



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 210000000044

|                   |                                  |
|-------------------|----------------------------------|
| <b>CONTRACTOR</b> | Common Ground                    |
|                   | 1200 N Telegraph Road, Bldg. 32E |
|                   | Pontiac, MI 48341                |
|                   | Heather Rae                      |
|                   | 248-451-3747                     |
|                   | hrae@commongroundhelps.org       |
|                   | VCGS1410                         |

|                        |                               |                  |       |
|------------------------|-------------------------------|------------------|-------|
| <b>STATE</b>           | <b>Program Manager</b>        | Jon Villasurda   | MDHHS |
|                        |                               | 517-230-9707     |       |
|                        | villasurdaj@michigan.gov      |                  |       |
|                        | <b>Contract Administrator</b> | Chelsea Lugibihl | DTMB  |
| 517-643-7006           |                               |                  |       |
| lugibihlc@michigan.gov |                               |                  |       |

**CONTRACT SUMMARY**

MICAL CRISIS COMMAND CENTER STAFFING SERVICES

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| November 17, 2020      | March 31, 2024          | 3 - 1 Year                | March 31, 2024         |

| PAYMENT TERMS | DELIVERY TIMEFRAME |
|---------------|--------------------|
| NET30         | N/A                |

| ALTERNATE PAYMENT OPTIONS   | EXTENDED PURCHASING   |
|---|---|
| <input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

| OPTION                   | LENGTH OF OPTION       | EXTENSION                          | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> | N/A                    | <input type="checkbox"/>           | N/A                 | March 31, 2024    |
| CURRENT VALUE            | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE |                     |                   |
| \$7,500,000.00           | \$6,500,000.00         | \$14,000,000.00                    |                     |                   |

**DESCRIPTION**

Effective July 28th, 2021, the following amendments are incorporated into the Contract:

1. This Contract is increased by \$6,500,000.00.
2. The attached changes in CN1 - Amendment to Schedule A is added to make changes to the Michigan Crisis and Access Line requirements and add requirements for the First Responder Project per Section 1911 of PA 166 of 2020.
3. Schedule B - Pricing is replaced with the attached Schedule B - Pricing.
4. The contact for Notices (Standard Contract Terms, Section 6) and the Contract Administrator is updated to Chelsea Lugibihl, LugibihlC@michigan.gov, 517-643-7006.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on July 27, 2021.

## CN1 – Amendment to Schedule A

- Changes to Schedule A, Section 1)c) Operational Performance:
  - Add the following language to subpart ii: Contractor will operate a statewide First Responder and Public Safety Staff Mental Health services per the requirements of Section 1911 of PA 166 of 2020.
  - Under 1)c)ii), add new sub-sub part (5) to read as follows: (5) **First Responder and Public Safety Staff Line**: Operate a statewide line to provide first responder and public safety staff mental health and crisis supports, including but not limited to:
    - Research best practices for first responder and public safety staff lines
    - Obtain feedback from people with lived experience
    - Engage with OCCRO and other pertinent stakeholders
    - Provide phone, chat, and/or text support to first responders and public safety staff; refer to National Line after hours
    - Refer callers as appropriate to other department vendors effectuating this project
    - Utilize volunteers if feasible/appropriate
    - Provide training to call responders following NSPL guidelines (96 hours plus)
- Changes to Schedule A, Section 11) Invoice and Payment
  - Replace subpart a) to read as follows:
    - a) Invoice Requirements: All invoices should be submitted to the State monthly by the 30<sup>th</sup> calendar day of the month following the month when services were rendered and must include:
      - i) Dates of beginning and end of invoice period.
      - ii) Delivery Order (DO) number
      - iii) Description of contract activities
      - iv) Pricing for contract activities
      - v) Total monthly invoice cost
      - vi) Overtime, holiday pay, and travel expenses will not be paid.
  - Add new sub-part c) to read as follows:
    - c) Payment Terms
      - i) The State will reimburse the Contractor on a net cost basis for the MiCAL Pilot (FY21), MiCAL Full Operations (FY22 and beyond), and the First Responder (FY21) projects in accordance with the net cost budgets cited in Schedule B, including:
        - MiCAL Pilot Net Cost Budget (FY21)
        - MiCAL Full Operations Net Cost Budget (FY22 and beyond)
        - First Responder Net Cost Budget (FY21)

- ii) The Contractor must adhere to the annual budget amounts specified for each project category as cited in Schedule B. The project categories by project are stated as follows:
  - MiCAL Pilot Net Cost Budget (FY21) and MiCAL Full Operations Net Cost Budget (FY22 and beyond)
    - MiCAL Operations
    - Administration
    - Equipment/Supplies
  - First Responder Net Cost Budget (FY21)
    - FR Crisis Support
    - Program Planning and Coordination
    - Administration
    - Equipment/Supplies
    - FR Contingency
  
- iii) Category exceptions and adjustments: in general category amounts may be adjusted when agreed to in writing and signed by the State Program Manager and the Contractor. Specific adjustment and exceptions by project are as follows:
  - MiCAL Pilot Net Cost Budget (FY21) and MiCAL Full Operations Net Cost Budget (FY22 and beyond)
    - Category adjustments made by the Contractor from Administration and/or Equipment/Supplies to MiCAL Operations are allowed without prior written approval from the State.
    - Category adjustments made by the Contractor from MiCAL Operations to Administration and/or Equipment/Supplies must have prior written approval from the State.
  - First Responder Net Cost Budget (FY21)
    - Category adjustments made by the Contractor from Administration and/or Equipment/Supplies and/or Program Planning and Coordination to FR Crisis Support are allowed without prior written approval from the State.
    - Category adjustments made by the Contractor from FR Crisis Support to Program Planning and Coordination and/or Administration and/or Equipment/Supplies must have prior written approval from the State.
    - FR Contingency: adjustments made by the Contractor from FR Contingency to FR Crisis Support are allowed without prior written approval from the State;

adjustments made by the Contractor from FR Contingency to Program Planning and Coordination and/or Administration and/or Equipment/Supplies must have prior written approval from the State.

- iv) Invoices must be forwarded to the MDHHS Bureau of Finance and Accounting at MDHHS-CPU@michigan.gov by the 30th day of the following month.

**Schedule B - Pricing**

**MiCAL Project**

- MiCAL Pilot Budget (FY21)

| <b>PILOT Staffing (FY21)</b>   | <b>FTE for 24/7</b> | <b>Rates</b> | <b>Cost</b>         |
|--|---------------------|--------------|---------------------|
| Crisis Specialist (average of Masters, Bachelors, High School with Training) | 8.0                 | \$ 65,624    | \$ 524,992          |
| Peers (Recovery Coach, Support Specialists, etc.)                            | 18.0                | \$ 53,290    | \$ 959,213          |
| Shift Supervisor   | 3.0                 | \$ 90,314    | \$ 270,941          |
| Chief Program Officer  | 0.3                 | \$ 147,420   | \$ 36,855           |
| Program Director   | 1.0                 | \$ 113,402   | \$ 113,402          |
| Outreach Specialist  | 1.0                 | \$ 78,624    | \$ 78,624           |
| Training Specialist  | 1.0                 | \$ 68,141    | \$ 68,141           |
| QA/Data Analyst  | 1.0                 | \$ 66,706    | \$ 66,706           |
| Program Assistant  | 1.0                 | \$ 55,037    | \$ 55,037           |
| <b>Subtotal Operations</b>   | <b>34.3</b>         |              | <b>\$ 2,173,910</b> |
| <b>Administration (10%) (includes CRM/IT, HR, Finance)</b>                   |                     |              | <b>\$ 217,391</b>   |
| <b>Equipment/Supplies</b>  |                     |              | <b>\$ 82,000</b>    |
| <b>MiCAL Pilot Operational Budget (prorated at 75%)</b>                      | <b>34.3</b>         |              | <b>\$ 1,875,476</b> |

- MiCAL Pilot Net Cost Budget (FY21)

| <b>MiCAL Staffing Category (FY21 Pilot)</b> | <b>FTE</b> | <b>Cost</b>         |
|---|------------|---------------------|
| MiCAL Operations                            | 34.3       | \$ 1,630,432        |
| Administration                              |            | \$ 163,043          |
| Equipment/Supplies                          |            | \$ 82,000           |
| <b>Pilot Budget Total (FY21)</b>            |            | <b>\$ 1,875,476</b> |

