

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

CHANGE NOTICE NO. 9
 to
CONTRACT NO. 071B0200162
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Evans Caseload, Inc. 1915 Danforth Avenue Toronto ON, M4C 1J5	Darryl Evans	daevans@caseload.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	416-762-0236	*****9368

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Pat Willet	517-284-5324	willetp@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Enhanced Document Management			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 12, 2010	April 11, 2015	5 - 1 Year	April 11, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		April 11, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$11,455,963.64		\$ 0	\$11,455,963.64	
DESCRIPTION: Effective December 28, 2015, the State exercises the second option year and renews the attached annual subscriptions at a cost of \$127,180.00 utilizing existing contract funds. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement agreement.				

Evans CaseLoad Inc.

Date: 11/25/2015

1915 Danforth Ave.
Toronto ON M4C 1J5

TO DTMB Agency Services
LARA/MEDC
Attn: Pat Willet
Phoenix Building, 3rd FL
222 North Washington Ave.
Lansing, MI 4891

Federal Tax ID	P.O. #	Payment Terms	Due Date
_*9368		Net 45	

Qty	Description	Unit Price	Line Total
1	MAHS- Medicaid Annual Software Subscription (Valid: April 11, 2016 to April 10, 2017)	\$14,414.00	\$14,414.00
1	MI TAX Tribunal- Annual Software Subscription (Valid: April 11, 2016 to April 10, 2017)	\$18,942.00	\$18,942.00
1	MAHS - Annual Software Subscription (Valid: April 11, 2016 to April 10, 2017)	\$93,824.00	\$93,824.00
	Contract #: 071B0200162		

Subtotal	
Sales Tax	
	\$127,180.00

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

CHANGE NOTICE NO. 8
 to
CONTRACT NO. 071B0200162
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Evans Caseload, Inc. 1915 Danforth Avenue Toronto, ON M4C 1J5	Darryl Evans	daevans@caseload.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(416) 762-0236	-9368

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Toby Pittman	(517) 636-5428	pittmant@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Whitnie Zuker	(517) 284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Enhanced Document Management - DIT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 12, 2010	April 11, 2015	5, one year	April 11, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	April 11, 2016
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$11,396,049.00		\$59,914.64	\$11,455,963.64	

DESCRIPTION:

Effective April 12, 2015 this Contract is hereby INCREASED by \$59,914.64 to support an additional Document Publishing module and ongoing Software Subscription services (maintenance and support) costs for the first option year during the time period of April 12, 2015 through April 11, 2016; see attached SOW for further details. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK**

Project Title: MAHS Caseload Maintenance	Period: 4/12/2015 through 4/11/2016
Requesting Department: MAHS	Date: 5/16/15
Agency Project Manager: Justin Padgett	Phone: 517-241-2802
DTMB Contract Administrator: Pat Willett	Phone: 517-284-5324

Brief Description of Services to be provided:

This Contract Change Request is submitted by the State of Michigan under the terms of the Contract #071B0200162, between the State of Michigan and Caseload in accordance with Section 2.002 Options to Renew of the Contract.

The Contract base period of coverage is from April 12, 2010 – April 11, 2015. Per Contract Section 2.002 Options to Renew, this Contract may be renewed for up to five additional one-year periods.

This Statement of Work (SOW), Contract Change Notice # 8, is to add \$59,914.64 to support an additional Document Publishing module and ongoing Software Subscription services (maintenance and support) costs for the first option year during the time period of April 12, 2015 through April 11, 2016 for the following instances.

Current Contract Value: \$11,396,049.00

Cost of Contract Change Request: \$59,914.64

Amended Contract Value: \$11,455,963.64

Description	Price
MAHS – Addition of new Document Publishing module	\$10,800.00
MAHS – New Document Publishing module Yearly Subscription License (Valid May 1, 2015 to January 11, 2016. Cost prorated)	\$1,656.00
MAHS – Ongoing Annual Software Subscription (Valid: January 15, 2016 to April 11, 2016 – which includes the addition of Document Publisher module)	\$23,041.34
MAHS – Ongoing Medicaid Annual Software Subscription (Valid: July 7, 2015 to April 11, 2016. Cost prorated)	\$10,618.97
MI TAX Tribunal – Ongoing Annual Software Subscription (Valid: June 1, 2015 to April 11, 2016. Cost prorated))	\$13,798.33

TOTAL	\$59,914.64
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BACKGROUND:

The purpose of Contract 071B0200162 is to implement Commercial Off-the-Shelf Software (COTS) and to customize it in order to meet the unique requirements. The commission provides contested case appellate services for parties that disagree with and appeal the decision issued regarding unemployment benefits. The goal of this effort is to implement new technology to enter, track, report on appeals using work flow models to streamline the process. This project includes configuration and implementation of the COTS software, training, maintenance and support.

