

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



**CONTRACT CHANGE NOTICE**

Change Notice Number 7  
 to  
 Contract Number 180000001162

<b>CONTRACTOR</b>	BROMBERG & ASSOCIATES, LLC
	3141 Caniff Street
	Hamtramck, MI 48212
	Jinny Bromberg
	313-871-0080
	jjinny@brombergtranslations.com
	CV0043701

<b>STATE</b>	<b>Program Manager</b>	Various	SW
	<b>Contract Administrator</b>	Douglas Glaser	DTMB
		517-898-3982	
		glaserd@michigan.gov	

**CONTRACT SUMMARY**

**ORAL LANGUAGE INTERPRETATION AND DOCUMENT TRANSLATION SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 13, 2018	September 12, 2023	3 - 1 Year	September 12, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
0.5%NET15; NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 12, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,455,764.26	\$0.00	\$2,455,764.26		

**DESCRIPTION**

Effective 4/19/2021, the following amendment is hereby incorporated into the contract:

The following will be added to Schedule B (Price Page):

The per-page and per-word rates are determined by a minimum number of words on a page. If a page has 250 words or less, the per-page rate will be applied. If a page has over 250 words, the per-word rate will be applied.

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

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
LEO	Shelia O'Sullivan	(313) 456-2327	OSullivanS@michigan.gov
MDHHS	Sonya Butler	(517) 241-7728	BUTLERS2@michigan.gov
MDHHS	Lisa Listman	(517) 241-9153	ListmanL@michigan.gov
EGLE	James Ostrowski	517-284-6870	OSTROWSKIJ2@michigan.gov
MDOC	Bernard G. Scott	517-241-8414	Scottb4@michigan.gov



# STATE OF MICHIGAN PROCUREMENT CENTRAL PROCUREMENT SERVICES

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

## CONTRACT CHANGE NOTICE

Change Notice Number **6**  
to  
Contract Number **180000001162**

<b>CONTRACTOR</b>	Bromberg & Associates, LLC
	3141 Caniff Street
	Hamtramck, MI 48212
	Jinny Bromberg
	(517) 871-0080
	jinny@brombergtranslations.com
	CV0043701

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Doug Glaser	DTMB
		(517) 898-3982 glaserd@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION: Oral Language interpretation and Document Translation</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
10/1/2020	9/30/2023	2, 1-Year Options	9/30/2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>		N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,139,906.45.00		\$1,315,857.81	\$2,455,764.26	
<b>DESCRIPTION:</b> Effective 3/23/2021, the following items are added to this contract, per the Attachment, "Mass Vaccination Project Quote_Bromberg.pdf" and this contract is hereby increased by \$1,315,857.81:				
Add item 1.I to Schedule A:				
I. Please find on the following page Bromberg & Associates quote for the Ford Field Mass Vaccination project. The unit rates are based off Contract #180000001162 between Bromberg and the State of Michigan. The project dates are March 23rd-May 18th, 2021, or a total of 57 days. Interpreters and project management staff will be present from 7:30 a.m.-8:30 p.m. EDT each day. Bromberg's services will include:				
i. Onsite Interpreting				

- a) Languages will include Arabic, Bengali, Mandarin, Spanish, and American Sign Language.
- b) For each language, four (4) interpreters will be present at a time (a total of 20 per shift), and the 13-hour days will be split into two (2) shifts of 6.5 hours.
- ii. Over-the-Phone Interpreting
  - a) Languages will include Arabic, Bengali, Mandarin, Spanish, and other spoken languages as requested.
  - b) Services will be available on-demand through a toll-free number.
  - c) Estimated volume is unknown at this time.
- iii. Video Remote Interpreting
  - a) Languages will include Arabic, Spanish, and American Sign Language. Additional high-volume languages can be scaled up based on the need.
  - b) Services will be available on-demand through the Gateway application, pre-installed on devices.
  - c) Estimated volume is unknown at this time.
- iv. Document Translation
  - a) Translation of signage, identification of language taglines and other materials to be displayed at Ford Field from English into top-volume languages.
  - b) Total estimated volume is unknown at this time.
- v. Onsite Liaisons
  - a) There will be a total of four (4) Onsite Liaisons, with a minimum of one (1) onsite at all times, to liaise with interpreters and work with staff at Ford Field to ensure they can access interpreters when needed.

Add the price table on "Mass Vaccination Project Quote\_Bromberg.pdf" to schedule B:  
(see attached, "Mass Vaccination Project Quote\_Bromberg.pdf," pgs. 2-3).

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



**BROMBERG & ASSOCIATES**  
A LANGUAGE AND TECHNOLOGY SOLUTIONS COMPANY

Cultural Awareness Programs • Interpreting and Translation • Video Remote Interpreting  
Compliance Consulting • Website Localization • Language Training • Relocation Services

## Quote for Language Services

Ford Field Mass Vaccination Campaign  
State of Michigan



**BROMBERG & ASSOCIATES**  
A LANGUAGE AND TECHNOLOGY SOLUTIONS COMPANY

3141 Caniff Street  
Hamtramck, Michigan 48212

*State of Michigan Contract:* #180000001162

*Main Office Phone Number:* 313-871-0080

*Point of Contact:* Jinny Bromberg, President

*E-mail:* [Jinny@BrombergTranslations.com](mailto:Jinny@BrombergTranslations.com)

*Phone Number:* 313-871-0080 ext. 4981

*Fax Number:* (888) 225-1912

*Company Website:* [www.brombergtranslations.com](http://www.brombergtranslations.com)



3141 Caniff Street Hamtramck, MI 48212

[info@BrombergTranslations.com](mailto:info@BrombergTranslations.com)

Phone: 313-871-0080 Fax: 888-225-1912

[www.BrombergTranslations.com](http://www.BrombergTranslations.com)

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## *Project Quote: Ford Field Mass Vaccination Campaign*

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Please find on the following page Bromberg & Associates quote for the Ford Field Mass Vaccination project. The unit rates are based off Contract #180000001162 between Bromberg and the State of Michigan. The project dates are March 23<sup>rd</sup>-May 18<sup>th</sup>, 2021, or a total of 57 days. Interpreters and project management staff will be present from 7:30 a.m.-8:30 p.m. EDT each day. Bromberg's services will include:

- Onsite Interpreting
  - Languages will include Arabic, Bengali, Mandarin, Spanish, and American Sign Language.
  - For each language, four (4) interpreters will be present at a time (a total of 20 per shift), and the 13-hour days will be split into two (2) shifts of 6.5 hours.
- Over-the-Phone Interpreting
  - Languages will include Arabic, Bengali, Mandarin, Spanish, and other spoken languages as requested.
  - Services will be available on-demand through a toll-free number.
  - Estimated volume is unknown at this time.
- Video Remote Interpreting
  - Languages will include Arabic, Spanish, and American Sign Language. Additional high-volume languages can be scaled up based on the need.
  - Services will be available on-demand through the Gateway application, pre-installed on devices.
  - Estimated volume is unknown at this time.
- Document Translation
  - Translation of signage, identification of language taglines and other materials to be displayed at Ford Field from English into top-volume languages.
  - Total estimated volume is unknown at this time.
- Onsite Liaisons
  - There will be a total of four (4) Onsite Liaisons, with a minimum of one (1) onsite at all times, to liaise with interpreters and work with staff at Ford Field to ensure they can access interpreters when needed.

<i>Languages</i>	<i>Unit Rate</i>	<i>Unit</i>	<i>Estimated Volume</i>	<i>Extended Price</i>
<b>Onsite Interpreting</b>				
<b>Group A:</b> Spanish	\$53.00	Hour	4 interpreters x 57 days x 13 hours/day	\$157,092.00
<b>Group B:</b> Arabic, Bengali, Mandarin	\$73.00	Hour	4 interpreters x 3 languages x 57 days x 13 hours/day	\$649,116.00
<b>Group C:*</b> American Sign Language	\$140.00	Hour	4 interpreters x 57 days x 13 hours/day	\$414,960.00
<b>Total Estimated Cost for Onsite Interpreting</b>				<b>\$1,221,168.00</b>
<b>Over-the-Phone Interpreting</b>				
<b>Group A:</b> Spanish	\$0.5217	Minute	150 minutes x 57 days	\$4,460.535
<b>Group B:</b> Arabic, Bengali, Mandarin, other spoken languages	\$0.5405	Minute	150 minutes x 57 days	\$4,621.275
<b>Total Estimated Cost for Over the Phone Interpreting</b>				<b>\$9,081.81</b>
<b>Video Remote Interpreting**</b>				
<b>Group A:</b> Spanish	\$1.35	Minute	60 minutes x 57 days	\$4,617.00
<b>Group B:</b> Arabic	\$1.75	Minute	60 minutes x 57 days	\$5,985.00
<b>Group C:</b> American Sign Language	\$1.95	Minute	60 minutes x 57 days	\$6,669.00
<b>Total Estimated Cost for Video Remote Interpreting</b>				<b>\$17,271.00</b>
<b>Document Translation</b>				
<b>Group A:</b> Spanish	\$35.00 Or \$0.11	Page word	25 pages	\$875.00
<b>Group B:</b> All others	\$40.00 Or \$0.14	Page word	75 pages	\$3,000.00
<b>Rush Charge</b>	115.00	Project/document	22 projects	\$2,530.00
<b>Total Estimated Cost for Document Translation</b>				<b>\$6,405.00</b>
<b>Onsite Liaison</b>				
<b>Group A-B:</b> Onsite Liaison	\$73.00	hour	48 days x 13 hours	\$45,552.00
<b>Group C:</b> Onsite American Sign Language Liaison	\$140.00	hour	9 days x 13 hours	\$16,380.00
<b>Total Estimated Cost for Onsite Liaison</b>				<b>\$61,932.00</b>
<b>Total Estimated Project Cost</b>				<b>\$1,315,857.81</b>

\*2-hour minimum

\*\* 10-minute minimum for on-demand calls.

This quote is based on currently available information. If the scope of work or actual work performed differs from the estimated costs listed here, the quote will be updated accordingly.



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**CONTRACT CHANGE NOTICE**

Change Notice Number **5**  
 to  
 Contract Number **180000001162**

<b>CONTRACTOR</b>	BROMBERG & ASSOCIATES, LLC
	3141 Caniff Street
	Hamtramck, MI 48212
	Jinny Bromberg
	313-871-0080
	jinny@brombergtranslations.com

<b>STATE</b>	Program Manager	Various	SW
	Contract Administrator	Douglas Glaser 517-898-3982 glaserd@michigan.gov	DTMB

**CONTRACT SUMMARY**

**ORAL LANGUAGE INTERPRETATION AND DOCUMENT TRANSLATION**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 13, 2018	September 12, 2023	3 - 1 Year	September 12,
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASE
<input type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/>

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP.
<input type="checkbox"/>		<input type="checkbox"/>		September 12,
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$539,906.45	\$600,000.00	\$1,139,906.45		

**DESCRIPTION**

Effective 3/9/2021 this contract is increased by \$600,000.00.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/8/2020.