- MiCAL Full Operations Budget (FY22 and beyond)

| <b>FULL OPERATIONS Staffing</b>  | <b>FTE for 24/7</b> | <b>Rates</b> | <b>Cost</b>  |
|--|---------------------|--------------|--------------|
| Crisis Specialist (average of Masters, Bachelors, High School with Training) | 39.0                | \$ 66,923    | \$ 2,610,011 |
| Peers (Recovery Coach, Support Specialists, etc.)                            | 18.0                | \$ 53,290    | \$ 959,213   |
| Shift Supervisor   | 6.0                 | \$ 92,102    | \$ 552,611   |
| Chief Program Officer  | 0.3                 | \$ 147,420   | \$ 36,855    |
| Program Director   | 1.0                 | \$ 115,647   | \$ 115,647   |
| Outreach Specialist  | 1.0                 | \$ 78,624    | \$ 78,624    |

|  |             |    |        |           |                  |
|--|-------------|----|--------|-----------|------------------|
| Training Specialist  | 1.0         | \$ | 68,141 | \$        | 68,141           |
| QA/Data Analyst  | 1.0         | \$ | 68,026 | \$        | 68,026           |
| Program Assistant  | 1.0         | \$ | 55,037 | \$        | 55,037           |
| <b>Subtotal Operations</b>                                 | <b>68.3</b> |    |        | <b>\$</b> | <b>4,544,165</b> |
| <b>Administration (10%) (includes CRM/IT, HR, Finance)</b> |             |    |        | <b>\$</b> | <b>454,417</b>   |
| <b>Equipment/Supplies (2%)</b>                             |             |    |        | <b>\$</b> | <b>81,795</b>    |
| <b>TOTAL</b>   | <b>68.3</b> |    |        | <b>\$</b> | <b>5,080,377</b> |

- MiCAL Full Operations Net Cost Budget (FY22)

| MiCAL Staffing Category (FY22 and beyond)     | FTE  | Cost                |
|---|------|---------------------|
| MiCAL Operations                              | 68.3 | \$ 4,544,165        |
| Administration                                | -    | \$ 454,417          |
| Equipment/Supplies                            |      | \$ 81,795           |
| <b>Full Operations Budget Total (FY22 - )</b> |      | <b>\$ 5,080,377</b> |

#### First Responder (FR) Project

- First Responder Net Cost Budget (FY21)

| First Responder Staffing (FY21)       | FTE | Cost              |
|---------------------------------------|-----|-------------------|
| FR Crisis Support                     | 1.0 | \$ 85,000         |
| Program Planning and Coordination     | 4.0 | \$ 340,049        |
| Administration                        |     | \$ 42,505         |
| Equipment/Supplies                    |     | \$ 10,000         |
| <b>FR Budget Prorated for Q4 FY21</b> |     | <b>\$ 126,888</b> |
| <b>FR Contingency Q4 FY21</b>         |     | <b>\$ 373,112</b> |
| <b>FR Budget Total (FY21)</b>         |     | <b>\$ 500,000</b> |



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management & Budget  
 Central Procurement Services  
 525 W. Allegan St., 1<sup>st</sup> Floor. NE, Lansing, MI 48913  
 P.O. Box 30026, Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **210000000044**  
 between  
 THE STATE OF MICHIGAN  
 and

|                   |                                  |
|-------------------|----------------------------------|
| <b>CONTRACTOR</b> | Common Ground                    |
|                   | 1200 N Telegraph Road, Bldg. 32E |
|                   | Pontiac, MI 48341                |
|                   | Heather Rae                      |
|                   | 248-451-3747                     |
|                   | hrae@commongroundhelps.org       |
|                   | VCGS1410                         |

|                      |                          |                |      |
|----------------------|--------------------------|----------------|------|
| <b>STATE</b>         | Program Manager          | Jon Villasurda | DHHS |
|                      |                          | 517-230-9707   |      |
|                      | villasurdaj@michigan.gov |                |      |
|                      | Contract Administrator   | Doug Glaser    | DTMB |
| 517-898-3982         |                          |                |      |
| glaserd@michigan.gov |                          |                |      |

| <b>CONTRACT SUMMARY</b>   |                         |                           |   |
|---|-------------------------|---------------------------|---|
| <b>DESCRIPTION: MiCAL Crisis Command Center Staffing Services</b>   |                         |                           |   |
| INITIAL EFFECTIVE DATE  | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |
| 11/17/2020  | 3/31/2024               | 3, 1-Year Terms           | 3/31/2024   |
| PAYMENT TERMS   |                         | DELIVERY TIMEFRAME        |   |
| Net 30  |                         | N/A                       |   |
| ALTERNATE PAYMENT OPTIONS   |                         |                           | EXTENDED PURCHASING   |
| <input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other   |                         |                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS   |                         |                           |   |
| N/A   |                         |                           |   |
| MISCELLANEOUS INFORMATION   |                         |                           |   |
| <b>THIS IS NOT AN ORDER. This Contract Agreement is awarded based on RFP# 20000001867 and related negotiations. Orders for services will be issued directly by DHHS through the issuance of a Delivery Order (DO) form.</b> |                         |                           |   |
| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION   |                         |                           | <b>\$7,500,000.00</b>   |

**FOR THE CONTRACTOR:**

**Common Ground**

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

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

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

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

**FOR THE STATE:**

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

\_\_\_\_\_  
**Name & Title**

**DTMB, Central Procurement Services**

\_\_\_\_\_  
**Agency**

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





# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Common Ground (“**Contractor**”), a Michigan non-profit 501(c)3 corporation. This Contract is effective on 11/17/2020 (“**Effective Date**”), and unless terminated, expires on 03/31/2024.

This Contract’s initial term is for an approximate **3-year and 4-month period and may be renewed for up to 3 additional 1- year period(s)**. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

1. **Definitions.** For the purposes of this Contract, the following terms have the following meanings:

“**Accept**” has the meaning set forth in **Section 20**.

“**Acceptance**” has the meaning set forth in **Section 20**.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 33**.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

“**Business Owner**” is the individual appointed by the agency buyer to (a) act as the agency’s representative in all matters relating to the Contract, and (b) co-sign off on notice of Acceptance. The Business Owner will be identified in the Statement of Work.

“Change” has the meaning set forth in **Section 5**.

“Change Notice” has the meaning set forth in **Section 5**.

“Change Contract” has the meaning set forth in **Section 5**.

“Change Request” has the meaning set forth in **Section 5**.

“Confidential Information” has the meaning set forth in **Section 1.h**.

“**Configuration**” means State-specific changes made to the Software without Source Code or structural data model changes occurring.

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

“**Contract Activities**” refers to the includes the Services, Deliverables, delivery of commodities, or other contractual requirements set forth in **Schedule A – Statement of Work**, including any subsequent Statement(s) of Work, that the Contractor agrees to provide and the State agrees to purchase pursuant to the terms of this Contract.

“**Contract Administrator**” is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party’s Contract Administrator will be identified in the Statement of Work.

“**Contractor**” has the meaning set forth in the preamble.

“**Contractor’s Bid Response**” means the Contractor’s Contract submitted in response to the State’s requests to obtain Contract Activities.

“**Contractor Personnel**” means all employees of Contractor or any Permitted Subcontractors involved in the performance of Services hereunder.

“**Deliverables**” means all materials, including, but not limited to Software, Documentation, written materials and commodities, that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in **Schedule A - Statement of Work**.

“**Dispute Resolution Procedure**” has the meaning set forth in **Section 55**.

“**Documentation**” means all generally available documentation relating to the Software, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Software or Hosted Services (as defined in **Schedule D**), including any functionality, testing, operation or use thereof.

“**DTMB**” means the Michigan Department of Technology, Management and Budget.

“**Effective Date**” has the meaning set forth in the preamble.

“**Fees**” means collectively all fees collected by the Contractor pursuant to the terms of this Contract.

“**Financial Audit Period**” has the meaning set forth in **Section 42**.

“**Force Majeure**” has the meaning set forth in **Section 54**.

“**HIPAA**” has the meaning set forth in **Section 47**.

“**Intellectual Property Rights**” means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

“**Key Personnel**” means any Contractor Personnel identified as key personnel in **Schedule A – Statement of Work**.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“**Loss or Losses**” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Maintenance Release**” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

“**New Version**” means any new version of the Software that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“**Permitted Subcontractor**” has the meaning set forth in **Section 13**.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“**Pricing**” means any and all fees, rates and prices payable under this Contract, including pursuant to any Schedule or Exhibit hereto.

“**Pricing Schedule**” means the schedule attached as **Schedule B**, setting forth the Fees, rates and Pricing payable under this Contract.

“**Program Manager**” is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of Acceptance of the Deliverables. Each party's Program Manager will be identified in the Statement of Work.

“**Representatives**” means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

“**CONTRACT**” means the State's request designed to solicit responses for Contract Activities under this Contract.

“**Software**” means Contractor's software set forth in the Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract and the License Agreement.

“**Services**” means any of the services Contractor is required to or otherwise does provide under this Contract, **Schedule A** - Statement of Work, **Schedule C** - Software Terms for On-site Hosting (if applicable), and **Schedule E** – Contractor Hosted Software and Services (if applicable).

“**Source Code**” means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

“**Site**” means the physical location designated by the State in, or in accordance with, this Contract or the Statement of Work for delivery or installation of the Contract Activities.

“**State**” means the State of Michigan.

