



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 **5**
 to
 Contract Number **19000000277**

CONTRACTOR	ALTARUM INSTITUTE
	3520 Green Ct., Suite 300
	Ann Arbor, MI 48105
	Wendy Hodel
	734-302-4946
	wendy.hodel@altarum.org
	CV0023268

STATE	Program Manager	Chris Ferrell	MDHHS
		517-335-8388	
		farrellc@michigan.gov	
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		martinm42@michigan.gov	

CONTRACT SUMMARY				
MICHIGAN DENTAL REGISTRY (MIDR)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 1, 2019	September 30, 2023	5 - 1 Year	September 30, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
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				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 2, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,206,397.00	\$0.00	\$5,206,397.00		
DESCRIPTION				
Effective June 2, 2020 this contract is hereby terminated for Convenience based on mutual agreement with Altarum for maintenance, support, and expansion of the existing Michigan Dental Registry (MiDR) system within the MDHHS Child Adolescent Health/Oral Health Division. All other terms, conditions, specifications, and pricing remain the same. Per contractor, and agency agreement, and Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-Woodsk@Michigan.gov
MDHHS	Chris Farrell	517-335-8388	farrellc@michigan.gov



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
LANSING

BROM STIBITZ
ACTING DIRECTOR

June 2, 2020

Altarum Institute
3520 Green Ct., Suite 300
Ann Arbor, MI 48105
Via e-mail to: wendy.hodel@altarum.org
Re: State of Michigan Contract Number 190000000277; Termination for Convenience

Ms. Wendy Hodel:

It has been determined that due to budget shortfalls, this contract must be cancelled. Thus, the State of Michigan will be terminating this contract for convenience pursuant to the Standard Contract Terms. Section **21.2 Termination for Convenience**, states, in part:

The State may immediately terminate this Contract, in whole or in part, without penalty due to an appropriation or budget shortfall. 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 to the extent the funds are available.

The effective date of this termination shall be June 2, 2020. Any remaining invoices should be submitted to the State at that time. Please reference section **18.4 – Surrender of Confidential Information upon Termination** of the Standard Contract Terms to find procedures for surrendering this information.

If you have any questions regarding this order, please contact William Camp, Supplier Relations Manager, at 517-242-1303 or campw@michigan.gov.

James Colangelo

A handwritten signature in black ink, appearing to read 'James Colangelo', written over a circular stamp or mark.

Chief Procurement Officer
Central Procurement Services
Michigan Department of Technology, Management and Budget (DTMB)
(517) 284-6998



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
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CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **19000000277**

CONTRACTOR	ALTARUM INSTITUTE
	3520 Green Ct., Suite 300
	Ann Arbor, MI 48105
	Wendy Hodel
	734-302-4946
	wendy.hodel@altarum.org
	CV0023268

STATE	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		martinm42@michigan.gov	

CONTRACT SUMMARY				
MICHIGAN DENTAL REGISTRY (MIDR)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 1, 2019	September 30, 2023	5 - 1 Year	September 30, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
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				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,206,397.00	\$0.00	\$5,206,397.00		
DESCRIPTION				
Effective 3/2/2020, the stop work order period is being extended by 90 days and will end on 6/2/2020. The State will not be obligated to pay for any services from 10/4/2019 through the end of the stop work period. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement and DTMB Procurement approval.				



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

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **19000000277**

CONTRACTOR	ALTARUM INSTITUTE
	3520 Green Ct., Suite 300
	Ann Arbor, MI 48105
	Wendy Hodel
	734-302-4946
	wendy.hodel@altarum.org
	CV0023268

STATE	Program Manager	Various	MDHHS
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		martinm42@michigan.gov	

CONTRACT SUMMARY

MICHIGAN DENTAL REGISTRY (MIDR)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 1, 2019	September 30, 2023	5 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
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

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,206,397.00	\$0.00	\$5,206,397.00		

DESCRIPTION

Effective 12/13/2019, the stop work order period is being extended by 60 days and will end on 3/2/2020. The State will not be obligated to pay for any services from 10/4/2019 through the end of the stop work period. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-Woodsk@Michigan.gov
MDHHS	Chris Farrell	517-335-8388	farrellc@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 19000000277

CONTRACTOR	ALTARUM INSTITUTE
	3520 Green Ct., Suite 300
	Ann Arbor, MI 48105
	Wendy Hodel
	734-302-4946
	wendy.hodel@altarum.org
CV0023268	

STATE	Program Manager	Various	MDHHS
	Contract Administrator	Jennifer May	DTMB
		mayj7@michigan.gov	

CONTRACT SUMMARY

MICHIGAN DENTAL REGISTRY (MIDR)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 1, 2019	September 30, 2023	5 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
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

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,206,397.00	\$0.00	\$5,206,397.00		

