

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 9
 to
 CONTRACT NO. 071B9200106
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Emsystem, Llc 111 West Pleasant Street Milwaukee WI, 53214	Nicole Cawley	Nicole.Cawley@intermedix.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(954) 334-0813	*****6403

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DHHS	Dunn, Kevin	517-335-5096	dunnk3@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Joshua Wilson	(517) 284-7027	WilsonJ31@michigan.gov

CONTRACT SUMMARY				
DESCRIPTION: Emresource User Agreement				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 16, 2009	December 31, 2011	4 - 1 Year	June 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
None				

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	2 Years, 11 Months	May 31, 2019
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,967,714.00		\$ 1,634,000.00	\$5,601,714.00	
DESCRIPTION: Effective July 1, 2016, the Contract is hereby increased by \$1,634,000.00 and extended two (2) years, eleven (11) months. The revised Contract expiration date is May 31, 2019.				
All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement, and per DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 8
 to
 CONTRACT NO. 071B9200106
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Emsystem, Llc 111 West Pleasant Street Milwaukee WI, 53214	Nicole Cawley	Nicole.Cawley@intermedix.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(954) 334-0813	*****6403

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DHHS	Dunn, Kevin	517-335-5096	dunnk3@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Joshua Wilson	(517) 284-7027	WilsonJ31@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Emresource User Agreement			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4 - 1 Year	May 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
None			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 Month	June 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,967,714.00		\$0.00	\$3,967,714.00	
DESCRIPTION: Effective June 1, 2016, the Contract is hereby extended one (1) month. The revised Contract expiration date is June 30, 2016.				
Please note that the Buyer/CA has been updated to Joshua Wilson.				
All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement, and per DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7
 to
CONTRACT NO. 071B9200106
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
EMSystem, LLC 111 West Pleasant Street Milwaukee WI, 53214	Meredith Clark	Meredith.clark@intermedix.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(414) 721-9713	6403

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DHHS	Kevin Dunn	517-335-5096	dunnk3@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Will Camp	(517) 284-7022	campw@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Emresource User Agreement			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4 - 1 Year	December 31, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	5 Months	5/31/2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,757,714.00		\$ 210,000.00	\$3,967,714.00	
DESCRIPTION: Effective 9/30/2015 this contract is Extended 5 months and is Increased by \$210,000.00. The revised contract expiration date is 5/31/2016. All other terms, conditions, specifications and pricing remain the same. Also the Contract Administrator has been changed to Will Camp Per vendor and agency agreement and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6
 to
CONTRACT NO. 071B9200106

between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
EMSystems, LLC 111 West Pleasant Street, Suite 202 Milwaukee, WI 53212	Meredith Clark	Meredith.clark@intermedix.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(414) 721-9713	6403

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DCH	Kevin Dunn	517-335-5096	Dunnk3@michiagn.gov
CONTRACT ADMINISTRATOR	DTMB	Lance Kingsbury	517-284-7017	kingsburyl@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: EMResource User Agreement – Department of Community Health			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4, 1 Year Options	December 31, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$3,607,714.00		\$150,000.00	\$3,757,714.00	

DESCRIPTION:
 Effective April 28, 2015, this contract is hereby increased by \$150,000.00. The revised pricing is also incorporated into this contract. (see following pricing sheet)
 All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on April 30, 2015.

Change Notice Number: 6

Contract Number: 071B9200106

Products	Revised Annual Pricing
EMResource	\$226,744.15
EMTrack	\$204,428.65
eHICS	\$113,372.07
Total	\$544,544.87

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

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B9200106
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
EMSystems, LLC 111 West Pleasant Street, Suite 202 Milwaukee, WI 53212	Meredith Clark	Meredith.clark@intermedix.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(414) 721-9713	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH	Kevin Dunn	517-335-5096	Dunnk3@michiagn.gov
BUYER	DTMB	Lance Kingsbury	517-284-7017	kingsburyl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: EMResource User Agreement – Department of Community Health			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4, 1 Year Options	December 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	December 31, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$470,000.00		\$3,607,714.00		
Effective September 30, 2014, contract utilizes an option year; new contract end date is December 31, 2015. Contract is also increased by \$470,000.00. Please note that the CCI has been changed to Kevin Dunn, see above for contact information. All other terms, conditions, specifications, and pricing remain the same. Per agency request, DTMB approval, and the approval of the State Administrative Board dated September 30, 2014.				

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

May 31, 2013

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B9200106
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
EMSystems, LLC 135 South 84 th Street, Suite 150 Milwaukee, WI 53214	Meredith Keller	mkeller@emsystems.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(414) 721-9713	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH	Greg Rivet	517-335-5096	rivetg@michigan.gov
BUYER	DTMB	Lance Kingsbury	517-241-3768	kingsburyl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: EMResource User Agreement – Department of Community Health			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4, 1 Year Options	December 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	December 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$250,000.00		\$3,137,714.00		

Effective immediately, this Contract is hereby utilizing the third option year. The new contract end date is December 31, 2014. This Contract is also INCREASED by \$250,000.00. \$34,370.00 of the funds added are to purchase barcode scanners to us with patient tracking module via grant funding that expires June 30, 2013. The scanners will be distributed and utilized at Michigan's eight (8) regional healthcare coalitions as part of disaster/emergency preparedness plans. Please see the attached for scanner pricing.

All other terms, conditions, specifications, and pricing remain the same.

Per agency request, DTMB approval, and the approval of the State Administrative Board dated May 21, 2013.