“**State Data**” has the meaning set forth in **Section 1.a**.

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

“**Statement of Work**” means any statement of work entered into by the parties and attached as a schedule to this Contract. The initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedules A-1, A-2, A-3, etc.

“**Stop Work Order**” has the meaning set forth in **Section 27**.

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

“**Third Party**” means any Person other than the State or Contractor.

“**Transition Period**” has the meaning set forth in **Section 31**.

“**Transition Responsibilities**” has the meaning set forth in **Section 31**.

“**Unauthorized Removal**” has the meaning set forth in **Section 15**.

“**Unauthorized Removal Credit**” has the meaning set forth in **Section 15**.

“**Warranty Period**” means the period set forth in Schedule A, the Statement of Work, commencing on the date of acceptance of all Deliverables purchased pursuant to the terms of this Contract.

“**Work Product**” means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to written materials, computer scripts, software configuration, software customization, APIs, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract. Work Product does not include software.

2. **Duties of Contractor.** Contractor must perform the Services and provide the Deliverables described in **Schedule A – Statement of Work**. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

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

Contractor must 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.

3. **Statement(s) of Work.** Contractor shall provide the Contract Activities pursuant to Statements of Work entered into under this Contract. No Statement of Work shall be effective unless signed by each party's Contract Administrator. The term of each Statement of Work shall commence on the parties' full execution of the Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and attached as a schedule to this Contract. The State shall have the right to terminate such Statement of Work as set forth in **Sections 25** and **26**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work is strictly required.
4. **Statement of Work Requirements.** Each Statement of Work may include the following: (a) names and contact information for Contractor's Contract Administrator, Program Manager and Key Personnel; (b) names and contact information for the State's Contract Administrator, Program Manager and Business Owner; (c) a detailed description of the Services to be provided under this Contract, including any training obligations of Contractor; (d) a detailed description of the Deliverables to be provided under this Contract; (e) a description of all liquidated damages associated with this Contract, if any; and (f) a detailed description of all State Resources, if any, required to complete the Implementation Plan, if such a Plan is necessary.

5. **Change Control Process.** The State may at any time request in writing (each, a “Change Request”) changes to the Statement of Work, including changes to the Contract Activities (each, a “Change”). Upon the State’s submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 5**. No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.
6. **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:           |
|---------------------------------|-----------------------------|
| Doug Glaser                     | Common Ground- Heather Rae  |
| 525 W. Allegan St. 1st Floor NE | 1410 S. Telegraph Rd.       |
| PO Box 30026                    | Bloomfield Hills, MI        |
| Lansing, MI 48909               | hrael@commongroundhelps.org |
| glaserd@Michigan.gov            | 248-451-3747                |
| 517-898-3982                    |                             |

7. **Reserved.**

8. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Contractor's or subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

| Required Limits   | Additional Requirements  |
|---|--|
| <b>Commercial General Liability Insurance</b>   |  |
| <u>Minimum Limits:</u><br>\$1,000,000 Each Occurrence Limit<br>\$1,000,000 Personal & Advertising Injury Limit<br>\$2,000,000 General Aggregate Limit<br>\$2,000,000 Products/Completed Operations                    | Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04. |
| <b>Automobile Liability Insurance</b>   |  |
| If one or more vehicles are used to perform the Contract Activities, Contractor must maintain motor vehicle liability coverage for bodily injury and property damage as required by law for the term of the Contract. |  |
| <b>Workers' Compensation Insurance</b>  |  |
| <u>Minimum Limits:</u>  | Waiver of subrogation, except where waiver is prohibited by law.   |

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|---|--|
| Coverage according to applicable laws governing work activities.  |  |
| <b>Employers Liability Insurance</b>  |  |
| <u>Minimum Limits:</u><br>\$500,000 Each Accident<br>\$500,000 Each Employee by Disease<br>\$500,000 Aggregate Disease. |  |
| <b>Privacy and Security Liability (Cyber Liability) Insurance</b>   |  |
| <u>Minimum Limits:</u><br>\$1,000,000 Each Occurrence<br>\$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. |

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

Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within five (5) business days if any policy is cancelled; and (iv) 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).

9. **Reserved.**

10. **Reserved.**

11. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

12. **Intellectual Property Rights.** Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Work Product produced as part of the Contract Activities, and all associated intellectual property rights, if any. In general, Work Product constitutes works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Work Product, and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Work Product, including all intellectual property rights therein. Contractor also irrevocably waives any and all claims Contractor may have now or hereafter have in any jurisdiction to so called "moral rights" or rights of *droit moral* with respect to the Work Product. If Contract Activities includes the purchase or use of software, such purchase, use, or access to Software shall be subject to **Schedules B and C or D** of this Contract.

13. **Subcontracting.** Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services. The State's approval of any such Third Party (each approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will: (a) be responsible and liable for the acts and omissions of each such Permitted Subcontractor (including such Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees; (b) name the State a third party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services; (c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and (d) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.
14. **Staffing.** Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
15. **Key Personnel.** If, in the sole discretion of the State, Key Personnel are required to complete the Contract Activities, such Key Personnel shall be identified in **Schedule A - Statement of Work**. 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 Program 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.

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 Section **Error! Reference source not found.**

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 **Section 28**, Contractor will issue to the State an amount set forth in **Schedule A – Statement of Work** (each, an "**Unauthorized Removal Credit**").

16. **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. 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, 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.
17. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
18. **Change of Control.** Contractor will notify within 30 days of any public announcement, or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation

of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

19. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
20. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 28** Termination for Cause.

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

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

21. **Reserved.**
22. **Reserved.**
23. **Reserved.**
24. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 30 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in **Schedule A**. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices 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.

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

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

25. **Payment Disputes.** The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State: (a) timely renders all payments and amounts that are not in dispute; notifies Contractor of the dispute prior to the due date for payment, specifying in such notice: (i) the amount in dispute; and (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by



the parties; (b) works with Contractor in good faith to resolve the dispute promptly; and (c) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold any Contract Activities or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 25** or any dispute arising therefrom.

26. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in **Schedule A**. Amounts due the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
27. **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.
28. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 29**, Termination for Convenience.

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

29. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 31, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
30. **Effect of Termination.** Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason: (a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 31**; (b) all licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any; (c) Contractor will: (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 30** in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.
31. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days, "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract

termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

**32. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

- 33. 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.
- 34. Limitation of Liability and Disclaimer of Damages.** THE STATE WILL NOT BE LIABLE, 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 FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.
- 35. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 36. Reserved.**
- 37. State Data.** If the Contract Activities includes the hosting of State Data with Contractor or Permitted Subcontractors, Contractor must also comply with **Schedule F – Data Security Requirements** of this Contract

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring

services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 37** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

- f. State's Governance, Risk and Compliance (GRC) platform, if applicable. If the Contract Activities includes the purchase, use, or access to software, Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform, and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.
- g. Compliance with IRS Pub 1075. If the Contract Activities includes access to, or the hosting of, any tax information, Contractor must also comply with the applicable requirements of IRS Publication 1075, **Schedule G – Exhibit 7 Safeguarding Contract Language** and **Schedule H – Safeguard Requirements of Confidential Tax Data.**

**38. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- h. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- i. 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.
- j. 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.
- k. 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.

- I. 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.

### 39. Data Privacy and Information Security

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

40. Reserved.

41. Reserved.

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

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

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

- 43. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) Contractor will perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (c) Contractor will meet or exceed the performance and operational standards, and specifications of the Contract; (d) Contractor will provide all Contract Activities in good quality, with no material defects; (e) Contractor will not interfere with the State's operations; (f) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (g) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (h) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (i) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (j) the Contract signatory has the authority to enter into this Contract; (k) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (l) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (m) 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 28**, Termination for Cause. If Contract Activities includes purchase, use, or access to software, Contractor must agree to additional Warranties and Representations found in **Schedules B or D** of this Contract, as applicable.
- 44. 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.
- 45. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 46. ADA Compliance.** The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor's Service Software must comply, where relevant, with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.
- 47. HIPAA Compliance.** The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.
- 48. Reserved.**
- 49. Reserved.**
- 50. 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.
- 51. 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.
- 52. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

- 53. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 54. **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.
- 55. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 56. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 57. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 58. **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:

|  |                                       |
|--|---------------------------------------|
| <b>Schedule A</b>                              | Statement of Work                     |
| <b>Schedule B</b>                              | Pricing and Fees                      |
| <b>Schedule C</b> (as applicable)              | RESERVED                              |
| <b>Schedule D</b> (as applicable)              | RESERVED                              |
| <b>Schedule E</b> (as applicable)              | RESERVED                              |
| <b>Exhibit 1 to Schedule E</b> (as applicable) | RESERVED                              |
| <b>Schedule F</b> (as applicable)              | Data Security Requirements            |
| <b>Exhibit 1 to Schedule F</b> (as applicable) | Contractor's Business Recovery Plan   |
| <b>Schedule G</b> (as applicable)              | RESERVED                              |
| <b>Schedule H</b> (as applicable)              | RESERVED                              |
| <b>Schedule I</b> (as applicable)              | Federal Provisions Addendum           |
| <b>Schedule J</b>                              | Service Levels and Associated Credits |

- 59. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the

Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ITS AUTHORIZED USERS FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

- 60. **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.
- 61. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 62. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.