DESCRIPTION

Effective 10/4/2019, pursuant to Section 22 - Stop Work Order, the State is stopping work under this Contract. The State and Contractor agree that the 30 day advanced written notice for the Stop Work Order is waived. The State will not be obligated to pay for any services from 10/4/2019 through the end of the stop work period. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-Woodsk@Michigan.gov
MDHHS	Chris Farrell	517-335-8388	farrellc@michigan.gov

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



CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **171190000000277**

CONTRACTOR	ALTARUM INSTITUTE
	3520 Green Ct., Suite 300
	Ann Arbor, MI 48105
	Wendy Hodel
	734-302-4946
	wendy.hodel@altarum.org
	CV0023268

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406	
		barronj1@michigan.gov	

CONTRACT SUMMARY

MICHIGAN DENTAL REGISTRY (MIDR)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 1, 2019	September 30, 2023	5 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
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

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,206,397.00	\$0.00	\$5,206,397.00		

DESCRIPTION

Effective 8/2/2019, the parties agree to reduce the 2/1/2019 - 9/30/2019 price by 5% per the attached revised and restated cost table for that time period. All other terms, conditions, specifications, and pricing remain the same. Per agency, Contractor and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-Woodsk@Michigan.gov
MDHHS	Chris Farrell	517-335-8388	farrellc@michigan.gov

**Revised and Restated Year 1 Cost Table
(for Period 2/1/2019 – 9/30/2019)**

Year 1: 2/1/19 - 9/30/19					
	Maintenance	Support	Hosting	Enhancements	Total
Labor	\$96,381.00	\$155,007.58	\$ -	\$ -	\$251,388.58
**Provider Recruitment and Onboarding	\$ -	\$10,800.09	\$ -	\$ -	\$10,800.09
ODCs	\$6,700.00	\$7,101.74	\$40,200.00	\$ -	\$54,001.74
Total	\$103,081.00	\$172,909.41	\$40,200.00	\$0.00	\$316,190.41



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management & Budget
 525 W. Allegan Street, Lansing, MI 48913
 PO Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171-190000000277**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Altarum Institute
	3520 Green Ct., Suite 300
	Ann Arbor, MI 48105
	Sean Michaels
	734-302-4674
	sean.michaels@altarum.org
	CV0023268

STATE	Program Manager	Multiple – See Below	
	Contract Administrator	Jarrod Barron	DTMB
		517-249-0406	
		Barronj1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Michigan Dental Registry (MiDR)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
2/1/2019	9/30/2023	Five (5) 1-Year	9/30/2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
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			
MISCELLANEOUS INFORMATION			
This contract is established from Invitation to Negotiate 171-19000000010. DTMB Program Manager: Kimberly Koppsch-Woods, Koppsch-Woodsk@michigan.gov, 517-241-3314. DHHS Program Manager: Chris Farrell, FarrellC@michigan.gov, 517-335-8388.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$5,206,397.00

FOR THE CONTRACTOR:

Altarum Institute
Company Name

Sean Michaels
Authorized Agent Signature

Sean Michaels
Authorized Agent (Print or Type)

4/9/19
Date

FOR THE STATE:

Jarrood Barron
Signature

Jarrood Barron, IT Category Specialist
Name & Title

DTMB Central Procurement Services
Agency

4/10/2019
Date



STATE OF MICHIGAN

CONTRACT TERMS

Software Contract

This Software Contract (this “Contract”) is agreed to between the State of Michigan (the “**State**”) and Altarum Institute (“Contractor”), a Michigan non-profit corporation. This Contract is effective on February 1, 2019 (“Effective Date”), and unless earlier terminated, will expire on September 30, 2023 (the “Term”).

This Contract may be renewed for up to five (5) additional one (1) year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

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

“**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.

“**Aggregated Data**” has the meaning set forth in **Section 17.1**.

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 24.3(b)(ii)**.

“**API**” means all Application Programming Interfaces and associated API Documentation provided by Contractor, and as updated from time to time, to allow the Software to integrate with various State and Third Party Software.

“**Approved Open-Source Components**” means Open-Source Components that may be included in or used in connection with the Software and are specifically identified in an exhibit to the Statement of Work, and approved by the State.

“**Authorized Users**” means Persons authorized by the State, or otherwise authorized through Electronic Health Record integrations, to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

“**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 for the Software. The Business Owner will be identified in the Statement of Work.

“Business Requirements Specification” means the initial specification setting forth the State’s business requirements regarding the features and functionality of the Software, as set forth in the Statement of Work.

“Change” has the meaning set forth in **Section 2.2**.

“Change Notice” has the meaning set forth in **Section 2.2(b)**.

“Change Proposal” has the meaning set forth in **Section 2.2(a)**.

“Change Request” has the meaning set forth in **Section 2.2**.

“Confidential Information” has the meaning set forth in **Section 18.1**.

“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 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 proposal submitted in response to the RFP.