March 29, 2013
 Kevin Chau
 Michigan Department of Community Health

ATTN: Max Wippich
 135 South 84th Street, Suite 150
 Milwaukee, WI 53214
 Phone: 414.721.9729 Fax 414.721.9629
 Email: max.wippich@Intermedix.com
 PRICING PROPOSAL VALID FOR 30 DAYS

Intermedix EMSystems Itemized Pricing Proposal for EMTrack SaaS and EMTrack Hardware

Service/Quantity	Description	Unit Price	Initial Cost	Annual Recurring Cost
105	EMTrack DS6707-HC Series USB Tethered Scanner Only > Plug-and-Play USB Operation > Hygenic, disinfectant ready scanner housing, designed for use in Healthcare. > Decodes 1D (Triage Tags, Wristbands, EHR) Barcodes and 2D (PDF417, Drivers License Demographic) Barcodes > Compatible with EMTrack Desktop (Purchased Separately) and the EMTrack ASP Website	\$460.00	\$48,300.00	-
Subtotal for			\$48,300.00	\$0.00
Shipping			\$245.00	-
Strategic Partner Volume Discount			(\$14,175.00)	-
Grand Total			\$34,370.00	\$0.00

**Customer is responsible for any and all applicable state and local sales, use or similar gross receipt transactional taxes attributable to this quote/bid/etc.. If EMSystems (Global Secure Systems, Collaborative Fusion, Inc.) is subsequently required by any state, county, municipality or other similar local government entity or organization to pay any additional sales, use or similar gross receipt transactional taxes as well as any related interest and/or penalties attributable to this quote/bid/etc., EMSystems (Global Secure Systems, Collaborative Fusion, Inc.) will invoice Customer and Customer will pay EMSystems (Global Secure Systems, Collaborative Fusion, Inc.) for such taxes, interest, and/or penalties within thirty days of receipt of the invoice by the Customer.*

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

May 18, 2012

CHANGE NOTICE NO.3

to

CONTRACT NO. 071B9200106

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
EMSystems, LLC 135 South 84 th Street, Suite 150 Milwaukee, WI 53214	Meredith Keller	mkeller@emsystems.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(414) 721-9713	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DCH	Barb Bidagare	(517) 335-9026	
BUYER:	DTMB	Lance Kingsbury	(517) 241-3768	kingsburyl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: EMResource User Agreement – Department of Community Health			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
	January 16, 2009	December 31, 2011	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:	
OPTION EXERCISED: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	IF YES, NEW EXPIRATION DATE: December 31, 2013
This contract is hereby EXTENDED to December 31, 2013 and INCREASED by \$1,400,000.00. See attached for module pricing. All other terms, conditions, pricing and specifications remain the same. Per agency request, DTMB Procurement approval and State Ad Board approval on April 24, 2012.	
VALUE/COST OF CHANGE NOTICE:	\$1,400,000.00
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$2,887,714.00



Wednesday, May 16, 2012

Office of Public Health Preparedness
 Michigan Department of Community Health
 201 Townsend Street
 Lansing, MI 48913

Sam Klietz

135 South 84th Street, Suite 150
 Milwaukee, WI 53214
 Phone: 414.721.9731 Fax 414.721.9631
sam.klietz@intermedix.com

QUOTATION: EMTrack/HICS
 Version 02

PRICING PROPOSAL VALID FOR 60 DAYS

EMSystems Itemized Pricing Proposal for EMTrack Software as a Service

Service/Quantity	Description	Unit Price	First-Year Cost	Annual Subscription
9,883,640	EMTrack Software-as-a-Service > Electronic patient tracking for all-scale emergencies. Tracking patient movements from initial assessment through disposition for hospital evacuation, event management, mass casualty events, and family reunification. > Based upon 2010 census.gov population estimates of 9,883,640 people at \$0.04/capita/year for the State of Michigan > Supports an unlimited number of users within the covered population > Annual Subscription Fee > Includes ongoing unlimited 24/7/365 live tech support and troubleshooting	\$0.04	\$395,345.60	\$395,345.60
1	EMTrack Implementation and Training (For Region 6) > 2 site visits including travel & expenses <ul style="list-style-type: none"> o One kick-off meeting o One on-site train-the-trainer session o One Regional Configuration of EMTrack ASP > Additional training provided using web-based training > Project review and status updates provided as conference calls	\$20,000.00	\$20,000.00	\$0.00
EMTrack SaaS, Implementation & Training Subtotal:			\$415,345.60	\$395,345.60

EMTrack Device Software Maintenance on Client-Provided Hardware

Service/Quantity	Description	Unit Price	First-Year Cost	Annual Subscription
15	EMTrack Mobile Software > No cost one for one swap of Region 6 UPS Tracking Software residing on all EMTrack Mobile compatible handheld tracking devices with waived software maintenance fees > In the event current Region 6 devices are not compatible, EMSystems will offer a discounted rate on the purchase of replacement hardware.	\$695	\$10,425.00	\$2,250.00
Unlimited	EMTrack Desktop Software > Unlimited EMTrack Desktop Licenses, Statewide, at no additional cost with waived maintenance fees	\$695	\$0.00	\$0.00
360	EMTrack Client Software Maintenance > Existing Statewide Annual Maintenance, Support and Software Updates for -One Windows Mobile-Based EMTrack Handheld device -or- -One EMTrack Desktop Client Software License	\$150.00	\$54,000.00	\$54,000.00
EMTrack Client Software and Maintenance Subtotal:			\$64,425.00	\$56,250.00
Statewide EMTrack (SaaS and Client Software) Subtotal:			\$479,770.60	\$451,595.60