# STATE OF MICHIGAN

## **Master Agreement 21000000044**

Michigan Integrated Crisis and Access Line (MiCAL) Crisis Command Center Staffing Services

### SCHEDULE A

#### STATEMENT OF WORK CONTRACT ACTIVITIES

#### BACKGROUND

The Michigan Integrated Crisis and Access Line (MiCAL) is a new initiative, intended to provide omni-channel communication methods within the structure of a contact center, in support of services for suicide prevention, behavioral health, substance use disorder treatment, rehabilitation services, and other settings as appropriate. This specific Contract is intended only for the crisis command center staffing services portion of the MiCAL initiative. The overall MiCAL solution is intended to help the Behavioral Health and Developmental Disabilities Administration (BHDDA) manage the multiple business processes pertinent to Michigan's public behavioral health system including monitoring customer service and program inquiries, processing approvals, denials, recertifications, and tracking compliance concerns, critical incidents, and contract enforcement actions.

Broadly, MiCAL is intended to be comprised of two essential components:

- 1) Establishment of a centralized crisis and access command center (created by this contract). This center shall provide crisis line services, warmline services, information and referral services, and leverage omni-channel communication methods to support persons in crisis and facilitate coordinated access to care to all essential services cited in the Michigan Mental Health Code at MCL 330.1206 24 hours a day, seven days a week. These services include but are not limited to the following: suicide prevention, behavioral health supports and services, substance use disorder treatment, rehabilitation services, and other services as required and appropriate. Additionally, the center must coordinate access to crisis services and other pertinent services with Community Mental Health Services Programs (CMHSPs), Prepaid Inpatient Health Plans (PIHPs) and other applicable entities. **The Contractor will be using a State-owned and managed phone line and website for intake of calls, text messages chat and other forms of intake.**
- 2) Interoperability with a State-owned Customer Relationship Management (CRM) database. The Behavioral Health and Developmental Disabilities Administration (BHDDA) is developing a CRM solution to:
  - a. Assist in its oversight of MiCAL operations, and;
  - b. Efficiently manage its business processes and workflows that are pertinent to administering Michigan's public behavioral health system. This includes oversight of contracted PIHPs and CMHSPs.

#### SCOPE REQUIREMENTS

##### 1) General Requirements and Standards of the Contractor:

- a) The MiCAL staffing will operate according to the following phases during the initial term of this contract:
  - i) **Development Phase:** Beginning on the date of execution through the kick-off of the pilot phase. During this phase, the Contractor will assist DHHS and DTMB Agency Services personnel in the development of the State's CRM tool, and in the creation of any associated process documentation.
  - ii) **Pilot Phase:** This phase commences on the kick-off date as jointly determined by DHHS, DTMB Agency Services, and the Contractor. This phase will run for approximately 4 to 6 months for the purpose of launching and testing the CRM system, related processes, training and familiarizing call center staff with processes and how to use software, as well as fine-tuning any aspects prior to expanding to other regions progressively across the state culminating in the full-operations phase. The target to begin the pilot phase is April 1, 2021, however this is subject to change pending developments with other related contracts.

iii) **Full-Operations Phase:** This phase marks the end of the Pilot Phase, when the CRM system has been enhanced and improved to provide full-operations support that is agreeable to the DHHS, DTMB Agency Services, and the Contractor, and also marks the point where all process documentation, employee training, etc., has been improved to such a state as to allow full operations (although the CRM system, process documentation, training, etc., will be subject to continuous improvement efforts, even after launch of the Full-Operations Phase).

**b) Industry Knowledge, Experience, Abilities, and Philosophies:**

i) Must leverage understanding of Michigan's behavioral health and substance use disorder treatment system and honor the rights and protections afforded the Citizens of Michigan per the Mental Health Code.

ii) Confidentiality

(1) The Contractor must maintain the confidentiality, security and integrity of client information that is used in connection with the performance of this Contract to the extent and under the conditions specified in HIPAA, the Michigan Mental Health Code (PA 258 of 1974, as amended), the Michigan Public Health Code (PA 368 of 1978 as amended), and 42 CFR Part 2.

(2) All beneficiary information, medical records, data and data elements collected, maintained, or used in the administration of this Contract must be protected by the Contractor from unauthorized disclosure.

(3) Contractor must provide safeguards that restrict the use or disclosure of information concerning beneficiaries to purposes directly connected with its administration of the Contract.

(4) Contractor must have written policies and procedures for maintaining the confidentiality of data, including medical records and client information.

(5) Written Policies and procedures related to all applicable privacy and confidentiality laws are to be reviewed and updated annually by Contractor's designated Privacy Officer. The policies and procedures are to be presented to Business Operations Leadership Team (BOLT) monthly for review and additional edits. Final draft is then forwarded to our CEO for approval and signature.

(6) Once approved by CEO each policy/procedure is posted to the Commons which is Contractors' internal communication page accessible by all staff at any time. They are then shared with staff via email, staff meetings and individual supervision.

(7) Contractor's Privacy Officer must attend conferences and trainings to remain up to date on changes to laws and keep current best practices. In addition, Contractor subscribes to the National Council publication called "Compliance Watch" which will provide updates to laws, regulations, implementation, and best practices across the nation.

(8) Contractor must ensure that all staff are trained on all applicable laws respecting individual and consumer privacy as part of new staff orientation and annual training requirements thereafter.

(9) New employees are required to attend a live HIPAA training and complete a post-test during orientation. New employees are also required to complete a HIPAA training via Relias learning system as part of their New Hire Orientation and annually thereafter.

iii) Must possess and maintain accreditation through a nationally recognized accrediting body for Crisis lines such as the American Association of Suicidology or the Commission on Accreditation of Rehabilitation Facilities (CARF) during entirety of service. Contractor will also possess and maintain specific sub-accreditation for target services (e.g., assessment and referral, community housing, crisis and information calls, crisis intervention, crisis stabilization, diversion, out-of-home treatment, and outpatient treatment) and target populations (e.g., adults, children and adolescents, etc.). Finally

iv) Must be a National Suicide Lifeline Prevention Affiliate able to receive Michigan calls upon service start date for MiCAL and through entirety of contract term.

v) Must adhere to federal and State accessibility standards.

(1) Contractor will leverage an accessibility plan to help become even more accessible to everyone. This plan includes a section on Attitudes that includes an annual training on cultural competency and diversity. Other areas addressed in the plan include: Architecture, Environment, Finances, Employment, Communication, Technology, Transportation and Community Integration.

(2) Finally, Contractor to leverage its third party, Language Line, for both phone and video translation services in the event staff do not speak the person's language. The State CRM system will have chat/text translation services incorporated in it and Contractor is not responsible for providing or covering costs for chat/text translation.

(3) Written Materials: Informative materials intended to be distributed through written or other media to clients and/or the broader community must meet the following standards:

- (a) All such materials must be written at the 6.9 grade reading level when possible (i.e., in some situations it is necessary to include medications, diagnosis and conditions that do not meet the 4th grade level criteria).
  - (b) All materials must be in an easily understood language and format and use a font size no smaller than 12 point.
  - (c) All materials shall be available in the languages appropriate to the people served within the Contractor's area for specific Non-English Language that is spoken as the primary language by more than 5% of the population in the Contractor's Region. Such materials must be available in any language alternative to English as required by the Limited English Proficiency Policy Guidance (Executive Order 13166 of August 11, 2000 Federal Register Vol. 65, August 16, 2000). All such materials must be available in alternative formats in accordance with the Americans with Disabilities Act (ADA), at no cost to the beneficiary. Beneficiaries must be informed of how to access the alternative formats.
  - (d) If the Contractor provides information electronically, it must inform the customer that the information is available in paper form without charge and upon request and provides it upon request within five business days.
  - (e) Material must not contain false, confusing, and/or misleading information.
  - (f) Additional Information Requirements:
    - (i) Take into consideration the special needs of beneficiaries with disabilities or LEP, the Contractor must ensure that beneficiaries are notified that oral interpretation is available for any language, written information is available in prevalent languages, and auxiliary aids, such as and Teletypewriter/Text Telephone (TTY/TDY) and American Sign Language (ASL), and services are available upon request at no cost, and how to access those services as referenced in 42 CFR Parts 438.10(d)(3) and 438.10(d)(4). The Contractor must also ensure that beneficiaries are notified how to access alternative formats as defined in 42 CFR 438.10(d)(6)(iv).
    - (ii) All written materials for potential beneficiaries must include taglines in the prevalent non-English languages in the Contractor's region, as well as large print, explaining the availability of written translations or oral interpretation to understand the information provided and the toll-free telephone number of the entity providing choice counseling services as required by §438.71(a) and as defined in 42 CFR Parts 438.10 (d)(3) and 431.10(d)(4). In accordance with 42 CFR Parts 438.10(d)(3); 438.10(d)(6) and 438.10(d)(6)(iv), Large print means printed in a font size no smaller than 18 point.
- (4) Materials displayed or posted on the website must also meet federal and state accessibility standards.
- vi) Must operate according to best practice industry standards as defined by MDHHS and Substance Abuse and Mental Health Services Administration's (SAMHSA) national guidelines for crisis care (2020).
  - vii) Must operate utilizing an understanding of cultural humility, intersectionality, and health disparities. The supports and services provided by the Contractor must demonstrate an ongoing commitment to linguistic and cultural humility that ensures access and meaningful participation for all people in the service area of various diverse populations in terms of race, culture, gender identity, sexual identity, age, abilities, income level, geography, and religious and spiritual beliefs. Such commitment includes acceptance and respect for the cultural values, beliefs and practices of local communities, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services. This includes but is not limited to adherence to Section 1557 of the Affordable Care Act and MDHHS' Diversity, Equity, and Inclusion policy.
  - viii) Must operate utilizing an understanding of the tribal community and first nation within the State of Michigan.
    - (1) Contractor's MiCAL Program Director will be responsible for reaching out and working with communities to understand and meet their individual needs.
  - ix) Must adhere to the following definition for crisis and standards for providing access to services via MiCAL:
    - (1) Contractor's definition of crisis is: "crisis is defined by the individual/ family experiencing it anywhere and anytime". Contractor must implement this crisis definition throughout services contained within this contract.
    - (2) Access for All People:
      - (a) Contractor will maintain a "no barrier" access to most services on Contractor's crisis continuum.
      - (b) Contractor will not turn away people contacting the crisis helpline.
      - (c) The crisis helpline is responsive to people, regardless of their crisis and follows the Caplan model (listen, validate, question, respond, safety planning) and based on the self-reported level of distress, the staff will follow the protocol that includes: 1) crisis intervention and information/referral; 2) follow up calls/texts/chats; 3) mobile crisis team follow up as available; 4) Co-response with CIT officer and

mobile team as available; and 5) Active Rescue for imminent risk. Supervisors are involved with Active Rescues as it requires more than one staff to keep the caller on the line and contact help.

- (d) Critical incidents will be debriefed between the staff and supervisor and the information is collected monthly and analyzed by the Quality Improvement Team and a report will be prepared and submitted for review to the MiCAL management team on a quarterly basis, however in the event of a death, or other severe injury or event impacting the service delivery, the MiCAL management team must be notified immediately (at least, by email).
  - (e) In addition, Contractor will leverage experience providing a comprehensive continuum of crisis services. Contractor's services will maintain alignment with the description of SAMHSA (2020) of "crisis services" which include (1) crisis lines accepting all calls and dispatching support based on the assessed need of the caller, (2) mobile crisis teams dispatched to wherever the person is in the community and (3) crisis receiving and stabilization facilities that serve everyone that comes through their doors from all referral sources.
- x) Must leverage an effective change management philosophy as it pertains to integrating MiCAL services into the crisis continuum on a statewide basis. Must partner with MDHHS in the development of a change management strategy based on their philosophy

**c) Operational Performance**

- i) Contractor will provide 24/7 crisis services, warmline type services, and information and referral services by phone, chat, text, and email and will seamlessly integrate these supports for all callers.
  - ii) Contractor will operate the Peer/Recovery Coach Warmline with call, chat, and text channels which has separate contact numbers from MiCAL on a statewide basis for a minimum operation of 10 am to 2 am daily.
- (1) **Warm Line:** A warm line is for people who are not in significant distress or suicidal state, but without a supportive listening ear, would have difficulty coping throughout their day. Often, a warm line is for callers who would benefit from talking to a peer where they can get support from a person who has experienced similar circumstances (e.g. mental health difficulty).
- (a) Offer warmline type services through the MiCAL phone number, chat, text with MiCAL staff and transfer individuals if they wish to do so to the Peer/Recovery Coach Warmline. The warmline is especially effective with frequent callers who need a lot of support.
  - (b) Either through live answer of MiCAL or through technology, after triaging the call, based on the callers identified level of distress, the call will route to a crisis specialist who has the appropriate credentials to handle the call.
  - (c) The warm line would be a good match for people with 1- minimal and 2- some distress or people who call frequently due to their mental health issues.
- (2) **Peer/Recovery Coach Warmline:**
- (a) Contractor must operate the State of Michigan Peer/Recovery Coach Warmline, which has separate phone, chat, and text channels from MiCAL, according to the following best practice standards.
    - (i) Contractor must staff this warmline only with certified Peer Support Specialists and Peer Recovery Coaches which adhere to the state standards for certification.
    - (ii) Must ensure that Peer/Recovery Coach Warmline staff receive supervision and/or coaching from a certified Peer Support Specialist/Peer Recovery Coach.
    - (iii) Contractor will partner with MDHHS staff in identifying and working towards implementation of other best practice standards than those listed above.
    - (iv) Contractor will work towards hiring a diverse staff that reflects Michigan's demographic and cultural diversity.
- (3) **Crisis Line:** A crisis line is 24/7 and is designed for people who are calling with any type of crisis.
- (a) Contractor's specialists will be trained in the early identification of levels of care and they will direct the caller, texter, or chatter to the appropriate services including referral to providers of mental health and/or substance use, shelter, victims assistance programs, or any other community program commensurate with the supports and services needed by the person contacting the crisis line.
  - (b) National Suicide Prevention Lifeline calls of Michiganders typically are calls with high or overwhelming distress
- (4) **Referral Line:** Provide referral for those callers who are calling for information and referral (I&R). This includes utilizing resources within and outside of the CRM. It also includes developing, maintaining, refining, and constantly updating the information repository within the CRM.

- iii) Must leverage a process for managing the flow of calls (by type of call ), which incorporates a strengths-based, trauma-informed, prevention, resiliency and recovery focus.
- iv) Contractor must track outcomes developed jointly with MDHHS to track the successful statewide implementation of MiCAL, including key stakeholder and customer satisfaction in addition to other to be negotiated measures.
- v) Must meet performance standards based on industry standards and negotiated with MDHHS staff.
- vi) Must leverage methods for measuring success.
  - (1) Contractor will work with MDHHS to enable it to collect the following data as recommended by the National Prevention Suicide Lifeline , SAMHSA, “National Guidelines for Behavioral Health Crisis Care Best Practice Toolkit”, including call volume, average speed of answer, average delay, average length of call, call abandonment rate, percentage of calls resolved by phone (including text or chat), number of mobile teams dispatched, number of individuals connected to a crisis or hospital bed, and number of first responder-initiated calls connected to care. Call data can be collected in conjunction with the State’s system.
  - (2) Using these data points Contractor which
    - (a) **Goal 1:** Abandoned call rate of 5% or less
    - (b) **Goal 2:** When a person calls, texts or chats with the Resource and Crisis Helpline, the RCH specialist responds within the first 3 rings.
    - (c) **Goal 3:** 80% of the calls that do not involve high suicidality will be resolved by phone (including text or chat)
    - (d) **Goal 4:** 75% of the calls that do not involve high suicidality will be resolved within 20 minutes
      - (i) High suicidality is defined in accordance with the SAMHSA SAFE-T assessment (publication SMA 09-4432, 2009).
      - (ii) High suicidality is defined as: potentially lethal suicide attempts, or persistent ideation with a strong intent or suicide rehearsal will be excluded from goals 3 and 4.
    - (e) For the remaining data points, after the first year, goals will be set using the previous year’s data. Based on the baseline data for that year, appropriate goals will be set for the following year.
- vii) Must use data to drive quality improvement. Contractor must develop and implement a quality Improvement process based on goals developed jointly between MDHSS and contractor. Goals will be developed from relevant best practices and metrics supplied by contractor.
- viii) Must partner with MDHHS in the development and implementation of public relations/State marketing activities, including creating and maintaining a website (state owned domain) to facilitate and support MiCAL operations.
- ix) Must leverage a successful history of growth management for expanding MiCAL services successfully across the state of Michigan. Contractor must share a written summary of a growth management plan upon MDHHS request.
- x) Must leverage current policies and procedures for coordination with key and auxiliary partners.
- xi) **Processes:** The following processes will be provided by the Contractor, under the understanding that a distinction is made between the Contractor’s processes for managing helpline services, and the processes the Contractor will create especially for the MiCAL contract. The processes created especially for the MiCAL contract will be owned by the State, whereas the processes the Contractor already possesses for its own non-state of Michigan helpline services will remain under ownership of the Contractor upon the cessation of contract activities by this contract. All processes are subject to continuous improvement and are contingent upon joint approval between the Contractor and DHHS (and potentially DTMB Agency Services, in cases where the process impacts functionality of the CRM system).
  - (1) Must work with DHHS to develop and leverage a process for managing intake by multiple contact methods, (e.g., phone, Teletypewriter (TTY), Real-Time Text (RTT), chat, text or future social media contacts), from initial intake to resolution and/or warm hand off to another entity.

