

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. 2
 to
CONTRACT NO. 071B9200110
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Michigan Coalition Against Domestic and Sexual Violence 3893 Okemos Road, Suite B2 Okemos, MI 48864	Mary Keefe	mary.keefe@mcedsv.org
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 347-7000 Ext. 12	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DHS	Marnie Masters	(517) 335-4003	mastersm2@michigan.gov
BUYER	DTMB	Don Mandernach	(517) 241-7233	mandernachd@michigan.gov

CONTRACT SUMMARY:			
Training and Technical Assistance for Michigan Domestic Violence and Treatment Board for the Michigan Department of Human Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2009	December 31, 2011	2, 1 yr. options	December 31, 2012
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"/>	3 months	March 31, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$117,691.00		\$2,000,743.00		
Per Agency ITRAC request dated 11/16/12 and vendor agreement dated 12/4/12, three months of the remaining option year will be utilized and the vendor names changes to the "Michigan Coalition to End Domestic & Sexual Violence. All other terms, conditions, specifications and pricing remain unchanged. Per vendor and agency agreement and the approval of DTMB Procurement.				

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET September 26, 2011
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B9200110
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Michigan Coalition Against Domestic and Sexual Violence 3893 Okemos Road, Suite B2 Okemos, MI 48864 Mary.keefe@mcadsv.org		TELEPHONE (571) 347-7000 Mary Keefe
		BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: Julie Giddings (517) 241-7280 Training and Technical Assistance for Michigan Domestic Violence and Treatment Board for Michigan Department of Human Services		
CONTRACT PERIOD: From: January 1, 2009 To: December 31, 2012		
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 hereby EXTENDED to December 31, 2012, and INCREASED by \$470,763.00. All other terms and conditions remain the same.

AUTHORITY/REASON(S):

Per agency and DTMB Purchasing Operations agreement and the approval of the State Administrative Board on October 18, 2012.

INCREASE: \$470,763.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,883,052.00

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

December 22, 2008

**NOTICE
 TO
 CONTRACT NO. 071B9200110
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (571) 347-7000
Michigan Coalition Against Domestic and Sexual Violence 3893 Okemos Road, Suite B2 Okemos, MI 48864 Mary.keefe@mcadsv.org		Mary Keefe
		BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: Julie Giddings (517) 241-7280 Training and Technical Assistance for Michigan Domestic Violence and Treatment Board for Michigan Department of Human Services		
CONTRACT PERIOD: From: January 1, 2009 To: December 31, 2011		
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

The terms and conditions of this Contract are those of RFP #071I8200305, this Contract Agreement and the Contractor's quote dated 9/15/08. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the Contractor, those of the State take precedence.

Current Authorized Spend Limit: **\$1,412,289.00**

**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. 071B9200110
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Michigan Coalition Against Domestic and Sexual Violence 3893 Okemos Road, Suite B2 Okemos, MI 48864 <div style="text-align: right;">Mary.keefe@mcadsv.org</div>	TELEPHONE (571) 347-7000 Mary Keefe BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: Julie Giddings (517) 241-7280 Training and Technical Assistance for Michigan Domestic Violence and Treatment Board for Michigan Department of Human Services	
CONTRACT PERIOD: From: January 1, 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: <p>The terms and conditions of this Contract are those of RFP #07118200305, this Contract Agreement and the Contractor's quote dated 9/15/08. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the Contractor, those of the State take precedence.</p> <p>Current Authorized Spend Limit: \$1,412,289.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP No. 07118200305. Orders for delivery may be issued directly by the Department of Human Services through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR: <div style="text-align: center;">Michigan Coalition Against Domestic and Sexual Violence</div> <hr/> <div style="text-align: center;">Firm Name</div> <hr/> <div style="text-align: center;">Authorized Agent Signature</div> <hr/> <div style="text-align: center;">Authorized Agent (Print or Type)</div> <hr/> <div style="text-align: center;">Date</div>	FOR THE STATE: <div style="text-align: center;">Signature</div> <hr/> <div style="text-align: center;">Melissa Castro, CPPB, Buyer Manager</div> <hr/> <div style="text-align: center;">Name/Title</div> <hr/> <div style="text-align: center;">Services Division, Purchasing Operations</div> <hr/> <div style="text-align: center;">Division</div> <hr/> <div style="text-align: center;">Date</div>
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**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations**

Contract No. 071B9200110

Training and Technical Assistance for Michigan Domestic Violence and Treatment Board

Buyer Name: Lance Kingsbury
Telephone Number: (517) 241-3768
E-Mail Address: kingsburyL@michigan.gov



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Definitions

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of this 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.

“Audit Period” has the meaning given in **Section 2.093**.

“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.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Dating Violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victims. The existence of such a relationship is determined by the length of the relationship, the type of relationship, and the frequency of the interaction between the persons involved in the relationship.

“Deleted – Not Applicable” means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work

“DMB” means the Michigan Department of Management and Budget

“Domestic Violence” means the occurrence of any of the following acts by a person that is not an act of self-defense: causing or attempting to cause physical or mental harm to a family or household member; placing a family or household member in fear of physical or mental harm; causing or attempting to cause a family or household member to engage in involuntary sexual activity by force, threat of force, or duress; and/or engaging in activity toward a family or household member that would cause a reasonable person to feel terrorized, frightened, intimidated, threatened, harassed, or molested. Further, the act defines “family or household member” to include any of the following:

- A spouse or former spouse.
- An individual with whom the person has or has had a dating relationship.
- An individual with whom the person is or has engaged in a sexual relationship.
- An individual to whom the person is related or was formerly related by marriage.
- An individual with whom the person has a child in common.
- The minor child of an individual described in the above bullet points.

For the purposes of this Contract, a “family or household member” is in the context of intimate partner violence.

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.214**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of this Contract).



“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders.

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of this 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.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Sexual Assault” refers to sexual penetration or contact, or attempted sexual penetration or contact that violates the provisions of Michigan’s Criminal Sexual Conduct Act, MCL 750.520A – 750.520G.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“Stalking” means a willful course of conduct involving repeated or continuing harassment of another individual that would cause a reasonable person to feel terrorized, frightened, intimidated, threatened, harassed, or molested and that actually causes the victim to feel that way.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“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.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Underserved Populations” means populations underserved because of geographic location, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status or age).

“Waste prevention” means source reduction and reuse, but not recycling.



“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

All times noted in this Contract relate to the Eastern Time Zone, which is either Eastern Standard Time (EST) or Eastern Daylight/Summer Time (EDT). EDT is defined as the second Sunday in March to the first Sunday in November.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This is a Contract for statewide training and technical assistance for domestic violence (DV), sexual assault (SA), transitional supportive housing (TSH), stalking and dating violence service providers including operating the Michigan Domestic Violence Prevention and Treatment Board's (MDVPTB) Michigan Resource Center on Domestic and Sexual Violence (Resource Center).

1.012 Background

The MDVPTB, administratively housed within the Department of Human Services, is legally mandated through its enabling legislation to provide training and technical assistance to its service providers, make information about the issue of domestic violence available to the public and organizations that work with domestic violence victims, and provide educational/informational programs about domestic violence to the public. The MDVPTB works with state and local partners to improve state and community responses to domestic violence, sexual assault, stalking and dating violence by identifying and advocating approaches that enhance victim safety and hold perpetrators accountable for their criminal behavior. Local and state partners include domestic violence service providers, sexual assault service providers, criminal and civil justice system agencies, child welfare, health and medical systems, batterer intervention programs and other human service systems.

The training and technical assistance services provided for this Contract must be consistent with the MDVPTB's mission and philosophy as follows:

Mission: To lead statewide efforts to eliminate domestic and sexual violence in Michigan.

Philosophy: Domestic Violence is rooted in an antiquated, sexist social structure that produces profound inequities in the distribution of power and resources, in the roles and relationships between men, women, and children in families, and has devastating effects on victims, their children, and the entire society. It is criminal conduct that cannot be tolerated. A comprehensive community response to domestic violence through education, advocacy, and appropriate intervention is necessary to bring about change and end the violence. Battering stops only when assailants are held accountable for their abuse.

The MDVPTB shall promote the empowerment of survivors and seek social change to redress the existing power imbalance within violent relationships. To make informed decisions for themselves and their children, survivors need access to safety and information about domestic violence, available options, and community resources. The MDVPTB is committed to treating survivors with dignity and respect and to providing them the support and advocacy necessary to realize their right to self-determination.

The MDVPTB administers state and federal funds that support the following service providers: 44 community-based domestic violence (DV) victim services agencies, 26 sexual assault (SA) victim service agencies throughout the state, 19 transitional supportive housing (TSH) programs; 48 community-based collaborative STOP Violence Against Women (STOP) projects that strengthen law enforcement, prosecution, courts and victim service responses to violence against women; and state level training projects.

The target population of the training and technical assistance is domestic violence, sexual assault, stalking and dating violence service providers. The key customers of the Resource Center are listed as follows:

- The 44 domestic violence victim service agencies that provide emergency shelter, individual and group counseling, 24-hour hotline, emergency response, transportation, advocacy to adult victims of domestic violence and their children in 83 counties in Michigan. These agencies also work with their local criminal justice, health, education, human services, and religious organization to increase community awareness and strengthen their community's response to domestic violence.
- The 26 sexual assault victim service agencies that provide emergency intervention services, 24-hour hotline, individual and group counseling, and advocacy to sexual assault survivors and their significant others. Many of these agencies are in the development phase and require numerous resources and technical assistance.



- MDVPT Board members, MDVPTB program staff, and state partners including Michigan Commission on Law Enforcement Standards, Michigan State Police, Prosecuting Attorneys Association of Michigan, the Michigan Judicial Institute, and the Michigan Coalition Against Domestic and Sexual Violence.
- Executive and legislative branches, Michigan Department of Corrections, and other state of Michigan departments.
- Program offices within the Department of Human Services that the MDVPTB is working with to develop and implement policy and training on domestic violence.
- The general public, including teachers and students.

The Resource Center holdings will be available for use by the Contractor, but shall remain the property of MDVPTB. The collection currently includes more than 250 videos, 2000 books, numerous journals, and articles in the following topic areas: battered women, assailants, children, law, medicine, police, funding, organizations, counseling, volunteers, woman's issues, sexual assault, and minorities / racism / homophobia.

The Resource Center must provide state-of-the-art information, technical and expert reference assistance and resources to the Board, Board staff, service providers and state and local partners to be used in the development and implementation of policies, protocols, training, services, and community awareness programs. Resource Center staff must be able to assist customers identifying and selecting information and resource materials appropriate to the needs of the customer. Research and policy analysis on specific issues will also be required.

Resources/materials to be collected include print material, website data, videos, newsletters, journals, training manuals, documentation from pertinent national organizations, and consulting contact lists. Materials should be loaned and mailed to customers at no charge. Customers are responsible for the costs of return mail.

1.020 Scope of Work and Deliverables

1.021 In Scope

Contractor will:

- Provide on-going management and operation of the MDVPTB's Michigan Resource Center on Domestic and Sexual Violence (Resource Center), support the day-to-day requests for resources, provide outreach and publicize the Resource Center, maintain an independent Resource Center website;
- Provide technical and expert reference assistance and research for MDVPTB members, staff, service providers, and state partners through the Resource Center;
- Develop a collection of sample best practices, policies, forms, and written procedures for MDVPTB service providers including materials identified through the Quality Assurance Standards monitoring process through the Resource Center;
- Create and disseminate written products specific to the Resource Center;
- Provide training to non-profit MDVPTB DV, TSH and SA service providers on the issues of intimate partner domestic violence, sexual assault, stalking, and dating violence including basic training for new direct service workers
- Provide other training as mutually agreed upon by Contractor and the MDVPTB. Training must be specific to Michigan's federal STOP Violence Against Women Grant Implementation Plan and must be consistent with the MDVPTB Board-approved philosophy.
- Provide documentation of the work conducted including type of support provided, to whom, types of materials, subjects (domestic violence, sexual assault, stalking, dating violence, non-profit management, etc.), etc.

1.022 Work and Deliverable

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

The following is an analysis of the major tasks involved for developing this end product of this project. The Contractor is not, however, constrained from supplementing this listing with additional steps, sub-tasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

SECTION A – Resource Center

Contractor will:

1. Provide on-going management and operation of the MDVPTB's Michigan Resource Center on Domestic and Sexual Violence (Resource Center);
 - a. The MDVPTB's Resource Center facility must be open to the public during business hours, Monday through Friday, except state holidays and must comply with the Americans with Disabilities Act and shall be universally accessible. The Resource Center must also be accessible by mail, e-mail, and telephone.
 - b. The Resource Center must have the following:
 1. Understanding of, and access to, government documents, legislative history, and agency annual reports.
 2. Establish relationship with other libraries through inter library loan.
 3. Telephone access to the Resource Center must be independent and free-standing including lines and telephone/fax number.
 - c. Develop innovative and effective methods of organizing, presenting, and delivering Resource Center resources including developing specialty sections such as underserved populations, fatherhood, and other emerging issues related to violence against women.
 - d. Manage the collection with library or equivalent software that includes electronic material inventory, customer database, and circulation database.
 - e. Evaluate and acquire current literature (books, training manuals, curricula, reports, and statistics), videos, electronic resources, journals that enhance the capacity of individuals and organizations to prevent violence against women, strengthen service delivery for survivors including emerging issues; promising practices in working with victims including underserved populations; and recent research findings related to domestic violence, sexual assault, dating violence, stalking, and non-profit management, fatherhood, to add to the collection.
 - f. Subscribe to journals, newsletters, and reports on domestic violence, sexual assault, stalking, non-profit management, and other related issues and forward or provide a copy of such subscriptions to the MDVPTB.
 - g. Manage circulations and inventory of Resource Center materials, equipment, and furnishings.
 - h. Maintain a current collection of sample of effective best practices, policies, forms, and written procedures for domestic violence, sexual assault, stalking, and dating violence service provider programs.
 - Ensure that sample collection is updated at least annually and reviewed and approved by MDVPTB Quality Assurance staff prior to distribution.
 - i. Develop, recommend, and implement projects to improve Resource Center services to meet the needs of patrons in consultation with MDVPTB.
2. Provide assistance for the day-to-day requests for videos, books, journals, etc.
 - a. Lend MDVPTB's Resource Center materials to patrons in the state of Michigan at no charge as requested.
 - b. Provide other requested written materials such as fact sheets, reports, and electronic resources to patrons at no charge.
 - c. Answer questions requiring specific information from Resource Center resources.
 - d. Select, locate, and access the appropriate information from the Resource Center resources to meet the needs of the patrons as requested.
 - e. Provide reference and research assistance in a variety of disciplines to MDVPTB-funded domestic violence and sexual assault service providers and state partners including Michigan Commission on Law Enforcement Standards, Michigan State Police, Prosecuting Attorneys Association of Michigan, the Michigan Judicial Institute, and the Michigan Coalition Against Domestic and Sexual Violence.
 - f. Provide referrals to patrons and MDVPTB-funded domestic violence and sexual assault service providers for other services, facilities, organizations, or information sources.
3. Provide technical and expert reference assistance as requested to MDVPTB Board members and staff minimally 220 hours annually over the phone, in person, and via e-mail, including, but not limited to:
 - a. Conducting formalized interviews to assess needs/requests for specialized information and research services.
 - b. Analyzing patron's requests.
 - c. Conducting comprehensive professional catalog searches, print, multimedia, and Internet sources, to locate information and resources for patrons needs/requests.
 - d. Providing comprehensive, advanced, extensive research on domestic violence, sexual assault, stalking, and dating violence when requested by MDVPTB members and staff.
 - e. Gathering information relative to proposed legislation in Michigan and other states and public policy initiatives that could affect domestic violence, sexual assault, stalking, and/or dating violence victims and developing analysis.
 - f. Monitoring research interests of key customers and incorporates in collection development when possible.



- g. Developing relationships with other libraries including the Library of Michigan to expand to new sources of information, databases, and inter-library loan.
 - h. Developing and implementing surveys of MDVPTB service providers and others as requested by MDVPTB staff.
 - i. Maintaining a database or record of recommended speakers, experts, and consultants in the field of domestic violence, sexual assault, stalking, and dating violence.
 - j. Attending MDVPTB meetings as requested.
 - k. Meeting at least quarterly with MDVPTB in Lansing to assess needs at times mutually agreeable.
 - l. Providing research and technical assistance for task forces and working groups organized by state partners as requested.
4. Publicizing the Resource Center may include implementing and promoting a number of activities to provide outreach and publicize the MDVPTB's Michigan Domestic and Sexual Violence Resource Center (Resource Center) services and resources to the Michigan violence against women community and public to promote awareness and use of the Resource Center. Resource Center staff will promote many of the following activities to engage and connect with new customers:
- Regular web and email updates on topic collections and new titles
 - Other activities to be identified.