EMSystems Itemized Pricing Proposal for EMResource - Hospital ICS

Service/Quantity	Description	Unit Price	First-Year Cost	Annual Subscription
9,883,640	EMResource Hospital - ICS Software-as-a-Service > Incident Command System solution providing intelligent tools and resources to plan for, respond to and recover from all scale and types of incidents. > Based upon 2010 census.gov population estimates of 9,883,640 people at \$0.04/capita/year for the State of Michigan. Concurrent use of EMResource and HICS grants a 50% discount on the HICS solution. > NIMS compliant and assists with The Joint Commission requirements for the Emergency Management Chapter. > Includes, secure Library and Document Management, IRG Builder, Contact Management, Notification and Response Tracking, Incident Command Dashboard for ICS positions, Report Generator for After Action Reporting, and Incident Storage. > Includes annual access fees for Telecommunications resources (GS Comm) > Discont pricing is contingent upon concurrent licensing of EMResource > Supports an unlimited number of users within the covered population > Annual Subscription Fee > Includes ongoing unlimited 24/7/365 live tech support and troubleshooting	\$0.02	\$197,672.80	\$197,672.80
1	EMResource Hospital - ICS SaaS - Standard Implementation & Training > Includes 1 week (5 consecutive days) of onsite training -One on-site train-the-trainer session for each region (with some region trainings being combined if possible) > Business Rules and Implementation of Primary, Backup, and Training sites. > 24x7x365 HelpDesk Support for Application & System Administrators	\$20,000.00	\$20,000.00	\$0.00
Based on Actual Usage	Hospital - ICS SaaS - Telecommunications Charges > Telecommunications charge of \$0.13 per minute, billable to client > Estimated use of 700 minutes per hospital, per year, based on 1 test, 1 actual event, and 2 drills per year.	\$0.13/Minute	Based on Actual Usage	Based on Actual Usage
EMResource Hospital-ICS Subtotal:			\$217,672.80	\$197,672.80

Grand Subtotal:		\$697,443.40	\$649,268.40
22% product discount (applied to EMTrack and HICS SaaS)		(\$130,464.05)	(\$130,464.05)
Region 6 EMTrack Implementation Discount:		(\$20,000.00)	n/a
Region 6 No Cost EMTrack Mobile Licenses		(\$10,425.00)	(\$2,250.00)
Unlimited EMTrack Desktop Licenses		Variable	Variable
Client Software Maintenance Discount		(\$54,000.00)	(\$54,000.00)
Training and implementation Discount		(\$20,000.00)	n/a
Grand Total for EMTrack and EMResource Hospital-ICS:		\$462,554.35	\$462,554.35

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

June 23, 2011

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B9200106
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR EMSystems, LLC 135 South 84th Street, Suite 150 Milwaukee, WI 53214 <p style="text-align: right;">mkeller@emsystems.com</p>	TELEPHONE (414) 721-9713 Meredith Keller
	BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: Barb Bidigare (517) 335-9026 EMResource User Agreement – Department of Community Health	
CONTRACT PERIOD: From: January 16, 2009 To: December 31, 2012	
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>	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **EXTENDED** to December 31, 2012. Please also note that the buyer has been changed to Lance Kingsbury.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor agreement and DTMB Purchasing Operations' approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,487,714.00

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

October 21, 2009

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B9200106
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR EMSystems, LLC 135 South 84th Street, Suite 150 Milwaukee, WI 53214 mkeller@emsystems.com	TELEPHONE (414) 721-9713 Meredith Keller
	BUYER/CA (517) 373-1080 Melissa Castro
	Contract Compliance Inspector: Barb Bidigare (517) 335-9026 EMResource User Agreement – Department of Community Health
CONTRACT PERIOD: From: January 16, 2009 To: December 31, 2011	
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>	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **INCREASED** by \$1,104,714.00.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 9/3/09), Ad Board approval on 10/16/09, and DMB/Purchasing Operations' approval.

REVISED CURRENT2 AUTHORIZED SPEND LIMIT: \$1,487,714.00

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

February 3, 2009

NOTICE
 TO
 CONTRACT NO. 071B9200106
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (414) 721-9713 Meredith Keller	
EMSystems, LLC 135 South 84th Street, Suite 150 Milwaukee, WI 53214 mkeller@emsystems.com			
		BUYER/CA (517) 373-1080 Melissa Castro	
Contract Compliance Inspector: Barb Bidigare (517) 335-9026 EMResource User Agreement – Department of Community Health			
CONTRACT PERIOD: From: January 16, 2009 To: December 31, 2011			
TERMS		SHIPMENT	
N/A		N/A	
F.O.B.		SHIPPED FROM	
N/A		N/A	
MINIMUM DELIVERY REQUIREMENTS N/A			

Current Authorized Spend Limit: **\$383,000.00**

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

CONTRACT NO. 071B9200106
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR EMSystems, LLC 135 South 84th Street, Suite 150 Milwaukee, WI 53214 <div style="text-align: right;">mkeller@emsystems.com</div>	TELEPHONE (414) 721-9713 Meredith Keller BUYER/CA (517) 373-1080 Melissa Castro
Contract Compliance Inspector: Barb Bidigare (517) 335-9026 EMResource User Agreement – Department of Community Health	
CONTRACT PERIOD: From: January 16, 2009 To: December 31, 2011	
TERMS <div style="text-align: center;">N/A</div>	SHIPMENT <div style="text-align: center;">N/A</div>
F.O.B. <div style="text-align: center;">N/A</div>	SHIPPED FROM <div style="text-align: center;">N/A</div>
MINIMUM DELIVERY REQUIREMENTS <div style="text-align: center;">N/A</div>	
MISCELLANEOUS INFORMATION: <div style="text-align: center;"> Current Authorized Spend Limit: \$383,000.00 </div>	