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

“Data” has the meaning set forth in **Section 17.1**.

“Deliverables” means the Software, and all other documents and other materials 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 the Statement of Work.

“Dispute Resolution Procedure” has the meaning set forth in **Section 29.1**.

“Documentation” means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

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

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

“Fees” means the Pricing set forth in the Pricing Schedule in the Statement of Work.

“Financial Audit Period” has the meaning set forth in **Section 27.1**.

“Force Majeure” has the meaning set forth in **Section 30.1(a)**.

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

“HIPAA” has the meaning set forth in **Section 17.1**.

“Implementation Plan” means the schedule included in the Statement of Work setting forth the sequence of events for the performance of Services under the Statement of Work, including the Milestones and Milestone Dates.

“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 the 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.

“License Agreement” has the meaning set forth in Section 3.

“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 and Support Schedule” means the services as provided in Schedule B, setting forth the Support Services Contractor will provide to the State, and the parties' additional rights and obligations with respect thereto.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, 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.

“Milestone” means an event or task described in the Implementation Plan under the Statement of Work that must be completed by the corresponding Milestone Date.

“Milestone Date” means the date by which a particular Milestone must be completed as set forth in the Implementation Plan under the Statement of Work.

“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.

“Nonconformity” or **“Nonconformities”** means any failure or failures of the Software to conform to the requirements of this Contract, including any applicable Documentation.

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

“Open-Source License” has the meaning set forth in **Section 4**.

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

“Permitted Subcontractor” has the meaning set forth in **Section 8.4**.

“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” (if applicable) means the schedule included in the Pricing Section of Schedule A, setting forth the License Fees, Implementation Fees, Support Services Fees, and any other fees, rates and prices payable under this Contract.

“Project 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 for the Software. Each party's Project 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.

“**RFP**” means the State’s request for proposal designed to solicit responses for Services under this Contract.

“**Services**” means any of the services Contractor is required to or otherwise does provide under this Contract, the Statement of Work, the Maintenance and Support Schedule (if applicable), or the Service Level Agreement (if applicable).

“**Service Level Agreement**” means the service level agreement attached as Schedule B to this Contract, setting forth Contractor’s obligations with respect to the hosting, management and operation of the Software.

“**Software**” means Contractor’s software set forth in the Statement of Work, and any Maintenance Releases or New Versions made available to the State and any Configurations made for the State pursuant to this Contract

“**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.

“**Specifications**” means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, Documentation, RFP or Contractor’s Bid Response, if any, for such Software, or elsewhere in the Statement of Work.

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

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

“**State Resources**” has the meaning set forth in **Section 9.1(a)**.

“**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 22**.

“**Support Services**” means the software maintenance and support services Contractor is required to or otherwise provides to the State and Authorized Users under the Maintenance and Support Schedule (if applicable) or the Service Level Agreement (if applicable).

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

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

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

“**Unauthorized Removal**” has the meaning set forth in **Section 8.3(b)**.

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

“**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, 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.

2. Statements of Work. Contractor shall provide Services and Deliverables 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 **Section 21**. 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 (including the Implementation Plan and all Milestone Dates) is strictly required.

2.1. Statement of Work Requirements. Each Statement of Work may include the following:

- (a) names and contact information for Contractor’s Contract Administrator, Project Manager and Key Personnel;
- (b) names and contact information for the State’s Contract Administrator, Project 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 Software to be provided under this Contract, including the:
 - (i) version and release number of the Software;

- (ii) Business Requirements Specification;
- (iii) Technical Specification; and
- (iv) a description of the Documentation to be provided;
- (e) an Implementation Plan, including all Milestones, the corresponding Milestone Dates and the parties' respective responsibilities under the Implementation Plan;
- (f) the due dates for payment of Fees and any invoicing requirements, including any Milestones on which any such Fees are conditioned, and such other information as the parties deem necessary;
- (g) disclosure of all Open-Source Components (each identified on a separate exhibit to the Statement of Work), in each case accompanied by such related documents as may be required by this Contract;
- (h) description of all liquidated damages associated with this Contract; and
- (i) a detailed description of all State Resources required to complete the Implementation Plan.

2.2. 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 Services and Implementation Plan (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 2.2**.

- (a) As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change ("**Change Proposal**"), setting forth:
 - (i) a written description of the proposed Changes to any Services or Deliverables;
 - (ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under the Statement of Work;
 - (iii) any additional State Resources Contractor deems necessary to carry out such Changes; and
 - (iv) any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.
- (b) Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their

disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to the Statement of Work to which it relates; and

- (c) If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:
 - (i) require Contractor to perform the Services under the Statement of Work without the Change;
 - (ii) require Contractor to continue to negotiate a Change Notice;
 - (iii) initiate a Dispute Resolution Procedure; or
 - (iv) notwithstanding any provision to the contrary in the Statement of Work, terminate this Contract under **Section 21**.
- (d) 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. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.
- (e) The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Non-Conformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Support Services under this Contract.
- (f) 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.

