



STATE OF MICHIGAN PROCUREMENT

Department of State

430 W. Allegan
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number 220000001411

CONTRACTOR	Employment Learning Innovations Inc.	STATE	Program Manager	Rochelle Prestage	MDOS
	2675 Paces Ferry Rd Ste 470			517.614.3828	
	Atlanta, GA 30339			PrestageR@Michigan.gov	
	Steve Paskoff		Contract Administrator	Jonathon Khon	MDOS
	770.319.7999			517.241.3886	
	paskoff@eliinc.com			Khonj@Michigan.gov	
	CV0060240				

CONTRACT SUMMARY				
DESCRIPTION: Train the Trainer program for understanding legal implications of certain workplace behaviors.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
11/22/2022	11/21/2025	2	11/21/2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
Training will be delivered in a web-based fashion or in person				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	1 year	☐		11/22/2026
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$45,000		0	\$45,000	
DESCRIPTION: Effective 8/14/2025 the State is exercising the first option year. The revised contract expiration date is 11/21/2026. Lastly, the Contractor Program Manager is updated to Kelli Christian, kchristian@eliinc.com, (770) 437-2444. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date



STATE OF MICHIGAN PROCUREMENT

Department of State

430 W. Allegan
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 220000001411

CONTRACTOR	Employment Learning Innovations Inc.	STATE	Program Manager	Rochelle Prestage	MDOS
	2675 Paces Ferry Rd Ste 470			517.614.3828	
	Atlanta, GA 30339			PrestageR@Michigan.gov	
	Steve Paskoff		Contract Administrator	Jonathon Khon	MDOS
	770.319.7999			517.241.3886	
	paskoff@eliinc.com			Khonj@Michigan.gov	
	CV0060240				

CONTRACT SUMMARY				
DESCRIPTION: Train the Trainer program for understanding legal implications of certain workplace behaviors.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
11/22/2022	11/21/2025	2		
PAYMENT TERMS		DELIVERY Training will be delivered in a web-based fashion or in person TIMEFRAME		
Net 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
Training will be delivered in a web-based fashion or in person				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$25,000		\$20,000	\$45,000	
DESCRIPTION: Effective 5/23/2024 this Contract is increased by \$20,000 for MDOS use. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

FOR THE CONTRACTOR:

Employment Learning Innovations Inc
Company Name

Stephen Paskoff

Authorized Agent Signature

Stephen Paskoff
Authorized Agent (Print or Type)

5/23/24
Date

FOR THE STATE:

Chad Bassett
Signature

Chad Bassett / Procurement Director
Name & Title

M DOS
Agency

5/28/2024
Date



STATE OF MICHIGAN PROCUREMENT

Department of State

430 W. Allegan
Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 220000001411

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Employment Learning Innovations Inc.
	2675 Paces Ferry Rd Ste 470
	Atlanta, GA 30339
	Steve Paskoff
	770.319.7999
	paskoff@eliinc.com
	CV0060240

STATE	Program Manager	Rochelle Prestage	MDOS
		517.614.3828	
		PrestageR@Michigan.gov	
	Contract Administrator	Jonathon Khon	MDOS
		517.241.3886	
		KhonJ@Michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Train the Trainer program for understanding legal implications of certain workplace behaviors.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
11/22/2022	11/21/2025	2	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☒ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
Training will be delivered in a web-based fashion or in person			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$25,000

FOR THE CONTRACTOR:

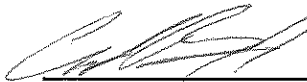
Employment Learning Innovations, Inc.
Company Name

Stephen M. Paskoff
Authorized Agent Signature

Stephen M. Paskoff
Authorized Agent (Print or Type)

11.21.2022
Date

FOR THE STATE:


Signature

Chad Bassett / Procurement Director
Name & Title

MDOs
Agency

11/22/22
Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Employment Learning Innovations (“**Contractor**”), a Georgia Corporation. This Contract is effective on November 22, 2022 (“**Effective Date**”), and unless terminated, will expire on November 21, 2025 (the “**Term**”).

This Contract may be renewed for up to 2 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:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work; the initial Statement of Work is attached as Schedule A – Statement of Work

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, manner consistent with standards in the trade, profession, or industry; (b) not interfere with the State’s operations; (c) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (d) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (e) 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; (f) 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.