FOR THE CONTRACTOR: <div style="text-align: center; margin-bottom: 10px;"> EMSystems, LLC <hr/> Firm Name </div> <div style="text-align: center; margin-bottom: 10px;"> <hr/> Authorized Agent Signature </div> <div style="text-align: center;"> <hr/> Authorized Agent (Print or Type) </div> <div style="text-align: center; margin-top: 10px;"> <hr/> Date </div>	FOR THE STATE: <div style="text-align: center; margin-bottom: 10px;"> Signature Melissa Castro, CPPB, Buyer Manager <hr/> Name/Title </div> <div style="text-align: center; margin-bottom: 10px;"> Services Division, Purchasing Operations <hr/> Division </div> <div style="text-align: center;"> <hr/> Date </div>
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TERMS AND CONDITIONS

This Contract (the "Contract") is entered into and effective as of January 16, 2009, by and between the STATE OF MICHIGAN located at 530 West Allegan, Lansing, MI, 48808, and EMSYSTEMS, LLC, a Wisconsin limited liability company located at 135 South 84th Street, Suite 150, Milwaukee, Wisconsin 53214 ("EMS" and, together with the State (as herein defined), each a "Party" and collectively the "Parties").

This Contract is issued by the Department of Management and Budget, Purchasing Operations and the Department of Community Health (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **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 Purchasing Operations for this Contract is: Melissa Castro, State of Michigan, Purchasing Operations, 530 West Allegan, Lansing, MI 48808.

EMS will provide to the State (i) an application that provides real-time communication and resource management that enhances emergency preparedness and response to medical emergencies, mass casualty events and public health incidents, from any personal computer or wireless device with an Internet connections and a web browser; (ii) an unlimited number of Authorized Users within the covered population; (iii) remote access to EMS' related services; (iv) Use of the System and any Implementation Services and Training Services as set forth on Schedule 2; (v) provide Help Desk Support from EMS' Customer Service 24/7/365; (vi) provide web-based trainings for Regional Administrators and local users; and (vii) support HAVE Standard.

EMS will be expected to update annual workplans (Modules, Services and Fees Schedule) for each identified EMResource module or Service set forth on Schedule 2, and such updated annual workplans will be delivered to the State's project manager for comments and approvals prior to implementation of the workplan. EMS will be responsible for delivering to the State monthly newsletters that will contain information on updates, system downtimes, ongoing development, etc. In addition, EMS will be available for conference calls (during normal business hours and upon reasonable notice) with the State as needed to discuss upgrades, system functionality, problem solving, etc. EMS should also conduct an annual user group conference (at the Contractor's headquarters). Any variations from the approved plans mentioned in this section shall be approved in writing by each Party, and EMS agrees to propose the remedy and the new deadline date, if applicable.

RECITALS

A. EMS has applications that provide resource management, patient tracking, and credentialing solutions that enhance emergency preparedness and response to medical emergencies, mass casualty events and public health incidents.

B. EMS desires to provide to the State and its Authorized Users, and the State desires, on behalf of its Authorized Users, to obtain from EMS, remote access to EMS related services.

AGREEMENTS

In consideration of the Recitals and agreements that follow, the Parties agree as follows:

1. Definitions. Unless defined elsewhere in this Contract, capitalized terms used in this Contract will have the meanings set forth in Schedule 1.

2. System Access and Services.

(a) System Access. Subject to the T&Cs and this Contract and upon payment of all Fees due hereunder, EMS hereby grants to the State and each Authorized User a limited, non-exclusive, non-transferable right to Use the System during the Term.



(b) User Equipment. The State shall obtain, operate, support and maintain all User Equipment, at its sole expense.

(c) Services. EMS will provide the State with use of the System and any Implementation Services and Training Services as set forth on Schedule 2. EMS shall perform such other services and provide such other modules as the Parties may mutually agree in writing by executing a revised or amended Schedule 2 specifying the services, modules and all applicable fees.

3. Acceptance Criteria; Initial Acceptance Testing.

(a) Acceptance Criteria. The State and EMS will jointly develop written acceptance criteria of the System. If the Parties fail to jointly develop written acceptance criteria within thirty (30) days of the Effective Date, then the Parties agree that the acceptance criteria shall be the acceptance criteria as set forth on Schedule 3 (any and all of the foregoing, the "Acceptance Criteria").

(b) Initial Acceptance Testing. EMS will notify the State when the System is ready to test, and the State and EMS will jointly test the System, utilizing jointly agreed upon testing protocols, to determine whether the System substantially complies with the Acceptance Criteria.

(i) If, during such testing period, the State determines that the System complies with the Acceptance Criteria, the State shall provide written notice to EMS stating the System complies with the Acceptance Criteria and the State has accepted the System.

(ii) If, during such initial testing period, the State reasonably determines that the System fails to substantially comply with the Acceptance Criteria, then the State shall so notify EMS by written notice within thirty (30) days from the date EMS notified the State that the System was ready to test. Such written notice shall: (A) specify the deficiencies in detail; and (B) which modules or services (as set forth on Schedule 2) of the System did not substantially comply with the Acceptance Criteria. Upon receipt of such notice from the State, EMS will have sixty (60) days to make the necessary modifications to the System so as to cause it to substantially comply with the Acceptance Criteria and EMS will provide written notice to the State when the System is ready to be reevaluated. The State shall then have ten (10) days from the date of receipt of such notice to test and reevaluate the System. Unless the Parties mutually otherwise agree, this reevaluation process whereby EMS modifies the System and provides written notice to the State that the System is ready to be reevaluated shall be repeated not more than three times. If the System does not substantially comply with the Acceptance Criteria after three (3) reevaluations, then the State shall have the right to terminate the Agreement by providing written notice to EMS (subject to the provisions and limitations set forth in section 3(b)(iii)) and the State shall be responsible for all payments due to EMS as described on Schedule 2, except for any individual modules or services (as set forth on Schedule 2) that does not substantially comply with the Acceptance Criteria (subject to the provisions and limitations set forth in section 3(b)(iii)).

