user software, hardware, and network support.
Define the role and responsibility for this individual as it would relate to this project	Mr. Haubrick will assume the role of Help Desk/ Support Supervisor.
# Years of previous experience in a comparable role	5 Years
Define the projected time this individual will be devoted to this project	40 hrs/ week
Education/Training/ Certifications	On the Job Training with United States Army Specializing in IT Support
References	<p>Colleen Fontana Phone: (317) 221-2404 Fax: (401)222-4393 Email: jbishop@hhcorp.org</p> <p>Jesus Britto Phone: (405) 271-4542 ext 56011 Fax: (405)271-1225 Email: jesusb@health.state.ok.us</p> <p>Julie Bishop Phone: (317) 221-2404 Fax: (317)221-2411 Email: jbishop@hhcorp.org</p>
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	<p>Project 1: Genesis Systems, Inc. As Technical Support Supervisor, Mr. Haubrick assists the Technical Support Technicians and scheduled resources for the Technical Support Department.</p> <p>Project 2: Genesis Systems, Inc. As a Software Developer, Mr. Haubrick performed software enhancements and bug</p>



Title __Kevin Haubrick_____

Contract role _Technical Support Supervisor_

	<p>fixes to various in-house software.</p> <p>Project 3: Genesis Systems, Inc. As a Technical Support Specialist, Mr. Haubrick provided technical support over the phone for end users of all Genesis Systems software</p>
Approximate project begin and end dates of each project	<p>Project 1: April 2005 to Present Project 2: August 2002 to April 2005 Project 3: March, 2000 to August 2002</p>
Approximate project cost	<p>Project 1: No price available. Project 2: No price available. Project 3: No price available.</p>
Define the time devoted to the referenced projects	<p>Project 1: Currently involved. Project 2: 2 Yr 9 Mo Project 3: 2 Yr 5 Mo</p>
Define role and responsibility related to the referenced projects	<p>Project 1: Technical Support Supervisor Project 2: Software Developer Project 3: Technical Support Supervisor</p>



Timothy Ryan – Systems Engineer

Title Timothy Ryan

Technical Lead and Programming Lead

Contract role	Bidder response
Name	Timothy Ryan
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mr. Ryan has had 4 years experience in design, construction, and management of the implementation of information systems.
Define the role and responsibility for this individual as it would relate to this project	Programmer Analyst / Systems Engineer
# Years of previous experience in a comparable role	Mr. Ryan has had 4 years experience in design, construction, and management of the implementation of information systems.
Define the projected time this individual will be devoted to this project	40 hrs/ week
Education/Training/ Certifications	Computer Learning Network Mechanicsburg Pennsylvania Certificate of Completion
References	James Weller (p) 717-909-8524 (f) 717-909-8550 (e) jweller@genesisinfo.com Tom Young (p) 717-909-8518 (f) 717-909-8550 (e) tyoung@genesisinfo.com Tom Reese (p) 717-909-8553 (f) 717-909-8550 (e) treese@genesisinfo.com
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: Pennsylvania Department of Health –WinEBC Mr. Ryan’s involvement as a systems engineer was concentrated on the WinEBC system. Project 2: State of New York Town Clerks . Mr. Ryan was involved in this project as a programmer. His task within this project consisted of making enhancements to increase user friendliness and productivity. Project 3: Ohio EBC Mr. Ryan’s main role during this project



Title Timothy Ryan
 Technical Lead and Programming Lead

	focused around the creation of the Ohio EBC system. . He was assigned as lead systems engineer on this project. He attended the initial design meetings and was involved in all consequent meetings.
Approximate project begin and end dates of each project	Project 1: April, 2002 to Present Project 2: February, 2002 to April, 2002 Project 3: October, 2002 to Present
Approximate project cost	Project 1: \$189,250 Project 2: \$2,363 Project 3: \$273,675
Define the time devoted to the referenced projects	Project 1: Currently involved. Project 2: 2 months Project 3: Currently involved.
Define role and responsibility related to the referenced projects	Project 1: Developer Project 2: Developer Project 3: Systems Engineer



Annachristine Hoover – Documentation and Training Supervisor

Title Annachristine Hoover

Contract role Documentation and Training Supervisor

Contract role	Bidder response
Name	Annachristine Hoover
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mrs. Hoover has had 5 years experience in documentation, training, and technical writing.
Define the role and responsibility for this individual as it would relate to this project	Documentation and training supervisor.
# Years of previous experience in a comparable role	5 years
Define the projected time this individual will be devoted to this project	40 hrs/week
Education/Training/ Certifications	Dartmouth College Hanover New Hampshire B.A. - English
References	Linda Jacobs (e) JACOBSLH@dhec.sc.gov (p) (803)898-3628 (f) (803)799-0301 Ann Marie Lebsack (e) alebsack@mednet.ucla.edu (p) 310 825-6551 Jefferson Lu (e) jelu@mednet.ucla.edu (p) 310 794-2396
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: Delaware Department of Health Mrs. Hoover's role within this project is formal project documentation and technical writing for functional design specifications, training documents, and on-line help. Project 2: South Carolina Department of Health Mrs. Hoover is responsible for various aspects of training and documentation for the South Carolina Fee system. Her responsibilities during this project include authoring on-line help user guides that describe specific functionality of the fee and issuance portion of the software using RoboHelp.



Title Annachristine Hoover
 Contract role Documentation and Training Supervisor

	<p>Project 3: Cal/OSHA Compliance Safety Training As the Project Manager/Technical Writer/Trainer on the Cal/OSHA Compliance Safety Training project, Mrs. Miranda-Hoover was responsible for various aspects of instructional design, training and documentation.</p>
<p>Approximate project begin and end dates of each project</p>	<p>Project 1: October 2004 to Present Project 2: August, 2004 to Present Project 3: March, 2003 to March, 2004</p>
<p>Approximate project cost</p>	<p>Project 1: \$1,449,006 Project 2: \$1,696,496 Project 3: No price available.</p>
<p>Define the time devoted to the referenced projects</p>	<p>Project 1: 8 months Project 2: Currently involved. Project 3: 1 year</p>
<p>Define role and responsibility related to the referenced projects</p>	<p>Project 1: Documentation Manager Project 2: Documentation Manager Project 3: Project Manager</p>



Amy Houtz - Trainer

Title Amy Houtz

Contract role Technical Writer / Trainer

Contract role	Bidder response
Name	Amy Houtz
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mrs. Houtz has had 3 years experience in documentation and training vital records systems.
Define the role and responsibility for this individual as it would relate to this project	Training specialist
# Years of previous experience in a comparable role	3 years
Define the projected time this individual will be devoted to this project	40 hrs/ week
Education/Training/ Certifications	Allegheny College Meadville Pennsylvania B.S. – Psychology Tuscarora Intermediate Unit Lewistown Pennsylvania Substitute Teaching Certificate
References	Colleen Fontana - RI DOH Vital Records - (p) (401) 222-3364 - (f) 401-222-4393 (e) ColleenF@doh.state.ri.us Marc Norton - ID Dept of Health and Welfare - (p) 208-332-7260 - (f) 208-332-7260 - (e) nortonm@idhw.state.id.us Tom Caviello - Clerk of the Peace Office, New Castle County, DE - (p) 302-395-7783 - (f) 302-571-7750 - (e) TCoviello@co.newcastle.de.us
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: – Idaho Department of Health WebVR As Training Specialist for the WebVR Idaho project, Mrs. Houtz was responsible for various aspects of creating materials and a training plan for this project.



Title Amy Houtz

Contract role Technical Writer / Trainer

	<p>Project 2: Rhode Island Department of Health As Training Specialist for the WebVR Rhode Island project, Mrs. Houtz was responsible for various aspects of creating the training plan for this project.</p> <p>Project 3: Juniata High School Through the Tuscarora Intermediate Unit Mrs. Houtz received her substitute certification to teach as a short-term substitute. From March of 2000 through April of 2002, she substituted for all grades of area school districts. While doing this, Mrs. Houtz also attended Susquehanna University and received her Teaching Certificate through their Teacher Intern Program.</p>
<p>Approximate project begin and end dates of each project</p>	<p>Project 1: April 2002 to May 2002 Project 2: June 2001 to April 2002 Project 3: March, 2001 to April, 2002</p>
<p>Approximate project cost</p>	<p>Project 1: \$250,000 Project 2: \$668,380 Project 3: No price available.</p>
<p>Define the time devoted to the referenced projects</p>	<p>Project 1: 1 month Project 2: 19 months Project 3: 12 months</p>
<p>Define role and responsibility related to the referenced projects</p>	<p>Project 1: Training Specialist Project 2: Training Specialist Project 3: Substitute Teacher</p>



Gerald Ford III – Systems Engineer

Title _Gerald Ford III_____

Contract role _Programmer Analyst / Systems Engineer

Contract role	Bidder response
Name	Gerald Ford
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mr. Ford Has 2 years experience in Developing software using the following technologies; MTS, Visual Basic 6.0, SQL server 2000, ADO, COM, DCOM and XML
Define the role and responsibility for this individual as it would relate to this project	Programmer Analyst / Systems Engineer
# Years of previous experience in a comparable role	2 Years
Define the projected time this individual will be devoted to this project	40 hrs/ week
Education/Training/ Certifications	Computer Learning Network Mechanicsburg Pennsylvania Certificate of Training
References	Jim Weller-(p) 717-909-8524 (f) 717-909-8550 (e) jweller@genesisinfo.com Andrea Fisher-(p) 717-909-8509 (f) 717-909-8550 (e) afisher@genesisinfo.com Chester Byers-(p) 717-792-2664
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: Tennessee Department of Health Mr. Ford's involvement as a systems engineer was concentrated on the WinEBC system. Project 2: Ohio Department of Health Mr. Ford's main responsibilities within this project surrounded The Ohio WinEBC system. Mr. Ford's involvement as a systems engineer was concentrated on internal research. Project 3: South Carolina Department of Health Within this project, Mr. Ford's assisted with



Title _Gerald Ford III_____

Contract role _Programmer Analyst / Systems Engineer

	the programming and design of an internet based vital records system using technologies like IIS, MTS, Visual Basic 6.0, SQL server 2000, and Active Reports.
Approximate project begin and end dates of each project	Project 1: April, 2003 to August 2003 Project 2: August ,2003 to November 2003 Project 3: November 2003 To Present
Approximate project cost	Project 1: \$254,000 Project 2: \$273,675 Project 3: \$1,696,496
Define the time devoted to the referenced projects	Project 1: 4 Mo Project 2: 3 Mo Project 3: Currently involved.
Define role and responsibility related to the referenced projects	Project 1: Software Engineer Project 2: Software Engineer Project 3: Software Engineer



Amy Rhodes – QA Testing Manager

Title Amy Rhodes

Contract role QA Testing Manager

Contract role	Bidder response
Name	Amy Rhodes
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Ms. Rhodes has had 2 years experience in testing and support of vital records information systems.
Define the role and responsibility for this individual as it would relate to this project	QA Testing Manager
# Years of previous experience in a comparable role	2 years
Define the projected time this individual will be devoted to this project	40 hrs/week
Education/Training/ Certifications	South Hills Business College State College Pennsylvania AST Degree – Computer Information Systems
References	Tara Quigley (p) 717-909-8500 (f) 717-909-8550 (e) tquigley@genesisinfo.com Wendy Kristin (p) 303-692-2241 (f) 303-691-7704 (e) wendy.kristin@state.co.us Tom Reese (p) 717-909-8553 (f) 717-909-8550 (e) treese@genesisinfo.com
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: Colorado Department of Health As a Quality Assurance and Testing Supervisor, Miss Rhodes' work on the Colorado COVIS 2006 application includes testing updates to the application before they are handed over to the client. Project 2: South Carolina Department of Health As a Quality Assurance and Testing Supervisor, Miss Rhodes' work on the SC VRSIIS Web Death application includes authoring test cases to be used in testing



Title Amy Rhodes
 Contract role QA Testing Manager

	<p>updates to the application before they are handed over to the client, as well as testing the module.</p> <p>Project 3: Idaho Department of Health - WinEBC As a Technical Support Supervisor, Miss Rhodes' work on the Idaho WebEBC application included testing the application and then working with employees of the Idaho Department of Health and Welfare to get the application installed in over 30 facilities.</p>
<p>Approximate project begin and end dates of each project</p>	<p>Project 1: February, 2005 to Present Project 2: February, 2005 to Present Project 3: October, 2003 to December 2003</p>
<p>Approximate project cost</p>	<p>Project 1: \$729,920 Project 2: \$1,696,496 Project 3: \$250,000</p>
<p>Define the time devoted to the referenced projects</p>	<p>Project 1: Currently involved. Project 2: Currently involved. Project 3: 2 months</p>
<p>Define role and responsibility related to the referenced projects</p>	<p>Project 1: Quality Assurance and Testing Supervisor Project 2: Quality Assurance and Testing Supervisor Project 3: Technical Support Supervisor</p>



Vipin Virdi -Sr. Business/Programmer Analyst_

Title Vipin Virdi_____

Contract role Sr. Business/Programmer Analyst_

Contract role	Bidder response
Name	Vipin Virdi
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mr. Virdi has had 4 years experience in design, construction, and management of the implementation of information systems.
Define the role and responsibility for this individual as it would relate to this project	Sr. Business/Programmer Analyst
# Years of previous experience in a comparable role	1 year
Define the projected time this individual will be devoted to this project	40hrs/ week
Education/Training/ Certifications	St. Cloud State University St. Cloud Minnesota M.S. – Computer Science University of Mumbai Mumbai India B.S. – Engineering
References	James Weller (p) 717-909-8521 (f) 717-909-8550 (e) jweller@genesisisinfo.com Krista Carter (p) 717-909-8556 (f) 717-909-8550 (e) kcarter@genesisisinfo.com Ryan Weber (e) ryanweber@freezellc.com
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: , Delaware Department of Health As a Programmer for Delaware Application, Vipin worked with the Project Manager to design and customize the core features of the WebBirth system. Project 2: Freeze, Inc. Lead Generation System (Migration from ASP to ASP.NET) In this project, Mr. Virdi studied and documented the design of the proposed system and developed Entity Relationship



Title _Vipin Virdi_____

Contract role __Sr. Business/Programmer Analyst_

	<p>Diagrams (ERD) and Database Schemas for different sub-modules of the project.</p> <p>Project 3: Freeze, Inc – my.freeze.com Mr. Virdi developed a window service in .Net framework that takes an XML feed and converts them to static HTML pages using XSLT.</p>
Approximate project begin and end dates of each project	<p>Project 1: September, 2004 to Present Project 2: February, 2004 to September, 2004 Project 3: September, 2003 to January, 2004</p>
Approximate project cost	<p>Project 1: \$1,449,006 Project 2: No price available. Project 3: No price available.</p>
Define the time devoted to the referenced projects	<p>Project 1: Currently involved Project 2: 7 months Project 3: 4 months</p>
Define role and responsibility related to the referenced projects	<p>Project 1: Programmer Project 2: Programmer Project 3: Developer</p>



Kapil Virdi-Systems Engineer

Title __Kapil Virdi_____

Contract role __Systems Engineer_____

Contract role	Bidder response
Name	Kapil Virdi
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mr. Virdi has had 2 years experience in design, construction, and management of the implementation of information systems.
Define the role and responsibility for this individual as it would relate to this project	Systems Engineer
# Years of previous experience in a comparable role	1 year
Define the projected time this individual will be devoted to this project	40 hrs/ week
Education/Training/ Certifications	Northeastern University Boston Massachusetts M.S., Computer Systems Engineering
References	Tom Young-(p) 717-909-8500 (f) 717-909-8550 (e) tyoung@genesisinfo.com Tara Quigley-(p) 717-909-8559 (f) 717-909-8550 (e) tquigley@genesisinfo.com Tom Reese-(p) 717-909-8553 (f) 717-909-8550 (e) Treese@genesisinfo.com
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: South Carolina DHEC Mr. Virdi works within the WebEDC team for SC DHEC as a developer of thin client technology. Within this role, Mr. Virdi codes various facility portions of the WebEDC program including but not limited to LMF, Registration, and SSA Verification. Project 2: North Eastern University While at North Eastern University, Mr. Verdi worked with the NUIDS: NorthEastern University Intrusion Detection System. This Software application is a Host-Based