- 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.

If to State:	If to Contractor:
See Contract Administrator information shown below.	Shannon Mapp 2675 Paces Ferry Rd SE, Atlanta, GA 30339 smapp@eliinc.com 336.655.6218

- Contract Administrator.** The Contract Administrator, or the individual duly authorized 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:
Jonathon Khon 430 W. Allegan Lansing, MI, 48933 KhonJ@Michigan.gov 517.241.3886	Steve Paskoff 2675 Paces Ferry Rd SE, Atlanta, GA 30339 paskoff@eliinc.com 770.319.7999

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:
Rochelle Prestage 430 W. Allegan Lansing, M, 48933 PrestageR@Michigan.gov 517.614.3828	Josh Ford 2675 Paces Ferry Rd SE, Atlanta, GA 30339 jford@eliinc.com 312.505.4379

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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) 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.

TABLE 6.1

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 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

Required Limits	Additional Requirements
\$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Automobile Liability Insurance	
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.	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate	

Required Limits	Additional Requirements

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 3 years after completion of the Contract Activities; and (c) if coverage is cancelled 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 3 years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled and not replaced with like insurance; 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 to 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. Reserved

8. Reserved

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. Intellectual Property Rights.

- 10.1. ELI® is the owner of the fair employment practice program or programs that are the subject of this Agreement (collectively, "the Program"). The "Program Materials" consist of ELI®'s unique, proprietary property including DVDs, participants' manuals, instructional methods and materials, reference materials, software applications, source codes, and printed information obtained from software applications (excluding plug-ins, runtime engines, etc. that are licensed from third party sources), which ELI® developed and which are and shall remain its exclusive intellectual property.

- 10.2. ELI® grants to the State a limited, non-exclusive, and non-transferable right and license to use the Program and the Program Materials for internal employee-training purposes.
- 10.3. It is understood and expressly agreed that the Program and any specific modifications developed for the State, along with any copies of the Program Materials, in any form, including hard copy or electronic format (i.e. software), whether created by ELI® or by the State, are and shall remain ELI®'s exclusive, copyrighted and proprietary property, and the State has no ownership interest of any kind in them, with the exception that the State retains full ownership of any materials that the State provides to ELI® in connection with modifying the Program for use by the State (e.g., the State policies, logos, etc.). The State agrees not to challenge the legitimacy of ELI®'s copyrights or trademarks regarding any and all components of the Program. If for any reason, the State or its officers, directors, employees or agents acquire or may be deemed to have acquired any rights in the intellectual property of ELI®, the State agrees that it will execute such acknowledgements, grants and assignments of rights, including all copyrights, in and to intellectual property of ELI® as ELI® may request for the purpose of evidencing, enforcing, registering or defending its worldwide ownership of such intellectual property.
- 10.4. The State warrants and agrees to take the following steps to protect the integrity of ELI®'s property:
- a) The Program shall be presented to the State employees only; Program Materials will not be used by, loaned to, or otherwise made available to personnel of other organizations or entities unless the State has first obtained the express written authorization of an officer of ELI®.
 - b) The State acknowledges that Program Materials have been designed for use by individual participants in the Program and for subsequent reference by those participants. Program Materials are licensed only for individual use and may not be shared. Program Materials may not be used by a group of participants or housed in an area where multiple people may have access to them (such as a library), except that the Intranet version of any computer-based portion of the Program may be stored on the State's Intranet so long as access is limited by the State to those who complete that portion of the Program.
 - c) It shall be a violation of this Agreement for any of the Program Materials to be delivered, duplicated or in any way used outside the context of the Program. Should the State seek to use Program Materials for any other purposes, it must obtain permission in writing from an officer of ELI®.
 - d) The quality and effectiveness of the Program depend upon the proper use of instructional methods and the Program Materials. Only instructors certified by ELI® according to its standards and in its good-faith discretion and employed by the State may present the Program unless other instructors are supplied by ELI® to the State. As a condition of certification, instructors must execute an individual licensing agreement with ELI®, the terms and conditions of which to be determined by ELI®.