The Resource Center staff will utilize relationship marketing, (emphasizes the relationship between the Resource Center and its stakeholders,) as well as using print and media marketing, technology, marketing using listservs and Web sites, and developing and using a wide variety of contact databases to build new relationships with stakeholders

5. Maintain an independent, free-standing website that references the Resource Center as the MDVPTB's Michigan Resource Center on Domestic and Sexual Violence and includes information on the Michigan Resource Center on Domestic and Sexual Violence, borrowing instructions, Resource Center publications, links to electronic reports and other web sites, and on-line card catalogue/bibliographies.
6. Create and disseminate written products specific to the MDVPTB's Michigan Resource Center on Domestic and Sexual Violence, fact sheets, bibliographies, usage updates, staff time tracking, and reports as specified by the MDVPTB.
 - a. Develop and disseminate bibliographies of materials available to borrow from the Resource Center.
 - b. Develop and disseminate materials such as fact sheets, laws compilation, and reference materials such as a bibliography of brochures, state and national referral lists, and web site referral lists.
 - c. Provide to MDVPTB an annual Domestic Violence Homicide list.
 - d. Provide to MDVPTB response to student and/or client requests for information as directed by the MDVPTB.
 - e. All published material will include the MDVPTB logo and the following acknowledgement:

"The Michigan Resource Center on Domestic and Sexual Violence is owned by the Michigan Domestic Violence Prevention and Treatment Board (MDVPTB). The (agency) wishes to thank the MDVPTB for their financial support of this project."

SECTION B – Technical Assistance

Contractor will:

1. Provide staff to serve on advisory committees annually which may include, but not be limited to:
 - a. MDVPTB Criminal Justice Training Advisory Committee;
 - b. Michigan Commission on Law Enforcement Standards workgroups;
 - c. Prosecuting Attorneys Association of Michigan Violence Against Women Advisory Group and other workgroups as requested;
 - d. Rape Prevention and Education Grantee Meetings;
 - e. Batterer Intervention Services Coalition, Standards Monitoring workgroup;
 - f. STOP Grant Statewide Planning Committee;
 - g. MDVPTB/DOJ Safe Haven's Workgroup;
 - h. MDVPTB Family to Family workgroups as requested; and
 - i. Statewide Sexual Assault Stakeholders Committee.

The majority of the above meetings are expected to be in the Lansing area.



SECTION C - Training

Contractor will:

1. Coordinate and provide training sessions throughout the state for new employees of MDVPTB-funded domestic violence, sexual assault, and transitional supportive housing service provider programs.
 - a. Each training shall be at least four (4) days in length.
 - b. Conduct six (6) training seminars annually (up to 192 hours of instruction) for new employees of MDVPTB-funded sexual assault, domestic violence, and transitional supportive housing service provider agencies.
 - c. Each training will be attended by up to 30 MDVPTB-funded participants.
 - d. Sites will be selected to offer geographic diversity and access for agencies across the state.
 - e. Disseminate a training and resource manual of current information on sexual assault and domestic violence issues. All published material will include the MDVPTB logo and the following acknowledgement:

“The Michigan Coalition Against Domestic and Sexual Violence wishes to thank the Michigan Domestic Violence Prevention and Treatment Board for their financial support of this project.”
 - f. Training curriculum will include current information and exercises on the following topics:
 1. MDVPTB mission and philosophy
 2. The work of the MDVPTB
 3. Empowerment philosophy and counseling
 4. Overview on violence against women
 5. Dynamics of domestic violence and sexual assault perpetrators
 6. Inclusive practices
 7. General trauma theories
 8. Domestic violence and sexual assault survivor response
 9. Systems advocacy and the law
 10. Safety planning
 11. The affects of sexual assault and domestic violence on children
 12. Suicide risk assessment
 13. Sexual assault and medical advocacy
 - g. Evaluate training using pre- and post-tests, satisfaction survey, and/or equivalent evaluation.
2. Coordinate and implement three (3) to four (4) days (up to 24-32 hours of instruction) annually of advanced training for employees of MDVPTB-funded domestic violence, sexual assault, and transitional supportive housing service provider programs or a mutually agreed upon topic.
 - a. Each training session shall be at least one (1) day (eight (8) hours) in length.
 - b. Each training session will be attended by up to 30 MDVPTB-funded participants.
 - c. Each training site will be selected to offer geographic diversity and access for agencies across the state.
 - d. Develop and disseminate a training manual of current information on mutually agreed upon topic.
 - e. Training curriculum will include current information and exercises on mutually agreed upon topic.
 - f. Evaluate Training using pre and post tests, satisfaction survey, and/or equivalent evaluation.
2. Provide staff annually to serve as faculty for local and statewide training on domestic and sexual violence issues as requested by MDVPTB.

1.030 Roles and Responsibilities

1.031 Contractor Staff Roles and Responsibilities

TITLE: Executive Director

SUPERVISED BY: Board of Directors

I. General position summary

This position is charged with the responsibility and authority to: conduct the business affairs of the agency; ensure that all financial and contractual obligations are met in relation to grants; oversee all employment and related functions; and ensure the integrity of the mission and strategic plan as determined by the bylaws and Board of Directors. Provide executive leadership that promotes the philosophical and programmatic integrity of the organization consistent with the mission of MCADSV and the domestic and sexual violence movement.



II. Principal duties and responsibilities

Financial Systems Administration/Operations

- Provide general financial management as it relates to internal controls, general accounting, bookkeeping, and similar issues related to resources, funding, and reporting.
- Assures the proper use, management, security, and upkeep of the MCADSV's facilities.
- Allocates resources for necessary maintenance, as well as capital improvements, through the budgeting process.

Grant and Contract Administration

- Provide leadership and supervision to all application and continuation of grant and contract support.
- Ensure compliance with the policies and procedures of those grant and contractual obligations and, when not congruent with the agency operations or mission, address such issues in the interest of the agency and its betterment.

Technical Assistance, Program Development and Implementation

- Provide on-going technical assistance to non-profit MDVPTB 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs including board governance and financial management as requested by the MDVPTB. Topics of technical assistance may include; Board Governance technical assistance is needed to help nonprofit organizations review, evaluate, and advise on board structure, member composition, roles/responsibilities, and evaluate board effectiveness. Assistance may also be needed to develop effective board member recruitment and selection strategies, and effective board orientation and training which may also include board/staff conflict resolution. In addition, provide financial management technical assistance is needed to assist in setting up financial management systems that can appropriately account for the use of MDVPTB provided grant funds and meeting DMB accounting standards.
- Provide technical assistance and advising to local, state and national stakeholders, on service delivery and systems change issues that may impact the lives of survivors.
- Act as advisor to the Executive Directors of Michigan domestic and sexual violence Service Provider Agencies and other local and state wide leaders in various systems to ensure best practice service delivery and advocacy on behalf of survivors of domestic and sexual violence.
- Provide for the continual development and enhancement of programs and services offered by the agency in an on-going effort to meet the needs of survivors statewide and the programs that serve them.
- Provides leadership in planning and implementation of programs as related to the agency and its stakeholders, in keeping with MCADSV's mission.
- Provide executive leadership, advice on the content and design of all domestic and sexual violence training. Act as lead faculty for training delivered by the agency, as well as other state partner trainings.
- Assures program development and implementation is done in a manner that demonstrates commitment to the needs and concerns of survivors, with special attention to the needs of survivors from diverse backgrounds.
- Nurture the development of future movement leaders from diverse backgrounds by providing leadership and mentorship to the Task Forces of MCADSV. Promote regular and meaningful communication. Promote a strong connection with leaders and the survivors and communities they represent. Promote needs and priorities of task forces and the needs of survivors from marginalized and oppressed groups which they represent.
- Act in the role of advisor to Executive Directors and Board of Directors of domestic and sexual violence service providers in areas of quality assurance, financial management, strategic planning and board governance. Provide training to Boards of Directors, new Executive Directors, and other leaders working to build a strong, viable and effective domestic and sexual violence programming in communities across Michigan.

Public Relations and Liaison to Local, State and National Stakeholders

- Work to achieve and maintain a positive, visible community image. Serve as lead liaison, as well as provide advice and expertise on the needs of domestic and sexual violence survivors. Act in the role of advisor to various state departments to ensure the voice of survivors is represented, and that policy development and implementation across state level systems have the best interest of survivors and their children in the forefront.
- Develop, distribute and engage in public relations activities within applicable community forums (i.e., boards and task groups) with the goal of creating awareness and beneficial consequences for the agency, its mission and strategic plan.
- Serve as a public voice for victims of domestic and sexual violence through public speaking and media relations. Act as spokesperson on statewide committees of state partners. Advise domestic violence and sexual violence service providers on best practice strategies working with the media on high profile domestic and sexual assault cases.
- Represent the MCADSV in relevant local, state and national groups.
- Maintain sound relationships with other relevant state and national organizations.
- Serve as a knowledgeable resource to the media and community at large on issues of domestic violence and sexual assault, particularly as relates to the programming of MCADSV.
- Assure leadership development in a manner that demonstrates commitment to the needs and concerns of women, communities of color, LBGT community, Deaf and Disability communities.

**Human Resource Management**

- Engage and oversee operations in the management of personnel, employee relations, benefits administration, training, and strategic planning. Employs, assigns, supervises, appraises, staff of the agency. Administers the MCADSV personnel policies, implements equal employment and salary administration.

Board of Directors Liaison

- Works with Executive/Governance Committee to ensure that up-to-date personnel policies and procedures are in place and that compliance is achieved in all areas including ADA and other regulatory requirements.
- Works with Executive/Governance Committee to utilize expertise of Board members in personnel policy planning and monitoring,
- Ensures that: (1) all legal requirements of the employer are met; (2) personnel policies are developed and reviewed; and (3) consideration is given to any question or deviation from established policy.
- Works with MCADSV's Board Development and Planning committee to develop and maintain a strategic planning process with long and short-range objectives, which identifies the needs of survivors of domestic and sexual violence, persons of color, and addresses these through programs and services, public policy, and advocacy.
- Provides leadership and vision for staff and the agency in conjunction with the board, in keeping with the philosophy, mission, and goals of MCADSV.

Resource Development and Fiscal Control

- Provide leadership in the arena of fund and grant development for the agency. Working closely with the Board of Directors in the implementation of resource development plans, securing and maintaining applicable licensure; maintaining appropriate records, communicating such activity with the local community (as appropriate) in a manner that reflects positively on the agency.
- Carries overall responsibility for all aspects of fiscal management of MCADSV, including assurance of adequate financing for current operating needs and long-term goals.
- Works with the Finance Committee and provides leadership in: (1) the budgeting process; (2) timely reporting of MCADSV's financial position; and (3) maintaining financial controls.
- Writes and/or reviews government, foundation, or other grants to ensure adequate support of new or ongoing programs.
- Relates to the Board Fund Development Committee to assure that a comprehensive and diversified development plan is in place, providing staff services as needed.

III. Qualifications:

- Evidenced executive leadership acumen including plan development & execution, delegation, staff recruitment & development, budgeting, financial accountability, forecasting and management while focusing one's efforts and attention on the highest and best use of one's time and energy
- Innate ability to nurture, cultivate and steward meaningful relationships across a variety of critical constituencies including a wide range of cultural and ethnic backgrounds
- Experience within the DV/SA movement might be strongly preferred
- Proven ability to build coalition style organizations within a highly complex environment
- Demonstrated ability to advocate and advance mission, funding partnerships within a governmentally funded organization
- An expansive understanding of the criminal justice system
- The Executive Director must have demonstrated performance in several of the following key competencies:
 - Strategic and operational planning
 - Ability to testify at legislative hearings with passion and competence
 - Media relations
 - Change management
 - Ability to influence through assertive diplomacy
 - Leadership, coaching and hiring
 - Sound decision making and good judgment
 - High levels of emotional intelligence
 - Creativity and innovation
 - Effective communication
 - Personal engagement
- Educational Requirements
 - Bachelor's Degree required
 - An advanced degree is preferred

IV. Reports to: Board of Directors

**TITLE: Associate Director****SUPERVISED BY: Executive Director****I. General Statement of Function**

The Associate Director works closely with the Executive Management Team to provide management and oversight to MCADSV membership, training and program services. These services include state-of-the-art training and technical assistance, publications and Resource Center services. The Associate Director provides leadership to the recruitment and retention of high quality program staff; and manages relationships with key funding sources. Provide ongoing technical assistance to non-profit MDVPTB 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs including board governance and financial management as requested by the MDVPTB.

II. Typical Duties

- Provide leadership to the MCADSV executive management team, assisting in directing the agency's operations and future directions.
- Provide leadership to the development and oversight of training and education programs including program evaluations, and reporting.
- Oversee development of program standards, protocols, policies, guidelines and standards.
- Provide training and technical assistance, either directly or through program staff, regarding best practices for service delivery, and legal advocacy.
- Oversee the development and implementation of annual staff planning calendar for all agency trainings and publications.
- Responsible for ensuring all Quarterly Activity/Narrative Reports are compiled and submitted to Funder and provides constant oversight to ensure that contract obligations are met.
- Provide leadership and supervision regarding all agency publications.
- Participate in coordinating and writing of grant proposals; assist in researching grants and submitting grant proposals.
- Manage grants and assure completion of grant deliverables; prepare narrative and other reports to funders with the Executive Director and other staff as needed.
- Represent the agency in a variety of state and national task forces, workgroups, and advisory committees.
- Provide day-to-day supervision to assigned staff; leadership and programmatic technical assistance to program staff including ongoing evaluation of staff training and professional development needs.
- Work collaboratively with Executive Director, Finance Manager and program staff on managing program budgets.
- Assist executive staff in developing and maintaining relationships with various leaders from membership organizations, public policy entities, and state and national violence against women partners.
- Assist executive staff in representing the agency and in developing and maintaining community, state, and national collaborative efforts.
- Participate in public speaking engagements to promote MCADSV's programs, goals and objectives.
- Provide high-level technical assistance to member programs, policy leaders and violence against women stakeholders/partners.
- Coordinate the assignment of staff to serve on MDVPTB advisory committees annually which may include, but not be limited to: MDVPTB Criminal Justice Training Advisory Committee; Grants to Encourage Arrest Policies Workgroup; Michigan Commission on Law Enforcement Standards workgroups; Prosecuting Attorneys Association of Michigan Violence Against Women Advisory Group and other workgroups as requested; Rape Prevention and Education Grantee Meetings; Batterer Intervention Services Coalition, Standards Monitoring workgroup; STOP Grant Statewide Planning Committee; MDVPTB/DOJ Safe Haven's Workgroup; MDVPTB Family to Family workgroups as requested; and Statewide Sexual Assault Stakeholders Committee.
- Monitors and oversees that MDVPTB Publication approval and copyright specifications detailed in the contract are followed. This includes any publications (written, visual or sound), including, but not limited to, newsletters, brochures, videos, CD-Is, flyers, conference and training materials (including conference notification), developed by staff for the Contractor whose salary and/or for which development / copying / production expenses are supported by MDVPTB/DHS-administered grant funds shall: a. Be submitted to the MDVPTB/DHS at least 21 days prior to release for written approval. b. Have written prior approval submitted with any billing for expenditures (staff or development/production expenses). c. Include the MDVPTB/DHS logo and the following acknowledgement: "The Michigan Resource Center on Domestic and Sexual Violence is owned by the Michigan Domestic Violence Prevention and Treatment Board (MDVPTB). The _____ (Contractor) wishes to thank the MDVPTB for their financial support of this project."
- Perform other duties as assigned.



III. Qualifications

- Bachelors degree or equivalent work experience.
- Five years minimum experience in advanced leadership positions within violence against women field.
- Experience in implementing the full spectrum of skills required for managing non-profit organizations such as program development, budget management and development, fundraising and human resources management.
- Creativity, vision and demonstrated commitment to the empowerment of survivors of domestic and sexual violence.
- Excellent written and oral communication skills.
- Demonstrated experience with or training in research methods and statistics.
- Demonstrated ability to develop and maintain cooperative relationships with a diversity of individuals, organizations, funders and other stakeholders.
- Proficient computer skills.
- Ability to lift up to 50 pounds
- Excellent driving record.