Title __Kapil Virdi_____

Contract role __Systems Engineer_____

	<p>Intrusion Detection System.</p> <p>Project 3: North Eastern University Macromedia, Flex Presentation Layer Server Responsible For: Design, development, and integration of Examples module into already existing Flex API documentation. Design, development, implementation and Testing of Tutorial Applications created using Flex Server.</p>
Approximate project begin and end dates of each project	<p>Project 1: January 2005 – Present Project 2: November 2004 to December 2004 Project 3: July, 2004 to November, 2004</p>
Approximate project cost	<p>Project 1: \$1,696,496 Project 2: No price available. Project 3: No price available.</p>
Define the time devoted to the referenced projects	<p>Project 1: 5 months Project 2: 1 month Project 3: 5 months</p>
Define role and responsibility related to the referenced projects	<p>Project 1: Developer Project 2: Developer Project 3: Developer</p>



Larry Hill – Systems Engineer

Title Larry Hill

Contract role Programmer / Developer

Contract role	Bidder response
Name	Larry Hill
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Mr. Hill has had 8 years application development, system design and architecture
Define the role and responsibility for this individual as it would relate to this project	Programmer/Developer
# Years of previous experience in a comparable role	2 months
Define the projected time this individual will be devoted to this project	40 hrs/ week
Education/Training/ Certifications	<p>Pennsylvania State University State College, PA Bachelor of Arts in History</p> <p>DeSales University 9/2002 – Present Master of Science in Information Systems</p>
References	<p>Tom Young-(p) 717-909-8500 (f) 717-909-8550 (e) tyoung@genesisinfo.com</p> <p>Tara Quigley-(p) 717-909-8559 (f) 717-909-8550 (e) tqigley@genesisinfo.com</p> <p>Tom Reese-(p) 717-909-8553 (f) 717-909-8550 (e) Treese@genesisinfo.com</p>
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	<p>Project 1: Texas Department of Health As the lead programmer for the TX DOH WebEDC project, Mr. Hill develops and monitors all technical development for the WebEDC project. Mr. Hill is responsible for the architectural structure and design architecture of this thin client system.</p> <p>Project 2: Allentown Business School Computer Programming Instructor</p>



Title Larry Hill

Contract role Programmer / Developer

	<p>Within this role Mr. Hill's duties included preparing instruction and assessments for courses in Oracle SQL, Oracle PL/SQL, Oracle Forms Developer, Active Server Pages, Visual Basic 6.0, Visual Basic.NET, MS Access, MS Excel, MS Word, and basic Computer Literacy.</p>
<p>Approximate project begin and end dates of each project</p>	<p>Project 1: April 2005 to Present Project 2: December 1999 to October 2004</p>
<p>Approximate project cost</p>	<p>Project 1: \$779,162 Project 2: No price available.</p>
<p>Define the time devoted to the referenced projects</p>	<p>Project 1: Currently involved. Project 2: 5 years</p>
<p>Define role and responsibility related to the referenced projects</p>	<p>Project 1: Lead Programmer Project 2: Instructor</p>



Kellie dechamplain-Technical Writer

Title _Kellie deChamplain_____

Contract role _Technical Writer / Trainer

Contract role	Bidder response
Name	Kellie deChamplain
Employer name	Genesis Systems, Inc.
Described knowledge and experience related to assessment	Ms. deChamplain has had 4 years experience in design, construction, and management of the implementation of information systems.
Define the role and responsibility for this individual as it would relate to this project	Technical Writer / Trainer
# Years of previous experience in a comparable role	7 Months
Define the projected time this individual will be devoted to this project	40 hrs/week
Education/Training/ Certifications	Lock Haven University Lock Haven, PA B.S. – Biology/Chemistry Penn State University York, PA A.S. – Information Science and Technology
References	Annachristine Miranda-Hoover-(p) 717-909-8560 (f) 717-909-8550 (e) acmhoover@genesisinfo.com Tara Quigley-(p) 717-909-8559 (f) 717-909-8550 (e) tquigley@genesisinfo.com Tom Reese-(p) 717-909-8553 (f) 717-909-8550 (e) Treese@genesisinfo.com
Briefly describe 3 projects of comparable size, type (e.g. assessment), and complexity.	Project 1: Documentation and Training As a Documentation Analyst on the Texas Electronic Registrar project, Ms. deChamplain was responsible for various aspects of documentation development. Her responsibilities during this project included authoring various user guides that described the specific functionality of the software, and subsequently created online help using RoboHelp.



Title _Kellie deChamplain_____

Contract role _Technical Writer / Trainer

	<p>Project 2: Pennsylvania Department of Public Welfare</p> <p>As a technical support analyst, Ms. deChamplain researched and resolved issues related to custom software developed for the billing providers to PA Department of Public Welfare, as well as a custom database solution developed for the entire Department of Public Welfare called PROMISe™.</p>
Approximate project begin and end dates of each project	<p>Project 1: November 2004 to Present</p> <p>Project 2: December 2001 to September 2004</p>
Approximate project cost	<p>Project 1: \$779,162</p> <p>Project 2: No price available.</p>
Define the time devoted to the referenced projects	<p>Project 1: 7 months</p> <p>Project 2: 3 years</p>
Define role and responsibility related to the referenced projects	<p>Project 1: Documentation Analyst</p> <p>Project 2: Technical Support Analyst</p>



Luis Mazuera-Systems Engineer

Contract role _Systems Engineer

COMPANY NAME:	Genesis Systems, Inc.	
<input checked="" type="checkbox"/> Prime Contractor	<input type="checkbox"/> Subcontractor	
NAME:	Luis Mazuera	<input type="checkbox"/> Key Personnel
CLASSIFICATION:	Developer	
SUMMARY:	Mr. Mazuera has had 9 years experience in design, construction, and management of the implementation of information systems.	
# OF YEARS WITH FIRM:	1 Year	

PROFESSIONAL EXPERIENCE

<i>April 2005 to Present</i>	<p>New Castle County Delaware – Clerk of the Peace</p> <p>Tom Coviello Clerk of the Peace C/O 87 Reads Way New Castle, DE 19720 302-571-7591 tcoviello@co.new-castle.de.us</p> <p>Oklahoma Department of Health</p> <p>Jesus Brito 1000 NE 10th Street Oklahoma City, OK 73117-1299 405-271-4542, ext 56011 jesusb@health.state.ok.us</p> <p>Rhode Island Department of Health</p> <p>Colleen Fontana Rhode Island Department of Health Division of Vital Records 3 Capitol Hill Room 101</p>
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Providence, RI 02908-50
 401-222-3364
colleenf@doh.state.ri.us

Tennessee Department of Health

Ms. Faye Dickson
 TN Department of Health
 421 5th Ave. North Central Service Bldg.
 Nashville, TN 37247
 (615)-532-2645
 Email: Faye.Dickson@state.tn.us

Mr. Mazuera functioned as the lead programmer for ongoing enhancements and functional modifications to the WinMAR (DE), WinEBC (OK), WebEBC (RI), and WinEBC (TN) systems. Each of these systems is currently in production. Throughout this process, Mr. Mazuera lead the technical team in creating and modifying and rolling out on-going enhancements to the clients.

2 Months

Software: C#, VB.Net, COM+, ASP.Net, IIS 6.0, SQL Server 2000, MS Reporting Services, ADO, XML

Hardware: Personal Computers, Printers, Scanners, Copiers, Servers

Ohio Department of Health

Kevin Haubrick
 3601 N. Progress Avenue
 Harrisburg, PA
 717 909-8500
 Email: www.genesisinfo.com

January 2005 to April 2005

Mr. Mazuera assisted with internal research pertaining to the ODH WinEBC System. Throughout this time period Mr. Mazuera assisted with database evaluation, data conversion and functional change deployment.

3 Months

Software: C#, VB.Net, COM+, ASP.Net, IIS 6.0, SQL Server 2000, MS Reporting Services, ADO, XML

Hardware: Personal Computers, Printers, Scanners, Copiers, Servers



March 2004 to January 2005

Commonwealth of Pennsylvania Treasury Department – Bureau of Information Technology

Mr. Mark Chesek
 Pennsylvania Treasury Department
 Harrisburg, PA 17101-1900
 (717)-783-2548 ext 240
MChesek@state.pa.us

Developer

Transition accounts payable application from IBM® legacy system to client/server .NET environment to take advantage of Graphical User Interface (GUI) and faster hardware processing. The seamless integration from the mainframe world to the client/server world was a priority with the treasury department. Worked as a developer modifying and administering the application according to user input. Worked as a DBA automating many data transformations.

10 Months
 Software/Hardware: Windows 2000, C#, VB.Net, COM+, ASP.Net IIS 6.0, SQL Server 2000, MS Reporting Services, ADO, XML.

November 2002 to March 2004

R.R. Donnelley & Sons

Developer

WebTraK is a single, flexible, online Customized Communications fulfillment solution developed by R.R. Donnelley Financial and designed to get material to your clients and target audiences in one easy-to-Use, easy-to-access system. Completely web-based, WebTraK delivers improved control over your entire distribution system. Worked as a SQL programmer to write SQL queries, Stored Procedures to the database. Designed, maintained database Tables, Triggers, Stored Procedures. On call production support, troubleshooting.

17 months
 Software/Hardware: Windows 2000, NT 4.0, VB 6.0, COM, ASP, IIS 5.0/4.0, MTS, SQL Server 7.0/2000, Access 97/2000, ODBC, ADO.

EDUCATION

<i>Institution Name</i>	Coleman College
<i>City</i>	Mission Valley
<i>State</i>	California
<i>Degree/Achievement</i>	B.S. – Computer Science
<i>Institution Name</i>	Productivity Point, Inc
<i>City</i>	Shelton
<i>State</i>	Connecticut
<i>Degree/Achievement</i>	Certificate – Microsoft SQL Server 7.0



HARDWARE/SOFTWARE SUMMARY

<i>Environments:</i>	Windows 3.1-95-98, Server NT, server2000, server2003, Windows XP, Microsoft DOS, IBM AS400, UNIX.
<i>Hardware:</i>	Personal Computers, Printers, Scanners, Copiers, Servers
<i>Software:</i>	C#, VB.Net, COM+, ASP.Net, IIS 6.0, SQL Server 2000, MS Reporting Services, ADO, XML

REFERENCES

<i>Minimum of three (3) required, including name, phone number, fax number and email address</i>	Kevin Haubrick (p) 717-909-8500 (f) 717-909-8550 (e) khaubrick@genesisinfo.com
	Molly Spangler (p) 717-909-8535 (f) 717-909-8550 (e) mspangler@genesisinfo.com
	Tom Reese (p) 717-909-8553 (f) 717-909-8550 (e) treese@genesisinfo.com



Article 1, Attachment C
Labor Rates

Staff Title	Location	Hourly Rate US Dollars
Subject Matter Specialist	Genesis	\$300.00
Project Director	Genesis	\$200.00
Project Manager	Genesis	\$190.00
Business Analyst	Genesis	\$175.00
SQL Database Administrator	Genesis	\$175.00
Oracle Database Administrator	Genesis	\$225.00
Sr. Web Programmer	Genesis	\$185.00
Jr. Web Programmer	Genesis	\$175.00
Sr. Citrix Technicians	Genesis	\$190.00
Jr. Citrix Technicians	Genesis	\$175.00
Sr. Programmer	Genesis	\$165.00
Jr. Programmer	Genesis	\$155.00
Operator	Genesis	\$150.00
Testing Technician	Genesis	\$100.00
All additional Technical Support Services		Billable at the above hourly rates for the technicians involved



Article 1, Attachment D
Deliverables

Work Plan Line Item	Deliverable	Scheduled Delivery Date	Deliverable Designation
1	Contract Start Date	11/1/05	
<i>Deliverable 1</i>			
227	Initial Requirements Document: Genesis Delivers Facility Requirements Registration Document	11/22/05	Documentation
232	Initial Requirements Document: Genesis Delivers Back Office Requirements Document	11/29/05	Documentation
237	Subsequent Requirements: Genesis Delivers Facility Requirements Registration Document	11/28/05	Documentation
241	Subsequent Requirements: Genesis Delivers Back Office Requirements Document	12/5/05	Documentation
246	Final Requirements: Genesis Delivers Facility Requirements Registration Document	12/1/05	Documentation
248	Final Requirements: State Steering Committee Signs-off on Facility Requirements Registration Document	12/8/05	Documentation
251	Final Requirements: Genesis Delivers Back Office Requirements Document	12/8/05	Documentation
253	Final Requirements: State Steering Committee Signs-off on Back Office Requirements Document	12/15/05	Documentation
257	Genesis Delivers First Draft of Implementation Plan	11/22/05	Documentation
259	Genesis Delivers Final Version of Implementation Plan	11/25/05	Documentation
<i>Deliverable 2 - Software Development</i>			
269	Genesis Delivers Live Birth Prototype Document-GUI Screens	12/28/05	Software Documentation
270	Live Birth Coding Complete	2/24/06	Software Certificate
282	Genesis Delivers Paternity Prototype Document-GUI Screens	1/5/06	Software Documentation
283	Paternity Coding Complete	1/19/06	Software Certificate
295	Genesis Delivers Fetal Death Prototype Document-GUI Screens	1/11/06	Software Documentation
296	Fetal Death Coding Complete	2/15/06	Software Certificate
308	Genesis Delivers Birth Defects Prototype Document-GUI Screens	1/18/2006	Software Documentation
309	Birth Defects Coding Complete	2/22/2006	Software



Work Plan Line Item	Deliverable	Scheduled Delivery Date	Deliverable Designation
			Certificate
321	Genesis Delivers Immunizations of Newborns Prototype Document-GUI Screens	1/17/06	Software Documentation
322	Immunizations of Newborns Coding Complete	2/27/06	Software Certificate
334	Genesis Delivers Newborn Hearing Screening Prototype Document-GUI Screens	1/27/06	Software Documentation
335	Newborn Hearing Screening Coding Complete	2/17/2006	Software Certificate
347	Genesis Delivers State Processing Prototype Document-GUI Screens	3/6/06	Software Documentation
348	State Processing Coding Complete	4/3/06	Software Certificate
<i>Deliverable 3 - Uploading of Legacy Data</i>			
363	Conversion Plan: Genesis Delivers First Draft of Document	2/24/06	Documentation
366	Conversion Plan: Genesis Delivers Final Version of Conversion Document	3/2/2006	Documentation
369	Genesis Delivers Conversion File Layout	3/16/06	Documentation
377	Genesis Delivers Conversion Utility	4/10/06	Software
<i>Deliverable 4 - Provide Contractors to Accomplish Systems Integration</i>			
388	General File Extract: Genesis Delivers Extract - Layout File Format	4/24/06	Documentation
411	Genesis Installs for Acceptance	6/1/06	Software
<i>Deliverable 5 - Provide System Documentation, User Manuals, Training Materials and Prototype Software</i>			
421	Genesis Delivers First Draft of Facility Registration System Documentation	5/12/06	Documentation
424	Genesis Delivers Final Version of Facility Registration System Documentation	9/25/06	Documentation
427	Genesis Delivers First Draft of State Processing System Documentation	5/12/06	Documentation
430	Genesis Delivers Final Version of State Processing System Documentation	9/25/06	Documentation
434	Genesis Delivers First Draft of On Line Help	5/12/06	Documentation
437	Genesis Delivers Final Version of On Line Help Content	9/25/06	Documentation
440	Genesis Delivers First Draft on Facility User Manual	5/12/06	Documentation
443	Genesis Delivers Final Version of Facility User Manual	9/25/06	Documentation



Work Plan Line Item	Deliverable	Scheduled Delivery Date	Deliverable Designation
446	Genesis Delivers First Draft on State User Manual	5/12/06	Documentation
449	Genesis Delivers Final Version of State User Manual	9/25/06	Documentation
455	Genesis Delivers First Draft Training Plan and Schedule	4/10/06	Documentation
458	Genesis Delivers Final Version of Training Plan and Schedule	4/26/06	Documentation
<i>6. Deliverable 6 - Complete Application System Testing and Implementation</i>			
471	Genesis Installs State Processing Module for Acceptance Testing-Milestone	5/14/06	Software
479	Genesis Installs Facility Registration Module for Acceptance Testing-Milestone	5/15/06	Software
483	DIT/DCH Signs Off on Acceptance Test	6/23/06	Software
491	Genesis Installs and Trains Beta Sites-Milestone	9/4/06	Software
496	DIT/DCH Signs off on Facility Registration Module	10/27/06	Software



Article 2 – General Terms and Conditions

2.010 Contract Structure and Administration

2.011 Definitions

Capitalized terms used in this Contract (including its Exhibits) shall have the meanings given below, unless the context requires otherwise:

- (a) “Days” means calendar days unless otherwise specified.
- (b) “24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
- (c) “Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “Additional Service” does not include New Work.
- (d) “Amendment Labor Rates” means the schedule of fully-loaded hourly labor rates attached as **Article 1, Attachment C**.
- (e) “Audit Period” has the meaning given in **Section 2.111**.
- (f) “Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
- (g) “Incident” means any interruption in Services.
- (h) “Business Critical” means any function identified in any Statement of Work as Business Critical.
- (i) “Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work
- (j) “Key Personnel” means any Personnel designated in **Article 1, Section 1.201 and/or Attachment B**, as Key Personnel.
- (k) “New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “New Work” does not include Additional Service.
- (l) “Services” means any function performed for the benefit of the State.
- (m) “State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
- (n) “Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
- (o) “Work in Process” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

2.012 Attachments and Appendix’s

All Attachments and/or Appendix’s attached to any, and all Statement(s) of Work, attached to, or referencing this Contract, are incorporated in their entirety into, and form part of, this Contract.