<b>DATE</b>
2023

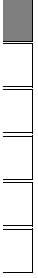
<b>SING</b>
] No

<b>DATE</b>
2023


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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
186	Shelia O'Sullivan	(313) 456-2327	OSullivanS@michigan.gov
491	Sonya Butler	(517) 241-7728	BUTLERS2@michigan.gov
491	Lisa Listman	(517) 241-9153	ListmanL@michigan.gov
761	James Ostrowski	517-284-6870	OSTROWSKIJ2@michigan.gov
472	Bernard G. Scott	517-241-8414	Scottb4@michigan.gov

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**CENTRAL PROCUREMENT SERVICES**  
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 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
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**CONTRACT CHANGE NOTICE**

Change Notice Number **4**  
 to  
 Contract Number **180000001162**

<b>CONTRACTOR</b>	BROMBERG & ASSOCIATES, LLC
	3141 Caniff Street
	Hamtramck, MI 48212
	Jinny Bromberg
	313-871-0080
	jjinny@brombergtranslations.com
CV0043701	

<b>STATE</b>	Program Manager	Various	SW
	Contract Administrator	Douglas Glaser	DTMB
		glaserd@michigan.gov	

**CONTRACT SUMMARY**

**ORAL LANGUAGE INTERPRETATION AND DOCUMENT TRANSLATION SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 13, 2018	September 12, 2023	3 - 1 Year	September 12, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
0.5%NET15; NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$539,906.45	\$0.00	\$539,906.45		

**DESCRIPTION**

Effective March 4, 2020 this Contract is hereby amended as follows:

1. Video Remote Interpreting (VRI) through a real-time audio/video communications Application is added, see attached Schedule A, Statement of Work additions, Schedule E, Contractor Hosted Software and Services, Schedule E, Exhibit 1, Support Services and Service Level Agreement for Hosted Services, and Schedule F, Data Security Requirements;
2. Schedule B, Pricing is replaced, see revised Attachment: Schedule B Pricing;
3. Schedule G, Federal Provisions Addendum is added, see attached.

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

# STATE OF MICHIGAN

## Change Notice 4 – Contract 180000001462

### Additions to SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES to include Video Remote Interpreting Services

#### BACKGROUND

This addition to the Contract is for the State of Michigan to utilize a Contractor to provide services for Video Remote Interpreting (VRI) Services for Language Interpretation for use statewide.

#### SCOPE

The Contractor must provide Interpretation by VRI. The following languages include, but are not limited to: Spanish, Arabic, Vietnamese, Mandarin Chinese, Bengali, Portuguese, Thai, Laotian, Somali, Urdu, Albanian, Polish, Russian, French, Cantonese, and American Sign Language.

#### REQUIREMENTS

##### 1. General Requirements

The 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 Contractor must:

##### N. Video Remote Interpreting (VRI)

1. Provide Video Remote Interpreting (VRI) through a real-time audio/video communications application. The application will allow State employees to conduct audio and video language interpreting encounters from State owned desktops, tablets, laptops, and smartphones. languages.
2. The application must provide the following security features:
  - a. There must be a multi-factor authentication (MFA) requires users to enter two or more pieces of evidence (or security factors) before they are granted access to an application.
  - b. The software is HIPAA compliant.
  - c. No personally identifiable information, financial, or other confidential information shall be stored in this database of VRI Gateway application. No audio, video or text chat streams are recorded or stored, either temporarily or permanently, by VRI Gateway on any VRI Gateway servers.
  - d. Web traffic encrypted using SSL over HTTP (port 443). All network transmissions between VRI servers and VRI Gateway users, and across VRI servers, are encrypted. Audio, video and text chat streams are encrypted and transmitted using 128-bit AES and 256-bit SSL encryption. Web request/response actions are transmitted using 256-bit SSL encryption; all network transmissions between VRI Application servers and VRI Application IT personnel are encrypted using key-based SSH authentication.
  - e. VRI Application must support Windows Operating system 7, 8, and 10, Mac OS 10.7 (Mountain Lion) or higher. Google Chrome browser preferred.
3. All VRI interpreters adhere to HIPAA compliance requirements. VRI Managers regularly conduct random test calls.
4. The State is responsible to provide the desktops, tablets, laptops, desk phones, and smartphones used to connect services. The Contractor must provide the VRI Application and applicable services.

5. Accessibility

VRI services will be available 24/7/365 in the top volume languages (ASL, Spanish, Arabic). Mandarin and Russian will be available during normal business hours Monday through Friday, from 8:00 AM ET to 5:00 PM ET. Other languages available on a prescheduled basis. However, the Contractor agrees to increase any language, requested by the Program Manager which will be based on the actual volume of need. An availability increase could be scheduled hours increase, on-demand during the day, or 24/7 timeframe.  
Call Minimum Requirements

6. Call Minimum Requirements

There is a per call minimum of 45 minutes for prescheduled calls and 10 minutes for on-demand. Cancellations and no-shows (prescheduled VRI encounters) less than 24 hour cancellations and no-shows would be billable for 45 minutes or the requested duration, whichever is longer.

## 1.2 Training for Video Remote Interpreting (VRI)

The Contractor must provide the following training:

Contractor must provide training to units on how to sign in and navigate through the application features required for use as well as provide technical requirements and technical assistance.

### A. Recorded Training

The Contractor must provide but is not limited to, live and recorded webinar training options to all users as a part of account setup for use of the Application. Webinars must cover all details first-time basic users require to successfully use the application: login, selecting the language and any other applicable field, calling an interpreter, managing the flow during an interpreting encounter, hanging up and providing feedback, and basic troubleshooting. The webinar is intended to take about 30 minutes, including Q&A.

For Administrative users, the Contractor must provide, but is not limited a recorded training containing (but not limited) to changing information in the account setup tab, resetting passwords, reviewing data, and pulling reports. Any Administrative user may request and receive a live webinar training. The recorded training should take approximately 45 minutes, including Q&A.

### B. In-Person Training

The Contractor's live, onsite training must cover the same topics as the webinar trainings and be conducted by a member of the Contractor's staff and will be held at any requested State Facilities. Scheduling and availability for such trainings will be subject to distance and weather conditions.

### C. Additional Training Materials

Additional training materials must be emailed to the designated person at each department/location during account setup time and include (but not limited to) detailed instructions on using VRI, available languages, and troubleshooting suggestions. Customization of trainings must be available as requested by the Program Manger.

### D. Over the Phone Training Assistance

See Section 3.2 Customer Service

## 1.3 Specific Standards

### IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.



Public IT Policies, Standards and Procedures (PSP):  
[https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56579\\_56755---,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html)

### Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

### ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.  
[http://www.michigan.gov/documents/dmb/1650.00\\_209567\\_7.pdf?20151026134621](http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621)

Contractor must provide details to the program manager within 30 days of implementation of VRI services, to identify how they will meet the requirements.

### 1.4 User Type and Capacity

Contractor must accommodate an unlimited number of users access of application at any given time.

Type of User	Access Type	Number of Users	Number of Concurrent Users
Admin User	Administrative	varies by location	unlimited
Standard User	Basic	varies by location	unlimited

#### Administrative User:

- Access to call log for the entire account.
- Access to cost of calls.
- Ability to add, remove, enable, disable and change roles of all users.
- Ability to reset passwords of all users.
- Ability to add locations and departments under the account.
- Access to the pricing plan.
- Ability to change company name, logo and address.
- Access to site's functionality.

#### Standard User:

- Access to user's call log.
- Ability to reset user's password.
- Access to site's functionality.

Contractor must be able to meet the expected number of concurrent Users. The number of concurrent users does not impact the platform; hence it will not impact its performance. As far as the number of interpreters needed to respond to concurrent calls, Contractor must scale up to the need by running regular reports on peak times and adding more interpreters during these times, as needed.

The Contractor must ensure the Application webpage is visible and interactable.

Contractor must make every effort to keep latency response times to a minimum, the following standards must be maintained:

- 5 second maximum load time of main page
- 2.5 second maximum load time Call log page
- 2.5 second maximum load time Finance page
- 6 second latency during encrypted broadcast video (VRI translation)

### **1.5 End-User Operating Environment**

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

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

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

Contractor must:

Conduct any application updates on their own servers and will not have access to State System. No plug ins will be required by the State servers to utilize application. The Contractor must comply with the current (original) environment and comply with future environment changes throughout the life of the contract.

### **1.6 Software**

Contractor must provide a detailed description of the Solution to be provided under the resulting Contract including, but not limited to, a detailed description of the proposed Software (name, type, version, release number, etc.), its functionality, optional add-on modules, Contractor's services and the Solution ability to be rapidly configured or scaled as the State's business or technical demands change. If Contractor is using any open source or third-party products in connection with the proposed Solution the Contractor must identify these separately in its proposal (including identifying any associated cost in **Exhibit B - Pricing**).

For third-party products that are being proposed as part of the overall Solution, Contractor must include any end-user license agreements that will be required to access and use such products.

Contractor must include any end-user license agreements that will be required by the State to access the Solution as **Exhibit 2 of Schedule E**.

### **1.7 Hosting**

Contractor must review the State's standard Contractor Hosted Software and Services attached as **Schedule E**. Contractor must note any exceptions to the Service Level Agreements (SLA) by redlining **Exhibit 1 to Schedule E**.

Contractor should provide a copy of its Disaster Recovery Plan, which will be treated by the State as confidential information.

## **1.8 Secure Web Application Standard**

### **Secure Application Development Life Cycle (SADLC)**

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

#### **Security Accreditation**

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

#### **Application Scanning**

##### **On-Premise solutions**

The State may scan the application using its application scanning tools. Contractor will need to provide the resources, at its sole expense, to complete any analysis remediation and validation required by the results of the scan.

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

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

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

## **2. Acceptance**

### **2.1. Acceptance, Inspection and Testing**

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

- A. The services must be provided and invoiced on a monthly basis, as used. After the services have been rendered, the Contractor must invoice each State Agency separately in accordance with the payment provisions of the Contract. Invoices will be reviewed by the Program Manager for oral interpretation services listed, for actual services provided, in accordance with agreed upon rates incorporated into this Contract. In addition, the Program Manager will determine acceptance of the document translation deadlines to confirm they were met. The Contractor must provide a copy of the translated document to be reviewed to verify pricing as stated in this Contract. The document must be signed by the State's Project Manager, verifying that the services were acceptably performed.
- B. The Contractor will not receive payment for Services the State finds unsatisfactory or which were performed in violation of Federal, State or local law, ordinance, rule or regulation.

Contractor must review **Section 3, Hosted Services Testing and Acceptance**, of the **Schedule E**.

### **3.2. Customer Service Toll-Free Number**

#### **C. Contact Information for Customer Service and Technical Support for VRI Services**

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for unlimited telephone support during the hours of 7:00 a.m. to 7:00 p.m. ET Monday through Friday and have an after-hours messaging service available for State Agencies for non-emergency services needed and a Contractor Customer Service Representative must respond within 2 hours of the following business day.

The Customer Service contact number for VRI services is 313-437-3253 and the email contact address is support@VRIGateway.com

Contractor must generate a trackable occurrence, also known as a Service Ticket and provide Users with Status of Service Ticket. Issues must be resolved within 24 to 72 hours.