- (2) Must work with DHHS to develop and leverage a process for triage, de-escalation, screening callers for services, and partnering with callers to identify an appropriate level of care.
- (3) Must develop and implement a plan for collaboration and coordination of care for referral to local community-based services, including but not limited to Prepaid Inpatient Health Plans (PIHPs), Community Mental Health Services Programs (CMHSPs), Medicaid Health Plan (MHP) Behavioral Health Providers, Michigan Sexual Assault Hotline, and law enforcement to create the following:
  - (a) Policies and procedures for coordination between Statewide crisis lines.
  - (b) Policies and procedures for integration with BHDHA sponsored Peer and Recovery Coach Warm Lines.
  - (c) Policies and procedures for coordination with local PIHP/CMHSP crisis services for both mental health and substance use disorder treatment services.
  - (d) Policies and procedures for coordination with Medicaid Health Plan behavioral health provider network.
  - (e) Expectations of communication between agencies including contact lists and shared resources lists.
  - (f) Appointment scheduling.
  - (g) Mobile crisis dispatch.
  - (h) Timelines for care transitions that includes process for warm hand off. A warm handoff is a handoff conducted between two members of a care team, in front of the consumer and/or family if present.
  - (i) Development and review of data and performance measures with state and local community-based partners.
  - (j) All policies and procedures will be incorporated into an operational protocol/handbook.
- (4) Must provide information, referrals, and follow up to local behavioral health and Substance Use Disorder providers (including PIHPs and CMHSPs and MHP behavioral health provider networks), behavioral health services and supports pursuant to Section 330 of the Mental Health Code and other services as required and appropriate.
  - (a) Access to information related to availability of services, including near real-time access to any registry of behavioral health treatment services (e.g., inpatient psychiatric bed registry, crisis residential bed registry, substance use disorder residential bed registry, etc.).
  - (b) Must refer to and receive referrals from local emergency services as appropriate (e.g., 911, law enforcement, and emergency medical services).
- (5) Must provide provider engagement and support for the current Behavioral Health Treatment Registry (BHTR), to help ensure the accuracy of service information contained within the registry.
  - (a) In partnership with BHTR and relevant State agencies, develop policies and procedures to engage and support provider organizations to actively participate in the registry, which includes regular updates of provider information.
  - (b) Provide provider support and outreach as defined in the policies and procedures.
- d) Must adhere to response time performance standards as developed with MDHHS for various types of crises (e.g., Ensure all calls/text/instant messaging/email/chat be answered in person within 8 seconds and or 3 rings, adhere to call/inquiry response, follow-up, and coordination standards such as immediate for emergent situations, within 1 hour for crisis services, and within 24-72 hours for other forms of services).
- e) Must partner with the State and its partners to jointly create call flow processes and scripts which will be used for addressing intake pertaining to substance use/mental health/life-at-risk situations.
- f) Must maintain a central office in Michigan during standard MDHHS operating hours (call center supervisors, staff, and Contractor Representative must be physically in Michigan).
- g) Must provide “warm-line approach” crisis intervention services, including appropriately trained staff pursuant to federal/State standards. Ensure warm transfers include the following information:
  - i) Inform inquirers on next steps and expectations.
  - ii) Provide professionals/practitioners accurate and specific information regarding the inquirer’s needs through the CRM and other mediums as appropriate.
  - iii) Follow-up and document in the CRM per the appropriate timelines.
- h) Must partner with the state to provide development and input for the CRM system.

- i) Must utilize a State-based CRM to:
  - i) Collect, store, and maintain caller data for referral, tracking, and reporting to MDHHS
  - ii) Leverage MDHHS, Michigan Department of Licensing and Regulatory Affairs (LARA), and other databases to ascertain and pre-populate local caller and all pertinent behavioral health provider resource information including but not limited to:
    - (1) LARA Provider Licensing data
    - (2) Substance Abuse and Mental Health Services Administration Treatment Services Locator
    - (3) Phone directories
    - (4) GPS Coordinates
    - (5) IP Addresses
  - iii) Connect to local services, including but not limited to, CMHSPs and PIHPs
  - iv) Connect to any State-based behavioral health treatment registry (e.g., psychiatric bed registry)
  - v) Comply with all applicable laws respecting individual and consumer privacy
  - vi) Ensure security of data collected, in line with industry best practices and applicable laws
  - vii) Utilize collected data analytics to track the success of the crisis and access line per MDHHS defined-metrics, assess service needs and outcomes, and help inform program policy; MDHHS metrics may be developed dynamically as the CRM and the Command Center service goes live and into regular operation.
- j) Provide staff with State of Michigan-compliant PC workstations that adhere to DTMB IT Policies, Standards, and Procedures (PSP) (see below).
- k) Gather resource information on substance use, behavioral health, CMH/Mental health service providers (both in-patient and out-patient) and social determinates of health providers within the State of Michigan. The data must be collected, stored, and maintained within the CRM by the MiCAL staff.

## 2) Staffing

### a) Staffing Levels, Configuration, and Work Hours:

- i) Maintain at least a 3,500:1 caller-to-response staff ratio
- ii) Maintain at least a 10:1 staff-to-manager ratio
- iii) Maintain executive-level leadership (e.g., CEO, executive director)
- iv) Provide flexible capacity (with a projected volume of approximately 26,000 during the Full Operations Phase (and approximately 5,500 during Pilot Phase) monthly inquiries (e.g., calls, texts, email, etc.). Based on estimates, the count of staffing during the normal operations phase is expected to be:
  - (1) Call center staff; approximately 50
  - (2) Supervisors/Directors 10-20
  - (3) Maintain required training and/or licensure/certification for MiCAL staffing.

Note: The staff counts needed for the Pilot Phase must be commensurate with the pilot volume demand.

- v) Staff Work Hours: The Contractor must provide Contract Activities 24 hours per day, 7 days per week, 365 days per year.
  - vi) Must leverage a staffing structure for 24-hour coverage.
  - vii) Must leverage a suitable staffing configuration to support the front line for this project. Staffing configuration may include staffing with lived experiences, peer support specialist, recovery coach, or degrees. Additionally, Contractor Must leverage a suitable staffing configuration for supervision of the project.
- ### b) Staff Education, Experience, Certification and Licensing:
- i) Contractor must ensure all staff have appropriate training, education, experience, appropriate licensure, and liability insurance coverage to fulfill the requirements of the position.
  - ii) The Contractor must assure that all Contract employees receive annual training in recipient rights protection.
  - iii) The Contractor must forward any recipient rights complaints filed against a Contract employee to MDHHS-ORR for review and possible investigation.
  - iv) For each staffing level, the Contractor must maintain the required education levels, years of experience performing similar work, certification, and licensing for each of the following staffing levels:
    - (1) **General:**

- (a) All staff are required to successfully complete 96 hours of Common Ground crisis trade marked training upon hire of the Contractor crisis intervention training. Job offers are contingent upon successfully passing the 96 hours of Common Ground crisis trade marked training. In the event a staff does not successfully pass the training, they will be reassigned to another role that is a better fit or their employment is terminated. The Contractor training is trade marked and includes the Caplan Model is very intensive and has prepared staff and volunteers to successfully work on the crisis helpline for years.
  - (b) Clinicians must be dually trained and competent for serving children, adolescents, adults and older adults and the program must have staff assigned to work from all competency areas always. Minimum requirements are a master's degree in psychology, social work, or counseling , LLP, LLPC, LPC, LLMSW, LMSW. Minimum work experience includes 5 years post-masters experience in mental health substance abuse services and clinical experience with all target populations: SMI, SED, IDD and SUD.
  - (2) **Crisis specialist (master level):** mental health profession or child mental health professional, licensed in the State of Michigan as TLLP, LLP, LLPC, LPC, LLMSW, or LMSW, pass the 96 hours of Common Ground crisis trade marked training, and minimum of 1 year of crisis experience.
  - (3) **Crisis specialist (non-master level):** high school diploma, pass the 96 hours of Common Ground crisis trade marked training, and prefer a minimum of 1-year experience in crisis services.
  - (4) **Crisis specialist (volunteer):** successfully completion the 96 hours of Common Ground crisis trade marked training and successfully pass the guidelines to successfully work independently.
  - (5) **Shift Supervisor:** Master's degree and licensed in the State of Michigan as LLP, LLPC, LPC, LLMSW, or LMSW, pass 96 hours of Common Ground crisis trade marked training, and 3 years crisis services experience.
  - (6) **Program Director:** Master's or doctorate degree, licensed in the State of Michigan as LLP, LPC, LMSW, or LP, and 5 years' experience in crisis field preferred.
- c) Staff Onboarding, Development, Supervision and Retention:**
- i) Must leverage professional development plans for staff at all levels across the contractor's firm.
  - ii) Must leverage a comprehensive orientation process for new staff or staff changing positions (at all levels).
  - iii) Must leverage a staff retention plan, which includes benefits/pay structure that meets or exceeds the marketplace.
  - iv) Must leverage a crisis debriefing and supervision model.
    - (1) Training for supervisors will cover: 1) Supervision responsibilities and expectations, 2) Effective tips and techniques as well as helpful reminders, 3) processes and procedures, 4) role purposes/function of the room/calls, 4) customer service, 5) Mandated reporting, and debriefing.
    - (2) Supervisors are required to listen in on calls and provide written feedback based on the Monitoring Supervisor Form.
    - (3) Debriefing is a mandatory activity that takes place 15 to 20 minutes before the shift ends.
- d) Key Personnel:** The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). These can include but are not limited to the Contractor Representative (below) and the Supervisory/Management personnel who will be overseeing the staff responsible for intake from the public.
- i) Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 24 hours.
  - ii) Contractor's headquarters must be located within the State of Michigan, and key personnel primary residence be within the State of Michigan.
  - iii) 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.
  - iv) 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 Termination for Cause in the Standard 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"):