2.013 Statements of Work

- (a) The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract, or an amendment to this Contract (see 2.106). Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.



- (b) Unless otherwise agreed by the parties, each Statement of Work (as defined in Article 1) will include, or incorporate by reference to the appropriate Contract Article 1 Attachment containing, the following information:
- a description of the Services to be performed by Contractor under the Statement of Work;
 - a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables;
 - a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;
 - all Deliverable price schedules and other charges associated with the Statement of Work, the overall fixed price for such Statement of Work and any other appropriate pricing and payment terms;
 - a specification of Contractor's and the State's respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;
 - a listing of any Key Personnel of Contractor and/or its Subcontractors for that Statement of Work and any future Statements of Work;
 - any other information or provisions the parties agree to include.
- (c) Reserved.
- (d) The initial Statements of Work, as of the Effective Date, are attached to this Contract.

2.014 Issuing Office

This Contract is issued by the Department of Management and Budget, Office of Acquisition Services ("OAS") and Department of Information Technology (collectively, including all other relevant State of Michigan departments and agencies, the "State"). OAS is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. **OAS is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within the Office of Acquisition Services for this Contract is:

[Steve Motz](#)
Office of Acquisition Services
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
motzs@Michigan.gov
[517-241-3215](tel:517-241-3215)

2.015 Contract Compliance Inspector

Upon receipt at OAS of the properly executed Contract, it is anticipated that the Director of DMB Acquisition Services, in consultation with (insert the end using agency), will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by the Office of Acquisition Services.** The Contract Compliance Inspector for this Contract is:

[Mary Ladd](#)
Department of Information Technology
Constitution Hall, South Atrium
525 W. Allegan St.
Lansing, MI 48913
LaddM@michigan.gov
[517-335-4085](tel:517-335-4085)



2.016 Project Manager

The following individual will oversee the project:

[Linda Myers, Deputy Division Administrator, Health Systems,](#)
DCH Systems Development
Department of Information Technology
300 E. Michigan Avenue
Lansing, MI 48913
myers@michigan.gov
(517) 373-3926

2.020 Contract Objectives/Scope/Background

2.021 Background

See Article 1.0

2.022 Purpose

The Contract is for providing computer software enhancements along with implementation and support of a web-based live birth reporting system and the coordinated replacement of the existing live birth reporting system now in use within Michigan. Orders will be issued directly to the Contractor by the agency on the Purchase Order Contract Release Form.

2.023 Objectives and Scope

See Article 1.1

2.024 Interpretation

Sections 2.021 through 2.023 are intended to provide background and context for this Contract and are not intended to expand the scope of the obligations under this Contract or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract are unclear or otherwise ambiguous, such terms and conditions are to be interpreted and construed in light of the provisions of this Section.

2.025 Form, Function and Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.030 Legal Effect and Term

2.031 Legal Effect

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.



2.032 Contract Term

This Contract is for a period of 3 years commencing on the date that the last signature required to make the Contract enforceable is obtained. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration. The Contract may be renewed for up to 2 additional 1 year periods. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any option year.

2.040 Contractor Personnel

2.041 Contractor Personnel

(a) Personnel Qualifications. All persons assigned by Contractor to the performance of Services under this Contract shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role shall be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

(b) Key Personnel

(i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated. **Article 1, Attachment B** provides an organization chart showing the roles of certain Key Personnel, if any.

(ii) Key Personnel shall be dedicated as defined in **Article 1, Attachment B** to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(iii) The State will have 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, will introduce the individual to the appropriate State representatives, and will 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. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternative for the individual denied, shall be fully qualified for the position.

(iv) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced 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. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period. The Contractor



with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.

(v) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the 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 2.210**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount shall be \$15,000.00 per individual provided Contractor identifies a replacement approved by the State pursuant to **Section 2.041** and assigns the replacement to the Project to shadow the Key Personnel s/he is replacing for a period of at least thirty (30) days prior to such Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least thirty (30) days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor shall pay the amount of \$833.33 per day for each day of the thirty (30) day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide thirty (30) days of shadowing shall not exceed \$50,000.00 per individual.

(c) Re-assignment of non-Key Personnel. Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least ten (10) Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.

(d) Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted in **Section 2.076** for a time as agreed to by the parties.

(e) Staffing Levels.

(i) All staff requirements not specified in the applicable Statement of Work or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.

(ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no



additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.

(f) Personnel Turnover. The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.

(g) Location. All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.042 Contractor Identification

Contractor employees shall be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.043 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

2.044 Subcontracting by Contractor

(a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

(b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Office of Acquisition Services has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in



delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time agreed upon by the parties.

(c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

(d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.

(e) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.045 Contractor Responsibility for Personnel

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services.

2.050 State Standards

2.051 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dit/0,1607,7-139-30639_30655---,00.html.

2.052 PM Methodology Standards

The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. See the State's PMM website at <http://www.michigan.gov/projectmanagement>.

The Contractor shall use the State's PPM to manage this Contract. If the Contractor requires training on the PMM, those costs shall be the responsibility of the Contractor, unless otherwise stated.

2.053 RESERVED

2.054 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.



2.060 Deliverables

2.061 Ordering

- (a) Any Services/Deliverables to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall take precedence as stated in **Section 2.293**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.
- (b) DIT will continue to oversee the use of this Contract by End Users. DIT may, in writing, delegate to agencies the authority to submit requests for certain services directly to the Contractor. DIT may also designate, in writing, some services as non-delegated and require DIT review and approval before agency acquisition. DIT will use Contractor provided management reports and periodic random agency audits to monitor and administer contract usage for delegated services.

2.062 RESERVED

2.063 RESERVED

2.064 Equipment to be New and Prohibited Products

(a) Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

(b) Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change order pursuant to **Section 2.106**.

2.070 Performance

2.071 Performance, In General

The State engages Contractor to execute the Contract and perform the Services/provide the Deliverables, and Contractor undertakes to execute and complete the Contract in its entirety in accordance with the terms and conditions of this Contract and with the participation of State representatives as specified in this Contract.



2.072 Time of Performance

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Appendix's governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.072(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.
- (c) If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall notify the State in a timely manner and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

2.073 RESERVED

2.074 Bankruptcy

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within thirty (30) days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish such Works in Process by whatever appropriate method the State may deem expedient. Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

To secure the State's progress payments before the delivery of any services or materials required for the execution of Contractor's obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, title shall vest in the State to the extent the State has made progress payments hereunder.

2.075 Time is of the Essence

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

2.076 RESERVED

2.080 Delivery and Acceptance of Deliverables

2.081 Delivery of Deliverables

Article 1, Attachment D contains a list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable. All Deliverables shall be completed and



delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied. In discharging its obligations under this Section, it is mutually agreed and understood that the Contractor will provide for a comprehensive company wide IT development methodology

2.082 Contractor System Testing

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by the Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to **Section 2.080**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

2.083 Approval of Deliverables, In General

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.



The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with **Section 2.080**.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.084 Process for Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to



approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.085 Process for Approval of Custom Software Deliverables

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in **Article 1, Attachment D**, the State Review Period for conducting UAT will be as indicated in **Article 1, Attachment D**. For any other Custom Software Deliverables not listed in **Article 1, Attachment D**, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by **Section 2.080** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section 2.080**.

2.086 Final Acceptance

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.



2.090 Financial

2.091 Pricing

(a) Fixed Prices for Services/Deliverables

Each Statement of Work/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the Amendment Labor Rates (**Article 1, Attachment C**). The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

(b) Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope, using the rates in **Article 1, Attachment C** unless specifically identified in an applicable Statement of Work.

(c) Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

(d) Labor Rates

All time and material charges will be at the rates specified in **Article 1, Attachment C**.

2.092 Invoicing and Payment Procedures and Terms

(a) Invoicing and Payment – In General

(i) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(ii) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. The charges for Services billed on a time and materials basis shall be determined based on the actual number of hours of Services performed, at the applicable Labor Rates specified in **Article 1, Attachment C**. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.

(iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.

(b) Taxes (See Section 2.305 and Article 3, Section 3.022-3.024 for additional)

The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.

(c) Out-of-Pocket Expenses

Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services/ providing the Deliverables (such as, but not limited to, travel and lodging, document reproduction and shipping, and long distance telephone) are included in Contractor's fixed price for each Statement of Work. Accordingly, Contractor's out-of-pocket expenses are not separately



reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates. See http://www.mi.gov/dmb/0,1607,7-150-9141_13132---,00.html for current rates.

(d) Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

(e) Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

(f) Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute 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 unsettled.

2.093 State Funding Obligation

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

2.094 RESERVED

2.095 Electronic Payment Availability

Electronic transfer of funds is available to State contractors. Contractor is required to register with the State electronically at <http://www.cpexpress.state.mi.us>. Public Act 533 of 2004, requires all payments be transitioned over to EFT by October, 2005.

2.100 Contract Management

2.101 Contract Management Responsibility

(a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with **Appendix 8** (Work Plan) is likely to delay the timely achievement of any Contract tasks.

(b) The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to



meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.102 Problem and Contract Management Procedures

Problem Management and Contract Management procedures will be governed by the Contract and the applicable Statements of Work.

2.103 Reports and Meetings

(a) Reports.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

- (i) separately address Contractor's performance in each area of the Services;
- (ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
- (iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
- (iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
- (v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
- (vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.
- (vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
- (viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.
- (ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

2.104 System Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the State. Any changes Contractor makes to State systems with the State's approval shall be done in accordance with applicable State procedures, including security, access and configuration management procedures.



2.105 Reserved

2.106 Change Requests

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be in-scope Services/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(a) Change Requests

(i) State Requests

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(ii) Contractor Recommendations

Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.

(iii) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(iv) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared



and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(v) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Office of Acquisition Services.

(vi) If the State requests or directs Contractor to perform any activities that Contractor believes constitute a Change, Contractor must notify the State that it believes the requested activities are a Change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of this Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of the State, back out or reverse any changes resulting from such performance that would adversely affect the Contract.

2.107 Management Tools

Contractor will use an automated tool for planning, monitoring and tracking the Contract's progress. In addition, Contractor shall use automated project management tools as reasonably necessary to perform the Services, which tools shall include the capability to produce through the end of the Contract: (i) staffing tables with names of personnel assigned to Contract tasks, (ii) project plans showing tasks, subtasks, Deliverables and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) days, updated semi-monthly) and (iii) graphs showing critical events, dependencies and decision points during the course of the Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such information is described with reasonable detail in the Statements of Work and to the extent the related work is of sufficient project complexity and duration to warrant such reporting.

2.110 Records and Inspections

2.111a Records and Inspections

(a) **Inspection of Work Performed.** The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

(b) **Examination of Records.** Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.



(c) **Retention of Records.** Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

(d) **Audit Resolution.** If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.

2.112 Errors

(a) If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten percent (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.120 State Responsibilities

2.121 State Performance Obligations

(a) **Equipment and Other Resources.** To facilitate Contractor's performance of the Services/Deliverables, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.

(b) **Facilities.** The State shall designate space as long as it is available and as provided in the Statement of Work, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

(c) **Return.** Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

(d) Except as otherwise provided in **Section 2.220**, the State's failure to perform its responsibilities as set forth in this Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by nonperformance of the State's obligations under this Contract, provided Contractor provides the State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under this Contract materially increases the time required for Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 2.106**.



2.130 Security

2.131 Background Checks

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--00.html>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.140 Reserved

2.150 Confidentiality

2.151 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.152 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

2.153 Protection of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential



Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, 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 and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure. The Contractor is required to have all personnel with direct access to live birth or other restricted data fill out and sign a Data Use Agreement (Appendix 10).

2.154 Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

2.155 No Implied Rights

Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.156 Remedies

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

2.157 Security Breach Notification

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.



2.158 Survival

The parties' respective obligations under this Section shall survive the termination or expiration of this Contract for any reason.

2.159 Destruction of Confidential Information

Promptly upon termination or cancellation of the Contract for any reason, Contractor shall certify to the State that Contractor has destroyed all State Confidential Information.

2.160 Proprietary Rights

2.161 RESERVED

2.162 Source Code Escrow

(a) Definition. "Source Code Escrow Package" as shall mean:

- (i) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
- (ii) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (iii) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

(b) Delivery of Source Code into Escrow. Escrow as defined by this contract shall mean establishment of a safe deposit box at a mutually agreed upon local bank. State access is guaranteed by having been named on the signature card and also by holding a key to the box. Contractor shall deliver a Source Code Escrow Package into Escrow.

(c) Delivery of New Source Code into Escrow. If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit into Escrow, in accordance with this Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

(d) Verification. The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

(e) Escrow Fees. All fees and expenses charged to establish and maintain the safe deposit box will be paid by the Contractor.

(f) Release Events. The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

- (i) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;



- (ii) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
- (iii) The Contractor discontinues support of the provided product other than in accord with the provisions of the Support Agreement in effect between the Contractor and State after Final Acceptance of the product by the State

(g) Release Event Procedures. If the State desires to obtain the Source Code Escrow Package from Escrow upon the occurrence of an Event in **Section 2.162(f)**, then:

- (i) The State shall comply with all procedures in this Contract;
- (ii) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (iii) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

(h) License. The State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

(i) RESERVED

2.163 Rights in Data

(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to the Contract. Contractor will not use the State’s data for any purpose other than providing the Services, nor will any part of the State’s data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor other than those on a strictly need to know basis have access to the State’s data. Contractor will not possess or assert any lien or other right against the State’s data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

(b) The State is and shall remain the owner of all State-specific data pursuant to the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor’s data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided to the State shall remain the State’s sole and exclusive property.

2.164 Ownership of Materials

State and Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.165 RESERVED



2.166 Pre-existing Materials for Custom Software Deliverables

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

2.167 General Skills

Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.

2.170 Warranties And Representations

2.171 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.



(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(m) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

(n) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.