IV. Reports to: Executive Policy Director

TITLE: Executive Policy Director

SUPERVISED BY: Executive Director

I. General Statement of Function:

Provide oversight and leadership for all policy and program services of the organization. This position requires specific expertise and relevant experience in the area of legislative policy, violence against women services, and extensive knowledge of the public policy systems that impact survivors of domestic and sexual violence. Provide on-going technical assistance to non-profit MDVPTB 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs as requested by the MDVPTB. Working with the Director of Training and Technical

Assistance, serve as the lead faculty for NSPT, and other Confidentiality and Record keeping and other training mutually agreed upon between MCADSV and MDVPTB.

II. Typical duties:

1. Serve as lead liaison to various state departments to ensure the voice of survivors is represented, and that policy development and implementation across state level systems have the best interest of survivors and their children in the forefront. Serve as faculty and advisor to a variety of MDVPTB work groups, task forces and committees.
2. Provide leadership in the establishment and implementation of the public policy agenda of the organization. Present testimony to legislators on relevant bills that impact survivors. Represent MCADSV to governmental and non-governmental agencies, boards and the general public.
3. Supervise the gathering information relative to proposed legislation in Michigan and other states and public policy initiatives that could affect domestic violence, sexual assault, stalking and/or dating violence victims and developing analysis. Working with Resource Center Coordinator, identify emerging critical policy issues requiring further analysis and development.
4. Provide training and technical assistance, either directly or through the supervision and mentoring of training, technical assistance and Resource Center staff, regarding best practices for service delivery, systems change, and legal advocacy.
5. Analyze information from organizational members, survivors, service providers, Coalition partners, governmental agencies, and other sources about the barriers to safety, justice and economic security that face survivors and their children.
6. Provide executive leadership that promotes the philosophical and programmatic integrity of the organization consistent with the mission of MCADSV and the domestic and sexual violence movement.
7. Provide leadership in the domestic and sexual violence, and criminal and civil justice fields, strategize and formulate appropriate responses to current policy issues and legislative proposals.
8. Advocate on behalf of the organization's policy agenda with stakeholders, elected officials, government officials, media representatives, and others.
9. Research, analyze and comment on legislative proposals, amicus briefs, court decisions, court rules and other public policy on issues affecting survivors of domestic and sexual violence and their children.
10. Monitor the drafting, development and implementation of legislative and other policy proposals that may directly or indirectly impact the lives of survivors, at the local state and federal level, including policy in the administrative, executive and legislative branches.
11. Supervise the Development of Resource Materials, Including Legal and Legislative Resource Packets, participate in and oversee the creation (and updating) of resource packet.
12. Participate in and oversee the process of adding relevant legal materials to our Resource Library: identify and/or abstract new cases and litigation materials as needed.



13. Provide technical assistance and advising to local, state and national stakeholders, on policy and systems change issues that may impact the lives of survivors. Act as advisor to the Executive Directors of Michigan domestic and sexual violence Service Provider Agencies and other local and state wide leaders in various systems to ensure best practice responses to complex advocacy needs of survivors.
14. Serve as a public voice for victims of domestic and sexual violence through public speaking and media relations. Act as spokesperson on statewide committees of state partners. Advise domestic violence and sexual violence service providers on best practice strategies working with the media on high profile domestic and sexual assault cases.
15. Provide executive leadership, advice on the content and design of all domestic and sexual violence training. Act as lead faculty for training delivered by the agency, as well as other state partner trainings.
16. Supervise the drafting of periodic briefing papers, practice papers articles and written materials to support the work of domestic and sexual violence advocates statewide.
17. Supervise members of Resource Center, Training and Technical Assistance Teams, in their research and program development in the areas of the advanced and complex advocacy needs of survivors.
18. Provide support and staffing to Board of Directors and certain board committees.

III. Qualifications

- Bachelors Degree in human services or related field.
- Extensive experience in the management of programs providing direct service to survivors of domestic and sexual violence.
- Demonstrated commitment to the empowerment of survivors.
- Creativity and vision.
- 7 years minimum demonstrated experience in violence against women issues and implementing the full spectrum of skills required to advance a sophisticated policy agenda.

IV. Reports to: Executive Director

TITLE: Technology and Operations Director

SUPERVISED BY: Executive Director

I. General Statement of Function

Responsible for the overall management and maintenance of the administrative offices and technology of MCADSV and the Resource Center on Domestic and Sexual Violence. Responsible for the installation, set-up, and change of Resource Center/agency hardware/software, maintains office paper and electronic file system, including oversight of file retention policy and procedures. Responsible for the timely and accurate maintenance of Resource Center/agency office systems under moderate supervision. Responsible for supervising office support staff and volunteers. Ensures coverage for all office functions. Works to ensure all agency staff have the support they require for optimal performance.

II. Typical Duties

- Install, set up, and change Resource Center/agency computer hardware/software; train and consult on the use of computer hardware/software; develops and maintains network sites utilizing electronic communications. Web maintenance and design as needed.
- Diagnose, triage, and repair all Resource Center/agency technology and equipment related problems, manage computer contractors for problems beyond internal capacity.
- Manage circulations and inventory of Resource Center materials, equipment and furnishings.
- Manage Resource Center/agency vendor contract bid process on behalf of Executive Director according to policy and procedures. Represent the agency's interest in negotiations of contract specifications as directed by Executive Director.
- Supervise the development and maintenance of an independent, free-standing Resource Center website that references the Resource Center as the MDVPTB's Michigan Resource Center on Domestic and Sexual Violence and includes information on the Michigan Resource Center on Domestic and Sexual Violence, borrowing instructions, Resource Center publications, and links to electronic reports and other web sites, and on-line card catalogue/bibliographies. Supervise the development of the Resource Center website, develops new web sites as needed. Communicates with website contractors and their organizations as needed. Acts as lead for the website workgroups. Keeps staff and partner organizations current with changes, updates and project progress.
- Perform assigned Resource Center/agency accounting and fiscal functions, including bank reconciliation and credit card report auditing, develop and monitors supply & equipment budgets, general ledger accounts receivable, accounts payable cash disbursements, account balances, cash flow monitoring, payroll transmittals and disbursements and provide other functions necessary for separation of duties procedures. Works as back-up in the absence of the Fiscal Director, Accounting Assistant and Executive Administrative Assistant.



- Ensures that all office functions, including Resource Center/agency phone reception, daily opening and closing procedures, Resource Center/agency mail opening/processing, office maintenance and filing, occur on a daily basis. Makes assignments for the coverage of these duties in absence of office support staff. Ensures that the office is staffed during regular business hours.
- Annual filing of corporate registration and other State licenses, such as license to solicit, raffle registrations. Manage and handle all office & human resources related service contracts.
- Supervise the assembly and submission of grants, including coordinating staffing needs for grant deadlines. Assist in grant writing as assigned. Assist in the development and submission of agency reports for funders and other sources. Work with Executive Director to design and implement databases for reporting of services.
- Participates in management team decisions.
- Word processing correspondence, reports, minutes, agendas and other documents as needed.
- Supervise agency computer and paper files, mailing lists, databases and ensuring the timely back up of all computer files. Ensures all electronic and paper filing systems are maintained according to established procedures. Supervises upkeep of agency administrative files, inventory, and contents of storage unit. Arranges for annual shredding of files according to established procedures.
- Supervises and manages the disposal policies according to state and agency guidelines.
- Working with the Executive Director, perform a variety of human resource tasks; including posting vacancies according to established protocol, implement background checks on ICHAT and, as determined by the Executive Director, the National Crime Information Center (NCIC) Finger Prints, when appropriate, screening applicants, interviewing applicants, perform reference checks and maintain personnel files according to procedures, processing personnel information changes.
- Manage on behalf of Executive Director, Resource Center/agency vendor communication and bid processes, quality assurance, competitive pricing.
- Working on behalf of the Executive Director, implements exit interviews in coordination with Fiscal Director. Collects all agency Resource Center/agency property, equipment and disables passwords for exiting staff.
- Ensures that Resource Center/agency security and safety procedures are followed. Ensures the agency security, acceptable use, and insurance coverage meet and exceed State of Michigan standards. Oversight of confidential information and works with the Executive Director in ensuring computer integrity and prompt notification of any security breaches. Development and Implementation of agency Disaster Recovery Plan. Scheduling of occasional fire or other emergency drills. Monitors maintenance of agency security system including issuing keys and passwords for authorized staff.
- Orientation and training of all Resource Center/agency new staff on standard office procedures, office machines, TTY, computer network, Microsoft Outlook, other relevant software programs, databases and office and technology procedures.
- Coordinates the training of all new staff on office functions and ensures the agency "New Staff Orientation" checklist is completed for each new staff member within 45 days. Processes all new employee paperwork and ensures personnel file is complete within 45 days. Prompt supervisors on deadlines for annual performance reviews.
- Ensures that the agency follows Energy Efficiency Purchasing Policy comparable to the State of Michigan, seeking wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification.
- Monitors the agency commitment to its Environmental Purchasing Policy, comparable to the State of Michigan policy, which encourages committed to encouraging the use of products and services that impact the environment less than competing products. Monitors environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products.
- Ensure that personnel files, inventory lists are maintained according to established agency procedures, and review for completeness and accuracy for annual agency audit, funder audits, or insurance audits. Ensures that all staff positions requiring drivers' licenses for the performance of their job have current licenses on file and proof of insurance. Audits personnel files on a quarterly basis to ensure all required licenses and insurances are up to date.
- Answer Resource Center/agency telephone and handle routine inquiries by phone and TTY. Answers and refers victims to appropriate sources for assistance. Provide crisis intervention as necessary.
- Processes requests and ensures the efficient use of Resource Center/agency resources related to supplies and equipment, and other agency resources.
- Management of Resource Center/agency facilities, including daily climate control, maintenance, property upkeep. Represents the agency's needs with landlord, maintenance vendors. Schedules annual carpet cleaning. Monitors ADA compliance of workspace. Coordinates the set-up of ergonomic workstations when needed.
- Supervision of clerical personnel and volunteers. Ensures that the timely submission of monthly supervision forms, reports, timesheets, and project allocation sheets.



- Assist in the set-up and take-down and clean-up for trainings and meetings. Assists in transport of supplies, equipment and materials for various events.
- Driving for errands related to banking and supply purchases, delivery, and trainings.
- Other assistance to the Executive Director as needed.

III. Qualifications:

- Proficiency with computers and network systems. Software proficiency with spreadsheets, word-processed documents and databases. Computerized accounting a plus. Specific knowledge sought: Windows 2000 (Server & Professional), Windows XP, Domains, DFS, Active Directory, Exchange 2000, SQL Administration, Backup and restore routines, TCP/IP Networking, routers, switches, firewalls, group policies and security principles. Microsoft Office Professional intermediate to expert knowledge level. Helpful certifications: A+, MCP (OS level).
- Supervisory skills and experience.
- In-depth knowledge of accounting principles, and practices, computerized accounting. Experience working with governmental funding, and grants.
- Data base application experience. Non-profit experience preferred.
- BA in business, computer science, business, or a related field or demonstrated equivalent experience. Proficiency in website development, Proficient website software, HTML, Adobe Photoshop, etc.
- Must possess excellent communication skills and organizational skills with excellent attention to detail.
- Must be able to lift up to 50 pounds upon occasion.
- Excellent driving record.
- Must be able to type 55 wpm and be accurate. Excellent telephone skills. Excellent organizational and time management skills. Ability to work on multiple tasks and projects simultaneously. Attention to detail. Strong grammar and punctuation skills and ability to proofread and check work for accuracy. Ability to work independently on multiple projects, with numerous interruptions. Must be able to work in a team environment.
- Two to three years of related and progressively more responsible or expansive work experience in computer hardware/software systems; or an equivalent combination of

IV. Reports to: Executive Director

TITLE: Fiscal Director

SUPERVISED BY: Executive Director

I. General Statement of Function

Reporting to Executive Director, the Fiscal Director directs and manages all fiscal systems of MCADSV. The Fiscal Director exercises professional leadership in the financial management of the agency and its constituency; develops and administers budgeting and accounting policies, procedures and systems within generally accepted accounting principles (GAAP), manages benefits administration and contracts, fiscal software systems, provides technical assistance and is responsible for compliance with federal and state policies with regards to the fiscal administration of all grants and contracts. Coordinates Financial Management technical assistance to non-profit MDVPTB 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs as requested by the MDVPTB. This may include assisting between 3 and 5 agencies per year in setting up financial management systems that can appropriately account for the use of MDVPTB provided grant funds and meeting DMB accounting standards.

II. Typical Duties

- Direct the performance of all accounting functions and systems, including general ledger, accounts receivable, accounts payable, revenue tracking, expenditure and cash flow monitoring and management, account reconciliation, depreciation determination, and internal financial project auditing/monitoring as needed. Maintain all financial records within agency policies.
- Lead development, implement and oversee all agency financial procedures, controls and systems. Coordinate and train on fiscal procedures implemented by finance, administrative or program staff. Ensure that fiscal controls and systems are in compliance with federal, state or local grant requirements, laws and regulatory bodies, adhere to GAAP and are of the highest nonprofit standards. Develop and implement policies and procedures to protect fiscal assets. Implement long term investment policy and cash management plans and participates in making recommendations for long term investment with Executive Director and Finance Committee.
- Direct all fiscal grants and contracts management activities for all agency grants and contracts. Manage fiscal aspect of all funding sources related to grant expenditures, budgeting and financial reporting. Ensure all reporting and agency accounting adheres to state, federal and contract compliance requirements as detailed in grant agreements and appropriate guidelines. Manage all preparation of budgets, amendments, variance analysis, review of invoices, coding and report preparation. Maintain, update, and process funding allocations. Prepare all grant budgets, monitor expenditures and work with funding sources on line item transfer requests.



Maintain all appropriate documentation. Coordinate and train on fiscal grant procedures implemented by finance, administrative or program staff. Ensures compliance with State and Federal Law & Debarment. Supervises support staff to run subcontractors through debarment background checks.

- Coordinates Financial Management technical assistance to non-profit MDVPTB 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs as requested by the MDVPTB. This may include assisting between 3 and 5 agencies per year in setting up financial management systems that can appropriately account for the use of MDVPTB provided grant funds and meeting DMB accounting standards. This may include providing direct technical assistance or managing subcontractor CPA firms to provide onsite and telephone assistance. Examples of needed assistance may include guidance in accounting policies and procedures, budgeting and forecasting, record-keeping, Chart of Accounts and a General Ledger system, understanding and using fund accounting and cost allocation, and establishing appropriate internal controls. Assistance may be needed in dealing with IRS 990 forms, payroll taxes and withholding, auditing, insurance coverage and effective use of computers and software for financial management. Training may be needed regarding appropriate financial reporting systems and teaching board members to understand and use financial statements and reports.
- Responsible for annual, department, unit or grant budgets development and monitoring. Maintain budgeting systems which provide control of expenditures made to carry out activities. Responsible for overall budget review and analysis including detail, periodic analysis of expenditure trends and vendor analysis. Monitor all subsidiary budgets and budget managers as needed.
- Responsible for all fiscal reporting and monitoring. Ensure that financial statements, cash flow and budget reporting is timely to Executive Director and other appropriate parties. Ensure that all reporting to the Board of Directors adheres to established procedures and timelines. Provides financial reports to task force chairs and project coordinators on regular basis. Works closely with the Executive Director to prepare financial data critical to the successful operation of the agency.
- Manage the audit process, as well as the relationship with our external auditors. Oversee and prepare for annual audit and Form 990, including initial bid and contact and scheduling of audit field work, pre-audit filing, invoicing, systems update of related procedures, on-site management and follow-up, maintenance of accounting system in accordance with audit needs, and review of 990.
- Maintain and implement payroll and benefit systems and records and administer compensation and benefits. Responsible for all W2's and 1099s for staff and contractors, including production and audit of W2, 1099 and Workers' Compensation audit. Coordinate employee enrollment in various health insurance, disability insurance, 401K, etc. Administer agency cafeteria plan and 401 K plan according to agency and IRS guidelines. Coordinate work with external benefits professionals.
- Manage fiscal aspects of subcontractor and fiscal sponsorship contracts. Liaison to subcontractor and fiscal sponsorship financial staff. Develop, train or monitor relationship as necessary. Monitor contracts and expenditures.
- Facilitate necessary reporting.
- Monitor and communicate monthly with appropriate Director on status of grant and contract performance and expenditures against award budgets. Forecast year end estimates in a timely manner in order to make necessary adjustments with funding sources and internally. Oversight of project related budgets and coordination with staff regarding budget monitoring.
- Supervise, train and coordinate assigned staff and volunteers, including task management of financial systems related staff and volunteers. Orient and train all new staff on financial procedures within designated time-line and supports other staff in fiscal and grant areas. Responsible for staff training in budget development.
- Maintain, implement and oversee accounting software upgrades (Financial Edge), structure and integration with donor and events software (Raiser's Edge). Responsible for grant time tracking process and database. Administer and oversee accounting functions related to other agency databases and data structure, donor and membership tracking and internal controls.
- Participate in Management Team meetings, staff meetings and appropriate planning sessions and attend Board Finance Committee meetings, as well as appropriate support for staff and external technical assistance needs.
- Other duties as assigned.
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III qualifications:

- Bachelor's degree in accounting or finance with relevant course work in business management; more than five (5) years of related and progressively more responsible or expansive work experience in professional financial statement preparation including fund accounting and experience and accounting software; or an equivalent combination of education and experience.
- Must have in depth knowledge of accounting principles & practices, budgets, computerized fund accounting systems and spreadsheets. Non-profit and grant or governmental funding experience required. Proficiency with Microsoft Office, databases, computers and networking systems.