- e) Instructor-participant interaction is crucial to the Program. Therefore, the State will not teach the Program with a non-certified instructor, record the Program, or show a previously videotaped session of the Program to class participants without the express written authorization of an officer of ELI®.
- f) Each participant in a classroom-based training program is required to have a participant manual. Should the State present the Program or any part of the Program without use of required participant materials, it will be liable to ELI® for the applicable per-participant charge for each participant who did not receive such materials.
- g) Each participant in an on-line based training program is required to have his or her own license for use of the on-line program. Should the State employees share a license, the State will be liable to ELI® for the applicable per participant charge for each participant who did not receive his or her own license.
- h) With regard to any Intranet version of the Program, the State shall be solely responsible for all access to and use of the Program, including all access codes, log-ons and passwords used. The State agrees to establish commercially reasonable controls and to supervise and safeguard the State's computer hardware and software systems to prevent unauthorized use by others. The State will report any violations to ELI® and cooperate with ELI® in the enforcement of this Agreement. The State will maintain records of the number of participants using Intranet versions of the Program and will provide this information to ELI® upon request.
- i) The State will not remove or obscure any copyright, trademark, or other notice from the Program.
- j) The State's obligation to protect ELI®'s intellectual property in accordance with the provisions set forth in this Agreement shall survive and remain in full force and effect following the completion or termination of this Agreement.
- k) Except as expressly authorized by this Agreement, the State may not copy, prepare derivative works, distribute without authorization, transmit, display, perform, rent, alter, sublicense, store for subsequent use, disassemble, reverse engineer the Program code, or otherwise use Program Materials, in whole or in part, for any purpose. Violation of the terms of this Agreement regarding the use or duplication of the Program or Program Materials would constitute a material breach of this license justifying the termination of the State's right to use Program Materials.
- l) All rights to the Program Materials now or hereafter known, developed or in existence, and whether or not competitive with the rights granted in this Agreement, that are not specifically granted to the State are reserved to ELI® in all forms of media throughout the world.

11. Subcontracting. Except with respect to program facilitators, Contractor may not delegate any of its obligations under the Contract without the prior written approval of

the State. Except with respect to program facilitators, 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.

- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. However, it is agreed that Contractor will not have access to any such information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, 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.
- 14. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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) 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.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. Reserved.**
- 18. Reserved**

19. Reserved

20. Warranty Period. Warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.

21. Invoices and 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 provided as specified in a Statement of Work. 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 fees are exclusive 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.

If reasonably and in good faith disputed within 5 business days of receipt of Contractor's invoice, the State has the right to withhold payment of any such disputed amounts until the parties agree as to the validity of the disputed amount. 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.

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.

22. Service Level Agreement. In lieu of liquidated damages, the parties have elected to use the Service-Level Agreement (SLA) process laid out in "Schedule A – Statement of Work Contract Activities, Paragraph 9: Service-Level Agreement (SLA)" to hold the Contractor accountable to the requirements and the service level requirements established in this Contract.

23. 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 delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period except as provided herein or if such services were rendered, or expenses incurred, in advance of the stop work order. .

24. Termination for Cause. (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent,

petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

The State may terminate this Agreement, in whole or in part, for convenience and without cause at any time upon ten (10) days' prior written notice to ELI®. In such event, the State shall be liable to pay to ELI® the charges for the terminated Services performed up to the date of termination.

ELI® may terminate this Agreement based upon the State's breach of the Agreement, provided that ELI® provides ten (10) days' written notice to the State of the basis for such notice and the breach is not cured by the State within ten (10) days' of the notice. Upon such termination of this Agreement by ELI®, the State shall be liable to pay to ELI® the charges for all Services performed prior to the date of the termination.

Upon termination of the Agreement for any reason or for no reason, any Program Materials that have not been distributed to individual participants shall be returned to ELI®.

Any termination of this Agreement by either party is without prejudice to any other rights either party may have under this Agreement or otherwise.

Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees.

25. Reserved

26. Reserved

27. Return of State Property. Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.

28. Indemnification.

ELI® agrees to indemnify, defend and hold harmless the State and its respective officers, directors, employees, agents, successors and assigns from and against any and all losses arising from any of the following:

Any third-party claim of infringement or misappropriation of intellectual property rights alleged to have occurred because of Program Materials provided by ELI® or based upon performance of the Services by ELI®; or

Any claim arising out of any willful misconduct of ELI®'s personnel or subcontractors.