## **4. Project Management**

### **4.1. Reporting**

#### **C. Reporting for VRI Services**

Contractor must provide the following reports monthly to the Program Manager and must work with the Program Manager to tailor any requested reports as necessary:

- Call Log Report – to include but not limited to call number, date and time of calls, duration, language, caller, unit and department. This report is also available within the Application by Administrative users and Standard users. The Call log Report must be filterable by, but not limited to, unit, department, caller and language.  
\* Reporting Within Application Access for Application Users
- Call Log Report must be able to be generated on demand. Daily, weekly, monthly timeframes must be able to be generated. The information in the report would include call number, date and time of calls, duration, language, caller or department, depending on the setup and cost. The Call log Report must be filterable by, but not limited to, user, department, caller and language.
- The Administrative user must be able to generate data for all calls made under their Department including all users and also be able to generate calls for each user.
- The Standard user must be able to view data relating to their own calls under their user id.
- Service Ticket Status Reports, which must contain but not limited to Nature of Issue,

Estimated Time to Resolve, and Resolution once resolved,

#### 4.2. Security

A. The Contractor will be subject the following security procedures:

1. Contractor employees (including subcontractors) who may have access to any Federal Tax information (FTI) while performing services covered under this contract must also be fingerprinted as part of the background check listed in Section 12 of Terms and Conditions of this contract.

2. Contractor must review the Data Security requirements set forth in **Schedule F – Data Security Requirements**. Contractor must note any exceptions to the security requirements by redlining **Schedule F – Data Security Requirements**.

3. The Contractor must explain any additional security measures in place to ensure the security of State facilities. The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

B. Additional Security procedures for Contractor staff involved in VRI Services:

The Contractor/subcontractor and any staff assigned to this contract will be subject to the following security procedures:

1. No active warrants or pending charges on any staff assigned to this contract.
2. May not be under Federal, State or local jurisdiction as an offender currently or in the last five years. MDOC, through the Deputy Director of the Correctional Facilities Administration (CFA) reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances notwithstanding the five-year period.
3. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
4. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997.
5. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
6. Has not been civilly or administratively adjudicated to have engaged in the activity described in Number E. above.
7. The MDOC may investigate the Contractor/subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor/Subcontractor's personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN), and may include the National Crime Information Center (NCIC). Proposed Contractor/subcontractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
8. The Contractor/subcontractor's personnel must be LEIN cleared and received written approval from the MDOC's Program Manager and Contract Manager initially and annually by MDOC prior to any work with MDOC offenders.
9. A completed LEIN Information Form for each staff assigned to the contract must be sent to the [MDOC-SAS-LEINS@michigan.gov](mailto:SAS-LEINS@michigan.gov) and approved by MDOC prior to Contractor/subcontractor's personnel working with MDOC offenders and annually following approval. There is no cost associated with the LEIN. The LEIN form will be provided to the Contract awardee(s).

10. The Contractor/subcontractor must document if a Contractor/subcontractor's personnel assigned to the Contract is related to or acquainted with an offender incarcerated and under the jurisdiction of the MDOC. For Contractor/subcontractor's personnel who are related to or acquainted with an offender, the Contractor/subcontractor's staff member must complete the Offender Contact Exception Request (CAJ-202) and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel and subcontractor's personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.

The Contractor shall provide a monthly roster of all personnel (noting any Offender Contact Exception Requests that have been submitted) to the Contract Manager or designee.

11. The Contractor/subcontractor's personnel will be required to enter State facilities. The State may require the Contractor/subcontractor's personnel to wear State-issued identification badges.
12. The Contractor/subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
13. The Contractor/subcontractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See [http://www.michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html). Contractor/subcontractor personnel must also agree to the State's security and acceptable use policies before the Contractor/subcontractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor/subcontractor personnel before the Contractor/subcontractor presents the individual to the State as a proposed resource. Contractor/subcontractor personnel must comply with all physical security procedures in place within the facilities where they are working.
14. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal, or local law, ordinance or regulation or whose presence may compromise the security of the facility, its offenders, or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities.
15. Security is the facility's first priority and the Contractor/subcontractor, and its personnel must be responsive and respectful of these needs.
16. The Contractor/subcontractor and its personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor/subcontractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
17. The Contractor/subcontractor personnel must follow the facility entry, exit, manifest process, including the following:
  - a. The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor/subcontractor personnel's training certificates in the appropriate file for auditing purposes.
  - b. The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
  - c. The Contractor must ensure that all Contractor/subcontractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor/subcontractor personnel develop positive and cooperative relationships with MDOC facility staff.
  - d. The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.

- e. The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
- f. The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor/subcontractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

## **5. Invoice and Payment**

### **5.1. Invoice Requirements**

B. The Contractor must provide detailed invoices to each State Agency, based on unique client ID. All invoices must contain a summary invoice on top and detailed pages attached.

8. Video Remote Interpreting (VRI) – Detailed Page 1 must include

a. Summary of the month to include:

- 1) Date
- 2) Master Agreement (MA)/Contract Number
- 3) Delivery Order (DO) Number
- 4) Language;
- 5) Vendor interpreter id;
- 6) Total Time
- 7) Rate per minute;
- 8) Total charge for this Interpreter;
- 9) Appointment Location;
- 10) Name of requestor

# STATE OF MICHIGAN

Contract No. 171 18000001162  
 Oral Language Interpretation and Document Translation Services  
 with Video Remote Interpretation Service– Statewide

## SCHEDULE B PRICING MATRIX

1. The Contractor's pricing schedule for the Contract Activities are in following Schedule B – Pricing Tables:
  - Table A - Oral Language (Over the Phone) Interpretation
    - Year 1 - Oral Language (Over the Phone) Interpretation – Effective 9/13/18-9/12/19
    - Year 2 - Oral Language (Over the Phone) Interpretation – Effective 9/13/19-9/12/20
    - Year 3 - Oral Language (Over the Phone) Interpretation – Effective 9/13/20-9/12/21
    - Year 4 - Oral Language (Over the Phone) Interpretation – Effective 9/13/21-9/12/22
    - Year 5 - Oral Language (Over the Phone) Interpretation – Effective 9/13/22 thru the remaining term of the Contract
  - Table B - Document Translation Services
  - Table C - Onsite Interpreter
2. Price proposals include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Quick Payment Terms: 0.5% discount off invoice if paid within 15 days after receipt of invoice.

Table A - Oral Language (Over the Phone) Interpretation	Availability	Year 1 - Rate Per Minute - Effective 9/13/2018-9/12/2019	Year 2 - Rate Per Minute - Effective 9/13/2019-9/12/2020	Year 3 - Rate Per Minute - Effective 9/13/2020-9/12/2021	Year 4 - Rate Per Minute - Effective 9/13/2021-9/12/2022	Year 5 - Rate Per Minute - Effective 9/13/2022 - through the remaining term of the Contract
Group A: Spanish Only	24/7/365	\$0.5328	\$0.52725	\$0.5217	\$0.51615	\$0.5106
Group B: All Others, which includes Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.	24/7/365	\$0.5520	\$0.54625	\$0.5405	\$0.53475	\$0.529



Table B – Document Translation	Price Per Word	Price Per Page
Group A: Spanish Only		\$35.00
	\$0.11	
Group B: All Others, which includes Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.		\$40.00
	\$0.14	
Document Translation - Rush Charge	Total	
Document Translation - Rush Charge is a one-time charge in addition to the standard per word/per page charge and must be provided within 24 hours of the request.  * Please Note: Approximately 10% of total document translation requests are anticipated to be rush requests.	\$115.00	
Table C – Onsite Interpreter	Rate Per Hour	
Group A: Spanish Only	\$53.00	
Group B: All Others, which includes Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.	\$73.00	
Group C: American Sign Language (ASL)- Onsite Interpreter	\$140.00* *(2 Hour Minimum)	

Table D – Media Translation (Subtitling)	Rate Per Hour
Group A: Spanish Only	\$65.00
Group B: All Other languages, which may include Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.	\$77.00

<b>Table E – Video Remote Interpreting Services</b>	<b>Rate Per Minute</b>	<b>Availability</b>
<b>Group A: Spanish Only</b>	<b>\$1.35</b>	<b>24/7/365</b>
<b>Group B: All Other languages, which may include Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.</b>	<b>\$1.75</b>	<b>Arabic 24/7/365; Mandarin Chinese &amp; Russian during normal business hours Monday through Friday, from 7:00 AM ET to 7:00 PM ET; All Other Languages available on a prescheduled basis.</b>
<b>Group C: American Sign Language (ASL)- Interpreter</b>	<b>ASL (general needs and medical/mental health endorsement) \$1.95 per minute; ASL (legal endorsement) - \$2.05 per minute.</b>	<b>24/7/365</b>

\* 45 minute minimum per pre-scheduled call

\* 10 minute minimum for on-demand

## SCHEDULE E

### CONTRACTOR HOSTED SOFTWARE AND SERVICES

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

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

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

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

**“Integration Testing”** has the meaning set forth in **Section 4.2(c)**.

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

**“Open-Source License”** has the meaning set forth in **Section 2.3**.

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

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

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

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

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

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

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

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

## 2. Hosted Software License Grant and Source Code Escrow

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

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

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

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

(d) access and use the Hosted Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Hosted Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 2.2**.

2.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this

Contract or in any Statement of Work; or (b) use or authorize the use of the Hosted Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.

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

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

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

### 3. Hosted Services Testing and Acceptance.

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

#### 3.2 Testing and Acceptance.

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

(b) Upon completion of the State's testing, the State will notify Contractor of its acceptance ("**Accept**" or "**Acceptance**") or, if it has identified any noncompliance with the Specifications, rejection ("**Reject**" or "**Rejection**") of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such

other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.

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

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

(d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 3.2(c)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

#### 4. Support Services.

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

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

(a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and

(b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this **Schedule E**.

4.3 **Support Service Responsibilities.** Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements as defined in **Exhibit 1** to this **Schedule E**, including by providing defect repair, programming corrections and remedial programming;

(b) provide unlimited telephone support between the hours of 7 am and 7 pm, EST Monday - Friday; and have an after-hours messaging service available for State Agencies for non-emergency services needed and a Contractor Customer Service Representative must respond within 2 hours of the following business day.

(c) provide unlimited online support between the hours of 7 am and 7 pm, EST Monday - Friday; and have an after-hours messaging service available for State Agencies for non-emergency services needed and a Contractor Customer Service Representative must respond within 2 hours of the following business day.

(d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(e) respond to and Resolve Support Requests as specified in **Exhibit 1** to this **Schedule E**.

## 5. Software and Service Warranties.

### 5.1 Contractor represents and warrants to the State that:

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

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

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

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

on its ability to perform the Services, including Hosted Services, or its other obligations under this Contract, and it has



no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

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

(f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

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

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

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

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

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

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

## SCHEDULE E, EXHIBIT 1

### Support Services and Service Level Agreement for Hosted Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Personnel

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

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

## 3. Service Availability and Service Availability Credits.

(a) Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a “**Service Period**”), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance

degradation or inoperability of the Hosted Services, in whole or in part.