- Must possess excellent communication skills and organizational and time management skills with excellent attention to detail. Ability to work on multiple tasks and projects simultaneously. Strong grammar and punctuation skills and ability to proofread and check work for accuracy. Ability to work independently on multiple projects, with numerous interruptions. Must be able to work in a team environment. Strong supervisory and leadership skills.

IV Reports to: Executive Director

TITLE: Program Services Director/BSN Project Director

SUPERVISED BY: Associate Director

I. General Statement of Function

Reporting to the Associate Director the Program Services Director/BSN Project Director is responsible for the development and implementation of statewide training; public education, promotional projects and material related to domestic and sexual violence that help deliver a public understanding of violence against women statewide and nationally. In addition, the Program Services Director is responsible for managing the provision of high quality technical assistance and information to provide on-going technical assistance to non-profit MDVPTB 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs including as requested by the MDVPTB.

II. Typical Duties

- Coordinate with the Associate Director the development of and implementation of MCADSV services and special projects, including building and strengthening community capacity and networks, providing domestic and sexual violence training, education and cultural competence as well as manage the dissemination of information to MCADSV groups, task forces, member regions, and assigned committees.
- Work with community organizations and service providers, especially in Southeast Michigan to promote best practice/exemplary service models for survivors, which may include providing support, technical assistance, and coordinating initiatives or activities that help educate and inform the community.
- Coordinate Southeast Michigan community projects that promote building a coordinated community response to address violence against women.
- Serving on select local or state committees, at the request of MDVPTB, which may include providing training or education, dissemination of information, leadership of MCADSV guiding principles and supporting agendas that promote anti-violence initiatives.
- Provide leadership and coordination guidance from the Executive Director and the Non-Profit Program Services Legal Director technical assistance and customized training on range of issues facing domestic and sexual violence programs including model policies, public policy, program development human resource and leadership development.
- Provide leadership to MCADSV task forces or groups as assigned, which include mentoring group leadership, assist in the development of group structure and procedure, support recruitment strategies, assist with the coordination of special projects, activities, or initiatives that may require technical assistance both local and national and disseminate information between MCADSV and group leadership as necessary.
- Occasionally contribute ideas, write and edit articles for MCADSV publications and support the dissemination of materials and information from the Michigan Resource Center when necessary.
- Provide on-going information, and technical assistance to member programs, and other individuals on the full range of violence against women intervention and prevention issues, which may include systems advocacy, and child protection issues.
- Provide project and task supervision to students and volunteers working with the agency.
- Other duties as assigned.

III. Qualifications

- Minimum, Bachelors Degree or equivalent experience. Demonstrated a minimum of ten years experience and specialized knowledge of domestic and/or sexual violence.
- Demonstrated knowledge of domestic and/or sexual violence and related issues, and can commit to MCADSV mission and philosophy.
- Experience in social justice, systems advocacy, and social change work with a minimum of three years working in a related field.
- Experience in providing technical assistance on domestic violence and sexual violence related issues. Extremely helpful to have at least one year of experience working with survivors.
- Must be culturally competent and understand the relevance of culture in implementing domestic and sexual violence training, education and disseminating this information.
- Ability to articulate the empowerment philosophy and demonstrate understanding by implementing training with a multi-cultural and anti-bias perspective.



- Ability to implement and facilitate domestic and sexual violence training.
- Experience in public speaking and public presentations.
- Excellent organizational skills and experience in organizing events, leading or facilitating meetings or community activities.
- Demonstrated leadership, excellent networking skills, and capacity to work with community leaders and groups and cultivate relationships.
- Demonstrated excellent writing skills.
- Proficient in Microsoft Office, Desktop publishing experience helpful.
- Ability to lift up to 50 pounds.
- Excellent driving record.

IV. Reports to: Associate Director

V. FLSA Status: Exempt

POSITION TITLE: Accountant

SUPERVISED BY: Fiscal Director

I. General Statement of Function

Reporting to the Fiscal Director, the Accountant is responsible for general accounting and fiscal support for MCADSV. The employee provides a variety of accounting tasks in support of the fiscal division of agency, including managing accounts payable and receivable, and managing other daily financial data critical to the successful operation of the agency. Assist in financial operations, financial liaison with Training and Technical Assistance staff and to subcontractors. Provide executive level assistance to the

Fiscal Director. Provides financial statements and supplementary reports in compliance with federal and state laws and regulations, agency rules and standards. Acts as a member of the Fiscal Management team and works efficiently with all other management staff on budgeting and financial planning matters. Assist Fiscal Director in the provision of Financial Management technical assistance to non-profit MDVPTB. 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs including board governance and financial management as requested by the MDVPTB. This may include assisting between 3 and 5 agencies per year in setting up financial management systems that can appropriately account for the use of MDVPTB provided grant funds and meeting DMB accounting standards.

II Typical Duties

- Responsible for the Accounts Payable processes including but not limited to; Vendor record maintenance, general ledger posting, receiving, sorting, processing and reconciling invoices and support documentation, match documentation, account and grant coding, and check processing. Responsible for online payments and check payments and to ensure timely payment of agency's bills.
- Maintain written policies and procedures as they pertain to maintenance of the organizations internal controls and accounting policies.
- Administer the organization's grants and contracts, ensuring compliance with OMB circulars applicable to nonprofit organizations, and assist program staff with grant budgets and proposals.
- Compiles, prints, reviews, corrects and prepares invoices to vendors and programs. Keeps updated on all changes to grant contracts, and/or new regulations.
- Resolves data entry or billing problems.
- Assist with development of additional reporting needs as determined by the state requirements, membership needs, and association requests.
- Prepare a monthly and quarterly billing update for funding sources.
- Assist in the preparation of the annual budget for approval by executive management, to include financial plans, cash flow projections, and other financial reports as required.
- Assist the Fiscal Director in the management of the accounting operations including budgeting, auditing, payroll, accounts payable and receivable, general ledger and financial reporting in accordance with generally accepted accounting principles, internal policies & procedures, and funding agency regulations.
- Review fiscal operations to ensure integrity, accuracy, and control of data and keep CFO informed of relevant issues.
- Assist Fiscal Director in the provision of Financial Management technical assistance to non-profit MDVPTB 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs including board governance and financial management as requested by the MDVPTB. This may include assisting between 3 and 5 agencies per year in setting up financial management systems that can appropriately account for the use of MDVPTB provided grant funds and meeting DMB accounting standards.



- Assist the Fiscal Director in the management of the financial records of all grants and contracts, including maintaining documentation on all matters related to grants, ensuring all reporting requirements are met, advising staff on allowable and unallowable costs, and ensuring timely submission of invoices and request for funds.
- Assist the Fiscal Director in ensuring compliance with applicable federal and/or state laws, regulations, and/or agency rules, standards, guidelines, etc.
- Assist the Fiscal Director in monitoring agency and program results including revenues, expenditures, and budget projections.
- Coordinate monthly and year-end closings, including providing monthly financial status reports to senior management.
- Other Duties as Assigned

III Qualifications:

- Minimum of 5-7 years progressively responsible experience in a not-for-profit organization, including at least 3 years of supervisory experience.
- Thorough knowledge of not-for-profit accounting.
- Minimum of a bachelor's degree in accounting or business administration. Advanced degree or CPA strongly preferred.
- Working knowledge of Financial Edge accounting software.
- Must have strong oral and written communication skills.
- Must be experienced in using software including Outlook, Word, Excel, and Access.
- Ability to work effectively with diverse groups of individuals at all organizational levels.
- Ability to work with technical, clinical and administrative personnel in the development of effective billing and reporting systems.
- Ability to be self directed and effectively manage multiple tasks and deadlines.
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IV. Supervised by: Fiscal Director

POSITION TITLE: Accounting Assistant

SUPERVISED BY: Fiscal Director

I. General Statement of Function

Reporting to the Fiscal Director, the Accounting Assistant's responsible for general accounting and fiscal support for MCADSV. The employee provides a variety of accounting tasks in support of the fiscal division of agency, including managing accounts payable and receivable, and managing other daily financial data critical to the successful operation of the agency.

II. Typical Duties

- Responsible for the Accounts Payable processes including but not limited to; Vendor record maintenance, general ledger posting, receiving, sorting, processing and reconciling invoices and support documentation, match documentation, account and grant coding, and check processing.
- Responsible for online payments and check payments and to ensure timely payment of agency's bills.
- Responsible for the Accounts Receivable process from Constituent record keeping to general ledger posting of account/project codes, receives sorts, corrects, enters and reconciles bank deposits from both Blackbaud and RE accounting systems, maintains accounts receivable collections and balancing, including donor management support, income balancing and recognition of project income, maintains and manages the balancing between payables and receivables for bills paid by MCADSV that are to be refunded by a different funding source.
- Training and overseeing of volunteers and various duties assigned to them. Training and overseeing of various staff members in duties assigned to them permanently or for cross training/temporary purposes.
- Monitors for other internal control processes, such as approval processes, double checking financial calculations, verification of payments within stated policies, documentation, payroll and 1099 tax reporting accuracy, and the cash and in kind donation and membership documentation process, including correspondence and filing, was instrumental in the audit process including gathering pre-audit financial information for testing by the CPAs, overseeing that all Vendor files were in proper order and had necessary backup attached, voided checks were accounted for, helped gather requested information for the CPAs once the actual audit started, answered questions and explained procedures to CPAs to show that we have a well thought out checks and balance system in place to ensure that the possibility of fraud is hindered, other miscellaneous auditing tasks.



- Supports financial aspects of hotel registration, airfare, or other related payment for travel arrangements, including verification of appropriate documentation, and tax. Liaison with staff on all financial aspects of the agency as appropriate, facilitates money and appropriate staffing for fundraising table at various trainings and helps with registering participants in various trainings, was instrumental in keeping processes running smoothly between the accounting department and programming staff during fluctuation of staffing due to maternity leaves and staff change-over, monitors credit card documentation and reporting system, supports staff with balancing and receipt collection as needed, gets necessary signatures within agency deadlines including coordinating the Board Treasurer signing off on credit card charges.
- Proofreads outgoing correspondence, memos, reports, and documents for accuracy, responsible for financial filing and archiving, driving related to errands for banking, grant billing and application and other activities, writing, typing various correspondences to various funding sources, vendors, committees, board, staff and others as assigned, other duties as assigned by the Fiscal Director and/or other appropriate staff.
- Participates in the development and distribution of grant requests, including grant budgets and other support documentation, as well as the grant reporting and billing process.
- Other duties as assigned.

III. Qualifications:

- Knowledge normally acquired through a high school education;
- Three (3) years of progressively more responsible or expansive work experience in the accounting field.
- Demonstrated computer efficiency: word processing skills, database, and spreadsheets (Microsoft Office) and fund accounting software (Financial Edge).
- Excellent oral and written skills, including editing, proofreading.
- Excellent attention to detail and organizational skills.
- Ability to juggle multiple tasks.
- Proficiency in all office machines.
- Excellent driving record.
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IV. Reports to: Fiscal Director

TITLE: Data Management Specialist

REPORTS TO: Technology and Operations Director

I. General Statement of Function

Reporting to the Technology and Operations Director, the Data Management Specialist will be responsible for management and implementation of the agency's constituent database(s), training and technical assistance reporting related to grants, reports and website. Responsible for duties related to management, maintenance and development of constituent lists including the distribution of membership materials and management of agency products, publications and subscriptions. Initiating and maximizing the efficient use of agency databases and data. Serving on the Resource Center Technical Assistance Team, coordinate the provision of high quality information and data on domestic and sexual violence service providers, statewide partners and other designated constituents, Resource Center target population and patrons, to ensure the timely and accurate delivery of Resource Center services, NSPT and other training materials. Maintains accurate Resource Center and training participant database and compiles reports. Develops and maintain database of Resource Center Technical Assistance requests.

II. Typical Duties

- Responsible for entry, maintenance and oversight of data in all agency constituent databases in order to ensure the highest level of quality and accuracy in agency communications.
- Serving on the Resource Center Technical Assistance Team, coordinate the provision of high quality information and data on domestic and sexual violence service providers, statewide partners and other designated constituents and Resource Center target population and patrons, to ensure the timely and accurate delivery of Resource Center materials, and NSPT and other training materials.
- Maintains accurate Resource Center and training participant database, and compiles reports. Develops and maintain database of Resource Center Technical Assistance Requests.
- Manages the implementation of all data related to Raiser's Edge, listservs and groups fax lists.
- Working with the Resource Center Coordinator, develop and disseminate the Annual Resource Center customer satisfaction survey and summary of survey data, and compile reports as needed.
- Working with the Director of Training and Technical Assistance, maintain a database of recommended speakers, experts, and consultants in the field of domestic violence, sexual assault, stalking and dating violence.
- In coordination with the Resource Center Research Specialist, maintain the list for the dissemination of the Domestic Violence Homicide list to identified publics.



- Working with the Director of Training and Technical Assistance, developing and implementing surveys of MDVPTB service providers and others as requested by MDVPTB staff.
- Maintain a database or record of recommended speakers, experts, and consultants in the field of domestic violence, sexual assault, stalking and dating violence. Responsible for entry, maintenance and oversight of data related to trainings, Resource Center patrons, listservs, media, elected officials, DVPTB board members, MCADSV board members. Also responsible for maintenance and flagging of member, DVPTB, RPS or other funding status changes.
- Maintain a database of the Resource center subscriptions, renewals, and in coordination with the Resource Center Coordinator, monitor budget and purchasing of subscriptions. Maintains newsletter subscriptions and related correspondence under the supervision of the Resource Center Coordinator. Ensures accuracy in newsletter and committee lists and other agency communication.
- Ensures continuous quality improvement of all lists.
- Supervises the maintenance of database records. Oversees training of new staff on usage of Raiser's Edge database. Enters donor records in Raiser's Edge. Maintains database, technical assistance and training database and other related tasks. Responsible for maintaining membership and donor related data, including updating constituent information.
- Coordinates and supervises all tasks related to mailings of training and technical assistance information and promotional material including; database maintenance, updates, label production, coordination with printing and mailing vendors, bulk mailing supervision or coordination, related fiscal procedures and timely response to donations and membership payments.
- Coordination and supervision for membership, fundraising, donor development and other material requests, and mailings. This includes coordination of inventory of publications and fundraising items, timely rescheduling of reprints/purchases, developing and sending out order forms. Coordinates processing of product sales and oversight of product sales and inventory. Coordinates the timely updates of agency publications.
- Prepare reports and proposals as needed related to assigned projects, grants, training and technical assistance. Coordinate the assembly of composite evaluation data for grant reports, annual reports, and provide on-going information, and technical assistance to member programs, and other agencies and individuals on the full range of violence against women intervention and prevention issues.
- Coordinates/supervises the timely and accurate response to all membership and information requests, and timely shipping of materials.
- Assists in the maintenance of agency publications (such as website, newsletters, annual reports, brochures, etc) as needed.
- Assist in ensuring that intelligent, appropriate and rapid responses to agency communication occur, including writing of letters, reports, and other communication. Proofreads outgoing correspondence, memos, reports, and documents for accuracy. Works to ensure all communication is accurate and presents the best possible agency image.
- Assists in accounts receivable invoicing and collection, in accordance with financial procedures. Balances A/R and provides monthly reports by the 10th business day past month end, and provides monthly reports to Fiscal Director.
- Fulfill staff requests for reports and mailing lists, extracted from agency constituent database.
- Assist Finance and Program staff through batch committals.
- Other duties as assigned.
- Driving related to carrying out functions in job description.