3. License Grants.

3.1. Use License. Contractor hereby grants to the State, and its Authorized Users, the license to use, during the term of this Agreement, the existing Michigan Dental Registry (MiDR®) system and Documentation in accordance with the terms and conditions of this Contract.

3.2. Data License. Contractor grants to the State a perpetual, non-exclusive, non-royalty bearing license in and to the Data, except to the extent that Data includes (i) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Services, 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 (ii) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and its related rules and regulations, which PII and PHI is not included in the license. This license survives termination or expiration of this Contract.

4. Open-Source Licenses. Any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license ("Open-Source License"). Contractor shall identify and describe in an exhibit to the Statement of Work each of the Approved Open-Source Components of the Software, and include an exhibit attaching all applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available.

5. Hosting. Contractor will maintain the Availability Requirement and the Support Service Level Requirement set forth in the Service Level Agreement attached as Schedule B to this Contract.

6. Support Services.

6.1. Support Services for Externally Hosted Software. Contractor shall provide the State with the Support Services described in the Service Level Agreement attached as Schedule B to this Contract.

7. Data Privacy and Information Security.

7.1. 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 Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Data; (c) protect against unauthorized disclosure, access to, or use of the Data; (d) ensure the proper disposal of Data; and (e) ensure that all Contractor Representatives 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 at http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755--_,00.html. The confidentiality requirements of this Section 7.1 do not apply to any Aggregated Data.

7.2. 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/cybersecurity/0,1607,7-217-34395_34476---,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.

7.3. 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 Services and from time to time during the term of this Contract. During the providing of Services, 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 forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

7.4. Audit Findings. With respect to Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

7.5. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or the 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 (a).

7.6. Security Requirements for Externally Hosted Software. Contractor shall comply with the security requirements set forth in Schedule C to this Contract.

8. Performance of Services. Contractor will provide all Services and Deliverables in a timely, professional and workmanlike manner and in accordance with the terms, conditions, and Specifications set forth in this Contract and the Statement of Work.

8.1. Contractor Personnel.

- (a) 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.
- (b) Prior to any Contractor Personnel performing any Services, Contractor will:
 - (i) ensure that such Contractor Personnel have the legal right to work in the United States;
 - (ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and
 - (iii) upon request, perform background checks on all Contractor Personnel 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 on Contractor Personnel.
- (c) Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.
- (d) The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

8.2. Contractor's Project Manager. Throughout the Term of this Contract, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor's Project Manager, who will be considered Key Personnel of Contractor. Contractor's Project Manager will be identified in the Statement of Work.

- (a) Contractor's Project Manager must:
 - (i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;
 - (ii) be responsible for overall management and supervision of Contractor's performance under this Contract; and
 - (iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.
- (b) Contractor's Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan, and will otherwise be available as set forth in the Statement of Work.
- (c) Contractor will maintain the same Project Manager throughout the Term of this Contract, unless:
 - (i) the State requests in writing the removal of Contractor's Project Manager;
 - (ii) the State consents in writing to any removal requested by Contractor in writing;
 - (iii) Contractor's Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.
- (d) Contractor will promptly replace its Project Manager on the occurrence of any event set forth in Section 1.1(c). Such replacement will be subject to the State's prior written approval.

8.3. Contractor's Key Personnel.

- (a) 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.
- (b) 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 21.1**.

- (c) 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.

8.4. Subcontractors. 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.

9. State Obligations.

9.1. State Resources and Access. The State is responsible for:

- (a) providing the State Materials and such other resources as may be specified in the Statement of Work (collectively, "State Resources"); and
- (b) if the Software is internally hosted on State systems, providing Contractor Personnel with such access to the Site(s) and Operating Environment as is necessary for Contractor to perform its obligations on a timely basis as set forth in the Statement of Work.

9.2. State Project Manager. Throughout the Term of this Contract, the State will maintain a State employee to serve as the State's Project Manager under this Contract. The State's Project Manager will be identified in the Statement of Work. The State's Project Manager will be available as set forth in the Statement of Work.

10. Pre-Delivery Testing.

10.1. Testing By Contractor. Before delivering and installing the Software, Contractor must:

- (a) test the Software to confirm that it is fully operable, meets all applicable Specifications and will function in accordance with the Specifications and Documentation when properly installed in the Operating Environment;
- (b) scan the Software using industry standard scanning software and definitions to confirm it is free of Harmful Code; and
- (c) remedy any Non-Conformity or Harmful Code identified when possible and retest and rescan the Software.

11. Collaboration on look and feel. The State has the right to participate- and Contractor will collaborate with the State with respect to the look and feel of the Software resulting from any Maintenance Release.