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

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

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

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

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

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

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;
- (b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and
- (c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):

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

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

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

<b>Support Request Classification</b>	<b>Description:</b> <b>Any Service Error Comprising or Causing any of the Following Events or Effects</b>
Critical Service Error	<ul style="list-style-type: none"> <li>• Issue affecting entire system or single critical production function;</li> <li>• System down or operating in materially degraded state;</li> <li>• Data integrity at risk;</li> <li>• Declared a Critical Support Request by the State; or</li> <li>• Widespread access interruptions.</li> </ul>
High Service Error	<ul style="list-style-type: none"> <li>• Primary component failure that materially impairs its performance; or</li> <li>• Data entry or access is materially impaired on a limited basis.</li> </ul>
Medium Service Error	<ul style="list-style-type: none"> <li>• Hosted Service is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.</li> </ul>
Low Service Error	<ul style="list-style-type: none"> <li>• Request for assistance, information, or services that are routine in nature.</li> </ul>

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

<b>Support Request Classification</b>	<b>Service Level Metric (Required Response Time)</b>	<b>Service Level Metric (Required Resolution Time)</b>
Critical Service Error	One (1) hour	Three (3) hours
High Service Error	One (1) hour	Four (4) hours
Medium Service Error	Three (3) hours	Two (2) Business Days
Low Service Error	Three (3) hours	Five (5) Business Days

(b) Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support

Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Service Manager and Contractor's management or engineering personnel, as appropriate.

## 5. Force Majeure.

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

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



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

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

## SCHEDULE F

### Data Security Requirements

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

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

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

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

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

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

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

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

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

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

*The State takes precautions to ensure that its data is safeguarded. Any application environment used by the MDOC must go through a System Accreditation Process called MiSAP. This process uses cyber security standards, such as the National Institute of Standards and Technology (NIST), to determine if the solution meets at least the minimum requirement of cyber security for use. The standards used may vary based on the type of solution and how it is hosted.*

*The State Cyber Security Team must authorize the operation of IT applications and IT hardware used by the State. After the Contract has been awarded, the Contractor must work with the State to achieve the Authority to Operate (ATO). The ATO process may require time resources from the Contractor to answer questions and resolve any areas of improvement identified with the Contractor’s solution.*

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

3.1. the Software must be hosted in a government cloud solution, and Contractor must maintain an annual SSAE 16 SOC 2 Type 2 audit for the Hosted Services throughout the Term;

- 3.2. ensure that the Software and State Data is securely hosted, supported, administered, and accessed in a data center and backup data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards ([www.uptimeinstitute.com](http://www.uptimeinstitute.com)), or its equivalent;
- 3.3. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) MOD Controls using minimum control values as established in the applicable PSP, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) HIGH Controls using minimum control values as established in the applicable PSP;
- 3.4. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;
- 3.5. take all reasonable measures to:
- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
  - (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;
- 3.6. ensure that State Data is encrypted in transit and at rest using AES 256bit or higher encryption;
- 3.7. ensure that State Data is encrypted in transit and at rest using currently certified encryption modules in accordance with FIPS PUB 140-2 (as amended). *Security Requirements for Cryptographic Modules*;
- 3.8. ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;
- 3.9. ensure the Hosted Services have multi-factor authentication for privileged/administrative access; and
- 3.10. assist the State, at no additional cost, with development and completion of a system security plan using the State's automated governance, risk and compliance (GRC) platform.

**4. Unauthorized Access.** Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this **Section 5**. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

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

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

6.1. maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule;

6.2. upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

6.3. if requested by the State, provide a copy of Contractor's SSAE 16 SOC 2 Type 2 audit report to the State within thirty (30) days after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.

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

**8. PCI Compliance.**

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

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

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

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

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

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

## SCHEDULE G

### Federal Provisions Addendum

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

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

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

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

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

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

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

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

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

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

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

## 2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;

- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
  - d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.
3. **Copeland “Anti-Kickback” Act.** If applicable, the Contractor must comply with the [Copeland “Anti-Kickback” Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act.** If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.
5. **Rights to Inventions Made Under a Contract or Agreement.** If the Contract is funded by a federal “funding agreement” as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
6. **Clean Air Act.** If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.
7. **Debarment and Suspension.** A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
8. **Byrd Anti-Lobbying Amendment.** If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).
9. **Procurement of Recovered Materials.** Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



## Byrd Anti-Lobbying Certification

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

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

Signed by:

\_\_\_\_\_  
[Type name and title]

[Type company name]

Date: \_\_\_\_\_

**FOR THE CONTRACTOR:**

**BROMBERG & ASSOCIATES, LLC**

---

Company Name

---

Authorized Agent Signature

---

Authorized Agent (Print or Type)

---

Date

**FOR THE STATE:**

---

Signature

**Lisa Spitzley, Category Analyst**

---

Name and Title

**DTMB Central Procurement Services**

---

Agency

---

Date



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **180000001162**

<b>CONTRACTOR</b>	BROMBERG & ASSOCIATES, LLC
	3141 Caniff Street
	Hamtramck, MI 48212
	Jinny Bromberg
	313-871-0080
	jjinny@brombergtranslations.com
	CV0043701

<b>STATE</b>	<b>Program Manager</b>	VARIOUS	SW
		@Michigan.gov	
	<b>Contract Administrator</b>	Lisa Spitzley	DTMB
		(517) 249-0440	
		spitzleyl4@michigan.gov	

<b>CONTRACT SUMMARY</b>				
<b>ORAL LANGUAGE INTERPRETATION AND DOCUMENT TRANSLATION SERVICES - STATEWIDE</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 13, 2018	September 12, 2023	3 - 1 Year	September 12, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
0.5%NET15; NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$293,407.45	\$246,499.00	\$539,906.45		
DESCRIPTION				
Effective December 27, 2019 this Contract is hereby amended to increase the Estimated Aggregate Value by \$246,499.00. All other terms, conditions, specifications and pricing remain the same per Contractor and Agency agreement, and DTMB Procurement approval.				

**STATE OF MICHIGAN  
CENTRAL PROCUREMENT SERVICES**

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



**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
to  
Contract Number 17118000001162

<b>CONTRACTOR</b>	BROMBERG & ASSOCIATES, LLC
	3141 Caniff Street
	Hamtramck, MI 48212
	Jinny Bromberg
	313-871-0080
	jinny@brombergtranslations.com
	CV0043701

<b>STATE</b>	Program Manager	VARIOUS - See Attached	SW
		Various	
		Lisa Spitzley	DTMB
	Contract Administrator	(517) 249-0440	
		spitzleyl4@michigan.gov	

**CONTRACT SUMMARY**

**ORAL LANGUAGE INTERPRETATION AND DOCUMENT TRANSLATION SERVICES – STATEWIDE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 13, 2018	September 12, 2023	3 - 1 Year	September 12, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
0.5%NET15; NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**  
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$289,907.45	\$3,500.00	\$293,407.45		

**DESCRIPTION**

Effective April 1, 2019, Please note the following updates that are applied to Arabic Telephonic Interpretation Services for the Michigan Department of Treasury:

- Security Requirement, Fingerprinting is added to the Statement of Work, Section A, Section 4.2. Security
- Schedule D. IRS Publication 1075 and Requirements (September 2016) Safeguarding Contract Language is added to this contract for all services involving Federal Tax Information (FTI). The federal requirements and Publication 1075 documents can be accessed through the links below:  
  - <https://www.irs.gov/privacy-disclosure/additional-requirements-for-publication-1075>
  - <https://www.irs.gov/pub/irs-pdf/p1075.pdf>
- This contract is hereby increased by \$ 3,500.00

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

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TED	Shelia O'Sullivan	(313) 456-2327	OSullivanS@michigan.gov
MDHHS	Sonya Butler	(517) 241-7728	BUTLERS2@michigan.gov
MDHHS	Lisa Listman	(517) 241-9153	ListmanL@michigan.gov
DEQ	Lisa VanOstran	(517) 284-5012	VanOstranL@michigan.gov
TREA	Marcy Hunt	(517) 636-4641	HuntM@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 18000001162

<b>CONTRACTOR</b>	BROMBERG & ASSOCIATES, LLC
	3141 Caniff Street
	Hamtramck, MI 48212
	Jinny Bromberg
	313-871-0080
	jinny@brombergtranslations.com
	CV0043701

<b>STATE</b>	<b>Program Manager</b>	Various	SW
		Please see attached list	
	<b>Contract Administrator</b>	Lisa Spitzley	DTMB
		(517) 249-0440	
		SpitzleyL4@michigan.gov	

**CONTRACT SUMMARY**

**ORAL LANGUAGE INTERPRETATION AND DOCUMENT TRANSLATION SERVICES – STATEWIDE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 13, 2018	September 12, 2023	3 - 1 Year	September 12, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
0.5%Net15; Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$289,907.45	\$0.00	\$289,907.45		

**DESCRIPTION**

Effective November 16, 2018, Please note:  
 1. American Sign Language Interpretation is added to the Statement of Work, Schedule A, Section 1.A.  
 2. Subtitling for media is added to the Statement of Work, Section 1.N., General Requirements and Section 5.1.B.7., Invoice Requirements, see revised Attachment.  
 3. Pricing is updated, see revised Attachment: Schedule B Pricing.  
 4. Delivery Order(s) are no longer required as an authorizing document (Schedule A, Section 5.3.) Schedule A, Section 5.3. is hereby updated authorizing the Payment Request Commodity (PRC) method as an alternate payment option on this Contract.  
 5. Please also note Patricia Buskirk and Katherine Marceau have been removed as Program Managers for DHHS, and Sonya Butler has been added as a Program Manager for DHHS, Lisa VanOstran is added as Program Manager for DEQ, the Contract Administrator is changed to Lisa Spitzley in Standard Contract Terms, Sections 3 and 4.

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

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDHHS	Sonya Butler	(517) 241-7728	ButlersS2@michigan.gov
MDHHS	Lisa Listman	(517) 241-9153	ListmanL@michigan.gov
DEQ	Lisa VanOstran	(517) 284-5012	VanOstranL@michigan.gov
DELEG-UA	Shelia O'Sullivan	(517) 456-2327	OSullivanS@michigan.gov

**Change Notice 1 - Added Section 5.1.B.7. Invoice Requirements for Media Translation (Subtitling)**

**5. Invoice and Payment**

**5.1. Invoice Requirements**

7. Media Translation (Subtitling) – Detailed page 1 must include:
  - a. Summary of the month to include:
    - 1) Date
    - 2) Master Agreement (MA)/Contract Number
    - 3) Delivery Order (DO) Number
    - 4) Language;
    - 5) Vendor interpreter id;
    - 6) Total Time Onsite;
    - 7) Rate per Hour;
    - 8) Name of requestor



# STATE OF MICHIGAN

Contract No. 171 18000001162

Oral Language Interpretation and Document Translation Services – Statewide

## SCHEDULE B PRICING MATRIX

1. The Contractor's pricing schedule for the Contract Activities are in following Schedule B – Pricing Tables:
  - Table A - Oral Language (Over the Phone) Interpretation
    - Year 1 - Oral Language (Over the Phone) Interpretation – Effective 9/13/18-9/12/19
    - Year 2 - Oral Language (Over the Phone) Interpretation – Effective 9/13/19-9/12/20
    - Year 3 - Oral Language (Over the Phone) Interpretation – Effective 9/13/20-9/12/21
    - Year 4 - Oral Language (Over the Phone) Interpretation – Effective 9/13/21-9/12/22
    - Year 5 - Oral Language (Over the Phone) Interpretation – Effective 9/13/22 thru the remaining term of the Contract
  - Table B - Document Translation Services
  - Table C - Onsite Interpreter
2. Price proposals include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Quick Payment Terms: 0.5% discount off invoice if paid within 15 days after receipt of invoice.