III. Qualifications

- Bachelors degree or demonstrated equivalent.
- Demonstrated experience in information systems management.
- Demonstrated computer efficiency: word processing skills, database, and spreadsheets (Microsoft Office), donor and training software (Raiser's Edge), computer software troubleshooting and web site maintenance.
- Demonstrated knowledge of domestic and/or sexual violence and related issues, and commitment to ending violence against women.
- Demonstrated ability to develop and maintain cooperative relations with a diversity of individuals, organizations and other stakeholders.
- Excellent written and oral communication skills, including meeting facilitation experience, public speaking, and training. Excellent editing, proofreading.
- Demonstrated organizational skills, excellent attention to detail and ability to juggle multiple tasks.
- Excellent driving record.
- Ability to lift up to 50 pounds on occasion.
- Position involves the use of standard office equipment and significant computer related activities such as viewing a CRT or VDT screen at least 85% of the time.

IV. Reports to: Executive Director

**POSITION TITLE: Events Coordinator****SUPERVISED BY: Associate Director****I. General Statement of Function**

Under the direction of the Training and Technical Assistance Director, the Events Coordinator performs the day to day operation for the logistical support to fulfill the implementation of the training projects within the Training and Technical Assistance for Michigan Domestic Violence and Treatment Board contract. Working with the Director of Training and Technical Assistance, ensure that the training needs of the 44 MDVPTB domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs as requested by the MDVPTB are met. The Events Coordinator will be responsible for managing all duties related to logistics, coordination and negotiating vendor contracts for all meetings, trainings, special events and other member services of MCADSV. These duties include securing hotel or facility contracts, and creating faculty contracts, securing caterers and other vendors needed for training and events. This position is also responsible for marketing of Training and Resource Center programs. Design and layout of training brochures other publications.

II. Typical Duties

- Manages all logistics related to the implementation of the training projects within the Training and Technical Assistance for Michigan Domestic Violence and Treatment Board contract.
- Manages all logistical, site, and promotional details related to the delivery of trainings.
- Provides oversight of systems related to delivery of training in most cost efficient manner.
- Acts as liaison between hotel/meeting facility and staff project coordinator, including coordination of all arrangements, hotel rooms, meeting spaces, set up requirements, meals, and any additional needs.
- Acts as liaison with all contract faculty regarding availability, fees, air/ground transportation, escort arrangement, follow-up, and other details. This includes; drafting contracts under the direction of Fiscal Director/Associate Director, communicating limits regarding expense reimbursement, audiovisual needs, securing handouts in advance for copying, and drafting thank you notes for all speakers on behalf of Associate Director.
- Acts as liaison between facility, project coordinator and Fiscal Director with regards to financial issues, contract language, etc.
- Develops budgets for training projects under direction of the Associate Director and provides budget oversight for events.
- Assists with any training/meeting reporting required by funding sources. Responsible for developing training brochures.
- Coordination of marketing and disbursement of training and event brochures. Acts as liaison with vendors for publications that are out-sourced.
- Secures training needs from contract faculty in advance, securing arrangements with conference facility staff with all logistics of training and conferences.
- Manages all training and meeting registration, coordination/creation of registration materials, billing, database maintenance, (Raiser's Edge) and abstraction of data for training needs, including sign in sheets, name badge creation, etc. This includes data entry, confirmation, invoicing and supervision of registration entry.
- Coordinates the development of agency procedures, forms and databases.
- Ensures the highest quality service is delivered to training participants. Troubleshoots logistical problems on site and acts as advocate for participants and agency. Communicates feedback and problems to Associate Director, Director of Training and Technical Assistant or Program Managers.
- Ensures that facilities utilized for training are accessible for participants with special mobility needs. Ensures that accessibility issues are addressed prior to contracting with facilities and communicates with participants directly regarding access needs. Ensures that all special needs (including dietary and etc.) for participants are addressed.
- Ensures that any facility to be used in the performance of any resulting Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- Other duties as assigned.

III. Qualifications

- Bachelor's degree or demonstrated equivalent.
- Demonstrated experience coordinating a variety of training, conferences and other special events.
- Demonstrated computer efficiency: word processing skills, database management and development (Microsoft Office, Access, Raiser's Edge, PowerPoint, Adobe Creative Suite or other desktop publishing software).
- Demonstrated project management skills, including ability to work on multiple tasks and projects simultaneously.
- Demonstrated organizational and communication skills, including excellent written communication skills.
- Proficiency in all office machines; excellent driving record; able to lift up to 50 pounds.

IV. Reports to: Associate Director



POSITION TITLE: Executive Administrative Assistant
SUPERVISED BY: Technology and Operations Director

I. General Statement of Function

Reporting to the Technology and Operations Director, the Executive Administrative Assistant is expected to work closely with the Technology and Operations Director to provide high quality administrative and secretarial support to Technical Assistance and Training staff as needed.

II. Typical Duties:

Typical Duties Related to Secretarial and Executive Support:

- Serve as primary secretary-receptionist for the Training and Technical Assistant Contractor office; answer, route and screen telephone calls, coordinates the referrals to internal and external appropriate resources; respond to requests for information as appropriate; greet and screen (for entry) visitors, meeting attendees, conference participants as necessary; update voicemail systems as required, e.g., clear general voicemails and emails; distribute incoming faxes.
- Serving on the Training and Technical Assistance Team, coordinate the provision of high quality information to domestic and sexual violence service providers, statewide partners and other designated constituents and Resource Center target population and patrons. Assist in registering training participants.
- Open and sorting of mail; separate checks and invoices; follow procedures for handling of the mail and cash and its distribution, e.g., photocopy checks, etc.; coordinate mail, UPS and Fed Ex pickups.
- Assist with other aspects of Resource Center/agency office management and implementation as directed; perform general secretarial tasks, including typing, filing, photocopying, assembly of materials, mass mailings, administrative filing and archiving and other tasks as required. Responsible for timely turnaround of copy box materials.
- Answer and screen calls from survivors of domestic and sexual violence and refer to local resources for assistance. Briefly assess needs of survivors and refer for follow-up to appropriate staff. Provide crisis intervention as necessary. Document survivor calls and their resolution for supervisor.
- Review, format, and print correspondence, reports, announcements, and other written materials; take minutes of all staff, project and planning meetings as required.
- Program, training and grant report writing and entering of Technical Assistance Database entries for staff as requested, and assisting in the compiling of training evaluation data annual reports for Board of Directors and funders.
- Assists the Executive Director, Grant Project Team Leaders and Fiscal Director in the assembly and electronic submission of grant requests and grant reports. Manage Grants.gov and GMS grant submittals and reporting. Assists supervisory staff in collecting monthly data needed for reports.
- Ensures expense obligation forms are completed for all assigned meetings, shipping and conference calls. Maintains public conference call information.
- Makes travel arrangements for staff as directed, and ensures expense obligation forms and procedures are completed in a timely matter.
- Other secretarial duties include directing resource center customers and material check out, routing, screening, handling general inquiries, word processing and correspondence, ordering supplies and stocking all supplies daily (copier paper bins, printer paper bins, fax paper bins). Proofreads outgoing correspondence, memos, reports, and documents for accuracy.
- Responsible for opening and closing the office under the supervision of the Technology and Operations Director.
- Provides assistance to Executive Director in all activities related to full functioning of the Board of Directors, including scheduling of meetings, minute taking at Board meetings, committee meetings, planning meetings, and coordination of the assembly and distribution of all Board materials. Travels to Board retreats and meetings.
- Responsible for credit card authorization for all incoming trainings, (and other orders as assigned) etc.
- Maintains and coordinates Supervisor schedules as assigned, including the Executive Director, Executive Policy Director and Associate Director.

Typical Duties Related to Training, Event and Resource Center Support as a backup to the Program Services Assistant:

- Assists with routine correspondence and material requests for Training, Program and Executive Staff, including assorted secretarial tasks, setting up of meetings, conference calls, minute taking, etc.
- Assists with the assembly of all materials for trainings, conferences and meetings, including photocopying and assembly into training materials.
- Assist Marketing and Events Manager with preparation of meeting supplies and materials, (nametags, sign in sheets, training box supplies and inventory).
- Assist staff and teams in the preparation of agendas for trainings and meetings, training and meeting evaluations, tallying of meeting and training evaluations, coordination of the submission of pre and post test to Evaluation Director.
- Responsible for broadcast faxes, and other outside agency communications, including maintaining and updating speed dial and committee lists, broadcast fax lists, email lists, group fax lists, ensuring accuracy in all areas.



- Responsible for internal conference room meeting set up and general clean up and straightening, including all common spaces, or office spaces used for meetings.

Typical Duties Related to Providing Back-up to Resource Center, Finance, Data Management and office and Technology:

- In the absence of the Data and Member Specialist provide back-up for the processing of product sales, membership, fundraising and other material requests as needed.
- In the absence of the Data and Member Specialist, be responsible for fundraising products, including inventory, purchasing and web order processing.
- Provide assistance to the Data and Member Specialist in entering and updating Raiser's Edge database.
- Other duties as assigned by Technology and Operations Director and other supervisor, project team member, Fiscal Director and/or Executive Director.
- Responsible for deposit entry, taking deposits and back-up tapes to bank, in the absence of the Accounting Assistant.

III. Qualifications:

- Proven ability in executive, secretarial and administrative support, with minimum of 3 years experience.
- Must be able to show personal initiative as well as be able to work collaboratively as a member of a team.
- Individual must have excellent communication skills, both written and verbal; must demonstrate effective judgment in a fast-paced work environment while meeting deadlines.
- Highly organized, accurate, detail-oriented and able to work independently to provide high-quality support to training and executive staff.
- Ability to juggle multiple tasks, proficiency in Microsoft Office, office machines.
- Excellent writing, editing and oral communication skills.
- Excellent driving record.
- Ability to lift up to 50 pounds on occasion.

IV. Reports to: Technology and Operations Director

POSITION TITLE: Senior Program Manager

SUPERVISED BY: Associate Director

I. General Statement of Function

Reporting to the Associate Director, the Program Manager is responsible for the development and implementation of statewide training which promote an understanding of violence against women. In addition, the Program Manager is responsible for providing high quality information and technical assistance to agencies and individuals. Provide on-going technical assistance to non-profit MDVPTB 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs as requested by the MDVPTB. Working with the Director of Training and Technical Assistance, serve as the lead faculty and/or coordinate training for NSPT, and other Advanced Advocacy and other training mutually agreed upon between MCADSV and MDVPTB. Assist with the implementation of training projects throughout the state. This includes development of training topics, identification of learning goals, and delivery of training.

II. Typical Duties

- Under the direction of the Associate Director, assume responsibility for the development and implementation of a range of issues facing domestic and sexual violence advocates, including the production of information packets, manuals, model policies, and other products to assist domestic and sexual violence advocates in their direct service, program development or systems change work.
- Assist with the development and implementation of training and technical assistance projects.
- Assist with the implementation of training projects throughout the state. This includes development of training topics, identification of learning goals, and delivery of training.
- Working with the Director of Training and Technical Assistance, serve as the lead faculty and/or coordinate training for NSPT, and other Advanced Advocacy and other training mutually agreed upon between MCADSV and MDVPTB.
- Working with the Director of Training and Technical Assistance, develop and implement curricula, workshops, training themes and media materials that address domestic and sexual violence.
- Provide outreach, technical assistance and training to MCADSV members, allied professionals and the general public regarding best practices and emerging trends in domestic and sexual violence prevention/intervention.
- Identification and dissemination of model/exemplary program information, development of program and specialized mailing lists.
- Participate in the coordination meetings and trainings.
- Organize and provide staff support to work groups convened to guide the development and implementation of special projects.



- Coordinate and participate in the development and dissemination, including necessary updates, of a variety of domestic and sexual violence fact sheets, alerts, press releases, position papers.
- Participate in a variety of work groups including representing the agency at a variety of state meetings.
- Develop in collaboration with Director of Training and Technical Assistance culturally appropriate curricula, and training materials regarding violence against women.
- Provide on-going information, and technical assistance to MDVPTB grantees and other agencies and individuals on the full range of violence against women intervention and prevention issues.
- Provide project or task supervision to students and volunteers working with the agency and technical assistance projects.
- Oversee development and distribution of information packets, publications, and promotional products of the agency. This includes writing, editing, desktop publishing and quality control.
- Other duties as assigned.

III. Qualifications

- Demonstrated three years experience and specialized knowledge of domestic and/or sexual violence,
- Demonstrated knowledge of domestic and/or sexual violence and related issues, and commitment to ending violence against women.
- Experience in social justice, systems advocacy, and social change work with a minimum of three years working in a related field.
- Experience in providing technical assistance on domestic and/or sexual violence related issues.
- Experience developing culturally responsive domestic and sexual violence training materials.
- Experience conducting research utilizing a wide range of sources including printed material, internet, databases Lexus/Nexus and identification of alternative information sources.
- Ability to articulate a multi-cultural and anti-bias philosophical perspective.
- Substantial experience in public speaking and training on domestic and sexual violence related issues.
- Demonstrated and excellent writing skills.
- Proficient computer skills in Microsoft Word.
- Desktop publishing experience.
- Conference planning experience.
- Demonstrated ability to develop and maintain cooperative relations with a diversity of individuals, organizations and other stakeholders.
- Excellent written and oral communication skills, including meeting facilitation experience, public speaking, and training.
- Bachelors Degree or equivalent.

IV. Reports to: Associate Director

POSITION TITLE: Program Services Assistant

SUPERVISED BY: Associate Director

I. General Statement of Function

Supervised by the Associate Director, the Program Services Assistant will be responsible for providing administrative support to all program functions of the agency including the day-today support for the Resource Center, and training and technical assistance projects.

II. Typical Duties

- Responsible for supporting the daily operations and physical maintenance of the Resource Center collection including the day-to-day functions relating to lending materials, such as responding to patron requests, locating or obtaining materials, and managing circulation, using Library Management Software (Follett Circulation and Catalog +).
- Responsible for physical maintenance of the collection which includes mailing materials to patrons, providing patrons with late notices by phone or email, mail writing and re-shelving materials as returned to the Resource Center.
- General duties also include answering telephones, handling general inquiries, word processing, correspondence, filing, and coordinating acquisition and maintenance of training supplies.
- Provide to MDVPTB response to student and/or client requests for information as directed by the MDVPTB.
- Assist in the production of Resource Center newsletters and publications. Participate in the design and layout of newsletters and oversee Resource Center Specialist in the development and layout of these publications. Develop and contribute to the production of Resource Center and MCADSV products such as policy research and concept papers, Laws Update, Fact Sheets, and Specialized Bibliographies
- Responsible for coordinating internal conference room reservations, including setup and breakdown of room for trainings and meetings. These duties also include general maintenance of room, including light clean up, monitoring coffee and other needs for training attendees.



- Responsible for assisting the Resource Center Coordinator in the implementation of all Resource Center technological initiatives, including the management of Library Software and assisting in collecting and updating Resource Center web site information.
- Provide support to program staff, on and off-site, in performing tasks related to all logistics for trainings, workshops. Typical duties involved are acting as a liaison for staff needs, photocopying, arranging for printing and publications, transporting materials, faxing announcements and reminders, registration entries, coordinating equipment needs, producing nametags, sign-in sheets, etc.
- Assist with assembly of materials for program staff, including those related to trainings and meetings. Assist in the development and dissemination of evaluation forms, agendas and other related materials, including compiling and summarizing evaluation data.
- Coordinate master event schedule/calendar and training calendar for MCADSV. Submits event details to MCADSV publication Editor for timely publication in newsletters (Connection and Review).
- Assist with minute taking, transcription of meeting notes, routine correspondence, meeting coordination, conference calls and other related tasks when necessary.
- Assist the Resource Center Coordinator with the creation and production of new product brochures, fact sheets, bibliographies and assist with purchasing of new materials.
- Other general duties include providing assistance for marketing activities, assisting program staff with travel arrangements and reservations, attending planning meetings and research.