Notwithstanding the above, nothing in this Agreement is intended to indemnify the State or create any liability on behalf of ELI® for any claims, demands or causes of action brought by the State employees or third parties against the State related to the subject matter of the Program (i.e., claims for harassment or discrimination filed by the State employees against the State.)

- 29. 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.
- 30. Except in the event of breach of Section 10 of this Agreement, Limitation of Liability and Disclaimer of Damages.** IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY 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. Except in the event of breach of Section 10 of this Agreement, Neither party may be held liable to the other party for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 31. 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, if such claim or suit relates to the following: (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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

32. State Data. All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State (“**State Data**”); this definition is to be construed as broadly as possible, except however that State Data shall in no case be deemed to include any data or information of Contractor, including but not limited to the Program Materials. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

33. 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, user data, and any other 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) protected 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.

b. Contractor Use of State Data. Contractor will not be provided with State Data and will not take possession of State Data. .

34. 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.

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; or, (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 or is: (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.

35. Reserved

36. Reserved

37. Reserved

38. Records Maintenance, Inspection, Examination, and Audit. Pursuant to MCL 18.1470, 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 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 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.

Notwithstanding anything herein, nothing in this section or elsewhere in this Agreement shall obviate or otherwise modify the State's obligations with respect to Contractor's intellectual property, including in connection with the Program Materials.

39. Representations and Warranties. 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) the Contract signatory has the authority to enter into this Contract; (e) 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 24, Termination for Cause.

- 40. 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.
- 41. Compliance with Laws.** Contractor shall not violate any federal, state and local laws, rules and regulations.
- 42. Reserved**
- 43. Reserved**
- 44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 45. 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.
- 46. 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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 48. 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.

- 49. 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.

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.

- 50. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 51. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Pricing

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and 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 Statement of Work; (b) second, 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE

DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

- 53. 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.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. 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.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Contract 231 220000001411

Civil Treatment Leadership Training

BACKGROUND

The Michigan Department of State (MDOS) has a mission to serve the public. MDOS' mission goals and values include fair and equitable treatment of both staff and customers, and providing diverse, inclusive, and respectful public and private spaces. This requires the ability to identify, react appropriately to, and ultimately remove inappropriate workplace actions.

MDOS is seeking a learning partner that will certify select MDOS employees in a Management Training Program to act as trainers. This learning partner will train select MDOS employees to equip leaders from all areas of the agency to prevent, detect, and correct inappropriate workplace behaviors. This must result in a measurable decrease in legal costs, productivity issues, low morale, and negative turnover.

SCOPE

MDOS is looking for a Train-The-Trainer (TTT) program that will prepare trainees to facilitate highly interactive workshops introducing a model to participants that will equip them to deal with inappropriate and sometimes illegal behaviors that occur in the workplace. This interactive training must include key components of the MDOS mission, values, goals, and objectives along with an understanding of the potential legal implications of certain behaviors.

The program must be delivered in a group setting, either in-person or virtually and will include real-life scenarios that spark discussion and a thoughtful conversation where participants will share ideas and experiences. A multi-year contract will be established to provide current and future needs for MDOS and other State Agencies.

1. Training Requirements

1.1. General Requirements

- A. The training program must include, at a minimum, the following subjects:
 - 1) Harassment, both sexual and discriminatory
 - a. How verbal and/or physical conduct could be harassment and/or illegal
 - b. The difference between discrimination and harassment
 - c. Develop a clear understanding what may constitute discriminatory or sexual harassment
 - d. Legal issues related to harassment

- 2) Manager's responsibilities
 - a. Requirements for leaders when facing complaints of harassment or discrimination
 - b. Legal requirements and ramifications when receiving and acting on complaints of harassment or discrimination
 - c. Contractor will ensure Manager's understand their "Duty to Act" when facing complaints of harassment and discrimination. Learning Points will include but are not limited to:
 - All forms of harassment and inappropriate behavior require management intervention.
 - Inaction implies that harassment is not a serious business issue and/or that the organization condones the behavior.
 - Documentation may be inadequate without getting help.
 - Violations of the law and/or policy supersede the trust and bond between a manager and employee.