2.172 Software Warranties

(a) Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of ninety (90) days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.



(b) No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the “No Surreptitious Code Warranty.”

As used in this Contract, “Self-Help Code” means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, “Unauthorized Code” means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

(c) Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

(d) Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor’s authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.173 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will



undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within 30-business day's of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.174 Physical Media Warranty

(a) Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than thirty (30) days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.175a DISCLAIMER

THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.175b Standard Warranties

(a) Warranty of Merchantability

Deliverables shall be merchantable. All Deliverables shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor on the container or label.

(b) Warranty of fitness for a particular purpose

When Contractor has reason to know or knows any particular purpose for which the Deliverables are required, and when the State is relying on the Contractor's skill or judgment to select or furnish suitable Deliverables, the Contractor warrants that the Deliverables are fit for such purpose.



(c) Warranty of title

Contractor shall convey good title in those Deliverables, whose transfer is right and lawful. All Deliverables provided by Contractor shall be delivered free from any security interest, lien, or encumbrance. Deliverables shall be delivered free of any rightful claim of any third person of ownership, interest, lien or encumbrance.

2.176 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, such breach may be considered as a default in the performance of a material obligation of this Contract.

2.180 Insurance

2.181 Liability Insurance

(a) Liability Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract shall be issued by companies that have been approved to do business in the State.

See http://www.mi.gov/cis/0.1607.7-154-10555_22535---.00.html.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before the Contract is signed by both parties or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget,



P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Each Occurrence Limit
- \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
- \$100,000 each employee by disease
- \$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).



- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

(b) Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

(c) Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.



2.190 Indemnification

2.191 Indemnification

(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

(c) Employee Indemnification

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(d) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the 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.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.



2.192 Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

2.193 Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.200 Limits of Liability and Excusable Failure

2.201 Limits of Liability

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract or \$200,000 (for low risk contracts – Select a higher amount for moderate to high risk contracts) which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this



Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.202 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services/provision of Deliverables for more than ten (10) Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination.

Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.



2.203 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

2.210 Termination/Cancellation by the State

The State may terminate this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

2.211 Termination for Cause

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State (such time period not to be less than thirty (30) days), or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

(b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of fifty percent (50%) more than the prices for such Service/Deliverables provided under this Contract.

(c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State shall pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

(d) In the event this Contract is terminated for cause pursuant to this Section, and it is determined, for any reason, that Contractor was not in breach of contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.

2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.



2.213 Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon thirty (30) days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.214 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Contractor's business integrity.

2.215 Approvals Rescinded

The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.216 Rights and Obligations Upon Termination

(a) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in Deliverables that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such



items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.217 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

2.218 Contractor Transition Responsibilities

In the event this contract is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts shall include, but are not limited to, the following:

(a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

(b) Information - The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

(d) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.



(e) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates specified by **Article 1, Attachment C**. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.219 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.220 Termination by Contractor

2.221 Termination by Contractor

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) days), then Contractor may terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

2.230 Stop Work

2.231 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to ninety (90) calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this **Section 2.230**. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.210**.

2.232 Cancellation or Expiration of Stop Work Order

If a stop work order issued under this **Section 2.230** is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.106**.



2.233 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under **Section 2.212**, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.230**.

2.240 Reserved

2.250 Dispute Resolution

2.251 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Administrator or his designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

2.252 Informal Dispute Resolution

(a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Acquisition Services, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within sixty (60) calendar days, the Director of Acquisition Services, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.

(b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to the Contract.



2.253 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.254 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.210** and **2.220**, as the case may be.

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Contract.

2.262 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.263 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.270 Litigation



2.271 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Administrator within thirty (30) days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:

(A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and

(B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.

(c) Contractor shall make the following notifications in writing:

(1) Within thirty (30) days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify the Office of Acquisition Services.

(2) Contractor shall also notify the Office of Acquisition Services within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor shall also notify Acquisition Services within thirty (30) days whenever changes to company affiliations occur.

2.272 Governing Law

The Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.273 Compliance with Laws

Contractor shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.



2.274 Jurisdiction

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.280 Environmental Provision

2.281 Environmental Provision

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act. This Contract does not cover the handling, removal, or disposal of all Hazardous Materials.

(a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Prior to the commencement of Work, the State shall advise Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of such Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, give written notice to the State of the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the affected Work shall be resumed as directed in writing by the State. Any determination by the Michigan Department of Community Health and/or the Michigan Department of Environmental Quality (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the State and Contractor for the purposes of resuming the Work. If any such incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material in accordance with Applicable Laws to the condition approved by applicable regulatory agency(ies). If the Contractor fails to take appropriate action pursuant to Applicable Laws and consistent with the State requirements, then the State may take appropriate action.



2.290 General

2.291 Amendments

The Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties.

2.292 Assignment

(a) Neither party shall have the right to assign the Contract, or to assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein, and the requirement under the Contract that all payments shall be made to one entity shall continue.

2.293 Entire Contract; Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by **Section 2.061**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of **Sections 2.110 through 2.220** of the Contract, which may be modified or amended only by a formal Contract amendment.

2.294 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.295 Relationship of the Parties (Independent Contractor Relationship)

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.



2.296 Notices

(a) Any notice given to a party under the Contract shall be deemed effective, if addressed to such party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State of Michigan
Office of Acquisition Services
Attention: Steve Motz
530 West Allegan
Lansing, Michigan 48909
motzs@michigan.gov

with a copy to:

State of Michigan
Department of Information Technology
Attention: Mary Ladd
525 West Allegan Street
Lansing, Michigan 48913
laddm@michigan.gov

Contractor(s):
Name
Address

Either party may change its address where notices are to be sent by giving notice in accordance with this Section.

(b) Binding Commitments

Representatives of Contractor identified in **Article 1, Attachment B** shall have the authority to make binding commitments on Contractor's behalf within the bounds set forth in such table. Contractor may change such representatives from time to time upon written notice.

2.297 Media Releases and Contract Distribution

(a) Media Releases

Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.

(b) Contract Distribution

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

**2.298 Reformation and Severability**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.299 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

2.300 No Waiver of Default

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

2.301 Survival

Any provisions of the Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.302 Covenant of Good Faith

Each party agrees that, in its dealings with the other party or in connection with the Contract, it shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.303 Permits

Contractor shall obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.304 Website Incorporation

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.305 Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes defined in Section 3.022 for all persons involved in the resulting Contract.



2.306 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.307 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this Contract.

2.308 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a leading edge on the competitive RFP.

2.310 Reserved

2.320 Extended Purchasing

2.321 MiDEAL

Public Act 431 of 1984 permits DMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: <http://www.michigan.gov/doingbusiness/0,1607,7-146-6586-16656--,00.html>. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment at the established State of Michigan contract prices and terms to the extent applicable and where available. Inasmuch as these are non-state agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis.



To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.322 RESERVED

2.330 Federal Grant Requirements

2.331 Federal Grant Requirements

The following links contain certifications and terms which may be required for some purchases paid via Federal funds. They are included here to be utilized as required.

Lobbying Certifications are usually for agreements over \$100,000. The debarment certification is required for all agreements. The last link is where you can go and search for debarred or suspended contractors.

http://straylight.law.cornell.edu/uscode/html/uscode31/usc_sec_31_00001352----000-.html

http://www.archives.gov/federal_register/codification/executive_order/12549.html

http://www.archives.gov/federal_register/executive_orders/pdf/12869.pdf

<http://www.epls.gov/epls/servlet/EPLSearchMain/1>



Appendix 1

Listing of Active EBC Installations in Michigan

Listing of Active EBC Installations in Michigan

4/5/2004

Facility Name	contact1	phone1	Location
Allegan General Hospital	Fran Hill	269-686-4192	Allegan
Alpena General Hospital	Gayle Thibault	989-356-7330	Alpena
Battle Creek Health Systems	Jane Prigun	269-964-5868	Battle Creek
Bay Regional Medical Center	Shirley Kelly	989-894-6432	Bay City
Bell Memorial Hospital	Vicky Burdick	906-485-2123	Ishpeming
Bi-County Community Hospital	Peggy Kupiszewski	586-759-7369	Warren
Bixby Medical Center	Mary Westphal	517-265-0960	Adrian
Bon Secours Hospital	Jennifer Lapore	313-343-1879	Grosse Pointe
Borgess Medical Center	Christine Juenemann	269-226-5925	Kalamazoo
Botsford General Hospital	Amie Edie	248-471-8175	Farmington Hills
Bronson Birthplace-LVCH	Pat Flory	269-657-1315	Paw Paw
Bronson Methodist Hosp.	Stevie Finn	269-341-6473	Kalamazoo
Carson City Hospital	Jill O'Brien	989-584-3971ext234	Carson City
Central Mich Community	Penny	989-772-6754 #2	Mt Pleasant
Charlevoix Area Hospital	Jeannie Rankl	231-547-8561	Charlevoix
Clinton Memorial Hospital	Karen Tomczyk	989-224-6881ext464	St Johns
Community Health Center	Linda Stempien	517-279-5456	Coldwater
Community Hospital	RaiAnn Ferrier	269-463-3111ext440	Watervliet
Community Mem. Hospital	Shelia Morgan	231-627-1524	Cheboygan
Covenant HealthCare	Anne E Veitengruber	989-583-4797	Saginaw
Crittenton Hospital	Paula Grube	248-652-5221	Rochester
Dickinson Co Mem Hospital	Carolyn Martinez	906-776-5479	Iron Mountain
Foote Memorial	Camie Wollet	517-788-4903	Jackson
Garden City Osteo Hospital	Tirza Marie Brown	734-458-4405 #2	Garden City
Genesys Health Park	Gloria/Everyone	810-606-5880	Grand Blanc Twp
Gerber Memorial Hospital	Connie Kuehnl	231-924-1361	Fremont
Grand View Hospital	Cecelia Jakkola	906-932-5330ext6018	Ironwood
Gratiot Community Hospital	Bunny	989-466-3278	Alma
Hackley Hospital	Clare TerBorg	231-726-3511 pager 350	Muskegon
Hayes Green Beach Hosp	Linda Bongiovanni	517-543-1050ext293	Charlotte
Henry Ford Hospital	Kris Perry	313-916-1752	Detroit
Henry Ford Wyandotte	Aundrea Kirkland	734-324-3527	Wyandotte
Herrick Memorial	Sherry Vredevelt	517-424-3416	Tecumseh
Hillsdale Comm Health Ctr	Brenda	517-437-5180	Hillsdale
Holland Community Hosp	Lori VanDussen	616-394-3153	Holland
Hurley Medical Center	Pat Williams	810-257-9543	Flint
Huron Memorial Hospital	Pam Roberts	989-269-9521ext4257	Bad Axe
Huron Valley Sinai	Donean Jakubiek	248-937-3367	Commerce Twp
Hutzel Hospital	Louise Donald	313-745-6521	Detroit
Ingham Regional Med Cntr	Kelli Galloway	517-334-2996	Lansing
Ionia County Mem Hospital	Kathy Thompson	616-527-4200	Ionia
Lakeland Medical Ctr Niles	Leah Frazier	269-687-1831	Niles
Lakeland Medical Ctr St Joseph	Jackie Ballard	269-983-8816	St Joseph
Lakeshore Community Hospital	Kathy Thomas	231-861-3046	Shelby
Lapeer Regional Hospital	Charla Johnson	810-667-5555	Lapeer
Marquette General Hosp.	Gayle Fitzpatrick	906-225-7390	Marquette
McKenzie Memorial Hospital	Shirley or Paulette	810-648-3770ext310	Sandusky



McLaren Regional Med Ctr.	Nannette Enriquez	810-342-2656	Flint
Mecosta County General Hosp	Mary Haywood	231-592-4238	Big Rapids
Memorial Healthcare Center	Deborah Crane	989-723-6466	Owosso
Memorial Medical Center	Catherine Brinkman	231-845-3620	Ludington
Mercy General Health Partners	Georgia Brandenburg	231-777-6234	Muskegon
Mercy Hlth Serv North-Cadillac	Nicole	231-876-7483	Cadillac
Mercy Hlth Serv North-Grayling	Arlene Bowman	989-348-0410	Grayling
Mercy Memorial Hospital	Donna Bruck	734-242-9030	Monroe
Metropolitan Hospital	Julie Martinus	616-252-7790	Grand Rapids
MidMichigan Med Ctr-Clare	Carol Cooper	989-802-5156	Clare
MidMichigan Med Ctr-Midland	Debra Sanderson	989-839-3219	Midland
Mt. Clemens General Hosp.	Shawnlee McMillan	586-493-8298 or 8126	Mt Clemens
Munson Medical Center	Lorie Evans	231-935-6353	Traverse City
North Oakland Med Centers	Judy Frantz	248-857-6750	Pontiac
North Ottawa Comm Hosp	Debbie Ohlendorf	616-847-5257	Grand Haven
Northern Mich. Hospital	Jane Roberts	231-487-4226	Petoskey
Oaklawn Hospital	Tracy Brown	269-789-3902	Marshall
Oakwood Hospital Annapolis	Renee Beauchamp	734-467-4378	Wayne
Oakwood Hospital Dearborn	Carol Jung-Zdero	313-593-7630	Dearborn
Oakwood South Shore Med Ctr	Nancy Pawelec	734-671-3950	Trenton
Otsego Memorial Hospital	Renee Nowicki	989-731-2224	Gaylord
Pennock Hospital	Sally J. Kinney	269-948-3129	Hastings
Port Huron Hospital	Pat Harvey	810-989-3127	Port Huron
Portage Hospital	Sheri Tapani	906-483-1529	Hancock
Providence Hospital	Beverly Ficklen	248-849-3178	Southfield
River District Hospital	Mary Barron	810-326-2072	East China
Sinai-Grace Hospital	Carrie Arrington	313-966-4167	Detroit
South Haven Comm Hospital	Michelle Carter	269-637-5271ext2355	South Haven
Sparrow Hospital	Barb Skowneski	517-364-2703	Lansing
Spectrum-Butterworth	Traci/Melissa/Jodi	616-391-1665	Grand Rapids
St Joseph Mercy Livingston Hos	Carole Ford	517-545-6049 or 6272	Howell
St. Francis Hospital	Barb/Terry Hjort	906-786-5707ext5412	Escanaba
St. John Detroit Riverview	Angela Johnson	313-499-4591	Detroit
St. John Hospital	Pamela Burnett	313-343-3787	Detroit
St. John Macomb Hospital	Lynn Geldhof	586-573-5080 #2	Warren
St. Joseph Mercy Ann Arbor	Anne De-Angelis-Smit	734-712-3836	Ann Arbor
St. Joseph Mercy Clinton Twp	Rosalie Parker	810-263-2474ext4477	Clinton Twp
St. Joseph Mercy Pontiac	Sonia Cowart	248-858-3000ext4282	Pontiac
St. Mary Mercy Livonia	Christie	734-655-4258	Livonia
St. Mary's Mercy Med Ctr	Teresa Tilman	616-752-6452	Grand Rapids
Sturgis Hospital	Nancy Rank	269-659-4267	Sturgis
Tawas St. Joseph Hospital	Dianne Coffman	989-362-9371	Tawas City
Three Rivers Area Hosp	Marci Weinberg	269-278-1145ext251	Three Rivers
United Memorial Hlth Ctr	Teresa Ruehs	616-754-3776	Greenville
Univ. of Michigan Hosp.	Lola Olds	734-936-7481	Ann Arbor
War Memorial Hospital	Christina Wall	906-635-4461	Sault Ste Marie
West Branch Reg Med Cntr	Nancy	989-345-3660ext3184	West Branch
West Shore Med Ctr	Beverly	231-398-1282	Manistee
Zeeland Comm. Hospital	Annie Loser	616-748-8703	Zeeland

**Appendix 2**

Outline of System Features and Functions

Required Current Systems Features and Functions

The required features of the new system must provide features and functions that match or enhance the current functional features of the Michigan version of the Electronic Birth Certificate that is now in use within the state of Michigan. These features are listed in an outline format.