The project is currently in the Maintenance and Support stage to support only the Department of Licensing and Regulatory Affairs (DLARA) for the Michigan Administrative Hearings System (MAHS)/MI TAX Tribunal. Still, the contract allows for additional modules and technical support services on an as needed basis.

PROJECT OBJECTIVE/SCOPE OF WORK:

The Contractor will provide an additional Document Publishing module and ongoing Software Subscription services (Maintenance and Support) for the below instances of Caseload through the extension option, (for the time period of 04/12/2015 – 04/11/2016) using this Statement of Work.

Description
MAHS – Addition of new Document Publishing module
MAHS – New Document Publishing module Yearly Subscription License (Valid May 1, 2015 to January 11, 2016. Cost prorated)
MAHS – Ongoing Annual Software Subscription (Valid: January 15, 2016 to April 11, 2016 – which includes the addition of Document Publishing module)
MAHS – Ongoing Medicaid Annual Software Subscription (Valid: July 7, 2015 to April 11, 2016. Cost prorated)
MI TAX Tribunal – Ongoing Annual Software Subscription (Valid: June 1, 2015 to April 11, 2016. Cost prorated))

Document Publishing Module

MAHS used the Document Publishing module on a trial period basis from March 13, 2015 to April 30, 2015. This Document Publishing module will better support UIA case types by allowing Staff to retrieve documents from myCaseLoad and edit them electronically. Staff would no longer need to download documents and save them somewhere on their personal computer or shared drive, and upload it to MCL after it has been modified. Implementation of this module not only supports MAHS’ Federal CAP goal of moving towards electronic document management, but it will increase the speed and efficiency of MAHS staff.

Software Subscription (Maintenance and Support)

The following Software Subscription (Maintenance and Support) section applies to all MAHS products, including MI Tax Tribunal.

Maintenance and Reconfiguration Activities

Contractor shall provide software maintenance and reconfiguration activities related to the software maintenance. System Maintenance refers to regular and routine work performed by the Contractor on the web-based Case Management System (CMS) software. System Maintenance shall include any work

required to correct defects in the system operation and any routine file maintenance to update any Information required operation of the system (data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.

Contractor shall provide System Maintenance, enhancements and support services to include:

- 8:00 A.M. – 6 P.M. EST support for emails from MAHS or DTMB staff. Response must be within 30 minutes during regular business hours and within 30 minutes after the start of the next business day for response to “after hours” support calls.
- Adaptive and preventative maintenance assistance to MAHS or DTMB staff after normal business hours, as necessary and scheduled.
- Downloadable software patches and releases for use by MAHS or DTMB staff.
- Access to downloaded version of updated documentation for use by MAHS or DTMB staff.

The Contractor shall assist MAHS or DTMB staff with System Maintenance for the component parts of the system after its implementation. If the Contractor considers that any change requested by MAHS or DTMB constitutes a system enhancement which includes changes to the system that are necessary to meet new State or Federal requirements or technology requests by DTMB, Contractor must advise the MAHS and DTMB Contract Manager in writing that the Contractor considers the request a system enhancement (See Section 1.400 for processing).

Adaptive and Preventive Maintenance Activities

Adaptive and preventive maintenance refers to upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:

- Upgrades or patches of the application server, Windows components, java virtual machine, operating system, RDMBS, or other system and application software.
- Software modifications and upgrades necessary because of expiring vendor support.
- Hardware, database, or application conversions that do not modify user functionality.
- One-time loads or reformats of user data.
- Report distribution changes.
- Disaster recovery plan activities.

The changes should be transparent to the user. Adaptive release changes shall be performed on an as needed basis. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release, not to exceed a 12 month period.