- (1) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 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.
- (2) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 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 \$25,000.00 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 \$50,000.00 per individual.

v) 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 and copies of certifications and licenses as outlined in the "Staff Education, Experience, Certification and Licensing" section, above.

e) **Contractor Representative:** The Contractor must appoint at least one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative"). The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

3) **Service Levels:** See Schedule J

#### 4) **Criminal Background Check**

- a) As a condition of this Contract, the Contractor certifies that the Contractor shall, prior to any individual, employee, subcontractor, or agent on behalf of Contractor performing work under this Contract, conduct criminal background checks pursuant to local, state, and federal laws and regulations.. Specific databases to be checked include but are not limited to the following:
  - (1) The US Department of Health and Human Services' Office of Inspector General's national exclusions database: <https://exclusions.oig.hhs.gov/>.
  - (2) The Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>.
  - (3) The National Sex Offender Registry: <http://www.nsopw.gov>.
  - (4) The Internet Criminal History Access Tool (ICHAT): <http://apps.michigan.gov/ichat>
  - (5) The Central Registry (CR): [http://www.mi.gov/dhs/0,1607,7-124-5452\\_7119\\_48330-180331--,00.html](http://www.mi.gov/dhs/0,1607,7-124-5452_7119_48330-180331--,00.html).
- b) The Contractor shall require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Contract, works directly with clients or who has access to client information to notify the Contractor in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
- c) The Contractor further certifies that the Contractor shall not submit claims for or assign duties under this Contract to any new employee, employee, subcontractor, subcontractor employee, or volunteer based on a determination by the Contractor that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.
- d) The Contractor must have a written policy describing the criteria on which its determinations shall be made and must document the basis for each determination. The Contractor may consider the recency and type of crime when deciding. Failure to comply with this provision may be cause for immediate cancellation of this Contract. In addition, the Contractor must further have a clearly defined written policy regarding acceptable screening practices of new staff members and volunteers who have direct access to clients and/or client's personal information. These screening practices serve to protect the organization and its clients. The Contractor must also assure that any subcontractors have both written policies.
- e) If MDHHS determines that an individual provided services under this Contract for any period prior to completion of the required checks as described above, MDHHS may require repayment of any and/or all billed services for the period that the required checks had not been completed.

#### 5) **Project Management**

- a) Contractor must utilize the essentials of project management as outlined by the Project Management Institute (PMI) throughout the lifecycle of Contractor's projects. Contractor will partner with the MDHHS MiCAL Program Manager to finalize the plan and to ensure success while carrying out the contractual obligations, specifically how best to coordinate and implement MiCAL statewide.
- 6) Contractor's project management process uses PMI's process groups as related to the MiCAL project. The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final 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 Contracts; and (b) the project breakdown showing sub-projects, tasks, and resources required.
- 7) **Meetings:** The **Contractor** must attend the following meetings, if and as required by the State:
  - a) Kick-off meeting within 30 calendar days of the Effective Date.
  - b) Weekly status calls.
  - c) Monthly operations meetings
  - d) Quarterly business review meeting.
  - e) The State may request other meetings, as it deems appropriate.
- 8) **Reporting:** The Contractor must submit, to the Program Manager written reports per the metrics that are identified jointly by DHHS personnel and the Contractor.
  - a) Contractor agrees to work collaboratively with the State and potentially other key stakeholders to develop standard measure specifications, data collection processes, baseline data, and reports that will be provided to the State and potentially the public.
  - b) Contractor is required to provide reports on process metrics identified jointly with MDHHS including but not limited to: staff turnover rate, staff diversity, key stakeholder engagement, diversity based marketing strategies, geographic customization of services, and comprehensiveness and accuracy of behavioral health and substance use disorder resource information
- 9) **Pricing**
  - a) **Price Term:** Pricing is firm for the entire length of the Contract. The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.
  - b) **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.
    - i) 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.
    - ii) 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.
- 10) **Ordering Authorizing Document:** The appropriate authorizing document for the Contract will be a Delivery Order and the Master Agreement (MA).
- 11) **Invoice and Payment**
  - a) **Invoice Requirements:** All invoices should be submitted to the State monthly by the 15<sup>th</sup> calendar day of the month following the month when services were rendered and must include:
    - i) Dates of beginning and end of invoice period.
    - ii) Delivery Order (DO) number.
    - iii) Description of the contract activities by individual(s) performing activities (including all call center staff, supervisors/managers, Contract Representative, and other miscellaneous personnel or leadership), with each specific individual being provided by name (or with a person-specific ID number), with their monthly hours worked, hourly rate, activity performed
    - iv) Pricing for contract activities.
    - v) Total monthly invoice cost.
    - vi) Overtime, holiday pay, and travel expenses will not be paid.
  - b) **Payment Methods:** The State will make payment for Contract Activities by Electronic Funds Transfer (EFT).

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

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

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

**14) SOM Digital Standards:** All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at [www.michigan.gov/standards](http://www.michigan.gov/standards).

**15) Products and Services** Contractor must describe additional Solution functionality, products, or services that the State specifications do not address but are necessary to implement and support this solution.

# STATE OF MICHIGAN

## Master Agreement 21000000044

Michigan Integrated Crisis and Access Line (MiCAL) Crisis Command Center Staffing Services

### SCHEDULE B PRICING

Pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State

| Item/Role/Title  | Description of Role (if needed)   | Description or Unit of Measurement | Unit Price/Rate       |
|--|---|------------------------------------|-----------------------|
| Crisis Specialist (average of Masters, Bachelors, High School with Training) | A first line responder who answers calls from the public to the MiCAL. Rate does not include benefits or other associated overhead. | Hour                               | \$ 17.00              |
| Shift Supervisor   | The first level of supervision over crisis specialists. Rate does not include benefits or other associated overhead.                | Hour                               | \$ 30.00              |
| HR recruiter/generalist  | N/A. Rate does not include benefits or other associated overhead.   | Hour                               | \$ 30.00              |
| Volunteer Coordinator  | N/A. Rate does not include benefits or other associated overhead.   | Hour                               | \$ 23.00              |
| Finance Coordinator  | N/A. Rate does not include benefits or other associated overhead.   | Hour                               | \$ 20.00              |
| IT help desk/generalist  | N/A. Rate does not include benefits or other associated overhead.   | Hour                               | \$ 25.45              |
| Program Director   | N/A. Rate does not include benefits or other associated overhead.   | Hour                               | \$ 45.92              |
| Contract Manager   | N/A. Rate does not include benefits or other associated overhead.   | Year                               | \$ 30.00              |
| Data Analyst   | N/A. Rate does not include benefits or other associated overhead.   | Hour                               | \$ 25.45              |
| Equipment/supplies/etc.  | N/A   | Year                               | \$ 82,000             |
| General admin, rent, utilities, cell phone, etc. (6%)                        | N/A   | Year                               | \$ 164,817            |
| <b>Total Bid Price for 1 Operational Year:</b>                               |   |                                    | <b>\$2,993,760.52</b> |