- 3) Abusive behavior vs. illegal behavior
 - a. Actions and behaviors that may cost you your job and which ones may cost you much more
 - b. How to respond to accusations of abusive and/or illegal behavior on your team
 - c. How to prevent employees from engaging in abusive and/or illegal behavior
 - d. There will be simulations and case studies through facilitation that will help managers understand that actions and behaviors may not only cost them their jobs but could go into further personal liability. Learning points will include but are not limited to:
 - Bullying behavior is not an effective or acceptable management style or performance management method
 - Behavior that is not illegal may still harm the workplace environment and put the organization at risk.
 - have a responsibility to address inappropriate workplace behaviors.

- 4) Inappropriate workplace conversations
 - a. What do you do when everyone else finds it funny, but you are uncomfortable?
 - b. Legal issues with inappropriate workplace conversations.
 - c. Simulations of potentially inappropriate workplace conversations
 - Content will be delivered in a 2-part module with simulations on inappropriate workplace conversation and how to speak up and apply a "JustTalk" Model

- Inappropriate mutual banter may negatively impact the work environment.
 - Managers must act on inappropriate behavior even if no one appears offended.
 - Employees should speak up directly to their colleagues about inappropriate behavior if they are comfortable doing so.
- 5) Speaking up about workplace concerns
- a. Activities protected under the law
 - b. How to respond if you think you have been retaliated against
 - c. What constitutes retaliation
 - d. Understanding the difference between retaliation and accountability
 - e. Sexual harassment involves unwelcome sexual advances, requests for sexual favors, or other related conduct that a reasonable person would consider intimidating, hostile, or abusive
 - f. Inappropriate comments and actions may taint the legitimacy of business decisions.
 - g. Retaliation occurs when an employee is disciplined or fired or the person(s) employment is adversely affected because the person(s) raised a complaint, participated in an investigation, or took legal action.
 - h. Leaders should never take adverse action against an employee for raising a complaint in good faith.
- 6) Electronic communications / social media use
- a. How social media impact the workplace?
 - b. How to address employee behaviors on social media – what is legally permissible and what is not
 - MDOS will work with the Contactor to share the social media policy to determine what is and is not permitted
- 7) Hostile work environment
- a. How to spot a toxic work environment
 - Learning points included but not limited to definitions and explanations of Hostile Work Environments. Behaviors that may fall under Contractors “Uncivil Behavior Triangle” can lead to a toxic work environment. Contractor will give the opportunity to discuss behaviors that contribute to toxic work environments and what to do to contribute to a values-based culture.
- 8) Help! When to ask for assistance
- “Get Help” is a component of Civil Treatment and will be reinforced throughout the training. There will be experts and policy for assistance.
- 9) Proper documentation of behaviors for fair and legal accountability

- The training will go into detail effective documentation, components of effective documents, and why documentation is important but why documentation alone might not be enough to change behavior. This will allow proper documentation of behaviors to ensure a fair and legally accountable culture.
- 10) Going to court
- a. Tactics and questions that attorneys will use in a harassment lawsuit?
 - b. The consequences of not knowing or ignoring employment law.
 - c. Become comfortable in the courtroom by engaging in simulated courtroom activities or viewing and discussing actual courtroom activities.
 - This will include a courtroom simulation with a cross examination that will illustrate tactics and questions that attorneys might use in a harassment suit.
 - The consequences of ignoring law while becoming comfortable in the courtroom by engaging in simulated courtroom activities or viewing and discussing actual courtroom activities.
- B. The Contractor must certify that the MDOS trainers will be capable of providing equivalent training to newly promoted MDOS leaders
- The Contractor must provide a level of training that is transferable between managerial and non-managerial employees.
 - MDOS will be capable of facilitating the licensed learning to both managerial and non-managerial employees. However, they will not be able to Certify MDOS personnel in their own Train the Trainer.
- C. An option to offer a refresher training is required. The need will be determined by Department of State senior leadership.
- Contractor will take a consultative approach to ensure that the refresher content aligns with State objectives
- D. Train the Trainer
- 1) Must include participatory group simulations
 - 2) Contractor will certify a group of MDOS Trainers as qualified to instruct others
 - 3) The training should be completed within two consecutive workdays; must include information in project plan/schedule if more/less time is required
 - 4) Training must be delivered during normal SOM business hours
 - 5) Materials, workbooks, etc., in electronic format, maintain a URL for MDOS to continuously download as needed, for training

Daily Overview of Certification Program Agenda

- Hybrid Virtual Certified Instructor Program

WELCOME

3 WEEKS BEFORE START

Participant receives a welcome email outlining credentials to log into ELI's LMS and mandatory pre-work.