III. Qualifications:

- Minimum of three years of proven experience in executive, secretarial and administrative support.
- Must be able to show personal initiative as well as be able to work collaboratively as a member of a team.
- Experience conducting research utilizing a wide range of sources including printed material, internet, databases Lexus/Nexus and identification of alternative information sources.
- Thorough knowledge and understanding of the issues related to domestic and sexual violence.
- Knowledge of library technology trends, library automation, and instructional programs.
- Demonstrated knowledge with current bibliographic tools in print and digital form and core reference resources.
- Demonstrated ability to provide reference and research assistance in a variety of disciplines especially legal.
- Experience conducting research utilizing a wide range of sources including printed material, internet, databases Lexus/Nexus and identification of alternative information sources.
- Demonstrated experience with or training in research methods and statistics.
- Demonstrated knowledge in the use of electronic databases and web-based information delivery.
- Experience with working with the key customers and/or public.
- Individual must have excellent communication skills, both written and verbal; must demonstrate effective judgment in a fast-paced work environment while meeting deadlines.
- Highly organized, accurate, detail-oriented and able to work independently to provide high quality support.
- Ability to juggle multiple tasks, proficiency in Microsoft Office and office machines.
- Excellent writing, editing and oral communication skills.
- Excellent driving record.
- Ability to lift up to 50 pounds on occasion.

IV. Reports to: Associate Director

POSITION TITLE: Resource Center Coordinator

REPORTS TO: Associate Director

I. General Statement of Function

The Resource Center Coordinator is responsible for the management and development of a state of the art statewide special issue resource center on domestic and sexual violence. The *Resource Center Coordinator* coordinates the provision of high quality information and technical assistance on domestic and sexual violence to designated Resource Center target population and patrons. The Resource Center Coordinator responds to Technical Assistance Requests (MDVPTB Staff and Training Institute, Statewide Partners, Public Policy). The Resource Center Coordinator gives reference and research assistance in a variety of disciplines especially legal.

II. Typical Duties

- Responsible for the daily management and operations of the office of the Resource Center, a majority of the administrative functions of the project.
- Responsible for the project supervision for Resource Center Specialist and temporary staff or volunteers. Coordinates the day-to-day workflow and activities of the Resource Center Specialist and provides oversight of interns and consultants of Resource Center.



- Oversee and Respond to Daily Resource Requests. Coordinate and participate in the provision of sound, accurate information and technical assistance to domestic and sexual violence service providers and other stakeholders and individuals on the full range of domestic and sexual violence intervention and prevention issues. Coordinate the provision of technical assistance by the Resource Center Team.
- Provide technical and expert reference assistance as requested to MDVPTB Board members and staff minimally 220 hours annually over the phone, in person, and via e-mail.
- Conduct formalized interviews to assess needs/requests for specialized information and research services.
- Analyzing patron's request.
- Conducting comprehensive professional catalog searches, print, multimedia, Internet sources, legal and social service databases to locate information and resources for patron needs/requests.
- Providing comprehensive, advanced, extensive research on domestic violence, sexual assault, stalking and dating violence when requested by MDVPTB members and staff.
- Gathering information relative to proposed legislation in Michigan and other states and public policy initiatives that could affect domestic violence, sexual assault, stalking and/or dating violence victims and developing analysis.
- Monitoring research interests of key customers and incorporates in collection development when possible.
- Developing relationships with other libraries including the Library of Michigan to expand to new sources of information, databases, and inter-library loan.
- Manage the collection with library or equivalent software that includes electronic material inventory, customer database, and circulation database.
- Evaluate and acquire current literature (books, training manuals, curricula, reports and statistics), videos, electronic resources, journals that enhance the capacity of individuals and organizations to prevent violence against women, strengthen service delivery for survivors including emerging issues; promising practices in working with victims including underserved populations; and recent research findings related to domestic violence, sexual assault, dating violence, stalking and non-profit management, fatherhood, to add to the collection.
- Subscribe to journals, newsletters, and reports on domestic violence, sexual assault, stalking, non-profit management and other related issues and as well purchasing select subscriptions to forward (or provide a copies in accordance with copyright restrictions when possible) of such subscriptions to the MDVPTB.
- Attend MDVPTB meetings as requested.
- Working closely with the Director of Training and Technical Assistance, maintain a current collection of sample of effective best practices, policies, forms, and written procedures for domestic violence, sexual assault, stalking and dating violence service provider programs.
- Provide reference and research assistance in a variety of disciplines especially legal.
- Provide to MDVPTB response to student and/or client requests for information as directed by the MDVPTB.
- Conducting comprehensive professional catalog searches, print, multimedia, Internet sources, legal and social service databases to locate information and resources for patron needs/requests.
- Providing comprehensive, advanced, extensive research on domestic violence, sexual assault, stalking and dating violence when requested by MDVPTB members and staff.
- Gathering information relative to proposed legislation in Michigan and other states and public policy initiatives that could affect domestic violence, sexual assault, stalking and/or dating violence victims and developing analysis.
- Monitoring research interests of key customers and incorporates in collection development when possible.
- Develop relationships with other libraries including the Library of Michigan to expand to new sources of information, databases, and explore inter-library loan.
- Act as managing editor of Resource Center newsletters and publications. Participate in the design and layout of newsletters and oversee Resource Center Specialist in the development and layout of these publications. Develop and oversee development of Resource Center and MCADSV products such as policy research and concept papers, Laws Update, Fact Sheets, and Specialized Bibliographies.
- Responsible for the oversight and implementation of all Resource Center technological initiatives. Including the transition to the new Library Software, maintenance of web page content.
- Coordinate and participate in the development of Best Practices and Model Policy Collection.
- Coordinate the Annual Resource Center customer satisfaction survey and summary of survey data.
- Research and stay abreast of emerging issues in the field of domestic violence and sexual assault. Identify materials appropriate for dissemination. Responsible for coordinating materials to be distributed in Technical Assistance Packets.
- Represent Resource Center and provide technical assistance to a variety of Resource Center stakeholders
- Coordinate and staff Resource Center Outreach Activities such as Mobile Lending Library and speaking engagements.
- Oversee the maintenance of the Resource Center Collection. Participate in the development and implementation of policies that will ensure the integrity of the collection.
- Responsible for making purchasing decisions regarding resources, subscriptions and equipment.
- Responsible for compiling Quarterly Activity/Narrative Report to Funder and participating in ensuring that contract obligations are met.



III. Qualifications

- Minimum Bachelors Degree or equivalent experience.
- Minimum of five years experience in the field of domestic and sexual violence.
- Thorough knowledge and understanding of the issues related to domestic and sexual violence.
- Knowledge of library technology trends, library automation, and instructional programs.
- Demonstrated knowledge with current bibliographic tools in print and digital form and core reference resources.
- Demonstrated ability to provide reference and research assistance in a variety of disciplines especially legal.
- Experience conducting research utilizing a wide range of sources including printed material, internet, databases Lexus/Nexus and identification of alternative information sources.
- Demonstrated experience with or training in research methods and statistics.
- Demonstrated knowledge in the use of electronic databases and web-based information delivery.
- Experience with working with the key customers and/or public.
- Demonstrated ability to develop and implement surveys.
- Creative and critical-thinking skills.
- Problem-solving, goal-setting, team-building and organizational skills.
- Demonstrated knowledge of domestic and sexual violence, an understanding of related issues, and a commitment to ending violence against women.
- Understanding of issues of cultural and socioeconomic diversity as they apply to domestic and sexual violence prevention, intervention, and services.
- Strong writing and editing skills.
- Demonstrated leadership skills.
- Demonstrated Technical Skills, including demonstrated proficiency in Microsoft Office, Publisher, (or other desktop publishing program) knowledge of Web Design, World Wide Web editing, spreadsheets, data base management.
- Proficiency with the management of library, resource cataloguing, particularly the Cutter Method of Cataloguing, helpful.
- Experience in computer-aided legal research, e-mail, and Internet utilization.
- Exceptional experience in research, including research on the internet.

IV. Reports to: Associate Director

V. FLSA Status: Non-Exempt

POSITION TITLE: Program Manager

SUPERVISED BY: Associate Director

I. General Statement of Function

Reporting to the Program Services Director, the Program Manager is responsible for assisting with coordination and implementation of trainings and technical assistance to Southeast Michigan programs as assigned. Provide high quality and comprehensive program and organizational support to the delivery of technical assistance needs. Provide on-going technical assistance to non-profit MDVPTB 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) service provider programs including board governance and financial management as requested by the MDVPTB.

II. Typical Duties

- Act in a leadership role for the Training and Technical Assistance Project.
- Serve as lead faculty to the New Service Provider Training.
- Working with the Associate Director, develop technical assistance and training goals to meet the needs of project partners, documentation of goals, work plans, development of benchmarks and timelines, as well as monitoring progress, amending timelines, and reporting on results.
- Coordinate and provide staff support to Technical Assistance Team and related workgroups and meetings.
- Provide information and technical assistance to SE Michigan DV/SA agencies.
- Working with the TA and Training Team and evaluation consultant, develop and implement the TA and Training evaluation plan, including establishing short and long-term goals, monitoring and documenting progress, and writing of annual reports to stakeholders.
- Prepare narrative and other reports as needed including responsibility for achieving or monitoring grant obligations and deliverables within the scope of the funded program, and ensuring the timely submittal of reports to the Associate Director.
- Serve in an advisory and technical assistance capacity on multiple community task forces and workgroups, ensuring the voices and needs of survivors are informing the work of such committees, as well advancing the mission and philosophy of MCADSV.
- Overseeing all office systems in the Detroit office, and coordinating with MCADSV Technology & Operations Director to ensure a smooth and efficient office.



- Provide information and referral services to survivors of domestic and sexual violence, as well as meeting the needs of MCADSV Detroit office callers and visitors.
- Travel between the Detroit office and MCADSV main office located in Okemos to gather/transport supplies, Resource Center materials, work products, training materials, or to attend MCADSV staff meetings and BSN Team Meetings as required/needed. May be 2-3 days in each office in alternating weeks pending the developing needs of the Project.
- Frequent travel required within Southeast Michigan and between Detroit and Okemos office sites.
- Other duties as assigned.

III. Qualifications

- Demonstrated minimum of five years experience and specialized knowledge of domestic and/or sexual violence, violence against women prevention strategies, related issues, coordinated community response model, and commitment to ending violence against women.
- Self-starter with strong organizational, interpersonal and writing skills.
- Experience in providing technical assistance on the development and delivery of culturally responsive domestic and sexual services and knowledge of best practices in supervision and hiring of staff in order to support the work of domestic and sexual violence service providers, managers and future movement leaders.
- Demonstrated excellent written and oral communication skills, including meeting facilitation experience, public speaking, and training.
- Demonstrated ability to be able to gather, analyze, and synthesize information, including programmatic, and prepare coherent and compelling materials including reports and letters.
- Demonstrated ability to develop and maintain cooperative relations with a diversity of individuals, organizations and other stakeholders.
- Knowledge of resources and communities in the City of Detroit.
- Demonstrated ability to articulate a multi-cultural and anti-bias philosophical perspective.
- Demonstrated proficient computer skills in Microsoft Office and desktop publishing experience.
- Bachelors Degree or equivalent work experience.
- Excellent driving record.
- Ability to lift up to 50 pounds on occasion.
- Demonstrated internet and library research skills.

IV. Reports to: Program Services Director/BSN Project Director

1.040 Project Plan

1.041 Project Plan Management

The following is the project management plan for the training and technical assistance, activities, identifying methods, tools, and processes proposed to oversee and implement the training and technical assistance components.

Technical Assistance Coordination; Under the direction of the Associate Director, the Training and Technical Assistance (T&TA) Director will perform the day to day operation of the research, information and technical support to fulfill projects within the Training and Technical Assistance for Michigan Domestic Violence and Treatment Board contract. The T&TA Director will work collaboratively with MDVPTB to identify the technical assistance needs of service provider programs, and develop a plan for implementation of services based on the needs assessment. The T&TA Director will coordinate the development of a Resource Center collection of sample best practices, policies, forms, and written procedures for MDVPTB service providers including materials identified through the Quality Assurance Standards monitoring process. The T&TA Director will coordinate the assignment of staff to provide on-going technical assistance to MDVPTB's 44 domestic violence (DV), 26 sexual assault (SA), and 19 transitional supportive housing (TSH) non-profit service provider programs. The Training and Technical Assistance Director will utilize technological support using web sites, list serves, web conferences, teleconferences, database, e-mail and other systems in order to implement technical assistance services. Travel to local programs will be necessary. Quarterly activity/narrative report on the technical assistance provided will be submitted quarterly to MDVPTB.

Training Program Coordination: The T&TA Director will coordinate and provide training sessions throughout the state for new employees of MDVPTB-funded domestic violence, sexual assault, and transitional supportive housing service provider programs.



- Six (6) training seminars will be conducted annually (up to 192 hours of instruction) for new employees of MDVPTB-funded sexual assault, domestic violence, and transitional supportive housing service provider agencies.
- Each training shall be at least four (4) days in length, faculty will include MCADSV training staff, and select expert faculty from the domestic violence field.
- Each training will be attended by up to 30 MDVPTB-funded participants. The Database Management Specialist will manage all communication with potential participants.
- Sites will be selected to offer geographic diversity and access for agencies across the state, and the Events Coordinator will provide all logistical support to accomplish this task.

The T&TA Director will ensure the training and resource manual of current information on sexual assault and domestic violence issues is updated, and the Events Coordinator will coordinate its publishing and dissemination.

In collaboration with MDVPTB, the T&TA Director will identify training needs, recruit, research and contact and prepare potential presenters for trainings, contribute to content, design, and implementation of events and trainings. The Events Coordinator will coordinate logistics, including marketing, registration, and evaluation for NSPT and other trainings and web conferences.

The T&TA Director will design, research and implement regional trainings and professional development institutes. Working with the Associate Director, the T&TA Director will evaluate and implement statewide new service provider training to support the quality assurance standards of MDVPTB which include developing the domestic and sexual violence training curriculum, managing the development or reorganization of training materials, and the implementation of cultural competence education and training delivery.

The T&TA Director will address issues/changes that may arise and communicate directly with MDVPTB staff and keep them apprised of progress, as needed and in quarterly progress reports.

1.042 Reports

The following reports will be required:

- Monthly Statement of Expenditures
- Quarterly Activity/Narrative Report on the training and technical assistance provided.
- Quarterly Activity/Narrative Report for the Resource Center
- Annual report that provides a list of Resource Center holdings.
- Annual Resource Center customer satisfaction survey and summary of survey data.

The Associate Director will identify and explain any deviations from the required reporting.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

- A Statement of Expenditures (SOE) certified/signed by the Contractor and delineated by budget line items related to technical assistance, the Resource Center and training will be submitted by the Contractor to the Contract Compliance Administrator (CCI) for review and approval. The CCI will review the SOE for line item overages. If no line item overages exist, the CCI will approve/sign the SOE and forward the SOE to the Executive Director of the Michigan Domestic Violence Prevention and Treatment Board for approval/signature. The Statement of Expenditures is then forwarded to the DHS Purchasing Division for issuance of payment.
- An activity/narrative report for the Resource Center will be submitted quarterly that provides information about patron requests by types of materials (books, videos, etc.) requested, subjects (domestic violence, sexual assault, stalking, dating violence, non-profit management, etc.), and percentage of customers listed by profession/organizational affiliations. Report will also provide information about number of website hits, emerging issues related to violence against women, new materials reviewed, any issues raised by customers, new purchases and subscriptions acquired in the quarter, and the amount of staff time devoted to technical assistance provided to MDVPTB members and staff, each state partner and service providers. Additional items may be required. The CCI will review the report and respond to the Contractor with questions when necessary.



- An activity/narrative report on the training provided will be submitted quarterly that includes a list of training attendees and the organization they represent, the number of years in the position, and whether they are from a DV, SA, or TSH program; training agenda; trainers experience; a narrative summary of the training evaluation. Additional items may be required. The CCI will review the report and respond to the Contractor with questions when necessary.
- An activity/narrative report on the technical assistance provided will be submitted quarterly that includes the committee meetings attended and statewide training faculty meetings attended; and a narrative summary of technical assistance provided to MDVPTB service providers. Additional items may be required. The CCI will review the report and respond to the Contractor with questions when necessary.

1.052 Final Acceptance – Deleted N/A

1.060 Proposal Pricing

1.061 Pricing

This Contract's payment method is a cost based (actual cost reimbursement) method. For authorized services and price list see Appendix A.

1.062 Price Term

Firm Fixed Price - Prices quoted are firm for the entire length of this Contract.