Table A - Oral Language (Over the Phone) Interpretation	Availability	Year 1 - Rate Per Minute - Effective 9/13/2018-9/12/2019	Year 2 - Rate Per Minute - Effective 9/13/2019-9/12/2020	Year 3 - Rate Per Minute - Effective 9/13/2020-9/12/2021	Year 4 - Rate Per Minute - Effective 9/13/2021-9/12/2022	Year 5 - Rate Per Minute - Effective 9/13/2022 - through the remaining term of the Contract
Group A: Spanish Only	24/7/365	\$0.5328	\$0.52725	\$0.5217	\$0.51615	\$0.5106
Group B: All Others, which includes Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.	24/7/365	\$0.5520	\$0.54625	\$0.5405	\$0.53475	\$0.529

<b>Table B – Document Translation</b>	<b>Price Per Word</b>	<b>Price Per Page</b>
<b>Group A: Spanish Only</b>		<b>\$35.00</b>
	<b>\$0.11</b>	
<b>Group B: All Others, which includes Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.</b>		<b>\$40.00</b>
	<b>\$0.14</b>	
<b>Document Translation - Rush Charge</b>	<b>Total</b>	
Document Translation - Rush Charge is a one-time charge in addition to the standard per word/per page charge and must be provided within 24 hours of the request.  * Please Note: Approximately 10% of total document translation requests are anticipated to be rush requests.	<b>\$115.00</b>	
<b>Table C – Onsite Interpreter</b>	<b>Rate Per Hour</b>	
<b>Group A: Spanish Only</b>	<b>\$53.00</b>	
<b>Group B: All Others, which includes Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.</b>	<b>\$73.00</b>	
<b>Group C: American Sign Language (ASL)- Onsite Interpreter</b>	<b>\$140.00*</b> <b>*(2 Hour Minimum)</b>	

<b>Table D – Media Translation (Subtitling)</b>	<b>Rate Per Hour</b>
<b>Group A: Spanish Only</b>	<b>\$65.00</b>
<b>Group B: All Other languages, which may include Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.</b>	<b>\$77.00</b>



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management & Budget  
525 W. Allegan St., Lansing, MI 48933  
PO Box 30076, Lansing MI 48913

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **171 180000001162**  
between  
THE STATE OF MICHIGAN  
and

<b>CONTRACTOR</b>	Bromberg & Associates, LLC
	3141 Caniff Street
	Hamtramck, MI 48212
	Jinny Bromberg
	313-871-0080
	jinny@brombergtranslations.com
	CV0043701

<b>STATE</b>	Program Manager	Varies - Statewide	
		Please see Section 4 of the Standard Contract Terms	
<b>Contract Administrator</b>		Courtney Flores	DTMB
		517-249-0452	
		floresc@michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Oral Language Interpretation and Document Translation Services – Statewide</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
September 13, 2018	September 12, 2023	Three, One-Year	September 12, 2023
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
0.5%Net15; Net 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
N/A			
<b>MISCELLANEOUS INFORMATION</b>			
<b>THIS IS NOT AN ORDER: This Contract Agreement is awarded on the bases of our inquiry bearing the solicitation #180000002371. Orders for delivery will be issued through a Delivery Order.</b>			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>			<b>\$289,907.45</b>

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

**Chelsea Lugibihl, Category Manager**  
\_\_\_\_\_  
**Name & Title**

**DTMB Procurement**  
\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Bromberg & Associates, LLC (“**Contractor**”), a Michigan Limited Liability Company. This Contract is effective on September 13, 2018 (“**Effective Date**”), and unless terminated, expires on September 12, 2023.

This Contract may be renewed for up to 3 additional 1 - year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

<b>If to State:</b>	<b>If to Contractor:</b>
Courtney Flores 525 W. Allegan St. Lansing, MI 48933 <a href="mailto:floresc@michigan.gov">floresc@michigan.gov</a> 517-249-0452	Jinny Bromberg 3141 Caniff Street Hamtramck, MI 48212 <a href="mailto:jinny@brombergtranslations.com">jinny@brombergtranslations.com</a> 313-871-0080

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Courtney Flores 525 W. Allegan St. Lansing, MI 48933 floresc@michigan.gov 517-249-0452	Jinny Bromberg 3141 Caniff Street Hamtramck, MI 48212 <a href="mailto:jinny@brombergtranslations.com">jinny@brombergtranslations.com</a> 313-871-0080 ext. 4981

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Sheila OSullivan Unemployment Insurance Agency 3024 W. Grand Blvd., 12 <sup>th</sup> Floor, Suite 350 Detroit, MI 48202 <a href="mailto:osullivans@michigan.gov">osullivans@michigan.gov</a> 313-456-2327	Jinny Bromberg 3141 Caniff Street Hamtramck, MI 48212 <a href="mailto:Jinny@brombergtranslations.com">Jinny@brombergtranslations.com</a> 313-871-0080 ext. 4981
Patricia Buskirk Department of Health and Human Services Buskrikp@michigan.gov	Jessica Yaacoub 3141 Caniff Street Hamtramck, MI 48212 <a href="mailto:Jessica@brombergtranslations.com">Jessica@brombergtranslations.com</a> 313-871-0080 ext. 4999
Katherine Marceau Department of Health and Human Services <a href="mailto:marceauk@michigan.gov">marceauk@michigan.gov</a> 313-852-1720	

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	Contractor must have their policy include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
Cashiering  
P.O. Box 30681  
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible



for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed

by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

**19. Reserved.**

- 20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

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

- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

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

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue

to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT**

**OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 30. Reserved.**
- 31. State Data.**
- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
  - b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
  - c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
  - d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
  - e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the

State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination.

This section survives termination or expiration of this Contract.

32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
  - b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c)

Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

### **33. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Reserved.**

41. **Reserved.**

42. **Nondiscrimination.** Under the Elliott-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.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.



51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# STATE OF MICHIGAN

Contract No. 171 18000001162

Oral Language Interpretation and Document Translation Services – Statewide

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

### BACKGROUND

This Contract is for the State of Michigan to utilize a Contractor to provide services for Oral (Over the Phone) Language Interpretation, Document Translation and On-site Interpretation Services for use statewide.

### SCOPE

The Contractor must provide Interpretation by telephone, in person and document translation services. The following languages include, but are not limited to: Spanish, Arabic, Vietnamese, Mandarin Chinese, Bengali, Portuguese, Thai, Laotian, Somali, Urdu, Albanian, Polish, Russian, French, Cantonese. The Contractor must provide a two to three day turn-around on document translation and onsite interpreter requests.

### REQUIREMENTS

#### 1. General Requirements

The 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 Contractor must:

- A. Provide Oral Language Interpretation via telephone, in person (on-site) and document translation for a wide variety of languages including but not limited to: Spanish, Arabic, Vietnamese, Mandarin Chinese, Bengali, Portuguese, Thai, Laotian, Somali, Urdu, Albanian, Polish, Russian, French, Cantonese.
- B. Contractor must be available to receive calls requiring interpretation during normal business hours, Monday through Friday, from 7:00 AM ET to 7:00 PM ET. Contractor must be able to provide over the phone interpretation services after normal business hours, as requested, and will be paid the "Emergency Service Phone Line" rate as identified in Schedule B.
- C. Provide documentation translation services within a two to three business day turn-around.
- D. Provide on-site translation services within two to three business days of request. The request will identify the location that the services are needed, and the language needed.
- E. Provide a unique client ID number for each Division within a State Agency. This unique client ID must be included on all invoices to ensure State agencies receive correct invoices.
- F. Be able to handle a large volume of calls and be able to adjust for volume surges. The State Agencies call intake can fluctuate during different periods of the year. The Contractor must be equipped to accommodate a large number of requests for service.
- G. Due to the nature of the work done by the State, the Contractor must provide an after-hours messaging service and respond to messages within two hours of the next business day.
- H. Provide an emergency service phone line for after-hours oral translation services that the State may utilize with little or no notice. The emergency service phone line must have a separate phone number available to users.

The Contractor's Telephonic Interpreting platform is available 24/7/365 with more than 4000 linguists in more than 200 languages.

- I. Be accessible to the State Agency's staff, so that information can be easily exchanged. This may involve access via phone, fax, and email. The Contractor must respond to messages left after normal business hours within two hours of the next business day.
- J. Maintain full confidentiality and keep all information exchanged during oral interpretation services strictly confidential, in accordance with current State, Federal, and local laws and regulations.
- K. Provide a method of access with documented instructions for each State Agency utilizing the contract with State Agency's unique client ID and toll-free number for service. The State will post this document throughout its call centers and remote initial claims center so that all State Agency staff will know how to access the service for Oral (Over the Phone) Interpretation.
- L. The Contractor must have a Quality Assurance Program.
- M. **Michigan Unemployment Agency Only:** Interact with State of Michigan staff and claimant to assist with all subject areas on qualifying and any additional information required to file an unemployment claim.

## **2. Acceptance**

### **2. Acceptance, Inspection and Testing**

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

- A. The services must be provided and invoiced on a monthly basis, as used. After the services have been rendered, the Contractor must invoice each State Agency separately in accordance with the payment provisions of the Contract. Invoices will be reviewed by the Program Manager for oral interpretation services listed, for actual services provided, in accordance with agreed upon rates incorporated into this Contract. In addition, the Program Manager will determine acceptance of the document translation deadlines to confirm they were met. The Contractor must provide a copy of the translated document to be reviewed to verify pricing as stated in this Contract. The document must be signed by the State's Project Manager, verifying that the services were acceptably performed.
- B. The Contractor will not receive payment for Services the State finds unsatisfactory or which were performed in violation of Federal, State or local law, ordinance, rule or regulation.

## **3. Staffing**

### **3.1. Contractor Representative**

The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative"). The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

Jinny Bromberg  
 313-871-0080 ext. 4981  
 jinny@BrombergTranslations.com

### **3.2. Customer Service Toll-Free Number**

- A. The Contractor must specify its toll-free number for the State to make contact with a Customer Service Representative. A Customer Service Representative must be available for calls during the hours of 7:00 a.m. to 7:00 p.m. ET Monday through Friday and have an after-hours messaging service available for State Agencies for non-emergency services needed and a Customer Service Representative must respond within 2 hours of the following business day.

Contractor's Toll Free No.:855-221-9700. The Contractor also maintains an after-hours voicemail service that is checked and addressed within the first several minutes of the beginning of the next business day. The Contractor's Scheduling Specialists begin working at 7:00 a.m. ET.