Basic Functions

- Enter records/information
 - Birth
 - Paternity
 - Fetal Death
 - Birth Defect
- Augment birth record data
 - Immunizations
 - Hearing Screening
 - Date Sent to Local Registrar
- Automatic Screen for Potential Duplicate Entry
- Retrieve Records
- Correct/Update Records
- Print Records
- Standard Statistics Reports

Basic Features

- Point of Entry Editing
- Pop Up Windows/drop downs
- Attendants/Certifiers File
 - Dr “On the Fly”
- Reference Files
 - Town/State/Country/Race/Ancestry
 - “On the Fly” entry
- Auto-fill Twins
- Multi-user

User Customization

- Hospital Specific Defaults
 - Birth Defects
 - Hearing Screen
 - Local File Dates
- Hospital Specific User Built Forms
- Hospital Specific User Built Reports
- Hospital Specific User Built Screens and Items/Edits



Hospital Data Base Controls

- View Status Flags
- Reset Status Flags
 - Completeness status
 - Print status
 - Download/release flag
 - Defect status
- Inventory Pending
 - View
 - List

State Level Database Controls

- Inventory Unresolved Records
- Control for Specific Flags/Statuses and Files
- Reference Files for Towns/Counties/States/Countries/Races/Ancestries
 - “On the Fly” Management and Resolution

Hospital Specific Hard Copy Output

- Birth Abstracts
- Birth Defects Abstract
- Printed Certificates to plain paper
- Printed Paternities to plain paper
- Standard Reports
 - View file or print
- Custom Reports
 - View file or print
- Custom Forms
- User Customized Import Files
- User Customized Export

Hospital Specific Custom Report Writer Formatting Features

- Edit field names
- Forms Builder
 - Formatted Listings
 - Formatted Abstracts
 - Literal Text Field Capacity
- File Builder
 - ASCII/Text
 - CSV



Hospital Specific Custom Report Writer Formatting Functions

- Create
- Store
- Modify
- List Specs

Hospital Specific Report Writer Report Generation Functions

- Case Selection - And/Or with Multiple Groups of Conditions
- Statistics
- Sort Feature
- Frequencies
- Averages

Hospital Specific Report Writer Report Generation Features

- Create
- Store
- Modify
- Direct Output
- Time Period

Hospital Specific Operating Controls

- Form Specific Printer Settings
 - Birth Certificate
 - Paternity
 - Birth Defects/Fetal Death/Abstracts
 - Reports



State Level Functioning

- State office entry of state specific fields using queues and statuses
- Assignment of state file numbers and registration dates
- Record coding review and review of other and add on fly entries using queues and statuses
- Table driven generation of electronic files and print files for local health with GUI management features
- Generation of statistical extract files
- System for flagging record statuses as to completeness and update status
- Separate status flags for birth defects, immunization and for hearing screen information
- Automated generation of NCHS statistical files on completion and following update
- Automated generation of SSN files on completion by hospital or by state, depending on facility status and as requested by state staff
- Database that supports interface with key systems of the Birth Registry System, the immunization system, the Michigan Disease Surveillance System and the Michigan Medicaid Information System.
- Reference table maintenance interfaces for states and countries, towns, counties, races, ancestries, and other tables required by the system.
- Hard copy listing of pending records by facility
- Hard copy printing of abstracts and live birth certificates



Required Enhanced Features and Functions

New features for the system that leverage the real time aspect of the new system and improve on the user friendliness and efficiency of the new interface are listed below.

Web based (GUI) interface

Automatic live update for version control

Help Features that correspond to federal specifications and are easily edited and maintained by state staff

Instantaneous edit checking of individual items with pop up windows to enable interactive review and correction of all items involved with edit rule

Visual cueing of field statuses with quick record status summary and work queues

Enhanced record search capability including multiple item searches, partial item entry and wildcards
Enhanced printing of long names

Ease of printing multiple forms, i.e. select multiple form types from list

Ability to update live birth data for initial registration, for submission of correction requests and for hospital information only.

System for hospital submission of corrections/updates within 60 days of birth for state office review and approval

Ability to insert specific state level fields into records for back office state level processing and monitor status of records requiring state level processing.

Generating an ASCII or dbf extract file of birth records as specific statuses are hit.

Generating abstract print files for local health, as is in place under ADPS now.

Modifications and enhancements to revised certificate and revised coding for 2005

Procedures to move legacy hospital data forward to 2005.

Capability to Effectively Navigate with Keyboard or Mouse for Ease of Data Entry

Use of drop down lists with true type ahead selection of pick list options, i.e. Typing "M" scrolls to 1st "M" state, then "I" to first "MI" state then "C" to "Michigan"

Comprehensive security using user profiles and passwords, data encryption and assigned user roles and authorities.

Building of screens, forms, and reports using Windows drag and drop for data elements

Electronic interface with a third-party address validation program with full geographic coding capability including state, county, city or minor civil division, census tract, census block, longitude and latitude.

Online system access through training module for hospital and other user training including a separate training database.



Item edit specifications and data entry instructions and help screens must be consistent with the specifications and recommendations of the National Center for Health Statistics with specific exceptions to be outlined.

Data set to be collected must follow the recently revised national standard forms for live birth and fetal death with specific exceptions to be outlined

Information on the revised forms and federal specifications for data capture and editing are available from the Web site for the Centers for Disease Control and Prevention at www.cdc.gov.



The system will accommodate distinct record types for Birth, Paternity Affidavit, Fetal Death and Birth Defects.

Regarding Hearing Screening, a separate screen and release point will be accommodated for initial screening data. The additional screen will only be available to users with the appropriate security process. The full record will be visible, however only the fields on the Hearing Screening page will be enable for editing. All other fields will be “grayed-out” and not editable. The release point will be additionally addressed during joint application design sessions, with the major focus on this data not “holding up” the birth record. The hearing screening information from the initial screening maybe released at a separate point in time. Should a re-screening occur, a separate screen and release point will be accommodated. The additional screen will only be available to users with the appropriate security process. The full record will be visible, however only the fields on the Re-Hearing Screening page will be enable for editing. All other fields will be “grayed-out” and not editable. The release point will be additionally addressed during joint application design sessions, with the major focus on this data not “holding up” the birth record. The hearing screening information from the re-screening maybe released at a separate point in time.

Regarding Birth Defects, a separate screen and release point will be accommodated for initial birth defect data. The additional screen will only be available to users with the appropriate security process. The full record will be visible, however only the fields on the Birth Defects page will be enable for editing. All other fields will be “grayed-out” and not editable. The release point will be additionally addressed during joint application design sessions, with the major focus on this data not “holding up” the birth record. The birth defects information maybe released at a separate point in time.

Regarding Hepatitis B, a separate screen and release point will be accommodated for Hepatitis B data. The additional screen will only be available to users with the appropriate security process. The full record will be visible, however only the fields on the Hepatitis B page will be enable for editing. All other fields will be “grayed-out” and not editable. The release point will be additionally addressed during joint application design sessions, with the major focus on this data not “holding up” the birth record. The Hepatitis B information maybe released at a separate point in time.

Augment birth record data

Within Registration, in addition to demographic information, the system will capture two (2) additional fields related to Immunization, and six (6) additional fields related to Hearing Screening. The aforementioned fields will support the relevant range and edit checks.

Within Registration, the system will support the capture or system generated date and time the record was sent to the Local Registrar.

Automatic Screen for Potential Duplicate Entry

WebEBC™ will use four criteria to check for duplicate records. If a potential duplicate record is found, a warning will be displayed. At that point, the user may choose to continue to enter information into the birth record. However, it will be necessary for the user to edit at least one of the fields that the system uses as a duplicate check in order to save the record.

Retrieve Records

Within Registration, the capability exists to perform a ‘quick search’ by viewing a list of birth records that are unresolved, and/or not yet filed with the State. This list is referred to as an Unresolved Work Queue. Once a birth record has been released to the State, it will no longer appear on this list. However, while the birth record is still in the Unresolved Work Queue, the hospital can select a birth record from the Unresolved Work Queue for viewing and editing.

The second method of retrieving records is the ‘Open Birth Record’ feature which is a random access search engine. This search feature allows for a partial name search; meaning as little as one character can be placed in any of the search fields. All records that match on the entered values are returned to a grid. The user selects a specific record from the grid to return to the registration screen for viewing or further work.



Correct/Update Records

The system will provide the capability to update an existing record in Registration that has not been released to the State.

Records that are eligible to be updated may be retrieved using the Unresolved Work Queue. Once the record is retrieved to the Registration screen, the system will display the birth registration tab pages with the previously entered data. As birth related data is changed and/or added, the system will validate the birth data according to the edit rules defined in the Data Dictionary.

Print Records

Printing of the 'original record of birth' will be supported at the State as a batch process. It is also available as a discrete printing process for any individual record that is retrieved manually.

Standard Statistics Reports

The list of standard reports will include Incomplete Birth Record List, Timeliness in Filing, Low Birth Weight, Multiple Births, Newborn Admissions List, Uncertified Birth Record List, Birth Occurrence List.

Basic Features

Point of Entry Editing

Point of entry editing is supported by Genesis trademark feature, Fast-Fire™. All of the system edits are displayed in Real Time. This means that the operator is questioned about the entry as the entry itself is being entered. The system provides a detailed explanation regarding the condition that triggered the edit so the user can easily determine the reason the values have been questioned. These checks alert the data entry operator of invalid or questionable data. Edits are divided into two categories: Range Checks that examines the entry made for a given field and compares it to two different thresholds and Cross Checks which compare values entered in two or more fields, and then determines the consistency among the fields. Each category contains two thresholds: Soft Edits where the user will be asked to verify the data entered when it is outside the normal range but within the acceptable extremes and hard edits where the user will be issued a warning when the data entered is outside acceptable extremes and the value entered will not be accepted.

Pop Up Windows/drop downs

All drop down lists in Registration are supported by Genesis trademark feature, MindsEye™. MindsEye™ deviates from typical combo boxes by not limiting the filter to the first letter, but rather uses a successive filter while typing. For example, when focus is on the State field, and the user types a 'C', focus will be on 'C'alifornia. If the user then types an 'O', the field will filter down to 'CO'lorado and then when the user types an 'N' the field will filter to 'CON'necticut. This is different because in typical Windows applications, the first 'C' would yield California, but pressing the 'O' would give the user Oregon and the 'N' would probably produce North Carolina. In WebEBC, the 'State' lists also support the two character standard abbreviation such as 'OK' or 'OH' or 'NJ' to immediately focus on the correct choice.

Add on the Fly (AOF)

Within Registration, fields such as Certifier/Attendant, Town, and State are supported by 'pick lists'. The pick lists allow the user to select a correct choice from a list rather than typing a 'free formed' response to questions. The list is created from a Library table that stores not only the literal text for the item but also other related information that is required by the system.

During the registration process, the user may not be able to find the applicable library maintenance table record in the associated pick list. The registration process would be interrupted if the user had to access the Library Maintenance window from the Main Menu in order to enter the new value. Therefore, the hospital user can enter the new value and it's associated properties into the Library Maintenance Table directly from within the registration process.



Auto-fill Twins

When entering a multiple birth in Registration, a prompt will appear asking if you would like to add the other 'multiple birth' data at this time. Responding Yes will cause the record to automatically pre-populate with the data that is similar across multiple births to the same mother.

Multi-user

The system is Web based and accordingly supports multiple users either through the Internet or directly connected. The security module drives all aspects of access to the system and to processes within the system. A system administrator at the MDCH can fully configure a user for any location. Fully configure includes specifying the locations from which the user can log on (specific facilities, local registries, MDCH), and the individual modules and processes that the user will have access to. The menus that a user will experience after logging on to the system are determined by the modules and processes contained in their profile.

User Customization

Hospital Specific Defaults

Please refer to 'Augment Birth Record Data' topic above.

Hospital Specific User Built Forms

This tool would permit a user to define a form to specify the appearance of data for a record that could either be viewed or printed. The system will accommodate the existing functionality that exists in the current DOS based system. It does not currently exist in the core product and is therefore a separate pricing item.

Hospital Specific User Built Reports

The Genesis trademark ad hoc reporting tool, Drag-It™, provides an unlimited variety of listings along with the ability to summarize some statistics such as counts, minimum, maximum, etc. The counts can be made on any field or combination of fields. A report is configured and then saved so that it can be used as standard output on a routine basis. Any number of specific reports can be created and stored in this fashion. Creating a report involves selecting the data elements that you wish to have as part of your output. These are dragged from a field list and dropped to a grid.

Similarly, you select fields to use as filters and then supply the values to use along with keywords such as 'like', '<>', '=', '>', '<'. In addition, logical operators, once the resulting query is run, the results appear as a grid containing the fields you requested as your output regarding only records that match your filter criteria.

The output of a report can be displayed as a grid on the screen, printed, or sent to an ASCII file (flat ASCII or comma delimited). This makes DragIt™ an ideal means for generating printed indexes or for exporting sub-sets of data to other systems on a demand basis.

Finally, as mentioned above, the reports that you create are given a name and then stored so that they can be used over and over again without having to recreate them each time. DragIt™ eliminates your dependency on any finite group of standard listings or output files that may be specified. The tool allows you to design your own output to meet whatever needs may arise.

Hospital Specific User Built Screens and Items/Edits

The Genesis trademark ad hoc screen tool, DataFlex™, feature addresses the need to periodically add new data items to the collection of fields being captured in any given data set. DataFlex™ provides a means for creating and modifying additional data entry screens for the birth module. On the Ad Hoc screens, MDCH staff can drag and drop new data capture fields, remove previously created fields, and set or change properties for the fields. The properties include field type (text, date etc.), mandatory or not, allow 'unknown' or not, allowable characters, characters not allowed, lowest and highest values.



When enabled, the DataFlex™ screens become a transparent part of the normal data entry process. Our present implementations support up to 4 complete screens that can be created and modified in this manner for each primary module (birth, death etc.). This number can be expanded if needed. The data entered is stored in a linked table in the database

Hospital Data Base Controls

View Status Flags

Work queues indicate the level of completion of an existing record and the tasks that need to be completed upon any given record. The Unresolved Record Queue in Registration may be filtered to identify status such as All Unresolved, Legally Unresolved, Statistically Unresolved and Unsent Paternity. Additionally the system will generate an Unresolved Work Queue Report, which will indicate the status of the record at the given time.

Reset Status Flags

Regarding the legacy Reset Download flag, the proposed system will support the unlocking of records back to the facility through a separate database at the State and function similar to what the current Genesis DOS EBC™. The facilities will have 60 days to modify the records; after 60 days the records will be locked down from editing by the facilities.

State Level Database Controls

Inventory Unresolved Records

The Facility Unresolved Record List will produce a list of all unresolved birth records in which the date of the child's birth is within the provided range. The list will include all records that are being held at the facility for any reason. The listing will provide identifiers for the record and a grid to indicate the reason or reasons that the record is unresolved. The report can be modified to include records pending due to distinct release points. Additionally, the listing will be sorted by facility with a page break between facilities so that a copy of any given facility can be sent to the facility for action.

Control for Specific Flags/Statures and Files

Flagging Records refers to a process provided within the system to mark a record to indicate a special circumstance. Each 'flag' will be associated with a corresponding message and in some cases will cause the system to restrict some functions from being performed on the record (issuance). The message associated with a given flag will appear on screen when a record is retrieved at either the State or as part of the issuance process. A user may manually set or unset any of these flags based on assigned Security.

Reference Files for Towns/Counties/States/Countries/Races/Ancestries

The AOF validation process insures the integrity of the library tables without placing significant inconvenience on the data entry process. Library table entries that may be needed but that are not found in the library can be 'added on the fly' by the data entry facility; however, the AOF validation process at the State provides a review step that verifies the validity of the provisional library file insertion. The process also reserves the act of supplying required codes for the provisional entries to trained State personnel.

Hospital Specific Hard Copy Output

Birth Abstracts

Printing of the birth abstract will be accommodated.