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback – Deleted N/A

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this Contract

A. Resource Center Materials/Equipment

1. All resources, equipment, materials, non-consumable supplies, and software purchased by the Contractor for the Resource Center, regardless of acquisition, remain the property of the Michigan Domestic Violence Prevention and Treatment Board (MDVPTB) and DHS along with any products produced using such property. Such property may be used only by staff members funded by this Contract for purposes authorized under the terms of this Contract.
2. The MDVPTB/DHS retains ownership of all resources, equipment, non-consumable supplies, materials, and software that were transferred to the possession of the Contractor prior to the commencement of this Contract to carry out purposes similar to those in this Contract and will adhere to the state of Michigan Equipment Disposal policies.
3. The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge, expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any work product developed with MDVPTB/DHS-administered grant funds from this Contract. Compilations of information gathered from the Resource Center in the form of newsletters or otherwise may be created and disseminated by the Contractor, subject to approval by the MDVPTB/DHS.



Such compilations are the property of the MDVPTB/DHS; however, the Contractor has the right to use, reproduce, display, adapt, and distribute these materials and to authorize others to do so with acknowledgement to MDVPTB's Michigan Resource Center on Domestic and Sexual Violence.

4. All Resource Center materials (books, training manuals, curricula, reports, videos, and journals) must be hand stamped with "Property of the MDVPTB Michigan Resource Center on Domestic and Sexual Violence."

B. Publication approval and copyright

1. Any publications (written, visual, or sound), including, but not limited to, newsletters, brochures, videos, CD-Is, flyers, and conference and training materials (including conference notification), developed by staff for the Contractor whose salary and/or for which development / copying / production expenses are supported by MDVPTB/DHS-administered grant funds shall:

- a. Be submitted to the MDVPTB/DHS at least 21 days prior to release for written approval.
- b. Have written prior approval submitted with any billing for expenditures (staff or development / production expenses).
- c. Include the MDVPTB/DHS logo and the following acknowledgement for the Resource Center:

"The Michigan Resource Center on Domestic and Sexual Violence is owned by the Michigan Domestic Violence Prevention and Treatment Board (MDVPTB). The (Contractor) wishes to thank the MDVPTB for their financial support of this project."

- d. Include the MDVPTB/DHS logo and the following acknowledgement for Training and Technical Assistance publications:

"The Michigan Coalition Against Domestic and Sexual Violence wishes to thank the Michigan Domestic Violence Prevention and Treatment Board for their financial support of this project."

C. Property Title

1. The MDVPTB/DHS reserves the right to retain or transfer title to all property, real or personal, included in the approved budget of this Contract and billed to the MDVPTB/DHS by the Contractor, along with any products produced using such property.
2. MDVPTB/DHS property shall be used only for the performance of this Contract unless another use is authorized in writing by the MDVPTB/DHS. Such property shall be promptly returned upon expiration of this Contract, in its original condition, reasonable wear and tear excepted.

D. Equipment and listed non-consumable supplies with a value exceeding \$150 per unit

1. Contractor shall maintain an inventory list which clearly indicates MDVPTB/DHS grant-funded equipment units which exceed \$2,000 and listed non-consumable supplies with a value exceeding \$150 per unit. This inventory list will be updated at least annually.
2. Computer equipment purchased through this Contract must be compatible with DHS systems.
3. All equipment exceeding \$2,000 and listed non-consumable supplies with a value exceeding \$150 per units shall be disposed of in accordance with established State of Michigan Equipment Disposal policies. Listed non-consumable supplies with a value exceeding \$150 per unit means the following:
Cellular Phones, Chairs, Computers, Desks, File Cabinets, Lamps, Laptops, Printers, Scanners, Sound Equipment, and Television Monitors.

E. Lobbying

The Contractor certifies, to the best of his or her knowledge, and believes that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



2. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure form to report lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

F. Drug Free Workplace (DFW) Rule

The Contractor agrees to:

- 1 make a good faith effort, on a continuing basis to maintain a DFW (including taking specific actions described at 7 CFR Part 3021.200 through 3021.230); and
- 2 identify all workplace locations where work under the Federal award will be performed. Since Federal entities will no longer collect a paper certificate, this may include the following:
 - Notifying all sub-grantees and contractors of the Drug Free Workplace rules
 - Making conforming changes to internal procedures, directives, training materials, etc.
 - Incorporating the new rules into subcontractor monitoring practices

G. Subrecipient Relationship

If the Contractor is a subrecipient of DHS, they are required to comply with all Federal regulations that related to the accounting and auditing of the Federal award used to fund this Contract. This includes, but is not limited to, compliance with OMB Circular A-133.

Regulations applicable to funding sources are included in the Catalog of Federal Domestic Assistance (CFDA). The Federal Program Title, CFDA number, and federal financial participation (FFP) rate DHS will use for this Contract are:

Federal Program Title	CFDA #	FFP%
TSH-TANF	93.558	0.18944
RPS TANF	93.558	0.42269
FVPSA	93.671	0.38787

However, DHS may change the CFDA number and/or FFP rate during the course of this Contract. CFDA numbers and FFP rates for this Contract shall be posted quarterly on the DHS web site. The Contractor is required to check the web site to obtain up to date information regarding the CFDA numbers. The Contractor shall consult the following website address to obtain CFDA numbers, payments, program updates, and other audit information:

http://www.michigan.gov/dhs/0,1607,7-124-5455_7199_8380---,00.html

DHS agrees to participate in audit cost related to the audit as described in other sections of this Contract.

Reporting Requirements

The Contractor must immediately report to the DHS Audit Liaison accounting irregularities including noncompliance with these Contract provisions.

If the Contractor is required per OMB Circular A-133 to have a Single Audit performed, the Contractor must submit the Reporting Package and an Audit Transmittal Letter to the DHS Audit Liaison at the address that follows and in accordance with the time frame established in the Circular.

Reporting Package includes:

1. Financial statements and schedule of expenditures of Federal awards
2. Summary schedule of prior audit findings
3. Auditor's report(s)
4. Corrective action plan, if applicable



Audit Transmittal Letter

The Contractor is responsible to identify in the Audit Transmittal Letter all organizations it operates that administer DHS subrecipient programs and the different names the Contractor may use to contract with DHS. The Contractor is responsible for proper completion and submission of the Audit Transmittal Letter. This letter, to be accurately processed by DHS, must include the following information:

1. Contractor's name as reported in this Contract and any other contract(s)
2. Contractor's Federal Identification number(s) as reported in this Contract and any other contract(s)
3. Contractor's fiscal year end
4. Identify other name(s) and other Federal Identification number(s) used by the Contractor

If a Single Audit is not required per OMB Circular A-133, the Contractor must still submit an Audit Transmittal Letter stating why a Single Audit was not required and the Contractor's fiscal year to which the letter pertains. The Audit Transmittal Letter should include items stated in the section, "Audit Transmittal Letter," described above. The letter may be mailed to the address below or FAX to (517) 373-8771.

Mailing address for all information:

Michigan Department of Human Services
Audit Liaison
235 S. Grand Ave. Suite 1112
Lansing, MI 48909
Attention: William Addison, CPA

If the Contractor is a subrecipient of DHS, but asserts it is not required to have a Single Audit performed, the Contractor shall submit an audit transmittal letter to the DHS Audit Liaison stating the reason the Single Audit is not required. Failure by the Contractor to submit the transmittal letter shall result in invoking the same sanctions on the Contractor as failure to submit the Single Audit report.

Audit Cost

Cost of the Single Audit can only be charged to this Contract if there is a provision within this Contract that allows payment for the Single Audit cost. No audit cost may be charged to this Contract if the Contractor is not required by Federal requirements to have a Single Audit.

No audit costs may be charged to DHS when audits required by this Contract have not been performed or have not been performed in accordance with OMB Circular A-133 requirements. Late submission (as defined in OMB Circular A-133) of the Single Audit report and/or Audit Transmittal Letter is considered non-compliance with this section and may be grounds to impose sanctions.

Sanctions

DHS may impose sanctions if the Contractor fails to adhere to any of the audit requirements in this Contract, including the audit transmittal letter. In cases of continued inability or unwillingness on the part of the Contractor to comply with audit requirements, DHS may impose sanctions such as:

1. Withholding a percentage of Federal award until the audit is completed satisfactorily.
2. Withholding or disallowing overhead costs.
3. Suspending Federal awards until audit is conducted.
4. Terminating the Federal award.
5. Recouping the federal payments made to the Contractor under this (or any other) Contract(s) between DHS and the Contractor.



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of three (3) years beginning January 1, 2009 through December 31, 2011. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of this Contract, unless otherwise extended under this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of this Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. This Contract may be renewed for up to two (2) additional one (1)-year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of this Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under this Contract, including the purchase of necessary materials, until both parties have signed this Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

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 this Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work.

2.006 Order of Precedence

(a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this 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 the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of this 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 this Contract, which may be modified or amended only by a formal contract amendment.

2.007 Headings

Captions and headings used in this 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 this Contract.

2.008 Form, Function & Utility

If this 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.

**2.009 Reformation and Severability**

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

2.010 Consents and Approvals

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

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

2.012 Survival

Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration**2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Michigan Department of Human Services/Michigan Domestic Violence Prevention and Treatment Board (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 this 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:

Lance Kingsbury
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
kingsburyl@michigan.gov
517.241.3768

2.022 Contract Compliance Inspector (CCI)

After DMB-Purchasing Operations receives this properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with Michigan Department of Human Services/Michigan Domestic Violence Prevention and Treatment Board, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for this 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 this Contract as that authority is retained by DMB Purchasing Operations.** The CCI for this Contract is:

Julie Giddings, Department Analyst
Michigan Domestic Violence Prevention and Treatment Board
235 South Grand, Suite 506
Lansing, MI 48933
giddingsj@michigan.gov
517-241-7280
517-241-8903

**2.023 Project Manager**

The following individual will oversee the project:

Debi Cain, Executive Director
Michigan Domestic Violence Prevention and Treatment Board
235 South Grand, Suite 506
Lansing, MI 48933
caind@michigan.gov
517-241-5114
517-241-8903

Karen Porter
Quality Assurance Director
Michigan Domestic Violence Prevention and Treatment Board
235 South Grand, Suite 506
Lansing, MI 48933
517-241-5221
517-241-8903

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this 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 Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must 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 must 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").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

2.025 Notices

Any notice given to a party under this Contract must be deemed effective, if addressed to the party as addressed in **Section 2.021** and on this Contract Cover page, 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 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.

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

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

**2.027 Relationship of the Parties**

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 must be or must 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 this Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in this 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 this Contract.

2.029 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this 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 this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform this Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this 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 this Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under this Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions**2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of this Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must 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 must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not 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 the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 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 competitive advantage on the RFP.

**2.036 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").

2.037 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 man-made disaster.

2.040 Financial Provisions**2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order 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. 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.

2.042 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.

2.043 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.

2.044 Invoicing and Payment – In General

(a) 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 45 days after receipt, provided the State determines that the invoice was properly rendered.

(b) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor after this Contract has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

2.045 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.

2.046 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.

2.047 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 this 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.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must 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 must 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.

2.062 Contractor Key Personnel

(a) The Contractor must provide the CCI with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work 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.

(c) 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.

(d) Contractor must not remove any Key Personnel from their assigned roles or this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel 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 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must 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 this Contract, in respect of which the State may elect to exercise its termination and cancellation rights.



(e) The Contractor must notify the CCI and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 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 must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must 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 incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on this 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.

2.065 Contractor Identification

Contractor employees must 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.

2.066 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. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for this Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Contract. If any part of the work is to be subcontracted, this Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of this Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

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.

**2.072 State Consent to Delegation**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations 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 SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract

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.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

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

2.080 State Responsibilities**2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work of this Contract.

2.082 Facilities – Deleted N/A**2.090 Security****2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. 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. The 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/dit>. 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.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by this Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements – Deleted N/A

2.100 Confidentiality

2.101 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 must 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 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 Michigan FOIA.

2.102 Protection and Destruction 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 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. Promptly upon termination or cancellation of this Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** 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 the 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 **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the 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 the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must 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.

2.105 Respective Obligations

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

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the 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.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with this Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the 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 this Contract.

2.113 Retention of Records

Contractor must 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 this Contract and to the Services, equipment, and commodities provided under this Contract) pertaining to this Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must 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.

2.114 Audit Resolution

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

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must 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 invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of this 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 10%, then the Contractor must pay all of the reasonable costs of the audit.



2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) These 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 this 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 the items in this Contract, Contractor must 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) This 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, must have, or must 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 must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must 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 must 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 the 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 State as part of its response to the RFP or otherwise in connection with 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 the financial statements, reports, other information. Since the respective dates or periods covered by the 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.



(l) All written information furnished to the State by or for the 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 the information not misleading.

(m) 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 the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of this Contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after Contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability – Deleted N/A

2.123 Warranty of Fitness for a Particular Purpose – Deleted N/A

2.124 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty – Deleted N/A

2.126 Equipment to be New – Deleted N/A

2.127 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 this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences For Breach

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

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide 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 Contractor's performance of services under the terms of this Contract, whether the 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 under this Contract.

All insurance coverage's 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 must 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 must 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. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

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

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

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 according to 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 must 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

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must 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) must 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.



2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-Purchasing Operations, 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. **THIS 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) 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, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include this Contract or Purchase Order number affected. Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must 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.

The Contractor must maintain all required insurance coverage throughout the term of this 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 Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the 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, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must 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.

2.142 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.

2.143 Employee Indemnification

In any 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 this Contract must 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.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the 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 must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the 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 the 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 has 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; (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.

2.145 Continuation of Indemnification Obligations

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

2.146 Indemnification Procedures

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

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the 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 the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must 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 before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

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



2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches this Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) 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 the Services/Deliverables required by 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 the Service/Deliverables provided under this Contract.

(c) If 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 must 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 must cease on the effective date of the termination.

(d) 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 this 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.

2.153 Termination for Convenience

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 this 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 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 Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for 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 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 (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for this 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 unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables 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.



(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of 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 Services/Deliverables 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.

2.155 Termination for 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 related to a State, public or private contract or subcontract.

2.156 Termination for Approvals Rescinded

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 this 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.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (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) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the 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) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for 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. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. 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 Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any 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.

2.158 Reservation of Rights

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

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches this Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.



The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates this Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this Contract, for convenience or cause, or if this Contract is otherwise dissolved, voided, rescinded, nullified, expires or 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. If this Contract expires or terminates, 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 30 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175**.

2.172 Contractor Personnel Transition

The Contractor must 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 must 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.

2.173 Contractor Information Transition

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 the 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.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must 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 must, upon expiration of this 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.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must 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 this Contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 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.



2.180 Stop Work

2.181 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 this Contract for a period of up to 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 must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring 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 must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, this Contract price, or both, and this Contract must 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 this Contract; and (b) Contractor asserts its right to an equitable adjustment within 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 this Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 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, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's 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 claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary 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 must 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 this 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 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section 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 under **Section 2.193**.

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

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is the that the damages to the 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.

2.194 Continued Performance

Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate this Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of this 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 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 this Contract.

2.202 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. A Contractor of the State, in relation to this 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 this Contract if, after the start of this Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must 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 must 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>.

2.210 Governing Law

2.211 Governing Law

This Contract must in all respects be governed by, and construed according to, 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.

**2.212 Compliance with Laws**

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

2.213 Jurisdiction

Any dispute arising from this 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.

2.220 Limitation of Liability**2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does 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.

2.230 Disclosure Responsibilities**2.231 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 this Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) 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; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. 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. If any Proceeding disclosed to the State under 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) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.



- (c) Contractor must make the following notifications in writing:
- (1) Within 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 must notify DMB Purchasing Operations.
 - (2) Contractor must also notify DMB Purchasing Operations within 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 must also notify DMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure – Deleted N/A

2.233 Bankruptcy

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 the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

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 must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241(a)**, Contractor must 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 must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to these Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs) – Deleted N/A

2.243 Liquidated Damages – Deleted N/A

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under this Contract to the extent the 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 a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the 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.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 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 is not be liable for payment for the unperformed Services/ Deliverables not provided under this Contract for so long as the delay in performance continues; (b) the State may terminate any portion of this Contract so affected and the charges payable will 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 the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The 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 this 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.

2.250 Approval of Deliverables – Deleted N/A

2.260 Ownership

2.261 Ownership of Work Product by State

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under this Contract. The 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 the Contractor. No employees of the 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, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under this 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 may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into this 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.

2.270 State Standards

2.271 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>.

2.272 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>. 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.

2.273 Systems Changes

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

2.280 Extended Purchasing – Deleted N/A

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**Hazardous Materials:**

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, 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 the 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.

- (a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about 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 must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any 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 2.242** 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 must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this Contract.

Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this Contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).



Appendix A

Pricing

See attached tables for pricing.