(iii) If the State: (A) fails to give EMS written notice of any deficiencies during the times provided above in this section 3(b) for any reason; or (B) the State Uses the System in a live commercial application environment, then the State shall be deemed to have accepted the System. Upon acceptance by the State, whether by affirmative acceptance or by its failure to provide written notice that the System does not substantially comply with the Acceptance Criteria during the above time frames, the State shall become responsible for all payments due to EMS as described on Schedule 2.

4. Fees; Payments.

(a) Fees. As consideration for Use of the System and the services provided by EMS under this Contract, the State shall pay to EMS the Fees. EMS shall provide an invoice to the State for all Fees incurred by the State as set forth on Schedule 2. 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 45 days after receipt of the invoice by the State, provided the invoice was authorized pursuant to this Contract.

(b) Adjustment. EMS may adjust the amount of any and all Fees upon 90 days' prior written notice to the State.



(c) Expenses. EMS' 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 EMS for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.

(d) Overdue Payments. If the State fails to pay to EMS any Fees as and when such Fees are due in accordance with 3(a) above EMS may suspend all Use of the System and the performance of any other services which EMS is then performing for the State.

5. State and Authorized User Responsibilities.

(a) Operational Responsibilities. During the Term, the State shall ensure that each Authorized User shall:

- (i) obtain and maintain its User Equipment;
- (ii) comply with all security measures required by EMS;
- (iii) comply with this Contract and the T&Cs; and
- (iv) designate a Contact Person or Persons to work with EMS to implement and maintain its Use of the System.

(b) Accurate Data. EMS shall not be responsible for the accuracy of any State Data or liable to the State or any Authorized User or third party for any Damages resulting from inaccurate State Data. EMS shall not change or alter any State Data at any time, at any State or Authorized User's request or otherwise.

6. Data Security, Confidentiality and Access.

(a) Ownership of State Data. As between EMS and the State, all State Data is and shall remain the property of the State. EMS shall not, without the State's written consent, use or disclose State DATA other than in the performance of its obligations under this Contract.

(b) Access to State Data. The State and Authorized Users may Use the Software as set forth in Schedule 2 except (i) where EMS, in its sole discretion, places limitations on such Use; (ii) during any scheduled System downtime; (iii) during a period of repair or maintenance of the System or (iv) when EMS has suspended or terminated Use of the System as permitted under this Contract.

(c) Safeguarding State Data in the System. During the Term, EMS shall use software or devices which:

- (i) require Authorized Users' end users to enter user identification codes and passwords prior to gaining access to the System,
- (ii) track the addition and deletion of Authorized Users' end users and
- (iii) control access by any end user to areas and features of the System as designated by the applicable Authorized User.

(d) Recovery of State Data. If any State Data is lost or damaged due to the acts or omissions of EMS while resident in the System, EMS shall use commercially reasonable efforts to assist in replacing or regenerating such data.



(e) Confidential Information.

(i) General Requirements and Exclusions. 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 means EMS Confidential Information (other than Confidential Information of the State as defined below). "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the FOIA (as herein defined in Section 10(k)).

(ii) Obligations. 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 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) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the 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 the Confidential Information from unauthorized use or disclosure.

7. Limited Use of the System.

(a) State Rights to Use. The State shall not, and shall ensure that each Authorized User (and each Authorized User's end user) shall not:

- (i) use the System for a service bureau application without EMS' prior written consent;
- (ii) use any screen or function of the Software that is not necessary for the State's or such Authorized User's coordination of medical services or publishing of health information;
- (iii) access, modify, adapt, translate or create derivative works based on any part of the Software or the System;
- (iv) commercially exploit, market, license or distribute access to or use of the System;
- (v) challenge EMS' Rights in the System;
- (vi) assist or cooperate with any third party in challenging EMS' Rights to the System; or
- (vii) remove any copyright, trademark or other notices that appear on or in the System.

(b) EMS Ownership Rights. EMS shall retain all Rights in the System and neither State nor any Authorized User shall have or obtain any such Rights.

(c) Software Updates. EMS may enhance or modify the System in its sole discretion. EMS will provide notice to the State prior to implementation of enhancements or modifications of the System that affect the State or Authorized Users. The State acknowledges and agrees that EMS retains all Rights in any modifications to the System, including but not limited to modifications resulting from requests for changes made by the State or any Authorized User (or any Authorized User's end user).



8. Term and Termination.

(a) Term. Unless terminated as set forth in this Section 8, the term of this Contract shall

(i) commence on the Effective Date;

(ii) continue until the first anniversary of the Commencement Date (the "Initial Term"); and

(iii) may be renewed at the option of the State on each anniversary of the Commencement Date for up to four additional one-year terms (each a "Renewal Term" and, with the Initial Term, referred to as the "Term").

(b) Termination by State.

(i) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (A) breaches any of its material duties or obligations under this Contract **[(including a Chronic Failure to meet any particular SLA)¹]**, or (B) fails to cure a breach within the time period specified in the written notice of breach provided by the State. If this Contract is terminated for cause, the Contractor must pay 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 those modules or services (as set forth on Schedule 2) provided under this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for those modules or services (as set forth on Schedule 2) provided under this Contract.