12. Training. Contractor shall provide, at no additional charge, education, onboarding assistance, training, and technical assistance on all uses of the Software permitted hereunder in accordance with the times, locations and other terms set forth in the Statement of Work. Upon the State's request, Contractor shall timely provide training for additional Authorized Users or other additional training on all uses of the Software for which the State requests such training, at such reasonable times and locations and pursuant to such rates, if any set forth in the Pricing Schedule.

13. Maintenance Releases; New Versions.

13.1. Maintenance Releases. Provided that the State is current on its Support Services Fees, during the Term, Contractor shall provide the State, at no additional charge, with all Maintenance Releases, each of which will constitute Software and be subject to the terms and conditions of this Contract.

13.2. New Versions. Provided that the State is current on its Support Services Fees, during the Term, Contractor shall provide the State, at no additional charge, with all New Versions, each of which will constitute Software and be subject to the terms and conditions of this Contract.

13.3. Installation. The State has no obligation to install or use any Maintenance Release or New Versions. If the State wishes to install any Maintenance Release or New Version, the State shall have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in the Statement of Work. Contractor shall provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor. The State's decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract.

14. Firm Pricing. All Pricing set forth in this Contract is firm and will not be increased.

15. Invoices and Payment.

15.1. Invoices. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work. Contractor must submit each invoice in both hard copy and electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

- (a) clearly identify the Contract and delivery order number to which it relates, in such manner as is required by the State;
- (b) include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements;
- (c) for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates;
- (d) include such other information as may be required by the State as set forth in the Statement of Work; and
- (e) Itemized invoices must be submitted to DTMB-Accounts-Payable@michigan.gov.

15.2. Payment. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, et seq., within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. 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

15.3. Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

15.4. 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;
- (b) 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;
- (c) works with Contractor in good faith to resolve the dispute promptly; and
- (d) promptly pays any amount determined to be payable by resolution of the dispute.
- (e) Contractor shall not withhold any Services 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 15.4 or any dispute arising therefrom.

15.5. Right of Setoff. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

16. Intellectual Property Rights.

16.1. Ownership Rights in Software

- (a) Subject to the rights and licenses granted by Contractor in this Contract,
 - (i) Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software and Aggregated Data; and
 - (ii) none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.

16.2. Rights in Open-Source Components. Ownership of all Intellectual Property Rights in Open-Source Components shall remain with the respective owners thereof, subject to the State's rights under the applicable Open-Source Licenses.

16.3. The State is and will be the sole and exclusive owner of all right, title, and interest in and to Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

- (a) Contractor will create Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and
- (b) to the extent Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:
 - (i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to Work Product, including all Intellectual Property Rights; and
 - (ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to Work Product.

17. Data.

17.1. Data includes (a) User Data (b) aggregated, de-identified User Data; (c) de-identified aggregated population health data ((b) and (c) individually or collectively "Aggregated Data") and (d) any other data collected, used, processed, stored, or generated by the State in connection with the Services, including but not limited to (i) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Services, 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 (ii) personal health information ("PHI") collected, used,

processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act (“HIPAA”) and its related rules and regulations. This Section 17.1 survives termination or expiration of this Contract.

17.2. Loss or Compromise of Data. Except as provided in this Section 17.2, 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 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 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 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 confidentiality requirements of this **Section 17.2** do not apply to any Aggregated Data. This **Section 17.2** survives termination or expiration of this Contract.

18. Confidential Information. Each party acknowledges that it may be exposed to or acquire communication or data of the other party that is confidential in nature and is not intended to be disclosed to third parties. This **Section 18** survives termination or expiration of this Contract.

18.1. Meaning of Confidential Information. 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 or is: (a) in the possession of the State and 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).

18.2. 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 the Contractor’s subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor’s responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any of the Contractor’s Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 18.2.**

18.3. 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. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

18.4 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.

18.4. Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business 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. If Contractor or the State determine that the return of any

Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party.

19. 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.

20. 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.

21. Termination, Expiration, Transition. The State may terminate this Contract, the Support Services, or any Statement of Work, in accordance with the following:

21.1. Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

- (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security Data, (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.
- (b) If the State terminates this Contract under this **Section 21**, the State will issue a termination notice. If it is later determined that Contractor was not in breach of this 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 21**.
- (c) The State will only pay for amounts due to Contractor for Services 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. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Support Services Fees. Further, 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 Services from other sources.

21.2. Termination for Convenience. Except as provided herein, the State may terminate this Contract in whole or in part, without penalty and for any reason upon sixty (60) days prior written notice. The State may immediately terminate this Contract, in whole or in part, without penalty due to an appropriation or budget shortfall. 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 to the extent the funds are available.

22. Stop Work Order. The State may, at any time, order the Services of Contractor fully or partially stopped for its own convenience for up to ninety (90) calendar days at no additional cost to the State.