- Introductions
- Watch Demo Video
- Prepare for Practice Teach Back #1
- Methods Activity
- Certification Levels

DAY 1

AM SESSION 10AM - 1PM ET

- Welcome and Ice Breaker
- Deep Dive into Program Modules with Different Activities

PM SESSION 2PM - 4:30PM ET

Breakout Case study and Discussion: Virtual Facilitation
Best Practices and Overcoming Technical Challenges

HOMEWORK

- Finishing Touches on Practice Teach Back #1
- Sustainability Overview

DAY 2

AM SESSION 10AM - 1PM ET

- Why CT/PGW?
- Personalizing Through Storytelling
- Practice Teach Back #1

PM SESSION 2PM - 4:30PM ET

- Practice #1 (continued)
- Virtual Program Demo and Practice Reflection Discussion
- Leader/Employee Program Comparisons

HOMEWORK

- Challenging Behaviors Activity
- Finishing Touches on Practice Teach Back #2

DAY 3

AM SESSION 10AM - 1PM ET

- Conceptual Resistance
- Practice Teach Back #1 with Challenging Behavior

PM SESSION 2PM - 4:30PM ET

- Breakout Discussion– Comparing vILT/ILT Facilitation and Modules
- Burning Questions
- One-on-One Feedback

POST-WORK

ALL ASSIGNMENTS COMPLETED WITHIN 1 WEEK OF
CERTIFICATION CONCLUSION

- All assignments submitted
- LMS Access Suspended
- Final Certification Assessment Certificate and Certification Level Form Sent when all Assignments Completed

Training Materials - Following the Certification (TTT) – Licensed training participant materials (required for participants of training done by certified MDOS Trainers) will be available for purchase

- E. The training must be based on the experiences of experts in the field of employment law and the guidelines and requirements of the Equal Employment Opportunity Commission (EEOC). The Contractor must have knowledge and a minimum of 5 years of experience with providing training with all the listed topics and activities at a state or federal level to managers on: EEOC litigation, employment law best practices, and employment law legal proceedings.

Contractor Response:

The EEOC's Select Task Force on the Study of Harassment in the Workplace (2016) prompted ELI to look at our current versions of Civil Treatment. These new government-specific versions of Civil Treatment not only respond and acknowledge the EEOC report, but also strengthen and bolster the role of bystanders in the workplace. ELI also incorporates EEOC 508(c) compliance guidance for accessibility in the workplace by using closed captions in all our government videos for leaders and employees.

ELI has partnered with our current federal clients and engaged the services of federal workplace subject-matter experts to create two learning solutions that best reflect your unique work environment.

F. Learning Outcomes

The training must utilize proven adult learning methodologies to ensure that managers and supervisors are knowledgeable of policies and procedures related to fair employment. The training will equip managers and supervisors to act in ways that both demonstrate and establish expectations for employee behaviors. Behaviors are expected to be consistent with values of civility, dignity, and respect. In addition, leaders will have a clear understanding of how certain behaviors could turn into legal liabilities and not only damage the name and reputation of MDOS but could also potentially lead to personal and financial liability.

2. Service Requirements

2.1. Timeframes

All Contract Activities must be delivered as designated by State Program Manager or designee. The receipt of order date is pursuant to the **Notices** section of the Standard Contract Terms.

2.2. Delivery

This Training will be delivered in a web-based fashion or in person. If web-based, the Contractor will work with MDOS and Civil Service to present this training on their platform.

3. Acceptance

3.1. Acceptance, Inspection, and Testing

The State will use the following criteria to determine acceptance of the Contract Activities: Payment

4. Staffing

4.1. Contractor Representative

The Contractor must appoint a Project Manager specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities within 24 hours, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 5 calendar days before removing or assigning a new Project Manager.