(ii) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those modules or services (as set forth on Schedule 2) that are terminated and the State must pay for those modules or services that have been accepted by the State (pursuant to Section 3) prior to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(iii) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

(iv) The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must 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 modules or 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 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those modules or services (as set forth on Schedule 2) that are terminated. If the State terminates this Contract for cause, then the modules or services provided under this Contract will cease to be provided by Contractor to the State on the effective date of the termination.

(v) 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 must 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 must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability of funds (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

¹ DRAFTER'S NOTE: This term is not defined.



(vi) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the modules or services to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of such modules or services in the manner and for the 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 the reduction.

(vii) If the State terminates this Contract, eliminates certain modules or services to be provided by Contractor under this Section, the State must 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. This Section will not preclude Contractor from reducing or stopping access to those modules or services being provided by Contractor or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for those modules or services accepted, and paid, by the State prior to the effective date of termination.

(viii) 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 related to a State, public or private Contract or subcontract.

(ix) The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. 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 the written notice.

(x) If the State terminates this Contract for any reason, the Contractor must (A) stop all work as specified in the notice of termination, (B) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, and (C) 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.

(xi) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for the modules or services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for work-in-process, on a percentage of completion basis at the level of completion determined by the State. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to the modules or services not actually performed for the State.

(xii) Upon a good faith termination, the State may further pursue completion of the those modules and services set forth on Schedule 2 of this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

(c) Termination for Cause by EMS. EMS may terminate this Contract upon the occurrence of any of the following events:

(i) If the State fails to pay any amount due to EMS under this Contract, within five days after written notice of the nonpayment is given by EMS to the State; or

(ii) If the State defaults in the due performance or satisfaction of any material covenant under this Contract and fails to remedy such default within 30 days of receipt by the State of written notice from EMS of such default.

(d) Effect of Termination. Notwithstanding any other provision of this Contract, upon expiration or termination of this Contract for any reason:

(i) State will pay EMS all Fees accruing through the date of termination;

(ii) EMS shall have no further obligation to the State or any Authorized User under this Contract or otherwise;



- (iii) all Use of the System by the State and all Authorized Users (and Authorized User's end user) shall immediately terminate;
- (iv) all work on the System by EMS shall immediately terminate; and
- (v) each Party shall return the other Party's Confidential Information;

Notwithstanding the foregoing, the State or the Authorized Users may export the State Data prior to the termination date.

(e) Termination of Authorized User. Either of the State or EMS may, immediately upon notice to the other Party, terminate any Authorized User (or Authorized User's end user) for violation of the T&Cs.

(f) Mitigation. If the State terminates this Contract for any reason before the Term pursuant to this Section 8 then the Contractor agrees to use commercially reasonable efforts to mitigate and limit the Fees incurred by the Contractor as a result of such termination.

9. Warranty, Limitations.

(a) Warranty. EMS warrants that it will use commercially reasonable care in making the System available for Use and in performing any other services to be provided by EMS under this Contract.

(b) "As is, where is". Except as provided in Section 9(a), the Parties acknowledge and agree that the System is being provided "as is, where is" and the State bears complete and sole liability for the State's use of and reliance on the System, even if such Use or reliance were to produce incorrect information or erroneous result.

(c) Voidance of Warranty. The warranty set forth in section 9(a) shall be void if any breach of such warranty or failure of the System results from the State's or Authorized Users' modifications to the System or improper use of the System.

(d) Disclaimer of Warranties. Except for the warranty provided in section 9(a), EMS hereby disclaims all other warranties, whether statutory, express, or implied, including, without limitation, warranties of merchantability, fitness, for a particular purpose or use, design, condition, capacity and performance.

(e) Limitation of Remedies. IN NO EVENT SHALL EMS BE RELIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA.

(f) Acknowledgment. The State and EMS expressly acknowledge that the limitations and remedy contained in this Contract represent their express agreement with respect to the allocation of risks between them as related to the amount of the consideration each is to receive under this Contract, and each of the State and EMS fully understands and irrevocably accepts such limitations and remedy.

(g) Force Majeure. EMS shall not be liable to the State for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by a Force Majeure Event. If a Force Majeure Event occurs, EMS shall be excused from further performance or observance of the obligations so affected for as long as the Force Majeure Event remains in place. The State shall continue to pay all Fees due under this Contract upon the occurrence of any Force Majeure Event unless the Force Majeure Event continues for more than ten business days, in which event the obligation of the State to pay such amounts shall be suspended until such time as the Force Majeure Event ends and services are resumed or this Contract is terminated.

10. General.

(a) Notices. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be delivered in person, by facsimile or sent by registered mail, charges prepaid, to the address set forth above or such address as a Party may provide in writing to the other Party.



(b) Relationship of the Parties. The relationship established between the Parties by this Contract during its Term shall be solely that of vendor and vendee. Under no circumstances shall the contractual relationship between the Parties be deemed or construed as one of agency, partnership, joint venture, employment or otherwise, except for the vendor/vendee relationship.

(c) Severability. If any provision shall be held to be invalid or unenforceable for any reason, the Parties agree that such invalidity or unenforceability shall not affect any other provision of this Contract, the remaining provisions shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable.

(d) Assignment. Neither Party may assign or transfer any of its Rights or obligations under this Contract, whether in whole or in part, without the prior written consent of the other Party; provided, however, that EMS may assign this Contract to any third party that acquires all or substantially all of the assets or business operations of EMS by purchase, merger or otherwise.