Birth Defects Abstract

Printing of the birth defect abstract will be accommodated.

Printed Certificates to plain paper



Printing of the birth certificate will be accommodated.

Printed Paternities to plain paper

Printing of the paternity will be accommodated.

Standard Reports

The list of standard reports will include Incomplete Birth Record List, Timeliness in Filing, Low Birth Weight, Multiple Births, Newborn Admissions List, Uncertified Birth Record List, Birth Occurrence List.

Custom Reports

Please refer to Genesis trademark ad hoc reporting tool, Drag-It™ referenced in *User Customization: Hospital Specific User Built Reports*

Custom Forms

Please refer to *User Customization: Hospital Specific User Built Forms*.

User Customized Import Files

The system also supports a standard data import mechanism that allows introduction of new provisional records from other sources. This process can be used at the originating location to take advantage of electronic data that may have been input through other systems but that relate to new records that need to be added to the system. The data import feature places the uniform record format incoming information in a pending table and it waits there until the user begins to data enter the corresponding record into the system. Specific data fields that are available in the pending table for the record are automatically populated during data entry, however, the validity of this data is not assumed and therefore the user tabs through to trigger the related validation processes.

User Customized Export

Please refer to Genesis trademark ad hoc reporting tool, Drag-It™ referenced in *User Customization: Hospital Specific User Built Reports*

Hospital Specific Custom Report Writer Formatting Features

Edit field names

Please refer to Genesis trademark ad hoc screen generator, Data-flex™ referenced in *User Customization: Hospital Specific User Built Screens and Items/Edits*.

Forms Builder

Please refer to *User Customization: Hospital Specific User Built Forms*.

File Builder

Please refer to Genesis trademark ad hoc reporting tool, Drag-It™ referenced in *User Customization: Hospital Specific User Built Reports*

Hospital Specific Custom Report Writer Formatting Functions

Regarding Customized reporting including features to create, store, modify and list specs, please refer to Genesis trademark ad hoc reporting tool, Drag-It™ referenced in *User Customization: Hospital Specific User Built Reports*

Hospital Specific Report Writer Report Generation Functions

Regarding Customized reporting including case selection, statistics, sort feature, frequencies and averages, please refer to Genesis trademark ad hoc reporting tool, Drag-It™ referenced in *User Customization: Hospital Specific User Built Reports*



Hospital Specific Report Writer Report Generation Features

Regarding Customized reporting including features to create, store, modify, direct output and time period, please refer to Genesis trademark ad hoc reporting tool, Drag-It™ referenced in *User Customization: Hospital Specific User Built Reports*

Hospital Specific Operating Controls

Form Specific Printer Settings

Each 'hard copy' product from the system is associated with a given printer and characteristics of the printer can be set or changed from within the proposed system. The system will support a Printer Setup utility that provides the capability to associate each PC with a specific printer to be used for each printed form. Once a particular form has been assigned to a specific printer, other settings, such as desired tray can also be set on a form-by-form basis.

State Level Functioning

State office entry of state specific fields using queues and statuses.

Records that have been released to the State requiring state specific fields will be routed to a work queue for reconciliation. Examples include, AOF Validation, Demographic Review (race coding) or Affidavit of Paternity Review.

Assignment of state file numbers and registration dates

The system will support automatic assignment of State File Number and date filed upon record completion.

Record coding review and review of other and add on fly entries using queues and statuses

Please refer to State Level Database Controls: *Reference Files for Towns/Countries/States/Countries/Races/Ancestries*

Table driven generation of electronic files and print files for local health with GUI management features

The system will support the table driven generation of electronic files and print files for local health.

Generation of statistical extract files

The system will support the generation of a yearly statistical extract or "frozen file."

System for flagging record statuses as to completeness and update status

Please refer to *State Level Database Controls: Inventory Unresolved Records* and *State Level Database Controls: Control for Specific Flags/Statuses and Files*.

Separate status flags for birth defects, immunization and for hearing screen information

Please refer to Article 1, Appendix 2: *State Level Database Controls: Inventory Unresolved Records*.

Automated generation of NCHS statistical files on completion and following update

The system supports the automated generation of NCHS statistical files on completion and following an update.

Automated generation of SSN files on completion by hospital or by state, depending on facility status and as requested by state staff

The system supports the automated generation of SSN for all birth records where the request for a Social Security Number for the registrant has been indicated.

Database that supports interface with key systems of the Birth Registry System, the immunization system, the Michigan Disease Surveillance System and the Michigan Medicaid Information System.



Genesis will coordinate the work needed in integrate the new Web EBC system with the existing State systems. This will include export files of data for inclusion in the Michigan Registry System, the Michigan Childhood Immunization System, the Michigan Medicaid Information System, the Central Paternity Registry, and the Michigan Disease Surveillance System. Genesis anticipates that this will be accomplished via a single extract file with the information needed to integrate to the aforementioned systems.

Reference table maintenance interfaces for states and countries, towns, counties, races, ancestries, and other tables required by the system.

Library Maintenance allows a user to add or edit entries in each of the supported library tables. The system is based on a relational database model and involves tables that are supported by a 'GUI' interface as well as tables that are configured at design time for use by the system. Tables that have a 'GUI' interface are those that can be maintained by the user from within the application. Examples include: States/Countries, Counties, Cities, Zip Codes, Facilities and Attendants/Certifier.

Hard copy listing of pending records by facility

Please refer to *State Level Database Controls: Inventory Unresolved Records*.

Hard copy printing of abstracts and live birth certificates

Please refer to Hospital Specific Hardcopy Output: Birth Abstracts.



Required Enhanced Features and Functions

Web based (GUI) interface

The system utilizes GUI menu bars, toolbars and 'hot keys' support navigation through the application. Consistency is maintained from one module to the next so that standard icons, menu labels and hot key sequences can be quickly learned and employed.

Automatic live update for version control

When the client logs into the system, the application automatically accesses the presentation server and checks for any software updates, downloading new components where necessary. This version control process ensures that the user is employing the most up to date software components, data structures, and edits, ensuring accurate data capture.

Help Features that correspond to federal specifications and are easily edited and maintained by state staff

Genesis proposed solution supports up to three distinct help levels: system level, screen level, and field level specific to each module and can be accessed using both mouse and keyboard:

System level help provides access to a table of contents, an index, and a word search feature. These provide various ways to find and access every specific help topic in the system.

Screen level help directly accesses a specific help topic regarding the process or screen that currently has focus.

Field level help opens a window and displays text that has been specifically written to define or describe the data element that currently has focus. The field level help is supported by a utility in the application that will allow designated State personnel to author or edit the help content about each field. The system also provides the capability to hyperlink to alternate information locations if needed, to further explain the concept when space allotted is not adequate.

Instantaneous edit checking of individual items with pop up windows to enable interactive review and correction of all items involved with edit rule

Please refer to 2a, *Basic Features: Point of Entry Editing*.

Visual cueing of field statuses with quick record status summary and work queues

The system will support Genesis trademark visual cueing feature, Vis-e-Q™, where unresolved fields will display in a distinct color. This visual technique allows the unresolved fields of a record to be easily identified. Each data item is independently tracked as to whether or not it has been resolved. Once resolved, the field will change color to reflect the new field status.

Enhanced record search capability including multiple item searches, partial item entry and wildcards

Please refer to 2a, *Basic Functions: Retrieve Records*.

Enhanced printing of long names

The system supports the printing of long-names on the certificate. The system captures 75 characters of information. Printing of long-names will be accommodated, taking best advantage of the space available on the form. Printing will be provided on two lines, if needed and space permits.

Ease of printing multiple forms, i.e. select multiple form types from list

Please refer to 2a: *Hospital Specific Operating Controls: Form Specific Printer Settings*.

Ability to update live birth data for initial registration, for submission of correction requests and for hospital information only.

Please refer to 2a: *Hospital Data Base Controls: Reset Status Flags*.



System for hospital submission of corrections/updates within 60 days of birth for state office review and approval

Please refer to 2a: Hospital Data Base Controls: Reset Status Flags.

Ability to insert specific state level fields into records for back office state level processing and monitor status of records requiring state level processing.

Please refer to 2a: State Level Database controls and 2a: State Level Functioning: State office entry of state specific fields using queues and statuses.

Generating an ASCII or dbf extract file of birth records as specific statuses are hit.

Please refer to 2a: Hospital Data Base Controls: Reset Status Flags.

Generating abstract print files for local health, as is in place under ADPS now.

Modifications and enhancements to revised certificate and revised coding for 2005

The proposed Web system will provide functionality comparable to that described above. The existing feature in the DOS ADPS system that supports further filtering of the records that are sent to the local health departments is not currently useful as it is and will therefore not be included in the proposed system.

Procedures to move legacy hospital data forward to 2005.

While, any onsite retrieval of data from the hospital data systems is out of scope as per *Section 1.102: Out of Scope*, Genesis will provide for the conversion of State legacy records as outlined in *Section 1.101: In scope: Conversion of Legacy Records*.

Capability to Effectively Navigate with Keyboard or Mouse for Ease of Data Entry

The system has focused on multiple features that expedite data entry such as the Genesis trademark features Mind's Eye™ combo box and All Board™ convenience to minimize switching between the keyboard and mouse. Our technology approach eliminates the need for 'round trips' to the server during the data entry of a record by use of XML tables to populate drop-down lists. All of these features have been introduced to expedite the data entry process.

Use of drop down lists with true type ahead selection of pick list options, i.e. Typing "M" scrolls to 1st "M" state, then "I" to first "MI" state then "C" to "Michigan"

Please refer to Genesis trademark true type ahead logic , Minds-Eye™, referenced in Section 2a, Basic Features: Popups/Dropdowns.

Comprehensive security using user profiles and passwords, data encryption and assigned user roles and authorities.

Please refer to Section 1.101: In Scope-Security.

Building of screens, forms, and reports using Windows drag and drop for data elements

Regarding building of screens and forms, please refer to Genesis trademark ad hoc screen generator, Data-flex™ referenced in *User Customization: Hospital Specific User Built Screens and Items/Edits*. Regarding customized reporting, please refer to Genesis trademark ad hoc reporting tool, Drag-It™ referenced in *User Customization: Hospital Specific User Built Reports*

Electronic interface with a third-party address validation program with full geographic coding capability including state, county, city or minor civil division, census tract, census block, longitude and latitude.

Genesis Geographical Information System allows for real-time verification of birth address information. Calls are directed to an existing third party Internet based GIS response system (not included) that is capable of returning longitude and latitude coordinates or a "not found" message. The return information (coordinate or "not found")



notation) is stored as part of the birth record. Utilizing this module customers are provided with a more effective means of identifying where disparities exist as well as ability to better target public intervention. This feature offers the ability to interface with third-party address validation programs that include the capability to append census tract, block group, latitude and longitude to a vital event record.

Online system access through training module for hospital and other user training including a separate training database.

The online training mechanism for trainers to use is demo mode. This database is accessed as though the user is going to go into the live database, however when entering their ID and password, they check the "Demo" box before hitting enter. This enables the user to feel as if they are training on the live database, when they are actuality training in a demo or training database. This has been designed for facilities or offices where the turnover rate is high and new users need to learn the system in a safe environment.

Item edit specifications and data entry instructions and help screens must be consistent with the specifications and recommendations of the National Center for Health Statistics with specific exceptions to be outlined.

Data set to be collected must follow the recently revised national standard forms for live birth and fetal death with specific exceptions to be outlined

The system will follow national standard forms for live birth and fetal death, allowing for exceptions that may impact system performance or State specific requirements.



<p>33. RISK FACTORS IN THIS PREGNANCY (Check all that apply)</p> <p>Diabetes</p> <p>1 <input type="checkbox"/> Prepregnancy (Diagnosis prior to this pregnancy)</p> <p>2 <input type="checkbox"/> Gestational (Diagnosis in this pregnancy)</p> <p>Hypertension</p> <p>3 <input type="checkbox"/> Prepregnancy (Chronic)</p> <p>4 <input type="checkbox"/> Gestational (PH, preeclampsia, eclampsia)</p> <p>5 <input type="checkbox"/> Previous preterm birth</p> <p>6 <input type="checkbox"/> Other previous poor pregnancy outcome (includes perinatal death, small-growth restricted birth)</p> <p>7 <input type="checkbox"/> Vaginal bleeding during this pregnancy prior to the onset of labor</p> <p>8 <input type="checkbox"/> Pregnancy resulted from infertility treatment</p> <p>9 <input type="checkbox"/> Mother had a previous cesarean delivery If yes, how many _____</p> <p>10 <input type="checkbox"/> Alcohol use during pregnancy</p> <p>0 <input type="checkbox"/> None of the above</p>	<p>34. INFECTIONS PRESENT AND/OR TREATED DURING THIS PREGNANCY (Check all that apply)</p> <p>1 <input type="checkbox"/> Gonorrhea 5 <input type="checkbox"/> Hepatitis B</p> <p>2 <input type="checkbox"/> Syphilis 6 <input type="checkbox"/> Hepatitis C</p> <p>3 <input type="checkbox"/> Genital Herpes 7 <input type="checkbox"/> Group B Strep</p> <p>4 <input type="checkbox"/> Chlamydia 0 <input type="checkbox"/> None of the above</p> <hr/> <p>35. OBSTETRIC PROCEDURES (Check all that apply)</p> <p>1 <input type="checkbox"/> Cervical cerclage 2 <input type="checkbox"/> Tocolysis</p> <p>External cephalic version:</p> <p>3 <input type="checkbox"/> Successful 4 <input type="checkbox"/> Failed 0 <input type="checkbox"/> None of the above</p> <hr/> <p>36. WAS MATERNAL HIV TEST PERFORMED?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown</p>	
<p>37. ONSET OF LABOR (Check all that apply)</p> <p>1 <input type="checkbox"/> Premature Rupture of the Membranes (prolonged > 12 hrs.)</p> <p>2 <input type="checkbox"/> Precipitous Labor (<3 hrs.)</p> <p>3 <input type="checkbox"/> Prolonged Labor (> 20 hrs)</p> <p>0 <input type="checkbox"/> None of the above</p>	<p>39. METHOD OF DELIVERY</p> <p>A. Was delivery with forceps attempted but unsuccessful?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Was delivery with vacuum extraction attempted but unsuccessful?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Fetal presentation at birth</p> <p><input type="checkbox"/> Cephalic</p> <p><input type="checkbox"/> Breech</p> <p><input type="checkbox"/> Other</p> <p>D. Final route and method of delivery (Check one)</p> <p><input type="checkbox"/> Vaginal/Spontaneous</p> <p><input type="checkbox"/> Vaginal/Forceps</p> <p><input type="checkbox"/> Vaginal/Vacuum</p> <p><input type="checkbox"/> Cesarean</p> <p>If cesarean, was a trial of labor attempted?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Was cesarean needed to prevent disease transmission, ie: HIV, Genital Herpes, etc.?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>41. ABNORMAL CONDITIONS OF THE NEWBORN (Check all that apply)</p> <p>1 <input type="checkbox"/> Assisted ventilation required immediately following delivery</p> <p>2 <input type="checkbox"/> Assisted ventilation required for more than six hours</p> <p>3 <input type="checkbox"/> NICU admission</p> <p>4 <input type="checkbox"/> Newborn given surfactant replacement therapy</p> <p>5 <input type="checkbox"/> Antibiotics received by the newborn for suspected neonatal sepsis</p> <p>6 <input type="checkbox"/> Seizure or serious neurologic dysfunction</p> <p>7 <input type="checkbox"/> Significant birth injury (skeletal fracture(s), peripheral nerve injury, and/or soft tissue/solid organ hemorrhage which requires intervention)</p> <p>0 <input type="checkbox"/> None of the above</p>
<p>38. CHARACTERISTICS OF LABOR AND DELIVERY (Check all that apply)</p> <p>1 <input type="checkbox"/> Induction of labor</p> <p>2 <input type="checkbox"/> Augmentation of labor</p> <p>3 <input type="checkbox"/> Non-vertex presentation</p> <p>4 <input type="checkbox"/> Steroids (glucocorticoids) for fetal lung maturation received by the mother prior to delivery</p> <p>5 <input type="checkbox"/> Antibiotics received by the mother during labor</p> <p>6 <input type="checkbox"/> Clinical chorioamnionitis diagnosed during labor or maternal temperature >38 C (100.4 F)</p> <p>7 <input type="checkbox"/> Moderate/heavy meconium staining of the amniotic fluid</p> <p>8 <input type="checkbox"/> Fetal intolerance of labor such that one or more of the following actions was taken: in-utero resuscitative measures, fur fetal assessment, or operative delivery</p> <p>9 <input type="checkbox"/> Epidural or spinal anesthesia during labor</p> <p>0 <input type="checkbox"/> None of the above</p>	<p>40. MATERNAL MORBIDITY (Check all that apply) (complications associated with labor and delivery)</p> <p>1 <input type="checkbox"/> Maternal transfusion</p> <p>2 <input type="checkbox"/> Third or fourth degree perineal laceration</p> <p>3 <input type="checkbox"/> Ruptured uterus</p> <p>4 <input type="checkbox"/> Unplanned hysterectomy</p> <p>5 <input type="checkbox"/> Admission to intensive care unit</p> <p>6 <input type="checkbox"/> Unplanned operating room procedure following delivery</p> <p>0 <input type="checkbox"/> None of the above</p>	<p>42. CONGENITAL ANOMALIES OF THE NEWBORN (Check all that apply)</p> <p>1 <input type="checkbox"/> Anencephaly</p> <p>2 <input type="checkbox"/> Meningocele/Spina Bifida</p> <p>3 <input type="checkbox"/> Congenital heart disease</p> <p>4 <input type="checkbox"/> Cyanotic congenital heart disease</p> <p>5 <input type="checkbox"/> Congenital diaphragmatic hernia</p> <p>6 <input type="checkbox"/> Omphalocele</p> <p>7 <input type="checkbox"/> Gastroschisis</p> <p>8 <input type="checkbox"/> Limb reduction defect (excluding congenital amputation and dwarfing syndromes)</p> <p>9 <input type="checkbox"/> Cleft Lip with or without Cleft Palate</p> <p>10 <input type="checkbox"/> Cleft Palate alone</p> <p>11 <input type="checkbox"/> Down Syndrome</p> <p>12 <input type="checkbox"/> Karyotype confirmed</p> <p>13 <input type="checkbox"/> Karyotype pending</p> <p>14 <input type="checkbox"/> Suspected chromosomal disorder</p> <p>15 <input type="checkbox"/> Karyotype confirmed</p> <p>16 <input type="checkbox"/> Karyotype pending</p> <p>17 <input type="checkbox"/> Hypospadias</p> <p>00 <input type="checkbox"/> None of the anomalies listed above</p> <p>18 <input type="checkbox"/> Other (Specify) _____</p>