Josh Ford
ELI Inc.
312-505-4379
jford@eliinc.com
2675 Paces Ferry Rd
Ste 470
Atlanta GA 30339

4.2. 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:
Jonathon Khon 430 W. Allegan Lansing, MI 48933 KhonJ@Michigan.gov 517.241.3886	Steve Paskoff 2675 Paces Ferry Rd Ste 470 Atlanta GA 30339 jpaskoff@eliinc.com 770.319.7999

4.3. 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:
Rochelle Prestage 430 W. Allegan Lansing, MI 48933 PrestageR@Michigan.gov 517.614.3828	Josh Ford 2675 Paces Ferry Rd Ste 470 Atlanta GA 30339 jford@eliinc.com 312.505.4379

4.4. Customer Service Toll-Free Number

800-497-7654 is the toll-free number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST.

4.5. Work Hours

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST

4.6. Key Personnel

The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State’s Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel’s employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which

the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an “Unauthorized Removal Credit”):

- (i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$5,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel’s removal.
- (ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$5,000.00 credit specified above, Contractor will credit the State \$150.00 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$7,500.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$10,000.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State’s option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

- A. The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following
 - 1. Name and title of staff that will be designated as Key Personnel.
 - 2. Key Personnel years of experience in the current classification.
 - 3. Identify which of the required key personnel positions they are fulfilling.
 - 4. Key Personnel’s roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
 - 5. Identify if each Key Personnel is a direct, subcontract, or contract employee.

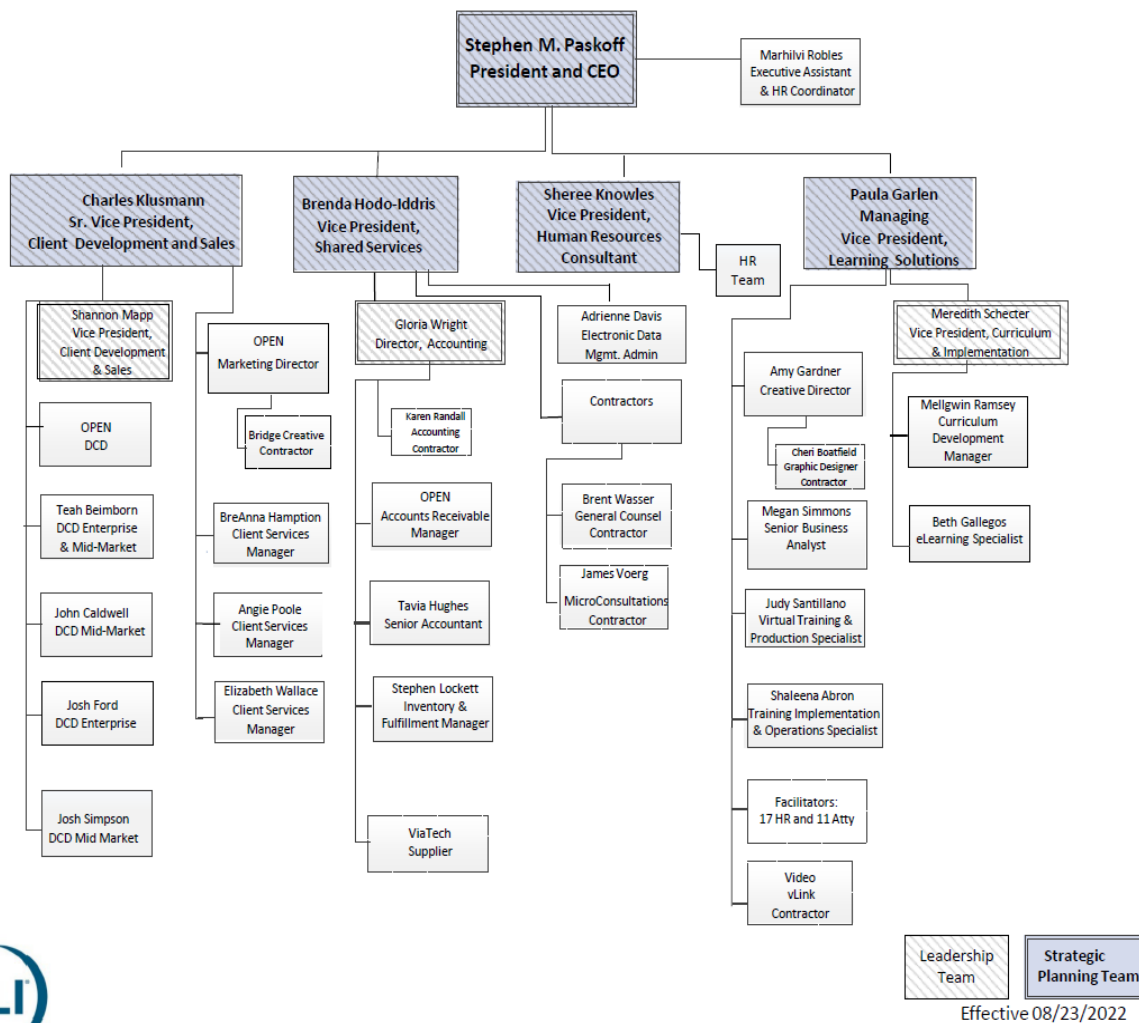
6. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
7. List each Key Personnel staff member's length of employment or affiliation with the Contractor's organization.
8. Identify each Key Personnel's percentage of work time devoted to this Contract.
9. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