| PILOT Staffing (FY21)  | Needed for 24/7 | CG Rates     | CG TOTAL      |
|--|-----------------|--------------|---------------|
| Crisis Specialist (average of Masters, Bachelors, High School with Training) | 11.2            | \$ 65,624.00 | \$ 734,988.80 |
| Shift Supervisor (starting during development phase, Jan 2021)               | 0.75            | \$ 88,233.60 | \$ 66,175.20  |
| Shift Supervisor (ongoing, once pilot operations begin, April 2021)          | 2.13            | \$ 90,313.60 | \$ 192,367.97 |
| HR recruiter/generalist  | 0.75            | \$ 78,624.00 | \$ 58,968.00  |
| Mission Impact Data Analysis Director  | 0.125           | \$117,748.80 | \$ 14,718.60  |
| Finance Coordinator  | 0.5             | \$ 52,416.00 | \$ 26,208.00  |
| IT help desk/generalist  | 1.05            | \$ 66,705.60 | \$ 70,040.88  |
| Program Director   | 0.75            | \$113,401.60 | \$ 85,051.20  |
| Contract Manager   | 0.5             | \$ 88,192.00 | \$ 44,096.00  |
| Data Analyst   | 0.33            | \$ 66,705.60 | \$ 22,012.85  |
| Equipment/supplies/etc.  | -               | -            | \$ 82,000.00  |
| general admin, rent, utilities, cell phone, etc. (6%)                        | -               | -            | \$ 78,877.65  |

|  |                        |                 |                        |
|--|------------------------|-----------------|------------------------|
| <b>TOTAL for pilot year</b>  | <b>18.085</b>          |                 | <b>\$1,475,505.15</b>  |
| <b>FULL OPERATIONS Staffing</b>  | <b>Needed for 24/7</b> | <b>CG Rates</b> | <b>CG TOTAL</b>        |
| Crisis Specialist (average of Masters, Bachelors, High School with Training) | 27.4                   | \$ 66,923.36    | \$ 1,833,699.93        |
| Shift Supervisor   | 4.2                    | \$ 92,101.81    | \$ 386,827.60          |
| HR recruiter/generalist  | 1                      | \$ 80,180.76    | \$ 80,180.76           |
| Volunteer Coordinator  | 0.5                    | \$ 61,471.91    | \$ 30,735.96           |
| Finance Coordinator  | 1                      | \$ 53,453.84    | \$ 53,453.84           |
| IT help desk/generalist  | 1.8                    | \$ 68,026.37    | \$ 122,447.47          |
| Program Director   | 1                      | \$ 115,646.95   | \$ 115,646.95          |
| Contract Manager   | 1                      | \$ 89,938.20    | \$ 89,938.20           |
| Data Analyst   | 0.5                    | \$ 68,026.37    | \$ 34,013.19           |
| Equipment/supplies/etc.  | -                      | -               | \$ 82,000.00           |
| General admin, rent, utilities, cell phone, etc. (6%)                        | -                      | -               | \$ 164,816.63          |
| <b>TOTAL for full operations (per year)</b>                                  | <b>38.4</b>            |                 | <b>\$2,993,760.52</b>  |
| <b>Total for initial 3-years of contract</b>                                 |                        |                 | <b>\$ 7,463,026.18</b> |

**SCHEDULE C**  
**RESERVED**

**SCHEDULE D**  
**RESERVED**

**SCHEDULE E**  
**RESERVED**



**SCHEDULE E, EXHIBIT 1**

**RESERVED**

## SCHEDULE F

### Data Security Requirements

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

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

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that will provide a standardized approach for assessing and monitoring the security of cloud products and services.

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

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

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

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

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

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

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

2.1. the Software and State data must be hosted in a government cloud solution, and Contractor must maintain an annual SSAE 18 SOC 2 Type 2 audit for the Hosted Services throughout the Term maintain FedRAMP certification for the Hosted Services throughout the Term, and in the event the contractor is unable to maintain FedRAMP certification, the State may move the Software and State data to an alternative provider, at contractor’s sole cost and expense;

2.2. ensure that the Software and State Data is securely hosted, supported, administered, and accessed in a data center and backup data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards ([www.uptimeinstitute.com](http://www.uptimeinstitute.com)), or its equivalent;

2.3. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State’s Confidential Information that comply with the requirements of the State’s data security policies as set forth in the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) MOD Controls using minimum control values as established in the applicable PSP, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) HIGH Controls using minimum control values as established in the applicable PSP;

2.4. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State’s Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;

2.5. take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against “hackers” and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and

- (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;

2.6. ensure that State Data is encrypted in transit and at rest using AES 256bit or higher encryption;

2.7. ensure that State Data is encrypted in transit and at rest using currently certified encryption modules in accordance with FIPS PUB 140-2 (as amended). *Security Requirements for Cryptographic Modules*;

2.8. ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;

2.9. ensure the Hosted Services have multi-factor authentication for privileged/administrative access; and

2.10. assist the State, at no additional cost, with development and completion of a system security plan using the State's automated governance, risk and compliance (GRC) platform.

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

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

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

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

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

5.3. if requested by the State, provide a copy of Contractor's SSAE 18 SOC 2 Type 2 audit report to the State within thirty (30) days of the contract effective date and annually after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.

5.4. if requested by the State, provide a copy of Contractor's FedRAMP System Security Plan. The System Security Plan will be recognized as Contractor's Confidential Information.

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

**7. PCI Compliance.**

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

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

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

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

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

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

## **SCHEDULE F, Exhibit 1**

### **Contractor's Business Recovery Plan**

#### **IT Infrastructure Continuity/Recovery**

Contractor continues to work to make system access portable and independent of physical infrastructure at its four locations.

Contractor's telephone system is hosted by VOIP provider 8 x 8, Inc. and does not require hardware or other systems onsite to function. Calls may be answered by physical desk phone, but also can be taken through a desktop app as well as a smart phone app. All extensions are portable. The organization's Resource and Crisis Helpline also utilizes 8 x 8's hosted virtual contact center, making it possible to answer crisis calls wherever there is an internet connection and a portable device. Individual 8x8 extension holders also have their own fax lines. Along with hosted phone service, all leadership staff and many program staff are assigned smart phones for voice and data hotspot use.

Electronic mail is hosted by Microsoft 365/Exchange Online, a component of Contractor's Office 365 E3 subscription, and would not be affected by any building outage or loss. All users have access to email wherever there is an internet connection. Microsoft 365 also holds the organization's primary intranet site, individual file storage, desktop productivity software and collaboration tools, email encryption, and email filtering. Users are verified by Azure AD, which syncs with onsite Active Directory.

In addition to the Microsoft 365 environment, Contractor's electronic health record, information and referral/crisis text/crisis call documentation, scheduling for clinical programs, security awareness training, donor and volunteer recordkeeping, financial management system, employee training, human resources management and timekeeping, document management/invoice submission, urgent mass messaging, and electronic faxing are hosted services. Information systems provided and maintained by funders and utilized by Contractor are also hosted services and can be accessed from device with an internet connection.

Although great progress has been made toward removing dependence on a physical location, there still are some services hosted onsite that would not be available if there were a major systems malfunction. They consist of the organization's secondary intranet site, helpdesk site, incident reporting, active directory management, encounter reporting, software update management, program referral site, user password self-service, VPN connection, and volunteer/contractor timekeeping.

To ensure quick restoration of onsite services whether in their original location or elsewhere, virtual server environments are backed up multiple times each day using Barracuda onsite appliances, which replicate to hosted storage. The organization also subscribes to Barracuda's "cloud-to-cloud" service, which backs up individual file storage, email, the primary intranet site and collaboration items from the Microsoft 365 environment to Barracuda's hosted storage.

Although Contractor IT staff are able to restore resources that have been backed up, the support of the local branch of national service provider All Covered is counted upon to recreate infrastructure hardware and firewall configurations.

Please see the following websites which contain our current vendor information:

<https://squareup.com/guides/pci-compliance> and <https://neonone.com/neonpay/terms-of-service/>

## SCHEDULE I

### Federal Provisions Addendum

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

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



## Byrd Anti-Lobbying Certification

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

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

Signed by:

Original signature please see attachment named: ByrdAntilobCert

Heather Rae  
President/CEO  
Common Ground

Date: 06-29-2020

# STATE OF MICHIGAN

Michigan Integrated Crisis and Access Line (MiCAL) Crisis Command Center Staffing Services  
SCHEDULE J

## SERVICE LEVELS AND ASSOCIATED CREDITS

|   |
|---|
| <b>Adherence to Scope of Work Items</b>   |
| <b>Acceptable Standard:</b>   |
| The Contractor must adhere to all aspects outlined in the Scope of Work, as agreed-upon in the final version of this contract.  |
| <b>Data Source:</b>   |
| The DHHS Program Manager will be responsible for supervision over aspects of service pursuant to all agreed-upon language in this contract.   |
| <b>Methodology:</b>   |
| The DHHS Program Manager will review performance per language in this contract and will denote any instances where the successful contractor fails to fulfill aspects of the contract.  |
| <b>Credit for Failing to Meet Service Level Agreement</b>   |
| A credit of 1% of the monthly invoice value from the month when each failure occurred will be assessed for each failure to fulfill contract obligations and will continue to be assessed at a rate of 1% of each subsequent monthly invoice value in the event that the failure hasn't been corrected for a respective month. |
| Extenuating circumstances will be reviewed by the DHHS Program Manager before any service credits are assessed.   |