FAILURE TO PROVIDE THE REQUIRED INFORMATION IS A MISDEMEANOR PUNISHABLE BY IMPRISONMENT OF NOT MORE THAN 1 YEAR OR A FINE OF NOT MORE THAN \$1,000 OR BOTH. MOCHDCH.0481 (3/04)



Appendix 4
Other Certificates



STATE OF MICHIGAN
DEPARTMENT OF COMMUNITY HEALTH

CERTIFICATE OF STILLBIRTH

121 - STATE FILE NUMBER

(TYPE OR PRINT IN INK)

Form sections: CHILD (1. CHILD'S NAME, 2. SEX, 3a. PLURALITY, 3b. IF NOT SINGLE, 4. DELIVERY WEIGHT, 5. OBSTETRIC ESTIMATE OF GESTATION, 6. DATE OF DELIVERY, 7. TIME OF DELIVERY), PLACE (8a. HOSPITAL NAME, 8b. CITY, VILLAGE, OR TOWNSHIP OF DELIVERY, 8c. COUNTY OF DELIVERY), MOTHER (9a. MOTHER'S CURRENT LEGAL NAME, 9b. MOTHER'S FULL NAME BEFORE FIRST MARRIED, 9c. STATE OF BIRTH - NAME COUNTRY IF NOT USA, 9d. DATE OF BIRTH, 9e. RESIDENCE - CITY, VILLAGE, OR TOWNSHIP, 9f. COUNTY, 9g. STATE), FATHER (10a. FATHER'S CURRENT LEGAL NAME, 10b. STATE OF BIRTH - NAME COUNTRY IF NOT USA, 10c. DATE OF BIRTH)

DC:11-0015 (1-06) MDCH

CONFIDENTIAL INFORMATION FOR ADMINISTRATIVE AND PUBLIC HEALTH USE ONLY

Form sections: MOTHER (11. MEDICAL RECORD NUMBER OF MOTHER, 12a. RESIDENCE STREET ADDRESS, 12b. ZIP CODE, 12c. MOTHER'S MAILING ADDRESS IF DIFFERENT FROM RESIDENCE, 13a. RACE, 13b. ANCESTRY, 13c. HISPANIC ORIGIN, 13d. EDUCATION), FATHER (14. DID MOTHER GET WIC FOOD FOR HERSELF DURING THIS PREGNANCY?, 15. DATE LAST NORMAL MENSES BEGAN, 16a. DATE OF FIRST PRENATAL CARE VISIT, 16b. DATE OF LAST PRENATAL CARE VISIT, 16c. TOTAL PRENATAL CARE VISITS), MEDICAL AND HEALTH INFORMATION (17. WAS MOTHER MARRIED AT DELIVERY OR CONCEPTION?, 18. EXPECTED SOURCE OF PAYMENT FOR MEDICAL SERVICES, 19a. MOTHER SMOKED BEFORE OR DURING PREGNANCY?, 19b. IF MOTHER QUIT SMOKING, HOW LONG AGO?, 19c. DO OTHERS IN HOUSEHOLD SMOKE?, 20. PREGNANCY HISTORY, 21. MOTHER TRANSFERRED FOR MATERNAL MEDICAL OR FETAL INDICATIONS FOR DELIVERY?, 22. ATTENDANT AT DELIVERY, 23. PLACE WHERE DELIVERY OCCURRED), 24a. MOTHER'S HEIGHT, 24b. MOTHER'S PREPREGNANCY, 24c. MOTHER'S WEIGHT AT

STATE OF MICHIGAN
DEPARTMENT OF COMMUNITY HEALTH

Stillbirth Report - Medical Information



Mother's Name _____

Mother's Medical Record No. _____

Form sections: 25. RISK FACTORS IN THIS PREGNANCY (Diabetes, Hypertension), 27. METHOD OF DELIVERY (A. Was delivery with forceps attempted but unsuccessful?, B. Was delivery with vacuum extraction attempted but), 28. MATERNAL MORBIDITY (Maternal transfusion), 29. CONGENITAL ANOMALIES OF THE FETUS (Anencephalus, Meningocele/Spina Bifida, Congenital heart disease)



STATE OF MICHIGAN
DEPARTMENT OF COMMUNITY HEALTH

121 - _____
STATE FILE NUMBER

REPORT OF FETAL DEATH

(TYPE OR PRINT IN INK)

CHILD	1. CHILD'S NAME <i>(If parent's choose to provide a name)</i>				2. SEX OF CHILD	
	(FIRST)	(MIDDLE)	(LAST)	(SUFFIX)		
PLACE OF DELIVERY	3. NAME AND TITLE OF ATTENDANT		4. BIRTHWEIGHT <i>(Specify unit)</i>	5. OBSTETRIC ESTIMATE OF GESTATION <i>(completed weeks)</i>	6. DATE OF DELIVERY <i>(Month, Day, Year)</i>	7. TIME OF DELIVERY M
	8a. FACILITY NAME <i>(If not institution, give street, number, and zip code)</i>		8b. CITY, VILLAGE, OR TOWNSHIP OF DELIVERY		8c. COUNTY OF DELIVERY	
	9. MOTHER'S CURRENT LEGAL NAME <i>(First, Middle, Last)</i>			10. FATHER'S CURRENT LEGAL NAME <i>(First Middle Last)</i>		
PARENT(S)	CONFIDENTIAL INFORMATION FOR ADMINISTRATIVE AND PUBLIC HEALTH USE ONLY					
	11. MOTHER'S FULL NAME BEFORE FIRST MARRIED IF DIFFERENT FROM CURRENT NAME		12. MEDICAL RECORD NUMBER OF MOTHER		13. EXPECTED SOURCE OF PAYMENT FOR MEDICAL SERVICES <i>(Private Insurance, Medicaid, etc.)</i>	



Appendix 5
Birth Defect Reporting Form

MICHIGAN BIRTH DEFECTS REGISTRY REPORT
Vital Records and Health Data Development Section
Michigan Department of Community Health

Correction

1. Name of Child		
(Last)	(First)	(Middle Initial)
2. If the child has been identified by another name (AKA – also known as)		
3. Child's Current Street Address	Apartment No.	P.O. Box No.



Appendix 6

Recommended Hardware Detail

Product	Quantity
PowerEdge 4210,Frame,Doors, Side Panel,Ground,42U,PS (220-4494)	1
Type 6 Contract - Next Business Day Parts Delivery Initial Year (900-3270)	1
Type 6 Contract - Next Business Day Parts Delivery 2YR Extended (900-3272)	1



Inside Delivery Service for Dell PowerEdge Rack System (460-0566)	1
12 Amp, NEMA, Standard Power Strip, 120V (310-1875)	1
PowerEdge 2650,3.06GHz/1MB Cache/533MHz FSB Xeon (221-3298)	2
2nd Processor, Xeon,3.06GHz, 1MB Cache, 533MHz FSB, PowerEdge 2650 (311-3098)	2
4GB DDR,266MHZ,2x2GB DIMMS, PE26xx,PE650 (311-2738)	2
Standard Windows Keyboard, Gray (310-1676)	2
No Monitor Option (320-0058)	2
36GB 10K RPM Ultra 320 SCSI Hard Drive (340-7919)	2
PERC3, DC,128MB,2 Internal & 0 External Channels,With Documentation (340-2487)	2
1.44MB,3.5 in, Floppy Drive Dell PowerEdge Servers (340-3961)	2
W2K3 Server Enterprise Edition32-bit (420-2966)	2
Dell OpenManage Kit,32-Bit (310-1261)	2
Logitech PS/2 2-button Mouse with Scroll, PowerEdge (310-4405)	2
Dual On-Board NICS ONLY (430-8991)	2
24X IDE Internal CD-ROM,Black,for Dell PowerEdge (313-0317)	2
Bezel Option for Dell PowerEdge 2650 (310-1487)	2
5 Bay SCSI Hard Drive Backplane,2+3,(1 in only) PowerEdge 2650 (340-3933)	2
No Hard Copy Documentation (310-1989)	2
36GB 10K RPM Ultra 320 SCSI Hard Drive (340-7919)	2
AR1R5,Add-in RAID 1/RAID 5,C9 for Dell PowerEdge 2650 (340-3959)	2
VersaRails for Non-Dell 4-PostRack (310-1714)	2
Premier Enterprise Support - Gold - Advanced Software Support Quantity 3 Resolutions (950-0117)	2
Premier Enterprise Support - Gold - Premium Services, Initial Year (950-0138)	2
Premier Enterprise Support Service Gold Welcome Letter (310-3785)	2
Premier Enterprise Support - Gold - Premium Services, 2YR Extended (960-3029)	2
Premier Enterprise On Demand Engineer Dispatch Severity 1 Three Years (970-0407)	2
Type 2 Contract Same Day 4 HR Parts and Labor On-Site Response, One Year (902-4700)	2



Type 2 Contract Same Day 4 HR Parts and Labor On-Site Response, Two Years (902-3322)	2
Redundant Power Supply, 125V with Y-cord for PE2650 and PV775N (310-4324)	2
146GB 10K RPM Ultra 320 SCSI Hard Drive (340-7968)	2
146GB 10K RPM Ultra 320 SCSI Hard Drive (340-7968)	2
146GB 10K RPM Ultra 320 SCSI Hard Drive (340-7968)	2
Standalone Server (Not used in Cluster) Information SKU (461-1306)	2
PowerEdge 2650,3.06GHz/1MB Cache/533MHz FSB Xeon (221-3298)	2
2nd Processor, Xeon,3.06GHz, 1MB Cache, 533MHz FSB, PowerEdge 2650 (311-3098)	2
4GB DDR,266MHZ,2x2GB DIMMS, PE26xx,PE650 (311-2738)	2
Standard Windows Keyboard,Gray (310-1676)	2
No Monitor Option (320-0058)	2
73GB 10K RPM Ultra 320 SCSI Hard Drive (340-7951)	2
Raid on Motherboard,PERC3-DI 128MB,with Documentation, for Dell PowerEdge 2650 (340-3943)	2
1.44MB,3.5 in, Floppy Drive Dell PowerEdge Servers (340-3961)	2
W2K3 Server Enterprise Edition32-bit (420-2966)	2
Dell OpenManage Kit,32-Bit (310-1261)	2
Logitech PS/2 2-button Mouse with Scroll, PowerEdge (310-4405)	2
Dual On-Board NICS ONLY (430-8991)	2
24X IDE Internal CD-ROM,Black,for Dell PowerEdge (313-0317)	2
Bezel Option for Dell PowerEdge 2650 (310-1487)	2
5 Bay SCSI Hard Drive Backplane,1X5, (1 in only) PowerEdge 2650 (340-3932)	2
No Hard Copy Documentation (310-1989)	2
73GB 10K RPM Ultra 320 SCSI Hard Drive (340-7951)	2
PERC3,DC,128MB,0 Internal & 2 External Channels, With Documentation (340-2489)	2
MR1,ROMB 0,C3,for Dell PowerEdge 2650 (340-3945)	2
VersaRails for Non-Dell 4-PostRack (310-1714)	2
Premier Enterprise Support - Gold - Advanced Software Support Quantity 3 Resolutions (950-0117)	2
Premier Enterprise Support - Gold -	2



Premium Services, Initial Year (950-0138)	
Premier Enterprise Support Service Gold Welcome Letter (310-3785)	2
Premier Enterprise Support - Gold - Premium Services, 2YR Extended (960-3029)	2
Premier Enterprise On Demand Engineer Dispatch Severity 1 Three Years (970-0407)	2
Type 2 Contract Same Day 4 HR Parts and Labor On-Site Response, One Year (902-4700)	2
Type 2 Contract Same Day 4 HR Parts and Labor On-Site Response, Two Years (902-3322)	2
On-Site Installation Declined (900-9997)	2
Redundant Power Supply, 125V with Y-cord for PE2650 and PV775N (310-4324)	2
Standalone Server (Not used in Cluster) Information SKU (461-1306)	2
Firebox X500 (A0242254)	2



Appendix 7
Recommended Hardware and Software

Suggested hardware and software for the system is as follows:

Client Requirements

- A 1.0 Ghz PC or better with 256 MB RAM or better
- Win 98, NT, 2000 or better (32 bit operating system)
- Internet Browser (Internet Explorer 5 or greater)
- Internet access
- At least 800 X 600 resolution with 256 colors
- 17 inch monitor recommended
- A Windows compatible laser printer

Web Server Requirements

- Dual processor ready
- One 3.0 Ghz Xeon processor installed
- 2.0 Gig RAM (Variable based on concurrent user specifications)
- 18 GB (Useable Storage) Raid-1 Array
- Two 18 GB hard drives (10k RPM Ultra 320 SCSI)
- Operating System (Windows 2000 Server w/5 cal)
- IIS Web Server (Included with Win2000svr)
- Microsoft Transaction Server (Included with win2000svr)
- PERC4/Di 128MB(2 internal Channels) - Embedded RAID
- Redundant Power Supply, PE2600
- Embedded 10/100/1000 Ethernet adapter
- Intel 100 Dual Port Network Adapter
- PowerVault 110T,DLTVS80 Tape Backup, 40/80GB w/controller
- Veritas Backup software
- DLT VS80 5 Pack Tapes



Database Server Requirements

- Quad processor ready
- Two 3.0 Ghz Xeon processors installed
- 4.0 GB RAM
- 18 GB (Useable Storage) Raid-1 Array
- Two 73 GB hard drives (15k RPM Ultra 320 SCSI)
- Operating System (Windows 2000 Advanced server 25 cal)
- Database Server Software (Microsoft SQL Server Enterprise Edition 25cal)
- 72 GB (Useable Storage) Raid-5 Array
- Three 36 GB hard drives (15k RPM Ultra 320 SCSI)
- Vital Records Database
- PERC3,DC,128MB,2-INT,0-EXT Channels SCSI RAID Controller
- 2x Integrated 10/100/1000 Ethernet adapters
- PowerVault 110T,DLTVS80 Tape Backup, 40/80GB w/controller
- Veritas Server backup software
- Backup Medium

Database

- Microsoft SQL database.