The State will provide Contractor thirty (30) days advanced written notice detailing such suspension (a "Stop Work Order"). Contractor must comply with the Stop Work Order upon receipt. Within 90 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 this Contract. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period.

23. Contractor Representations and Warranties.

23.1. Authority. Contractor represents and warrants to the State that:

- (a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;
- (c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and
- (d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

23.2. Software Representations and Warranties. Contractor further represents and warrants to the State that:

- (a) it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;
- (b) it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;
- (c) the Software, and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;
- (d) neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:
 - (i) conflict with or violate any applicable Law;
 - (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or
 - (iii) require the provision of any payment or other consideration to any third party;
- (e) when used by the State or any Authorized User in accordance with this Contract and the Documentation, the Software or Documentation as delivered or installed by Contractor does not or will not:

- (i) infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; or
 - (ii) fail to comply with any applicable Law;
- (f) as provided by Contractor, the Software does not or will not at any time during the license term contain any:
 - (i) Harmful Code; or
 - (ii) Open-Source Components or operate in such a way that it is developed or compiled with or linked to any Open-Source Components, other than Approved Open-Source Components specifically described in the Statement of Work.
- (g) all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the Software have any material undocumented feature; and
- (h) it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract.
- (i) when used in the Operating Environment (or any successor thereto) in accordance with the Documentation, all Software as provided by Contractor, will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Contract and the Documentation; and
- (j) no Maintenance Release or New Version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software.

23.3. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS CONTRACT.

24. Indemnification

24.1. 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; and (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).

24.2. Indemnification Procedure. 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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. Any litigation activity on behalf of the State or any of its subdivisions, under this Section 24, 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.

24.3. Infringement Remedies.

- (a) The remedies set forth in this Section 24.3 are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.
- (b) If any Software or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:
 - (i) procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or
 - (ii) modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.
- (c) If neither of the foregoing is possible notwithstanding Contractor's best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

- (i) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Software provided under the Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and
 - (ii) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.
- (d) If Contractor directs the State to cease using any Software under subsection (c), the State may terminate this Contract for cause under **Section 21**.
- (e) Contractor will have no liability for any claim of infringement arising solely from:
- (i) Contractor's compliance with any designs, specifications, or instructions of the State; or
 - (ii) modification of the Software by the State without the prior knowledge and approval of Contractor;
 - (iii) unless the claim arose against the Software independently of any of the above specified actions.

25. Liquidated Damages.

25.1 The parties agree that any delay or failure by Contractor to timely perform its obligations in accordance with the Implementation Plan and Milestone Dates agreed to by the parties will interfere with the proper and timely implementation of the Software, to the loss and damage of the State. Further, the State will incur major costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that any liquidated damages Contractor must pay to the State as a result of such nonperformance are described in the Statement of Work, and that these amounts are reasonable estimates of the State's damages in accordance with applicable Law.

25.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event if Contractor fails to timely perform its obligations by each Milestone Date.

25.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 21**, and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

25.4 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.

26. Damages Disclaimers and Limitations.

26.1. Disclaimer of Damages. NEITHER PARTY WILL 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. THIS DISCLAIMER DOES NOT APPLY WITH RESPECT TO ANY INDEMNIFICATION OBLIGATIONS IN SECTION 24 AND TO THE OBLIGATIONS IN LOSS OR COMPROMISE OF DATA SECTION 17.2.

26.2. The State's Limitation of Liability. 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.

27. Records Maintenance, Inspection, Examination, and Audit.

27.1. Right of 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 this Contract through the Term of this Contract and for four (4) years after the latter of termination, expiration, or final payment under this Contract or any extension ("Financial Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

27.2. Right of Inspection. Within ten (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 Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within forty-five (45) calendar days.

27.3. Application. This Section 27.3 applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

28. Insurance.

28.1. Required Coverage.

- (a) Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<p><u>Minimal Limits:</u></p> <p>\$1,000,000 Each Occurrence Limit</p> <p>\$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit</p> <p>\$2,000,000 Products/Completed Operations</p> <p><u>Deductible Maximum:</u></p> <p>\$50,000 Each Occurrence</p>	<p>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 0.</p>
Umbrella or Excess Liability Insurance	
<p><u>Minimal Limits:</u></p> <p>\$5,000,000 General Aggregate</p>	<p>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.</p>
Automobile Liability Insurance	
<p><u>Minimal Limits:</u></p> <p>\$1,000,000 Per Occurrence</p>	
Workers' Compensation Insurance	
<p><u>Minimal Limits:</u></p> <p>Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
Employers Liability Insurance	
<p><u>Minimal Limits:</u></p> <p>\$500,000 Each Accident</p> <p>\$500,000 Each Employee by Disease</p>	

\$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	

- (b) If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed, to limit any liability or indemnity of Contractor to any indemnified party or other persons.
- (c) If any of the required policies provide claim-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.
- (d) Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the

Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

28.2. Non-waiver. This **Section 28.2** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

29. Dispute Resolution.

29.1. Unless otherwise specified in the Statement of Work, the parties will endeavor to resolve any Contract dispute in accordance with Section 29 (the "Dispute Resolution Procedure"). The initiating party will reduce its description of the dispute to writing (including all supporting documentation) and deliver it to the responding party's Project Manager. The responding party's Project Manager must respond in writing within five (5) Business Days. The initiating party has five (5) Business Days to review the response. If after such review resolution cannot be reached, both parties will have an additional five (5) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within a total of fifteen (15) Business Days, the parties must submit the dispute to the parties' Contract Administrators. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

29.2. Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' Contract Administrators, and either Contract Administrator concludes that resolution is unlikely, or fails to respond within fifteen (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 29 does not limit the State's right to terminate this Contract.

30. General Provisions

30.1. Force Majeure.

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

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

30.2. **Further Assurances.** Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

30.3. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

30.4. **Media Releases.** Publications, news releases (including educational and promotional literature and commercial advertisements) that include reference to the State or include the MDHHS logo as part of this Contract, including project deliverables to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

30.5. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Contract must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this **Section 30.5**).

If to Contractor: 3520 Green Ct., Suite 300, Ann Arbor, MI 48105

Email: sean.michaels@altarum.org

Attention: Sean Michaels, Sr. Contract Specialist

If to State: 525 W. Allegan, 1st Floor, Lansing, MI 48913

Email: barronj1@michigan.gov

Attention: Jarrod Barron, IT Category Specialist

Notices sent in accordance with this **Section 30.5** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next

Business Day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

30.6. Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

30.7. Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 21.1**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 30.7** is void.

30.8. No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

30.9. Amendment and Modification; Waiver. No amendment to or modification of this Contract is effective unless it is in writing, identified as an amendment to this Contract and signed by both parties Contract Administrator. Further, certain amendments to this Contract may require State Administrative Board Approval. No waiver by any party of any of the provisions of this Contract will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract will operate or be construed as a waiver. Nor will any single or partial exercise of any right, remedy, power or privilege under this Contract preclude the exercise of any other right, remedy, power or privilege.

30.10 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

30.11 Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal

jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

30.12 Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 30.12**.

30.13 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. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or Permitted Subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

30.14 Schedules. All Schedules that are referenced herein and attached hereto are hereby incorporated by reference.

30.15 Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

30.16 Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to "intellectual property," and all Software and Deliverables are and will be deemed to be "embodiments" of "intellectual property," for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "Code"). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar Laws with respect to all Software and other Deliverables. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate shall become subject to any bankruptcy or similar proceeding:

- (a) all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract; and
- (b) the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Software or other Deliverables, and the same, if not already in the State's possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

30.17 Compliance with Laws. Contractor and its Representatives must comply with all Laws in connection with this Contract.

30.18 Non-Exclusivity. Nothing contained in this Contract is intended nor is to 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 Services from other sources.

30.19 Entire Agreement. This Contract, together with all Schedules, Exhibits, and the Statement of Work constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Contract, the Schedules, Exhibits, and the Statement of Work, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules, and the Statement of Work; and (b) second, the Statement of Work as of the Effective Date; and (c) third, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON CONTRACTORS INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

**SCHEDULE A
Statement of Work**



Project Title: Operations, Maintenance, and Expansion of Michigan Dental Registry System MiDR)	Estimated Period of Coverage: 2/1/2019 – 9/30/2019
Requesting Agency: Michigan Department of Health and Human Services	Date: December 12, 2018
Agency Program Manager: Chris Farrell	Phone: 517-335-8388
DTMB Program Manager: Kimberly Koppsch-Woods	Phone: 517-241-3314

This Statement of Work (SOW) is made between the State of Michigan (State) and Altarum Institute (Contractor) in an effort to replace contract E20182878-001, effective as of the date set forth on the signature page of this Agreement. The timeframe for this contract is four year, eight month base (2/1/2019 – 9/30/2023) plus five option years (10/1/2023 – 9/30/2028) and includes a yearly 2% escalation fee of labor costs only starting with year three.

NOW THEREFORE, the Parties agree as follows:

I. BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

1. The Michigan Department of Health and Human Services (MDHHS) through the Michigan Department of Technology, Management & Budget (DTMB) requests creation of a new contract to maintain, support, and expand the existing Michigan Dental Registry (MiDR) system within the MDHHS Child Adolescent Health/Oral Health Division.

II. BACKGROUND AND PROJECT OBJECTIVE

1. Altarum Institute has developed and built a custom system that specifically meets the State's specific requirements. Altarum currently owns the source code and hosts the system. The objective of this contract is to maintain the existing system, improve communication and care coordination between medical, dental, and social service providers for improved utilization of dental benefits for the Healthy Kids Dental program, and to explore the expansion of registry users to address oral health needs of pregnant women covered by the Medicaid Adult Dental benefit.