<Add more rows below as needed>

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract / Contract	5. % of Work Time	6. Physical Location
Josh Ford	9 years	Program Manager	Direct		Atlanta,GA

4.7. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.



Effective 08/23/2022

4.8. Disclosure of Subcontractors

The Contractor will not be utilizing subcontractors.

4.9. Security

The Contractor will be subject to the following security procedures:

The Contractor's staff may be required to train at State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

5. Project Management

5.1. Project Plan

Project Plan, Meetings, and Reports

- Contractor must provide a project plan within 15 calendar days of signed contract/change notice to the MDOS Program Manager for approval
- Contractor must attend a kickoff meeting for the Statement of Work (to be scheduled by MDOS)

- Contractor must attend quarterly status meetings (to be scheduled by MDOS). MDOS project manager reserves the right to add or remove meetings as needed

The Contractor will carry out this project under the direction and control of the Program Manager. Within 15 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

5.2. Meetings

The Contractor must attend the following meetings:

Kick off meeting within 15 calendar days of effective date. The State may request other meetings, as it deems appropriate.

5.3. Reporting

The Contractor must submit a certificate of completion report to the Program Manager as requested.

- Completion certificates and reports are available for both participants of the TTT and participants of the learning the MDOS Trainers will provide. Certificates of Completion will be shared upon award.

6. Pricing

6.1. Price Term

Pricing is firm for the entire length of the Contract.

6.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

7. Ordering

7.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO)

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) Contractor-generated invoice number and (h) total price. Overtime, holiday pay, and travel expenses will not be paid.

8.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT).

8.3. Procedure

Contractor must send invoices to MDOS-SOS-Paymentprocess@Michigan.gov.

Payment will be made upon the Project Manager's acceptance of the services rendered.

9. Service-Level Agreement (SLA)

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1.	Timely Training
Definition and Purpose	All training and material must be delivered on time without Contractor cancellation unless prior approval by State Program Manager or designee in writing.
Acceptable Standard	1. All training must occur in accordance with the approved delivery schedule 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	1. \$500 for noncompliance (first offense) 2. \$500 (second offense) 3. \$1000 (third offense) Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.

SLA Metric 1.	Timely Training
	At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.

SCHEDULE B - PRICING

Service or Product	Size / Length of Session	Price
Web-Based Group Train the Trainer Service	4-7 Participants / 3 Days	\$17,000 for up to 5 Participants. Additional participants over 5 are \$4000 per participant
In-Person Group Train the Trainer Service	4-7 Participants / 3 Days	\$20,000 for up to 5 participants. Additional participants over 5 are \$4000 per participant
Required Web Based Training Materials for MDOS Facilitator to train MDOS Leaders	Our recommendation would be to cap the class size at 25 participants. 2.5 hrs	CTWL (Civil Treatment™ Workplace for Leaders) Per Participant Kit Cost - \$95
Required Web Based Training Materials for MDOS Facilitator to train MDOS Employees	Our recommendation would be to cap the class size at 25 participants. 2 hrs	CTWE (Civil Treatment™ Workplace for Employees) Per Participant Kit Cost - \$45
Required In-Person Training Materials for MDOS Facilitator to train MDOS Leaders	Our recommendation would be to cap the class size at 25 participants. 4.5 hrs	CTWL Per Participant Kit Cost - \$105
Required In-Person Training Materials for MDOS Facilitator to train MDOS Employees	Our recommendation would be to cap the class size at 25 participants. 2.5 hrs	CTWE Per Participant Kit Cost - \$50