- B. The Contractor must provide an emergency service phone line available after-hours that the State may utilize with little or no notice. The emergency service must have a separate emergency phone line.

Emergency Service Phone Line for after-hours utilization: (313) 878-4242.

**3.3. Work Hours**

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 7:00 a.m. to 7:00 p.m. ET, and possible emergency service night and weekend hours depending on the requirements of the project.

**3.4. Key Personnel, Contractor Staff, Roles, and Responsibilities**

- A. The Key Personnel for this Contract will be the management team responsible for executing this Contract. The Contractor’s staff must be competent to communicate orally and in writing effectively in both English and their designated foreign language when communicating orally or written to customers. This competence must be guaranteed by the Contractor employing them and must be verifiable by standards acceptable in the field of interpretation services. This may involve professional certification, but at the very minimum, experience must involve completion of a comprehensive screening and training program by the Contractor that qualifies interpreters and translators for the job.
  
- B. Language interpreters and translators must be sensitive to the culture associated with the language as they relay concepts and ideas between languages. They must thoroughly understand the subject matter in which they work so that they are able to convert information from one language to another (known as the source language), into another (the target language).

Bidder Response to 3.4.:

**Key Personnel Table**

Position	Name	Role(s) / Responsibilities
Compliance Coordinator and VRI Manager	Peter Chona	Maintenance of service delivery platforms, updating of platform components, supervision of deployment of relevant assets, streamlining of service, and oversight of adherence to clients’ various compliance requirements, as well as on-site and remote Arabic and Chaldean translations
President	Jinny Bromberg	Oversight of all implementation of contracts, interfacing with clients for initiation, review, invoicing/billing, and streamlining of services
Federal Compliance Consultant	Bruce Adelson	Handling of all legal issues and consultations regarding compliance with federal statutes and regulations for clients’ interactions with LEP and DHHS persons and populations, composition of timely and relevant publications (blogs, webcasts, and white papers) regarding current and arising legal issues in language services
Translation Project Manager	Jessica Yaacoub	Management of all document translations (including those with desktop publishing aspects), including intake, project analysis, assignment of linguists at all levels, flow supervision, and related client interactions, as well as proofreading for Japanese projects
Interpreting Coordinator	Katie Lawler	Supervision of scheduling for all on-site interpreting assignments, including telephonic support of clients, assignment of appropriate linguists to events, and general customer support (feedback, troubleshooting, and management of emergency after-hours phone)

**3.5. Disclosure of Subcontractors**

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

The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

#### **4. Project Management**

The Contractor must have a procedure in place for providing interpreter/translation services. The Contractor is required to provide the State with, the most current, documentation of this procedure.

##### **4.1. Reporting**

- A. The Contractor must submit a quarterly report that includes:
  - 1. All Language Translation Services broken down by each State Agency;
  - 2. Minutes per call/Pages translated/Onsite hours;
  - 3. Languages;
  
- B. At a minimum, the Contractor must provide the following set of reports for managing Oral Language Interpretation and Document Translation Services: on an as needed basis.
  - 1. Standard Oral Language Interpretation Report
  - 2. Standards Administrator Report
  - 3. Standard Translation Report

#### **5. Invoice and Payment**

##### **5.1. Invoice Requirements**

- A. The Contractor must have the resources in place to keep accurate records of services performed, and to bill monthly according to the requirement and limits of this Contract.

The State of Michigan will have 24/7/365 access to the Bromberg Online Scheduling System (BOSS) for many of its Interpreting needs, and from the BOSS platform a monthly itemized service report can be generated both for client access and for delivery to our Accounting Specialist, with that report delineating the location and other specifications each interpretation job/event, the assigned linguist(s) for that job/event, the time length of service for that job/event, the billable rate under the contract, and any associated additional fees (like travel costs) under the contract. Similarly, our Telephonic Interpreting (OPI) platform will produce for our Accounting Specialist an itemized monthly report that lists languages, times, and lengths of service for each telephonic interpreting event. Finally, our Document Translations department will generate for our Accounting Specialist a per-job specifications statement for each hired translation job under the State of Michigan's contract. Each of these events will be departmentally coded as described above in our response to Item 1.E. Our Accounting Specialist then will compile those reports into a singular monthly invoice and forward that bill to our Director of Operations, who subsequently will conduct an eyes-on review of the invoice before forwarding it to the State of Michigan's accounts payable officer/department.

- B. The Contractor must provide detailed invoices to each State Agency, based on unique client ID. All invoices must contain a summary invoice on top and detailed pages attached.
  - 1) Summary Invoice must include:
    - a. Vendor Name;
    - b. Vendor Remit to Address;
    - c. SIGMA Customer Vendor #;
    - d. Delivery Order #;
    - e. Agency Account #;
    - f. Service from – to dates;
    - g. Total Current Charges any outstanding charges.
  
  - 2) Oral Language Translation - Detailed page 1 must include:
    - a. Date;
    - b. Master Agreement (MA)/Contract Number
    - c. Delivery Order (DO) Number
    - d. Language;
    - e. Vendor interpreter id;
    - f. Length of call in minutes;
    - g. Rate per minute;
    - h. Total charge for this call;

- i. Phone number call was received from;
  - j. Name of requestor.
- 3) Oral Language Translation - Detailed page 2 must include:
- a. Summary of the month to include:
    - 1) Language;
    - 2) Total minutes for the language;
    - 3) Total number of calls for that language;
    - 4) What percent of total minutes this language used;
    - 5) Average Interpreter connect time.
- 4) Document Translation – Detailed page 1 must include:
- a. Date;
  - b. Master Agreement (MA)/Contract Number;
  - c. Delivery Order (DO) Number;
  - d. Language;
  - e. Vendor interpreter id;
  - f. Length of document;
  - g. Rate per word/page;
  - h. Total charge for this document;
  - i. Name of requestor.
- 5) Document Translation – Detailed page 2 must include:
- a. Summary of the month to include:
    - 1) Language;
    - 2) Total words/pages for the language;
    - 3) Total number of documents for that language;
    - 4) What percent of total words/pages this language used.
- 6) Onsite Interpreter- Detailed page 1 must include:
- a. Summary of the month to include:
    - 1) Date
    - 2) Master Agreement (MA)/Contract Number
    - 3) Delivery Order (DO) Number
    - 4) Language;
    - 5) Vendor interpreter id;
    - 6) Total Time Onsite;
    - 7) Rate per Hour;
    - 8) Total charge for this Onsite Interpreter;
    - 9) Onsite Appointment Location;
    - 10) Name of requestor

## 5.2. Payment Methods

The State will make payment for Contract Activities via electronic funds transfer (EFT).

## 5.3. Ordering

The appropriate authorizing document for the Contract will be a Delivery Order (DO), phone or email order. If ordering via phone or email, the requestor must provide the State's unique client ID.

## 6. Liquidated Damages

Late or improper completion of the below Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damage credits in the amount of \$100 and an additional \$25 per day for each day Contractor fails to remedy the late or improper completion of the Work.

- A. Respond to messages within two hours of the next business day for the after-hours messaging services. (Section 1.F)

- B. Provide an emergency service line for after-hours oral translation services that the State may utilize with little or no notice. The emergency service line must have a separate emergency phone line available to users. (Section 1.G)
- C. Provide documentation translation services within a two to three business day turn-around. (Section 1.C)

# STATE OF MICHIGAN

Contract No. 171 18000001162

Oral Language Interpretation and Document Translation Services – Statewide

## SCHEDULE B PRICING MATRIX

- The Contractor's pricing schedule for the Contract Activities are in following Schedule B – Pricing Tables:
  - Table A - Oral Language (Over the Phone) Interpretation
    - Year 1 - Oral Language (Over the Phone) Interpretation – Effective 9/13/18-9/12/19
    - Year 2 - Oral Language (Over the Phone) Interpretation – Effective 9/13/19-9/12/20
    - Year 3 - Oral Language (Over the Phone) Interpretation – Effective 9/13/20-9/12/21
    - Year 4 - Oral Language (Over the Phone) Interpretation – Effective 9/13/21-9/12/22
    - Year 5 - Oral Language (Over the Phone) Interpretation – Effective 9/13/22 thru the remaining term of the Contract
  - Table B - Document Translation Services
  - Table C - Onsite Interpreter
- Price proposals include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
- Quick Payment Terms: 0.5% discount off invoice if paid within 15 days after receipt of invoice.

Table A - Oral Language (Over the Phone) Interpretation	Availability	Year 1 - Rate Per Minute - Effective 9/13/2018-9/12/2019	Year 2 - Rate Per Minute - Effective 9/13/2019-9/12/2020	Year 3 - Rate Per Minute - Effective 9/13/2020-9/12/2021	Year 4 - Rate Per Minute - Effective 9/13/2021-9/12/2022	Year 5 - Rate Per Minute - Effective 9/13/2022 - through the remaining term of the Contract
Group A: Spanish Only	24/7/365	\$0.5328	\$0.52725	\$0.5217	\$0.51615	\$0.5106
Group B: All Others, which includes Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.	24/7/365	\$0.5520	\$0.54625	\$0.5405	\$0.53475	\$0.529



<b>Table B – Document Translation</b>	<b>Price Per Word</b>	<b>Price Per Page</b>
<b>Group A: Spanish Only</b>		<b>\$35.00</b>
	<b>\$0.11</b>	
<b>Group B: All Others, which includes Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.</b>		<b>\$40.00</b>
	<b>\$0.14</b>	
<b>Document Translation - Rush Charge</b>	<b>Total</b>	
Document Translation - Rush Charge is a one-time charge in addition to the standard per word/per page charge and must be provided within 24 hours of the request.  * Please Note: Approximately 10% of total document translation requests are anticipated to be rush requests.	<b>\$115.00</b>	

<b>Table C – Onsite Interpreter</b>	<b>Rate Per Hour</b>
<b>Group A: Spanish Only</b>	<b>\$53.00</b>
<b>Group B: All Others, which includes Arabic; Vietnamese; Bengali; Portuguese; Thai; Laotian; Somali; Urdu; Albanian; Russian; French; Polish; Cantonese, Mandarin Chinese, but is not limited to.</b>	<b>\$73.00</b>

## **Schedule C**

### **HIPAA BUSINESS ASSOCIATE ADDENDUM**

[Rev. 9-20-13]

The parties to this Business Associate Addendum (Addendum) are the State of Michigan, acting by and through the Department of Technology, Management and Budget, on behalf of Michigan Department of Health & Human Services (State) and Bromberg & Associates, LLC (Contractor). This Addendum supplements and is made a part of the existing contracts between the parties including the following Contract(s): 171 180000001162 (Contract).

For purposes of this Addendum, the State is (check one):

- Covered Entity (CE)
- Business Associate (Associate)

and the Contractor is (check one):

- Covered Entity (CE)
- Business Associate (Associate)

#### **RECITALS**

- A. Under the terms of the Contract, CE wishes to disclose certain information to Associate, some of which may constitute Protected Health Information or Personally Identifiable Information (collectively, Protected Information). In consideration of the receipt of such information, Associate agrees to protect the privacy and security of the information as set forth in this Addendum.
  