Salaries and Wages

Section A - Resource Center

Name	Title	No. of Annual Hours Charged to Resource Center	Hourly Rate*	Amount Charged to Resource Center
Mary Keefe	Executive Director	0	\$ 50.63	\$ -
Cheryl Rogers	Nonprofit Mgmt Director/Staff Attorney	0	\$ 47.07	\$ -
Kathy Hagenian	Executive Policy Director	208	\$ 43.38	\$ 9,023
Angelita Gunn	Associate Director	208	\$ 38.64	\$ 8,037
Tammy Lemmer	Senior Program Manager	0	\$ 29.39	\$ -
TBD,	Resource Center Coordinator	2040	\$ 25.22	\$ 51,449
Lauri Cloutier-Lee	Program Manager	0	\$ 23.65	\$ -
Sarah Jarous	Events Coordinator	0	\$ 25.90	\$ -
Dorothy VanAmburg	Project Assistant	1456	\$ 21.80	\$ 31,741
Paula Callen	Pro. Ser. Director	0	\$ 33.21	\$ -
Romy Fitschen	Fiscal Director	42	\$ 36.82	\$ 1,546
TBD	Accountant	52	\$ 30.24	\$ 1,572
Janine Mandeville	Accounting Assistant	52	\$ 27.53	\$ 1,432
Dustin Hartigan	Technology and Operations Director	156	\$ 34.49	\$ 5,380
Lisa Winchell	Executive Administrative Assistant	0	\$ 23.09	\$ -
David Langdon	Data Specialist	104	\$ 25.56	\$ 2,658
Mary Jo Adgate	Program Manager	0	\$ 29.47	\$ -
Janis Wilson	Program Manager	0	\$ 30.24	\$ -

TOTAL HOURS = 4318 TOTAL ANNUAL COST \$ 112,839

*Hourly Rate includes Salary/Wages, FICA, Unemployment, Workers' Compensation, Benefits and Retirement

Section B - Technical Assistance

Name	Title	No. of Annual Hours Charged to Technical Asst.	Hourly Rate*	Amount Charged to Technical Asst
Mary Keefe	Executive Director	172	\$ 50.63	\$ 8,708
Kathy Hagenian	Executive Policy Director	288	\$ 43.38	\$ 12,493
Angelita Gunn	Associate Director	52	\$ 38.64	\$ 2,009
TBD,	Resource Center Coordinator	40	\$ 25.22	\$ 1,009
Paula Callen	Pro. Ser. Director	32	\$ 33.21	\$ 1,063
Romy Fitschen	Fiscal Director	10	\$ 36.82	\$ 368
Janine Mandeville	Accounting Assistant	12	\$ 27.53	\$ 330



Janis Wilson	Program Manager	24	\$ 30.24	\$ 726
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TOTAL HOURS = 630 TOTAL ANNUAL COST \$ 26,707
 *Hourly Rate includes Salary/Wages, FICA, Unemployment, Workers' Compensation, Benefits and Retirement

Section C - Training

Name	Title	No. of Annual Hours Charged to Training	Hourly Rate*	Amount Charged to Training
Mary Keefe	Executive Director	48	\$ 50.63	\$ 2,430
Kathy Hagenian	Executive Policy Director	184	\$ 43.38	\$ 7,982
Angelita Gunn	Associate Director	804	\$ 38.64	\$ 31,067
Tammy Lemmer	Senior Program Manager	192	\$ 29.39	\$ 5,643
Lauri Cloutier-Lee	Program Manager	376	\$ 23.65	\$ 8,892
Sarah Jarous	Events Coordinator	800	\$ 25.90	\$ 20,720
Dorothy VanAmburg	Project Assistant	624	\$ 21.80	\$ 13,603
Paula Callen	Pro. Ser. Director	136	\$ 33.21	\$ 4,517
Romy Fitschen	Fiscal Director	46	\$ 36.82	\$ 1,694
TBD	Accountant	52	\$ 30.24	\$ 1,572
Janine Mandeville	Accounting Assistant	156	\$ 27.53	\$ 4,295
Dustin Hartigan	Technology and Operations Director	260	\$ 34.49	\$ 8,967
Lisa Winchell	Executive Administrative Assistant	208	\$ 23.09	\$ 4,803
David Langdon	Data Specialist	156	\$ 25.56	\$ 3,987
Janis Wilson	Program Manager	421	\$ 30.24	\$ 12,731

TOTAL HOURS = 4463 TOTAL ANNUAL COST \$ 132,903
 *Hourly Rate includes Salary/Wages, FICA, Unemployment, Workers' Compensation, Benefits and Retirement

Occupancy

Section A - Resource Center

Cost Items	Amount Charged to Resource Center
Office Space Rent Does Not Include Library (5,991 sq. ft - rate x 12 mos x pro-rata share and storage rental	\$ 7,638
Library Space (288 sq. ft - rate x 12 mos)	\$ 4,045
Utilities/Security - rate x 12 mos x pro-rata share	\$ 904
Library Utilities/Security - rate x 12 mos x pro-rata share	\$ 479



Liability Insurance - rate x 12 mos x pro-rata share	\$ 753
Library Content Insurance - based on existing content value and insurance rate	\$ 3,589
Maintenance/Garbage/Recycling - rate x 12 mos x pro-rata share	\$ 680

TOTAL ANNUAL COST \$ 18,088

Section B - Technical Assistance

Cost Items	Amount Charged to Technical Asst
Office Space Rent Does Not Include Library (5,991 sq. ft - rate x 12 mos x pro-rata share and storage rental	\$ 1,950
Office Space Utilities/Security - rate x 12 mos x pro-rata share	\$ 231
Liability Insurance - rate x 12 mos x pro-rata share	\$ 192
Maintenance/Garbage/Recycling - rate x 12 mos x pro-rata share	\$ 173

TOTAL ANNUAL COST \$ 2,546

Section C - Training

Cost Items	Amount Charged to Training
Office Space Rent Does Not Include Library (5,991 sq. ft - rate x 12 mos x pro-rata share and storage rental	\$ 9,218
Office Space Utilities/Security - rate x 12 mos x pro-rata share	\$ 1,091
Liability Insurance - rate x 12 mos x pro-rata share	\$ 908



Maintenance/Garbage/Recycling - rate x 12 mos x pro-rata share	\$	820
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TOTAL ANNUAL COST \$ 12,037

Communication

Section A - Resource Center

Cost Items	Amount Charged to Resource Center	
Telephone Local & Long Distance (includes fax line)-rate x 12 mos x pro-rata	\$	980
Internet Access - T1 Lines and Cellular Internet for staff on the road - rate x 12 mos x	\$	109
Postage for Resource Center resources and communication	\$	3,823
Printing for Resource Center, Brochure and Other Marketing Flyers	\$	750

TOTAL ANNUAL COST \$ 5,662

Section B - Technical Assistance

Cost Items	Amount Charged to Technical Assistance	
Telephone Local & Long Distance (includes fax line)-rate x 12 mos x pro-rata share	\$	2,413
Internet Access - T1 Lines and Cellular Internet for staff on the road - rate x 12 mos x pro-rata share	\$	268
Technical Assistance Conference Calls - rate x 6 calls x 60 minutes avg	\$	43
Postage for technical assistance packets, general communication	\$	349

TOTAL ANNUAL COST \$ 3,073



Section C - Training

Cost Items	Amount Charged to Training
Telephone Local & Long Distance (includes fax line)-rate x 12 mos x pro-rata share	\$ 1,183
Internet Access - T1 Lines and Cellular Internet for staff on the road - rate x 12 mos x pro-rata share	\$ 131
Training Conference Call Sessions - rate x 8 calls x 30 minutes avg	\$ 29
Postage for trainings, including registration materials, packets, general communication	\$ 349
Printing for trainings, including manuals and other communication	\$ 2,000

TOTAL ANNUAL COST \$ 3,692

Supplies

Section A - Resource Center

Cost Items	Amount Charged to Resource Center
General Office Supplies & Printing (Stationary etc.) \$900/ mo x 12 mos x pro-rata share	\$ 980
Non-Consumables Under \$150 each for project staff such as calculators, lamps, desk organizers	\$ 54
Workstation/Desk/Cabinet/Small Office Equipment for project staff	\$ 500
Program Supplies (Library supplies, letterhead, packet supplies)	\$ 500
Resources/Subscriptions/Journals for Technical Assistance & Resource Center	\$ 6,750

TOTAL ANNUAL COST \$ 8,784



Section B - Technical Assistance

Cost Items	Amount Charged to Technical Assistance
General Office Supplies & Printing (Stationary etc.) \$900/ mo x 12 mos x pro-rata share	\$ 250
Non-Consumables Under \$150 each for project staff such as calculators, lamps, desk organizers	\$ 14
Workstation/Desk/Cabinet/Small Office Equipment for project staff	\$ 500
Program Supplies (Library supplies, letterhead, packet supplies)	\$ 1,100

TOTAL ANNUAL COST \$ 1,864

Section C - Training

Cost Items	Amount Charged to Training
General Office Supplies & Printing (Stationary etc.) \$900/ mo x 12 mos x pro-rata share	\$ 1,183
Non-Consumables Under \$150 each for project staff such as calculators, lamps, desk organizers	\$ 66
Workstation/Desk/Cabinet/Small Office Equipment for project staff	\$ 500
Training Supplies (Name Tags, Confirmation letters and other training supplies) per training day	\$ 1,900
Resources/Subscriptions/Journals for Technical Assistance & Resource Center	\$ 250

TOTAL ANNUAL COST \$ 3,899

Equipment

Section A - Resource Center

Cost Items	Amount Charged to Resource Center
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Web Server - Resource Center	\$	5,000
Computers for 2 project staff	\$	4,205
TOTAL ANNUAL COST	\$	9,205

Section B - Technical Assistance

Cost Items	Amount Charged to Technical Assistance

TOTAL ANNUAL COST \$ -

Section C - Training

Cost Items	Amount Charged to Training

TOTAL ANNUAL COST \$ -

Transportation

Section A - Resource Center

Cost Items	Amount Charged to Resource Center
Mileage - rate x miles based on historical data & deliverables	\$ 79
Hotel - rate x 10 nights	\$ -
Per Diem - rate x 15 days	\$ -

TOTAL ANNUAL COST \$ 79

Section B - Technical Assistance

Cost Items	Amount Charged to Technical Assistance
Mileage - rate x miles based on historical data & deliverables	\$ 100
Car Rental &/or other travel costs - rate x 4 days	\$ -
Hotel - rate x 24 nights	\$ -
Per Diem - rate x 24 days	\$ -

TOTAL ANNUAL COST \$ 100

Section C - Training



Cost Items	Amount Charged to Training
NSPT - 4 training days @ 6 Trainings	
Mileage - rate x 400 miles avg x 6 staff/trainers x 6 trainings	\$ 7,200
Staff Hotel - rate x 4 staff/trainers x 4 nights x 6 trainings	\$ 6,240
Staff Per Diem - rate x 6 staff/trainers x 4 days x 6 trainings	\$ 5,472
Participant Hotel - rate x 30 persons x 3 nights x double occupancy	\$ 17,550
Participant Meals - rate x 30 participants x 4 days x 6 trainings	\$ 27,360
Facility - rate x 4 days x 6 trainings	\$ 7,200
Equipment Rental - rate x 4 days x 6 trainings	\$ 7,800
Other Training Days - 3 training days	
Mileage - rate x 400 miles avg x 10 trainers & 2 staff	\$ 2,400
Airfare - rate x 4 trainers	\$ 2,400
Staff/Presenters Hotel - rate x (12 trainers & 2 staff) x 3 nights	\$ 2,730
Staff/Presenters Per Diem - rate x (10 trainers & 2 staff) x 2 days plus 4 trainers @ 3 days	\$ 1,368
Participant Meals - rate x 150 participants x 3 days	\$ 6,750
Facility - rate x # days x # trainings	\$ 1,800
Equipment Rental - rate x # days x # trainings	\$ 2,275

TOTAL ANNUAL COST \$ 98,545

Number of Miles:	19,558	Cost per Mile:	\$ 0.50
Number of Meals (Days):	1,350	Cost per day:	\$ 38
Number of Nights of Lodging:	408	Cost per night:	\$ 65

Contracted Services

Section A - Resource Center



Subcontractor's Name	Amount Charged to Resource Center
Vision Creative, Web Design	\$ -

TOTAL ANNUAL COST \$ -

Section B - Technical Assistance

Subcontractor's Name	Amount Charged to Technical Assistance
Inc.(Office Team), Temporary Clerical Help for	\$ -

TOTAL ANNUAL COST \$ -

Section C - Training

Subcontractor's Name	Amount Charged to Training
David Garvin, NSPT Trainer (12 days x \$450)	\$ 5,400
Vicki Frederick-Toure, NSPT Trainer (12 days x \$450)	\$ 5,400
Carmen Lane, NSPT Trainer (12 days x \$450)	\$ 1,350
Chéree Thomas, NSPT Trainer (12 days x \$450)	\$ 1,350
Shari Murgittroyd, NSPT Trainer (12 days x \$450)	\$ 2,700
TBD, Adv Topic Training Trainers (12 days x \$450)	\$ 5,400
TBD, Adv Topic Training Trainers (3 days x \$450)	\$ 1,350

TOTAL ANNUAL COST \$ 22,950

Miscellaneous

Section A - Resource Center

Subcontractor's Name	Amount Charged to Resource Center
Auditor/Accountant Fees (A133 Audit) - rate x 12 mos x pro-rata share	\$ 545



Retirement & Cafeteria Plan Mgmt Fees - rate x 12 mos x pro-rata share	\$	200
Advertising/Job Postings rate x pro-rata share	\$	68
Server & Networking Equipment	\$	49
Copy Machine Leases & Maintenance - rate x 12 mos x pro-rata share	\$	675
Postage Meter Lease - rate x 12 mos x pro-rata share	\$	66
Fax Maintenance - rate x 12 mos x pro-rata share	\$	73
Telephone Maintenance - rate x 12 mos x pro-rata share	\$	181
Software - rate x # licenses x pro-rata share (Standard Windows packages, anti-virus, Server licenses)	\$	218
Software Maintenance - rate x 12 mos x pro-rata share (Accounting, Event Management, Resource Center Library software)	\$	762
ADP, Payroll Service	\$	327

TOTAL ANNUAL COST \$ 3,164

Section B - Technical Assistance

Subcontractor's Name	Amount Charged to Technical Assistance	
Auditor/Accountant Fees (A133 Audit) - rate x 12 mos x pro-rata share	\$	139
Retirement & Cafeteria Plan Mgmt Fees - rate x 12 mos x pro-rata share	\$	51
Advertising/Job Postings rate x pro-rata share	\$	17
Server & Networking Equipment	\$	12
Copy Machine Leases & Maintenance - rate x 12 mos x pro-rata share	\$	172
Postage Meter Lease - rate x 12 mos x pro-rata share	\$	17
Fax Maintenance - rate x 12 mos x pro-rata share	\$	19



Telephone Maintenance - rate x 12 mos x pro-rata share	\$	46
Software - rate x # licenses x pro-rata share (Standard Windows packages, anti-virus, Server licenses)	\$	56
Software Maintenance - rate x 12 mos x pro-rata share (Accounting, Event Management, Resource Center Library software)	\$	195
ADP, Payroll Service	\$	83

TOTAL ANNUAL COST \$ 808

Section C - Training

Subcontractor's Name	Amount Charged to Training	
Auditor/Accountant Fees (A133 Audit) - rate x 12 mos x pro-rata share	\$	657
Retirement & Cafeteria Plan Mgmt Fees - rate x 12 mos x pro-rata share	\$	242
Advertising/Job Postings rate x pro-rata share	\$	82
Server & Networking Equipment	\$	59
Copy Machine Leases & Maintenance - rate x 12 mos x pro-rata share	\$	815
Postage Meter Lease - rate x 12 mos x pro-rata share	\$	80
Fax Maintenance - rate x 12 mos x pro-rata share	\$	88
Telephone Maintenance - rate x 12 mos x pro-rata share	\$	218
Software - rate x # licenses x pro-rata share (Standard Windows packages, anti-virus, Server licenses)	\$	263
Software Maintenance - rate x 12 mos x pro-rata share (Accounting, Event Management, Resource Center Library software)	\$	920
ADP, Payroll Service	\$	394

TOTAL ANNUAL COST \$ 3,818



	2009 Est
Total Annual Contract Amount for Resource Center:	\$ 157,821
Total Annual Contract Amount for Technical Assistance:	\$ 35,097
Total Annual Contract Amount for Training:	\$ 277,845
TOTAL CONTRACT PRICE PROPOSAL	\$ 470,763