(e) Survival. In addition to those provisions hereof which, by their terms, provide for survival following the termination of this Contract, the provisions of Sections 6, 7, 8(e), 9 and 10 shall survive the termination of this Contract.

(f) Entire Agreement. This Contract, the T&Cs and the Schedules attached hereto constitute the entire agreement between the Parties and supersede all prior agreements, understandings and arrangements between the Parties with respect to the subject matter thereof. Any additional or different terms or conditions in a Party's or any Authorized User's purchase orders, quotations, acknowledgments, invoices, licenses or other communications to the other Party, whether or not such terms or conditions materially alter this Contract, shall (a) be deemed objected to by the other Party without need for further notice of objection, (b) be of no force or effect and (c) not, in any circumstance, be binding upon the other Party unless expressly accepted by the other Party in writing.

(g) Compliance with Applicable Laws. In carrying out its obligations and responsibilities under this Contract, each Party agrees to observe and comply with all Laws.

(h) Governing Law; Venue. This Contract shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the State of Michigan without regard to the principles of conflicts of law, and each Party hereby irrevocably and unconditionally submits to the jurisdiction of the circuit or superior courts of State of Michigan. Any dispute arising from the Contract must 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 the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the 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.

(i) Nondiscrimination. In the performance of the Contract, EMS 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. EMS 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 under 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.

(j) Unfair Labor Practices. Under 1980 PA 278, MCL 423.321, et seq., the State must 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 under section 2 of the Act. This information is compiled by the United States National Labor Relations Board and EMS, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of EMS as an employer or the name of a Subcontractor, manufacturer or supplier of EMS appears in the register.



(k) Freedom of Information. All information in any proposal submitted to the State by EMS 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 ("FOIA").

(l) Insurance. EMS agrees to maintain insurance per the requirements in Schedule 4.

(m) Waiver. The failure of any Party to insist, in any one or more instances, upon the performance of any term or condition of this Contract shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term or condition.

(n) Priority. The attached Schedules form part of this Contract. If there is any apparent conflict or inconsistency between the provisions set forth in the body of this Contract and the provisions set forth in any Schedule, the provisions set forth in the Contract shall prevail.

(o) Remedies. Each Party shall be entitled to exercise any legal, equitable or other rights or remedies to which it is entitled, including, without limitation, the right to obtain injunctive relief or specific performance with respect to the violation of any term or condition of this Contract. Each such remedy shall be cumulative and not exclusive.



Schedule 1

Definitions

As used in this Contract, the following terms have the meanings specified in this Schedule 1.

"Acceptance Criteria" has the meaning given that term in Section 3.

"Authorized User" means a health care provider, health department or other entity authorized by the State to Use the System to coordinate emergency services and health information in the Territory, and any employee of the State or an Authorized User whose job function requires Use of the System.

"Bankruptcy Event" means a Party: (i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due; or (ii) files a petition in bankruptcy or institutes any action under federal or law for the relief of dollars or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind-up of its business (or has such a petition or action filed against it and such petition, action or appointment is not dismissed or stayed within 30 days).

"State Data" means data input by the State or Authorized Users into the System and derivative data resulting from the processing of such input data by the System.

"Commencement Date" means the date the System is accepted by the State pursuant to Section 3.

"Confidential Information" has the meaning given that term in Section 6.

"Contact Person" means a person qualified by education and training to use and understand the applicable User Equipment and the System.

"Contract" has the meaning given that term in the heading of this Contract.

"Damages" means any indirect, incidental or consequential damages, including, without limitation, lost profits or any other obligations or liabilities, including, but not limited to, obligations or liabilities arising out of breach of contract or warranty, negligence or other tort or any theory of strict liability, sustained or incurred by the State or any Authorized User or third party and including attorney's fees with respect to Use of or inability to Use the System or the acts or omissions of EMS.

"Effective Date" has the meaning given that term in the heading of this Contract.

"EMS" has the meaning given that term in the heading of this Contract.

"EMS Confidential Information" means (i) all information of EMS marked "confidential," "restricted," "proprietary" or with a similar designation; (ii) the Software; (iii) know-how, technical information, data or other proprietary information relating to the System; (iv) all source codes, object codes, software programs, computer processing systems and techniques employed or used by EMS; (v) any related items such as specifications, layouts, flow charts, manuals, instruction books and training materials, programmer, technical and user documentation, and any and all upgrades, enhancements, improvements or modifications to the foregoing; and (vi) the terms and conditions of this Contract (unless required to be disclosed pursuant to FOIA); provided, however, that EMS Confidential Information shall not include information that (i) was in the public domain at the time of disclosure; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the State; or (iii) was received by the State from a third party who had a lawful right to disclose such information to the State.

"Equipment" means the computers and other hardware (including, but not limited to, operating systems and other software residing on such hardware) which is operated or under the control of EMS and used by EMS in connection with the operation of the Software, and all replacements and modifications thereof.



"Fee" means any amount due under this Contract, including those fees set forth on Schedule 2.

"FOIA" has the meaning given that term in Section 10(k).

"Force Majeure Event" means (i) fire, flood, earthquake, elements of nature or acts of God, (ii) acts of vandalism or terrorism (electronic or otherwise), (iii) riots, civil disorders or revolutions, (iv) strike or other significant labor disruption, (v) nonperformance by a third party, (vi) any failures or fluctuations in telecommunications systems, lines or other Equipment or (vii) any other cause beyond the reasonable control of EMS.

"Implementation Services" means services performed prior to the Commencement Date to adapt, at the written request of the State, the preferences in each Module; provided, however, that EMS shall not be obligated to perform any Implementation Services.