- B. CE and Associate intend to protect the privacy and provide for the security of Protected Information disclosed to Associate under the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Public Law 111-5, regulations promulgated by the U.S. Department of Health and Human Services (DHHS) (HIPAA Rules) and other applicable laws, as amended.
  
- C. As part of the HIPAA Rules, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements

with Associate prior to the disclosure of Protected Health Information, as set forth in, but not limited to, 45 CFR Parts 160 and 164 and the HITECH Act, and as otherwise contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum have the same meaning as those terms under HIPAA, the HITECH Act, and the HIPAA Rules.

b. “Agent” has the same meaning given to the term under the federal common law of agency.

c. “Agreement” means the Contract and this Addendum, as read together.

d. “Breach” means the acquisition, access, Use or Disclosure of Protected Health Information or Personal Identifying Information in a manner not permitted under the Privacy Rule or the Michigan Identify Theft Protection Act, as applicable, which compromises the security or privacy of such information.

e. “Contract” means the underlying written agreement or purchase order between the parties for the goods or services to which this Addendum is added. Contract also includes all amendments and addendums to the original contract, both effective before and effective after the date of this Addendum.

f. “Designated Record Set” has the same meaning as the term under 45 CFR §164.501.

g. “Disclosure” means, the release, transfer, provision of access to, or divulging of Protected Information in any manner outside the entity holding the information.

h. “Electronic Health Record” has the same meaning as the term under Section 13400 of the HITECH Act.

i. “Electronic Protected Health Information” or “Electronic PHI” has the same meaning as the term under 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Associate on behalf of CE.

j. “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

k. “HITECH Act” means The Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009, specifically Division A: Title XIII Subtitle D—Privacy, and its corresponding regulations as enacted under the authority of the Act.

l. “Identity Theft Protection Act” means Public Act 452 of 2004, MCL 445.61, *et seq.*

m. “Individual” has the same meaning as the term under 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §165.502(g).

n. “Personal Identifying Information” or “PII” has the same meaning as the term Section 3(q) of the Identity Theft Protection Act.

o. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

p. “Protected Health Information” or “PHI” has the meaning given to the term under the Privacy Rule, 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Associate on behalf of CE.

q. “Protected Information” means PHI and PII created, received, maintained or transmitted by Associate on behalf of CE.

r. “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of Protected Information or interference with system operations in an information system.

s. “Security Rule” means the Standards for Security of Electronic Protected Health Information at 45 CFR Part 160 and Subparts A and C of Part 164.

t. “Subcontractor” means a person or entity that creates, receives, maintains, or transmits Protected Information on behalf of Associate and who is now considered a Business Associate, as the latter term is defined in 45 CFR §160.103.

u. “Unsecured Protected Health Information” or “Unsecured PHI” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by DHHS as defined in the Breach Rule, 45 CFR §164.402.

v. “Use” means, with respect to Protected Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

2. Obligations and Activities of Associate.

a. Permitted Uses and Disclosures. Associate may Use and Disclose Protected Information only as necessary to perform services owed CE under the Contract and meet its obligations under this Addendum, provided that such Use or Disclosure would not violate the Privacy Rule, the privacy provisions of the HITECH Act or the Identity Theft Protection Act, if done by CE. All other Uses or Disclosures by Associate not authorized by this Addendum, or by specific written instruction of CE, are prohibited. Except as otherwise limited by this Addendum, Associate may Use and Disclose Protected Information as follows:

- i. Associate may Use Protected Information for the proper management and administration of the Associate or to carry out the legal responsibilities of the Associate.
- ii. Associate may Disclose Protected Information for the proper management and administration of the Associate, provided that Disclosures are Required by Law; or Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used, or further Disclosed, only as Required by Law, or for the purpose for which it was Disclosed to the person, and the person notifies the Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- iii. Associate may Use Protected Health Information to provide Data Aggregation services to CE for the Health Care Operations of CE, as permitted by 45 CFR §164.504(e)(2)(i)(B). Associate agrees that said services shall not be provided in a manner that would result in Disclosure of Protected Health Information to another CE who was not the originator or lawful possessor of said information. Further, Associate agrees that any such wrongful Disclosure of Protected Health Information constitutes a Breach and shall be reported to CE in accordance with this Addendum.

- iv. Associate may Use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1).

b. Appropriate Safeguards. Associate must implement appropriate safeguards to protect against the Use or Disclosure of Protected Information other than as permitted by this Addendum so as to comply with the HIPAA Rules, the HITECH Act, and applicable state laws and maintain written policies concerning the same. Associate must implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information, including specifically Electronic PHI, as provided for in the Security Rule and as mandated by Section 13401 of the HITECH Act. These safeguards shall include, at minimum:

- i. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of CE under this Addendum.
- ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the National Institute of Standards and Technology (NIST) in NIST 800-53, Recommended Security Controls for Federal Information Systems, Annex 2: Consolidated Security Controls-Moderate Baseline. The oldest acceptable version is the most recently approved version of NIST that has been approved for 6 months or more; however, Associate is encouraged to adopt newly approved versions of NIST as soon as practicable. If Associate chooses to use the Control Objectives for Information and Related Technology (COBIT), Information Systems Audit and Control Association (ISACA), or International Organization for Standardization (ISO) standards, Associate must demonstrate and document how each aspect of the chosen standard comports with the applicable version of NIST and make such documentation available to CE upon request. If Associate uses a standard other than those described in this subsection, Associate must demonstrate and document how each aspect of

the chosen standard comports with the appropriate version of NIST and present to CE for review and approval. Additionally, whichever standard is chosen must comport with HIPAA Rules, including specifically the Security Rule and Privacy Rule.

- iii. Achieving and maintaining compliance with the Michigan Information Technology Security Policies set forth by the Office of Michigan Cyber Security and Infrastructure Protection.
- iv. In case of a conflict between any of the security standards contained in any of these enumerated sources, the most stringent shall apply. The most stringent means those safeguards that provide the highest level of protection to Protected Information from unauthorized Disclosure. Further, Associate must comply with changes to these standards that occur after the effective date of this Addendum.
- v. Upon request, Associate must provide CE with all information security and privacy policies, disaster recovery and business continuity policies, network connectivity diagrams, and all other security measures implemented by Associate.

c. Security Incidents. Associate must notify and report to CE in the manner described herein any Security Incident, whether actual or suspected, and any Use or Disclosure of Protected Information in violation of this Addendum, and take the following actions:

- i. Notice to CE. Associate must notify CE, via e-mail and telephone, within five (5) business days of the discovery of any Security Incident or any Use or Disclosure of Protected Information in violation of this Addendum. Associate must follow its notification to CE with a report that meets the requirements outlined immediately below.



- ii. Investigation; Report to CE. Associate must promptly investigate any Security Incident. Within ten (10) business days of the discovery, Associate must submit a preliminary report to CE identifying, to the extent known at the time, any information relevant to ascertaining the nature and scope of the Security Incident. Within fifteen (15) business days of the discovery of the Security Incident and unless otherwise directed by CE in writing, Associate must provide a complete report of the investigation to CE. Such report shall identify, to the extent possible: (a) each individual whose Protected Information has been, or is reasonably believed by Associate to have been accessed, acquired, Used or Disclosed; (b) the type of Protected Information accessed, Used or Disclosed (e.g., name, social security number, date of birth) and whether such information was Unsecured; (c) who made the access, Use, or Disclosure; and (d) an assessment of all known factors relevant to a determination of whether a Breach occurred under applicable provisions of HIPAA, the HIPAA Rules, the HITECH Act, or a Breach of Security under the Identity Theft Protection Act, and any other applicable federal or state regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and contain any improper Use or Disclosure. If CE requests information in addition to that listed in the report, Associate shall make reasonable efforts to provide CE with such information. Associate agrees that CE reserves the right to review and recommend changes to any corrective action plan and make a final determination as to whether a Breach of PHI or PII occurred and whether any notifications may be required under applicable state or federal regulations, including Section 13402 of the HITECH Act. In the event of a Breach of Unsecured PHI, as determined by CE, Associate agrees, consistent with 45 CFR §164.404(c), Section 13402 of the HITECH Act and Section 12 of the Identity Theft Protection Act, as applicable, to provide CE with information and documentation in its control necessary to meet the requirements of said sections, and in a manner and format to be reasonably specified by CE.
  
- iii. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a Security Incident or a Use or Disclosure of Protected

Information in violation of the requirements of this Addendum. Associate must take: (a) prompt corrective action to cure any such violation and (b) any other action pertaining to such unauthorized Use or Disclosure required by applicable federal and state laws and regulations.

d. Responsibility for Notifications. If the cause of a Breach of Protected Information is attributable to Associate or its Agents or Subcontractors, Associate is responsible for all required reporting and notifications of the Breach as specified in and in accordance with Section 13402 of the HITECH Act and the Identity Theft Protection Act, as applicable, unless CE notifies Associate in writing that CE intends to be responsible for said reporting and notifications. In all cases, CE's authorized representative shall approve the time, manner, and content of any such notification and its approval must be obtained before the notification is made. In the event of such Breach, and without limiting Associate's obligations of indemnification as further described in this Addendum, Associate must indemnify, defend, and hold harmless CE for any and all claims or losses, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from CE in connection with the occurrence.

e. Associate's Agents and Subcontractors. If Associate uses one or more Subcontractors or Agents to provide services under the Agreement, and such Agents or Subcontractors receive or have access to Protected Information, each Subcontractor or Agent must sign an agreement with Associate containing substantially the same provisions as this Addendum and in conformance with 45 CFR §164.504(e)(2), and to assume toward Associate all of the obligations and responsibilities that the Associate, by this Addendum, assumes toward CE. Associate agrees to provide said Agents or Subcontractors PHI in accordance with the HIPAA Rules, the HITECH Act, and PII in accordance with applicable federal and state law and must: (i) implement and maintain sanctions against Subcontractors and Agents that violate such restrictions and conditions; and (ii) mitigate, to the extent practicable, the effects of any such violation.

f. Access to Protected Health Information. Associate agrees to make PHI regarding an Individual maintained by Associate or its Agents or Subcontractors in a Designated Record Set available to such Individual for inspection and copying in

order to meet CE's obligations under 45 CFR §164.524. An Individual's request for access must be submitted on standard request forms available from Associate. If CE receives a request for access, CE, in addition to addressing the request on its behalf, will forward the request in writing to Associate in a timely manner. If Associate or its Agents or Subcontractors maintain Electronic Health Records for CE, then Associate must provide, where applicable, electronic access to the Electronic Health Records to CE.

g. Amendment of Protected Health Information. Associate agrees to make any amendment(s) to PHI in a Designated Record Set to meet CE's obligations under 45 CFR §164.526. An Individual's amendment request must be submitted on standard forms available from Associate. If CE receives a request for an amendment, CE, in addition to addressing the request on its behalf, will forward the request in writing to Associate in a timely manner.

h. Accounting Rights. Associate agrees to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528. Associate must maintain necessary and sufficient documentation of Disclosures of PHI and information related to such Disclosures as would be required for CE to respond to a request by an Individual for an accounting of Disclosures under 45 CFR §164.528. An Individual's request for a report of accounting must be submitted on standard request forms available from Associate. If CE receives a request for an accounting, CE, in addition to addressing the request on its own behalf, will forward the request in writing to Associate in a timely manner. Associate must also comply with the requirements of Section 13405(c) of the HITECH Act, as applicable.

i. Access to Records and Internal Practices. Unless otherwise protected or prohibited from discovery or Disclosure by law, Associate must make its internal practices, books, and records, including policies and procedures (collectively, Compliance Information), relating to the Use or Disclosure of PHI and PII and the protection of same, available to CE or to the Secretary of DHHS (Secretary) for purposes of the Secretary determining CE's compliance with the HIPAA Rules and the HITECH Act. Associate shall have a reasonable time within which to comply with requests for such access, consistent with this Addendum. In no case shall access be required in less than five (5) business days after Associate's receipt of such request, unless otherwise designated by the Secretary.

j. Minimum Necessary. Associate (and its Agents or Subcontractors) shall only request, Use and Disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule, including, but not limited to 45 CFR §§ 164.502(b) and 164.514(d) and the HITECH Act.

k. Compliance.