The contractor has included the recommended hardware or the database license(s) in its pricing, as an option. Should MDCH choose not to purchase the required hardware and operating software through the contractor, contractor will assist MDCH and DIT personnel in selecting the software and hardware required for this installation as well as assisting DIT in establishing the initial operating environment.

Appendix 8: **Work Plan**

See Appendix 8

RH Genesis CEO
PM Genesis Project Manager
TR Genesis President and Industry Expert



TL Genesis Technical Lead
TW1 Genesis Technical Writer 1
TW2 Genesis Technical Writer 2
JW Genesis Director of Software Development - Jim Weller
TY Genesis Director of Systems and Technical Resources - Tom Young
SE1 Genesis Systems Engineer 1
SE2 Genesis Systems Engineer 2
SE3 Genesis Systems Engineer 3
SE4 Genesis Systems Engineer 4
QA1 Genesis QA 1
QA2 Genesis QA 2
TRA Genesis Trainer
TS1 Genesis TS1
TS2 Genesis TS2
TQ Genesis TQ



Appendix 9:
Support and Warranty Continuation Agreement

GENESIS SYSTEMS, INC.
WARRANTY CONTINUATION AND
SUPPORT AGREEMENT

This software warranty continuation and support Agreement (the “Agreement”) is between Genesis Systems, Inc. (“GENESIS”), 14 E. Third St., PO Box 546, Lewistown, PA 17044, and [Click here and type name] (“CUSTOMER”), [Click here and type address], effective as of [Click here and type date]. GENESIS and Customer agree as follows:

1. Definitions:

a. *Software:* Software supplied by GENESIS includes but not limited to: WinEBC™, WinVRS™, WinRECEIVE™, WinMAR™, WebEDC™, WebMAR™, WebDIV™, WebFEE™, WebEBC™, WebVRS™, EBC™ for DOS, ECODE™ for DOS, RECEIVE™ for DOS, ELC™ for DOS, Town Clerk™, DataFlex™ and DragIt™; which are all trademarks owned by Genesis Systems, Inc..

b. *Telephone Support:* Calls received during normal support hours (Monday through Friday, 9:00 AM to 7:00 PM, EST) are answered directly by a support technician. The support technician will assign an event number. If a support technician is not immediately available, the call will be placed in a callback queue, with a priority rating as determined by the Technical Support Manager. The priority rating will be highest for issues causing non-operability of the software with the lowest priority given to aesthetic issues. Every effort will be made to have the support issue addressed within two hours of the original call. Calls received after normal support hours are received by an automated answering system, which pages a support technician. The support technician will return the call as soon as possible. Services provided by a support technician that qualify as functional corrections or performance corrections, as well as, services that do not qualify as “Technical Support” constitute Telephone Support. The aforementioned policies and procedures apply only to those entities with a current support Agreement.

c. *Technical Support:* Operator error (i.e., turning off the computer at the wrong time) or hardware failure under some circumstances can cause physical damage to the data stored by the program. In these cases, the data file must be physically repaired so that as much data as possible can be recovered. This work or any other work that requires one of our technicians to use a keyboard to make changes to the GENESIS software files on a customer’s or client’s system is defined as technical support. Technical support also includes telecommunications support where GENESIS technicians connect with the facility via telephone modem to transfer files, free up hard drive space, etc.. All assistance provided, regarding the configuring of reports and screens, with respect to DragIt and DataFlex is categorized as technical support. Technical Support does not include any work meeting the definitions listed at e, f, g, h, and i below. The aforementioned policies and procedures apply only to those entities with a current support Agreement.

* The diagnosis of a problem(s) will be determined to be either Telephone Support or Technical Support depending on the type of effort required by a support technician to diagnosis the problem(s).

d. *Basic Function:* The basic function of the software is specified in the design documents.



e. *Functional Correction:* A functional correction is a modification to the software implemented to make the software perform its basic function in accordance with the design specifications. Functional corrections relate to corrections of the software, which are necessary to provide accurate data entry, accurate printing, and accurate data transfer.

f. *Performance Correction:* A performance correction is a modification to the software implemented to correct a feature of the software that is not directly related to impairment of basic function. A performance correction is indicated if the software is not operating as intended by GENESIS or as detailed in the design specifications but the variance does not have direct impact on the basic function of the software (i.e., data capture, certificate printing and data transfer). These corrections are distinct from functional corrections in that a performance correction is not required in order for the software to fulfill its basic function of data capture, accurate printing of the certificate and accurate transmission of the data function.

g. *Functional Change:* A functional change involves modifications to the software made necessary by changes required by Laws, Regulations, Internal Procedures etc., changes in the state's mainframe database, or changes in other destination databases. Functional changes are required in order to permit the software to continue to fulfill its basic function in the light of other external changes. Functional changes require additional design specifications that detail the necessary modifications and which in combination with existing specifications become the new design document.

h. *Performance Change:* A performance change is a modification to the software implemented to improve an existing feature of the software that is not directly related to basic function. Performance changes are primarily made to satisfy preferences, improve efficiency, or to improve the ease of use of the software. Performance changes affect how the software operates but are not required in order for the software to continue to fulfill its basic function.

i. *Enhancement:* An enhancement to the program is the addition of a feature beyond the original design. Enhancements are usually added from time to time as suggestions are received from existing installations. Enhancements add to the usefulness of the program but are not required to allow the program to fulfill its basic function. Enhancements add features to the software that were not already there. Enhancements are limited to changes in the existing product operation on the same computer and accessed from the same main menu as the existing software.

j. *Software Update:* A software update is a new version of the software containing functional corrections or performance corrections. An update either corrects an existing defect (functional or performance) or provides a change needed to allow the software to continue to fulfill its basic function.

k. *Software Upgrade:* A software upgrade is a new version of the software containing functional changes, enhancements and/or performance changes. An upgrade is not necessary for the software to continue to fulfill its basic function.

l. Distribution of functional corrections and performance corrections will be at the expense of GENESIS.

m. Distribution of functional changes, performance changes, and enhancements is \$40.00 per copy. Telephone follow-up of a distribution is \$40.00 per copy. As an alternative, the Customer may choose to perform the distribution on its own after receiving an updated master set, or the Customer may choose to have



GENESIS hold and coordinate performance changes to coincide with GENESIS' distribution with an update containing performance or functional corrections at no additional cost to the Customer.

2. **Support Level.** GENESIS shall provide **telephone support** based on the Plan and Level selected by the Customer:

Plan Options

GOLD PLAN – Unlimited 24/7-telephone support of GENESIS supplied software as described herein. Incoming calls between 9:00 AM and 7:00 PM Eastern Standard Time during the business day period are answered directly by a technical support specialist. After hours, our on call support specialist responds to calls within 2 hours of the original call. Technical support, or programmers or systems analyst or database administrator's time to perform development and/or coding to resolve reported issues, will be billed at GENESIS current hourly rate. If prepaid hours are available they will be reduced by the actual hours used.

SILVER PLAN – Unlimited 24/5-business day telephone support of GENESIS supplied software as described herein including functional corrections and performance corrections. Incoming calls between 9:00 AM and 7:00 PM Eastern Standard Time during the business day period are answered directly by a technical support specialist. After hours, our on call support specialist responds to calls within 2 hours of the original call. Technical support, or programmers or systems analyst or database administrator's time to perform development and/or coding to resolve reported issues, will be billed at GENESIS current hourly rate. If prepaid hours are available they will be reduced by the actual hours used.

BRONZE PLAN – Limited business day telephone support between 9:00 AM and 5:00 PM Eastern Standard Time of GENESIS supplied software as described herein. Technical support, or programmers or systems analyst or database administrator's time to perform development and/or coding to resolve reported issues, will be billed at GENESIS current hourly rate. If prepaid hours are available they will be reduced by the actual hours used.

Level Options

TIER 1 – This level of support is defined as direct calls originating from an End User of the GENESIS software product identified in item 4. In this capacity GENESIS will offer the corresponding support as stated in the customers selected Support Plan Option to the end user of the software product who directly contacts GENESIS technical support.

TIER 2 – This level of support is defined as direct calls originating from the customer as defined by this Agreement. In this capacity, the customer will take direct calls from the end user of the GENESIS software product identified in item 4. GENESIS will offer the corresponding support as stated in the customers' selected Support Plan Option only to the Customer and not directly to the End User.

Telephone support will be provided to locations as outlined in Appendix A.

3. **The Customer may select from the following Options A, and/or B.**

- a. **Option A - Remote Communication Option:** This option permits GENESIS technicians to dial into Customer's system and run program(s) or effect repairs directly over the phone line. This allows GENESIS to demonstrate the program(s) to Customer when questions arise as if GENESIS technicians



were at the Customer’s location. It also permits GENESIS to transfer updates or upgrades, repair data files, assist in file support etc., directly via the Internet or over the phone. Without this option any files that may need work must be sent to GENESIS in an electronic format and then returned to Customer the same way.

Remote Communications Option Requirements:

- (a) High Speed Internet connection or data communications via a Hayes or Hayes compatible modem. (Hayes Smart Modem is a Trademark of Hayes MicroComputer Products, Inc.).
- (b) PC Anywhere software program (PC Anywhere is a registered trademark of Symantec.
- (c) If via modem, standard Voice Grade Direct Telephone Line (not through switchboard).

b. Option B - **hours of development and/or technical support time at \$** _____ **per hour.** If prepaid, such hours shall be billed at the rates listed in Appendix B.

UNUSED PREPAID HOURS SHALL NOT SURVIVE THE TERM OF THIS AGREEMENT.

4. **The Customer has selected the [Click here and type plan] Plan, Tier [Click here and type tier] Level support for the GENESIS supplied [Click here and type software] software with Options:**

- A N/A
- B N/A
- C N/A

5. **Notification and Cooperation.** Customer shall promptly notify GENESIS of all circumstances requiring support. Such notice shall detail the name of person requesting support, the installation name, serial number of the Software, the circumstance, the conditions under which it occurred and, if known, its source. Customer shall cooperate in all reasonable ways with GENESIS, including by providing such access, computer time information, equipment, staff and facilities as may be reasonably necessary to identify, reproduce and remedy the circumstances.

6. **Taxes.** Customer shall pay all international, federal, state or local tariffs, duties, withholdings and taxes (other than taxes on GENESIS’ net income), including and without limitation, sales, use, excise, privilege, ad valorem and property taxes, or amounts in lieu thereof, based on the products, their use or any services performed hereunder, whether such tariffs, duties or taxes are now or hereafter imposed by said jurisdictions.

7. **Termination.** GENESIS may terminate this Agreement, and renewal, for any of the following:
 (a) Failure to pay the support fee; (b) Failure to pay any outstanding debt owed by the Customer to GENESIS under this, or any other agreement with GENESIS; or (c) Upon ninety days prior notice GENESIS may at any time discontinue support.

8. **Warranty.**
 a. All software development performed by GENESIS is warranted for ninety (90) days after the product containing the new development is installed at the End User site (“Initial Warranty Period”). During this time any defect found in the software that requires correction (either functional or performance as defined above and whether related to the new development or not) will be corrected at no charge for either the work required to correct the software or the distribution of the resulting



update. Once the Initial Warranty Period has expired, GENESIS reserves the right to charge for work done to make and distribute functional or performance corrections unless such work and distribution is covered by a Support Agreement that has been continuously in effect since the expiration of the Initial Warranty Period.

b. GENESIS warrants that in the event that no recovery can be affected on a support call, the Customer will not be billed for the time spent attempting recovery. Except as provided in paragraph 8a of this agreement, GENESIS does not guarantee that any service/product that it provides to the Customer will be effective and therefore does not warrant any of the services/products provided under this Agreement. GENESIS shall have no liability under this Agreement to Customer or any other party for any loss or damage including, without limiting the generality of the foregoing, any direct, general, incidental, indirect, special, or consequential damages, resulting from the failure of GENESIS to comply with any warranties set forth in this Agreement.

c. **GENESIS' WARRANTY IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GENESIS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA OR COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION.**

d. Neither this Section 8, nor this Agreement as a whole, shall result in any limitation of liability for personal injury or death resulting from the fault of GENESIS, its employees or agents. Additionally, GENESIS shall be responsible for physical hardware damage caused by the fault of GENESIS, its employees, or its agents in making repairs to data files or software, except in the limited circumstances where GENESIS has explained there is reasonable risk of such damage and obtained the Department's or facility's written permission to proceed relative to the location of the equipment (Customer or facility) in the specific instance.

9. **Waivers.** The failure or delay of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach, after demand for strict performance.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all previous Agreements and understanding relating to the work. The Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties.
11. **Interpretation.** To the fullest extent possible each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable for particular facts or circumstance, such provision shall remain in full force and effect for all other facts and circumstances. If any provision of this Agreement is declared entirely void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.
12. **Applicable Law.** The validity, construction and performance of this Agreement shall be governed by and construed in accordance to the laws of the Commonwealth of Pennsylvania. The parties consent and submit



to the jurisdiction and venue of the state and federal courts located in Dauphin County of the Commonwealth of Pennsylvania.

13. **Fee.** Upon payment of the following fee, sites listed in Appendix A and any additional facilities installing the GENESIS supplied software during the term of the Agreement will be serviced for the remainder of this Agreement.

Fee: \$[Click here and type fee] for facilities described in Appendix A.
 [Click here and type fee] for prepaid hours of development and/or technical support time described in option B.
 [Click here and type fee] Total

14. **Term.** The Term of this Agreement is [Click here and type date] through [Click here and type date]. The parties hereby agree to be legally bound by the terms and conditions set forth herein:

Authorized Signatures:

For the Contractor:

For the Department:

Name

(Name)
(Title)

Treasurer _____
Title

Date

Date

For the Division:

(Name)
(Title)

Date



**Appendix 10:
Confidentiality Agreement**

**MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
DIVISION FOR VITAL RECORDS AND HEALTH STATISTICS**

Agreement for the Use of the Michigan Vital Records and Related Data

I, _____, agree:
(Name)

1. That access to identifiable birth data and other sensitive information is being provided to me as a representative of :

(Company Name)

by the Michigan Department of Community Health for the sole purposes of providing information necessary to prepare a response to the current invitation to bid (ITB) on data file development work.

2. That improper use or retention or use of these data is an illegal act.

3. That these data, which contain personally identifiable data are confidential and that such records may not be copied or used for any purpose not directly related to the work of developing and/or maintaining a live birth reporting system. Access to the information and materials are being provided solely to enable me to carry out the work assigned me within the scope of the work referenced in the existing contract between the company above and the State of Michigan.

Signature _____

Title _____

Organization: _____

Date _____

Subscribed and sworn before me this _____ day of _____ 20____ a

Notary Public in and for _____ County, Michigan.

Notary Public's Signature _____

Notary Public's Name - Printed or Typed _____

My Commission expires on _____ 20____

Misuse of confidential vital records information is punishable by imprisonment or fine or both (MCL 333.2898)