"Initial Term" has the meaning given that term in Section 8.

"Law" means all applicable , federal and local laws, rules and regulations.

"Module" means a module of the Software as described on Schedule 2.

"Parties" has the meaning given that term in the heading of this Contract.

"Party" has the meaning given that term in the heading of this Contract.

"Renewal Term" has the meaning given that term in Section 8.

"Rights" means all right, title and interest in and to the Software, including all intellectual property rights, know-how and System design and functionality.

"Software" means (i) the EMSSystem® software and all related documentation; (ii) any patents, copyrights, trade secrets, engineering and technical data, knowledge, experience, know-how, expertise and proprietary or other information possessed by EMS relating to the design, development, sale and use of the EMSSystem® software or the documentation, including, but not limited to, specifications, test procedures, operation and maintenance manuals and all other proprietary information relating, directly or indirectly, to the EMSSystem® software; (iii) documentation, (iv) any revision, modification, translation, abridgment, condensation, expansion, collection, compilation or other form in which the EMSSystem® software and documentation may be recast, transformed, posted or adopted, regardless of whether it qualifies as a derivative work under U.S. copyright law and regardless of whether EMS created it; and (v) any and all modifications to the Software.

"State" has the meaning given that term in the heading of this Contract.

"System" means the modules of the Software set forth on Schedule 2, as amended from time to time, and the Equipment.

"Term" has the meaning set forth in Section 8.

"T&Cs" means the terms and conditions of use of EMSSystems® products as published on the EMSSystems® website and as amended from time to time at EMS' sole discretion.

"Training Services" means any training in the Use of the System that EMS makes available to the State and Authorized User employees.

"Use" means to access the Equipment, view the Software and enter State Data into the System.

"User Equipment" means the hardware, software and communications lines or capabilities that may be necessary for the State or any Authorized User to Use the System.



Schedule 2

Modules, Services and Fees

This Schedule 2 contains modules and services available to the State.

Region: of Michigan Number of individuals in the Region using the most current population figures on

www.census.gov: 10,071,822 Term: From To

EMSystems Itemized Pricing Proposal for EMResource			
Service/Quantity	Description	Unit Price	1 Year Cost
10,071,822	EMResource ASP Service <input type="checkbox"/> Real-time communication & emergency preparedness resource management. Internet-based application accessible to any authorized user, from any PC or wireless device with an Internet connection and a web browser. <input type="checkbox"/> Based upon 2007 census.gov population estimates of 10,071,822 people @ \$0.04/capita/year for the of Michigan. <input type="checkbox"/> Supports an unlimited number of users within the covered population <input type="checkbox"/> Supports HAVE Standard <input type="checkbox"/> Help Desk Support from EMSystems Customer Service 24/7/365, and access to all web-based trainings for Regional Administrators and local Users <input type="checkbox"/> Annual Subscription Fee	\$0.04	\$402,872.88
1	<input type="checkbox"/> Negotiated Discount	5%	\$20,143.64
EMResource ASP		Total	\$382,729.24



Schedule 3

Acceptance Criteria

Intentionally blank.



Schedule 4

Insurance Requirements

EMS will deliver proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the EMS' performance of services under the terms of this Contract, whether the services are performed by EMS, or by any subcontractor, employed by EMS.

All of the EMS' Damages under this Contract shall be net of any amounts received by EMS with respect to such Damages under insurance policies described in this Schedule 4.

All insurance coverages required pursuant to this Contract are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State. The insurance must be written for not less than any minimum coverage specified in this Schedule 4 or required by law, whichever is greater. The insurers selected by EMS shall (i) have an A.M. best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency; and (ii) approved to do business in the State ("see www.michigan.gov/dleg") (the "Approved Insurers").

If EMS elects to carry an insurance policy with insurance coverage greater than the amounts required pursuant to this Schedule 4, then the State shall be entitled to pursue such excess (for the avoidance of doubt, such excess is the amount of the insurance coverage carried by EMS less the amount of insurance coverage required to be carried pursuant to this Schedule 4).

EMS is required to pay for and provide the type and amount of insurance set forth 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

2. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of EMS' 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, EMS must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received will provide a list of states where the coverage is applicable. EMS also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

Subcontractor Insurance Coverage

Except where the State has approved in writing an EMS subcontract with other insurance provisions, EMS must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Schedule 4 for EMS in connection with the performance of work by those Subcontractors. Alternatively, EMS may (at its sole discretion) include any Subcontractors under EMS' insurance on the coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit EMS' liability.

Certificates of Insurance and Other Requirements

EMS must furnish to the State's Purchasing Operations, a certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Approved Insurer. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, to the Director of Purchasing Operations, Department of Management and Budget by the Approved Insurer.



The notice shall state the Contract or Purchase Order number, as applicable. EMS has previously delivered, and agrees to deliver not less than twenty (20) days prior to the expiration of the commercial general liability coverage and the automobile liability policy required pursuant to this Schedule 4, a Certificate that lists the State, its officers and employees as ADDITIONAL INSUREDS. The Certificates shall include a waiver of subrogation by the insurance company. In the event the State approves the representation of the State by the Approved Insurer's attorney, the State may require that such attorney be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

EMS agrees to maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of EMS under this Contract to any indemnified party or other persons. EMS is responsible for all deductibles with regard to the insurance. If EMS 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, then the State may, after the State has given EMS at least 30 days written notice, pay the premium or procure similar insurance coverage (based upon the terms and conditions set forth in this Schedule 4) from another company or companies. The State may deduct the cost such premium payment from any payment due to EMS.