- i. To the extent that Associate carries out one or more of CE's obligations under the HIPAA Rules, Associate must comply with all requirements that would be applicable to CE.
- ii. Associate must honor all restrictions consistent with 45 CFR §164.522 that CE or the Individual makes Associate aware of, including the Individual's right to restrict certain Disclosures of PHI to a health plan where the Individual pays out of pocket or in full for the healthcare item or service, in accordance with Section 13405(a) of the HITECH Act.

l. Data Ownership. Unless otherwise specified in this Addendum, Associate agrees that Associate has no ownership rights with respect to the Protected Information and that CE retains all rights with respect to ownership of such information. Associate further agrees not to receive remuneration, directly or indirectly, in exchange for Protected Information, except with the prior written consent of CE.

m. Retention of Protected Information. Notwithstanding Section 5(d) of this Addendum, Associate and its Subcontractors or Agents shall retain all Protected Information throughout the term of the Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years from the date of creation or the date when it last was in effect, whichever is later, or as Required by Law. This obligation shall survive the termination of the Contract.

n. Destruction of Protected Information. Associate must implement policies and procedures for the final disposition of Protected Information, including electronic PHI, and the hardware and equipment on which it is stored, including but not limited to, removal before re-Use, in accordance with the Security Rule, the HITECH Act, and other applicable laws relating to the final disposition of Protected Information.

o. Audits, Inspection, and Enforcement. Within ten (10) days of a written request by CE, Associate and its Agents or Subcontractors must allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the Use or Disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE or Associate shall execute a nondisclosure agreement, if requested by Associate or CE. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under this Addendum. If Associate is the subject of an audit, compliance review, or complaint investigation by DHHS that is related to the performance of its obligations pursuant to this Addendum, Associate must notify CE and provide CE with a copy of any PHI that Associate provides to DHHS concurrently with providing such information to DHHS. If, as a result of an audit or other investigation of Associate, DHHS assesses any civil penalties, Associate shall pay such penalties.

p. Audit Findings. Associate must implement any appropriate Safeguards, as identified by CE in an audit conducted under paragraph 2(o).

q. Reserved.

r. Safeguards During Transmission. Associate must utilize safeguards that reasonably and appropriately maintain and ensure the confidentiality, integrity, and availability of Protected Information transmitted to CE under this Addendum, in accordance with the standards and requirements of the HIPAA Rules and other applicable federal or state regulations, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

s. Due Diligence. Associate must exercise due diligence and take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HIPAA Rules, the HITECH Act and other applicable laws or regulations pertaining to Protected Information, and that its Agents, Subcontractors and vendors are in compliance with their obligations as required by this Addendum.

t. Sanctions and Penalties. Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act, the HIPAA Rules or any other state or federal regulation that is applicable to Associate may result in the imposition of sanctions or penalties on Associate under HIPAA, the HIPAA Rules, the HITECH Act, or any other applicable laws or regulations pertaining to PHI and PII.

u. Indemnification. Associate shall indemnify, hold harmless and defend CE from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Associate or its Agents or Subcontractors in connection with the representations, duties, and obligations of Associate under this Addendum, including but not limited to any unauthorized Use or Disclosure of Protected Information. This includes credit-monitoring services, third party audits of Associate's handling and remediation of the Breach, and reimbursement for State employee time spent handling the Security Incident, as reasonably deemed appropriate by CE. The parties' respective rights and obligations under this subsection shall survive termination of the Agreement.

### 3. Obligations of CE.

a. Safeguards During Transmission. CE must utilize safeguards that reasonably and appropriately maintain and ensure the confidentiality, integrity, and availability of Protected Information transmitted to Associate under this Addendum, in accordance with the standards and requirements of the HIPAA Rules and other applicable federal or state regulations, until such Protected Information is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Limitations and Changes. CE must notify Associate of any limitations in its notice of privacy practices in accordance with 45 CFR §164.520, or any restriction to the Use or Disclosure of PHI that CE has agreed to in accordance with 45 CFR §164.528, to the extent that such limitation may affect Associate's Use or Disclosure of PHI. CE must also notify Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI of which it becomes aware, to the extent that such changes may affect Associate's Use or Disclosure of PHI.

4. Term. This Addendum shall continue in effect as to each Contract to which it applies until such Contract is terminated or is replaced with a new contract between the parties containing provisions meeting the requirements of the HIPAA Rules and the HITECH Act, whichever first occurs. However, certain obligations will continue as specified in this Addendum.

5. Termination.

a. Material Breach. Except as otherwise provided in the Contract, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Agreement and provide grounds for CE to terminate the Agreement for cause, subject to section 5(b):

i. Default. If Associate refuses or fails to timely perform any of the provisions of this Addendum, CE may notify Associate in writing of the non-performance, and if not corrected within thirty (30) days, CE may immediately terminate the Agreement. Associate agrees to continue performance of the Agreement to the extent it is not terminated.

ii. Duties. Notwithstanding termination of the Agreement, and subject to any reasonable directions from the CE, Associate agrees to take timely, reasonable and necessary action to protect and preserve property in the possession of the Associate in which CE has an interest.

iii. Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action or inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Contract had been terminated for convenience, as described in this Addendum or in the Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate the Agreement under Section 5(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, CE shall report Associate's breach or violation to the Secretary.

c. Reserved.

d. Effect of Termination.

(i) At the direction of CE, and except as provided in section 5(d)(ii), upon termination of the Agreement for any reason, Associate must return or destroy all Protected Information that Associate or its Agents or Subcontractors still maintain in any form, and shall retain no copies of such information. If CE directs Associate to destroy the Protected Information, Associate must certify in writing to CE that such information has been destroyed. If CE directs associate to return such information, Associate must do so promptly in any format reasonably specified by CE.



(ii) If Associate believes that returning or destroying the Protected Information is not feasible, including but not limited to, a finding that record retention requirements provided by law make return or destruction infeasible, Associate must promptly provide CE written notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate must continue to extend the protections of this Addendum to such information, and must limit further Use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible.

6. Reserved.

7. No Waiver of Immunity. No term or condition of this Addendum shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of applicable laws, including the Michigan Governmental Immunity Act, MCL 691.1401, *et seq.*, the Court of Claims Act, MCL 600.6401, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq.*, or the common law, as applicable, as now in effect or hereafter amended.

8. Reserved.

9. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HIPAA Rules, the HITECH Act or other applicable laws pertaining to Protected Information will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of Protected Information.

10. Reserved.

11. Amendment.

a. Amendment to Comply with Law. The parties agree to take such action as is necessary to amend this Addendum from time to time as may be necessary for CE and Associate to comply with and implement the standards and requirements of HIPAA, the Privacy Rule, the Security Rule, the Breach Rule, the HITECH Act, the Identity Theft Protection Act, and other applicable laws relating to the security or privacy of PHI and PII. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule, the Security Rule, the Breach Rule, the HITECH Act, the Identity Theft Protection Act, or other applicable laws. Either party may terminate the Agreement upon thirty (30) days written notice if (i) the other does not promptly enter into negotiations to amend this Agreement when requested by the requesting party under this Section or (ii) the non-requesting party does not enter into an amendment to this Agreement when requested providing assurances regarding the safeguarding of PHI and PII that the requesting party, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA Rules, the HITECH Act, the Identity Theft Protection Act, and other applicable laws.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

12. Assistance in Litigation or Administrative Proceedings. Associate must make itself, and any Subcontractors, employees or Agents assisting it in the performance of its obligations under this Addendum available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against a party, its directors, officers or employees, departments, agencies, or divisions based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA Rules, the Identity Theft Protection Act, or other laws relating to security and privacy of Protected Information, except where the other party or its Subcontractor, employee or Agent is a named adverse party.

13. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

14. Effect on Contract. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect. This Addendum is incorporated into the Contract as if set forth in full therein. The parties expressly acknowledge and agree that sufficient mutual consideration exists to make this Addendum legally binding in accordance with its terms. Associate and CE expressly waive any claim or defense that this Addendum is not part of the Agreement between the parties under the Contract.

15. Interpretation and Order of Precedence. This Addendum is incorporated into and becomes part of each Contract identified herein. Together, this Addendum and each separate Contract constitute the Agreement of the parties with respect to their Business Associate relationship under HIPAA, the HIPAA Rules, and the HITECH Act. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA Rules, and applicable state laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Rules. This Addendum supersedes and replaces any previous separately executed HIPAA addendum between the parties. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the HITECH Act and the provisions of this Addendum, the HIPAA Rules and the HITECH Act shall control. Where the provisions of this Addendum differ from those mandated by the HIPAA Rules or the HITECH Act, but are nonetheless permitted by the HIPAA Rules and the HITECH Act, the provisions of this Addendum shall control.

16. Effective Date. This Addendum is effective upon receipt of the last approval necessary and the affixing of the last signature required.

17. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 2(d) (Responsibility for Notifications), Section 2(u) (Indemnification), Section 5(d) (Effect of Termination), Section 12 (Assistance in Litigation or Administrative Proceedings), Section 13 (No

Third Party Beneficiaries), and applicable record retention laws shall survive termination of this Agreement and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

18. Representatives and Notice.

a. Representatives. For the purpose of this Addendum, the individuals identified in the Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Addendum. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. Except as otherwise provided in this Addendum, all required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Division: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Associate Representative:

Name: Cynthia M. Ward  
Title: Privacy and Compliance Manager

Department: Michigan Department of Health & Human Services  
Division: MDHHS Compliance Office  
Address: 333 S. Grand Avenue, 4th Floor  
Lansing, MI 48933  
(517) 284-1018  
MDHHSPrivacySecurity@michigan.gov

Any notice given to a party under this Addendum shall be deemed effective, if addressed to such party, upon: (i) delivery, if hand delivered; or (ii) the third (3<sup>rd</sup>) business day after being sent by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

**Associate**

**Covered Entity**

Chelsea Lugibihl, Category Manager  
DTMB – Central Procurement  
Services

[INSERT NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_