Performance Maintenance Activities

Performance maintenance refers to activities to improve the performance of the application.

Performance maintenance includes the following services:

- Improve the performance, maintainability, or other attributes of an application system.
- Data table restructuring.
- Data purges and or archiving to reduce/improve data storage.
- Run time improvements.
- Replace utilities to reduce run time.

- Potential problem correction.
- Data set expansions to avoid space problems.

The Contractor shall provide assistance to MAHS or DTMB staff to perform performance maintenance activities. Performance maintenance changes will be performed on an as needed basis or, for major changes requiring significantly more time to develop, test, and implement, the changes should be completed as part of a development release or quarterly release, not to exceed a 12 month period. Activities that typically can be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).

- All maintenance will be performed by qualified personnel who are familiar with the system.
- The Contractor will provide backup software maintenance resources.
- The Contractor will provide for escalation of maintenance issues to ensure critical issues are resolved.
- The Contractor will provide remote diagnostic capabilities.
- The Contractor will provide single point of contact to report system malfunction whether malfunction is due to software or is of unknown origin. The Contractor will then be responsible for providing the appropriate remedy. Time-critical issues should also be sent to the Contractor's support desk in addition to the single point of contact
- The Contractor will make maintenance of the system available from the Contractor on an annually renewable Contract basis.
- For the first year and all subsequent Contract years The Contractor will provide the following services for the system, commencing upon installation of the deliverable(s):
 - Error Correction. Upon notice by State of a problem with the system (that can be verified), the Contractor shall use reasonable efforts to correct or provide a working solution for the problem.
 - The Contractor shall notify the State of any material errors or defects in the deliverables known, or made known to the Contractor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results.
 - The Contractor shall initiate actions, as may be commercially necessary or proper to effect corrections of any such errors or defects.

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance of the Master Contract.

DELIVERABLES:

As agreed upon in Master Contract 071B0200162.

ACCEPTANCE CRITERIA:

As agreed upon in Master Contract 071B0200162.

PROJECT CONTROL AND REPORTS:

As agreed upon in Master Contract 071B0200162.

SPECIFIC DEPARTMENT STANDARDS:

As agreed upon in Master Contract 071B0200162

PAYMENT SCHEDULE:

Please see below for the total cost for the time period of 04/12/2015 through 04/11/2016.

Description	Annual Cost	Prorated Price
MAHS – Addition of new Document Publishing module	N/A	\$ 10,800.00
MAHS – New Document Publishing module Yearly Subscription License (Valid May 1, 2015 to January 11, 2016. Cost prorated)	\$2,268.00	\$ 1,656.00
MAHS – Ongoing Annual Software Subscription (Valid: January 15, 2016 to April 11, 2016 – which includes the addition of Document Publisher module)	\$89,852.00	\$ 23,041.34
MAHS – Ongoing Medicaid Annual Software Subscription (Valid: July 7, 2015 to April 11, 2016. Cost prorated)	\$14,158.62	\$ 10,618.97
*MI TAX Tribunal – Ongoing Annual Software Subscription (Valid: June 1, 2015 to April 11, 2016. Cost prorated)	\$18,598.00	\$ 13,798.33
TOTAL	\$124,876.62	\$ 59,914.64

*Annual cost was to be \$18,598.00. It was found that the State was overcharged by \$2,040.00 prior therefore this year’s prorated renewal cost was reduced by \$2,040.00 to reflect the credit owed to the State.

For any options to renew (see Section 2.002), prices for Maintenance and Support will not be increased by more than 2% for the next five one year renewals.

Payment will be made on a yearly basis. The payment terms are Net 45 days.

STATE CONTACTS:

The designated Agency Project Manager is:

Name: Justin Padgett
 Department: MAHS
 Phone Number: 517-241-2802
 Email Address: padgettj@michigan.gov

The designated DTMB Contract Manager is:

Name: Pat Willett
 Department: DTMB Customer Service
 Area: Customer Service supporting LARA
 Phone Number: 517-284-5324
 Email Address: willettp@michigan.gov

AGENCY RESPONSIBILITIES:

As agreed upon in Master Contract 071B0200162.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

As agreed upon in Master Contract 071B0200162.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

As agreed upon in Master Contract 071B0200162.