III. SCOPE OF WORK

1. Operations, Maintenance, Hosting, and Enhancements
 - A. Conduct periodic system monitoring including applying software updates and patches to the operating system to protect from security threats.

- 1) State Responsibility:
 - i. Provide guidance to the Contractor regarding the State secure application development lifecycle (SADLC) requirements.
- 2) Contractor Responsibility:
 - i. Comply with State secure application development lifecycle (SADLC) at the direction of the DTMB Program Manager.
 - ii. Provide the process being used for application scanning to the DTMB Program Manager.
 - iii. Complete AppScan testing and remediate vulnerabilities at the direction of the DTMB Program Manager.
- B. Perform database monitoring and clean up, including making necessary changes such as re-evaluating indexes and organization of data to accommodate the increase in volume of data.
- C. Maintain hosting of MiDR application on Altarum Secure Network.
- D. Monitor childhood caries preventive services delivered in medical and dental settings.
- E. Collaborate with the Healthy Kids Dental vendors to enable referrals to their dental networks.
- F. Perform maintenance tuning periodically as transaction volumes increase or change. This could include modifying programs in order to function under different conditions than was originally planned.
- G. Explore the expansion of the scope of MiDR. Scope expansions, not to be considered enhancements, may include, but are not limited to, the Medicaid adult dental benefit for pregnant women, including assessment of new user roles, functionality, and adoption activities.
- H. Support user management activities including user authorization and onboarding of new users.
- I. Encourage increased adoption among medical, dental, and social service providers.
- J. Provide education and technical assistance to healthcare users to integrate preventive oral health services into their clinical workflow.
- K. Assess and assist MDHHS with reporting needs which shall include, but not be limited to, the following:
 - 1) Number of providers enrolled to use MiDR from the Healthy Kids Dental vendors' networks
 - 2) The promotion and education to providers regarding the use and benefits of MiDR
 - 3) Comparative data on completed referral rates
 - 4) Analysis of caries trends

- 5) Evaluation of cost savings
2. The Contractor shall ensure MiDR complies with all State policies and standards.

IV. PROJECT DELIVERABLES

1. Continued utilization of the MiDR application within the Michigan provider community.
2. Improved communication between medical, dental, and social services providers regarding patient oral health.
3. Sustained secure user access to MiDR through continuation of established user authorization processes.
4. Enhanced practice of achieving preventive dental service accessibility.
5. Use of the Software, Data (as set forth in the license grant), and Documentation.

V. LOCATION OF WHERE WORK IS TO BE PERFORMED

1. The work will be conducted at the Contractor's worksite.

VI. ACCEPTANCE CRITERIA

1. All written deliverables and custom software deliverables require formal written approval by the DTMB and MDHHS Program Managers listed herein in accordance with the Contract Terms.

VII. POST IMPLEMENTATION SUPPORT

1. Maintenance and Support – Contractor will provide ongoing maintenance and support as outlined in **Schedule B** of the Contract.
2. Additional State Requirements – If a new State requirement or modification of a current requirement is needed a Contract Change Notice will need to be submitted, approved, and signed by both State and Contractor.

VIII. PROJECT ASSUMPTIONS & RISKS

1. Identified assumptions include:
 - A. The Contractor will provide a Project Manager who will manage the project and serve as a primary contact and manage Contractor resources and activities. The State will provide a Project Manager who will serve as the primary contact for the State and manage State resources and activities.
 - B. The State will provide appropriate staff for requirements gathering, design, development and testing, and other activities, when needed.
 - C. State will provide subject matter expertise, when needed.
2. State will provide the required approvals and resources to meet the key milestone dates as outlined in the project schedule.

IX. PROJECT SCHEDULE

1. Solution already implemented. For all future enhancements Contractor Project Manager will obtain pre-approval from Agency Project Manager and DTMB Project Manager before any work is started on said enhancement projects.
2. The Contractor, in cooperation with the State, will develop the detailed project schedule as part of Initiation and Planning activities.

X. PRICING

1. The total cost for the services is outlined below. No additional maintenance or support costs shall be assessed. Invoices will be submitted monthly. The annual fees listed below will be invoiced in monthly increments following the completion of an associated month. The invoices shall be approved by the MDHHS Program Manager and DTMB Program Manager in conjunction of receipt and acceptance of the monthly Project Report prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed and progress of the project and cost.

2. Pricing Schedule

Item	Maintenance	Support	Hosting	Total
*Year 1 (2/1/2019 - 9/30/2019)				
Labor	\$96,381.00	\$170,338.00	n/a	\$266,719.00
**Provider Recruitment and Onboarding	n/a	\$11,613.00	n/a	\$11,613.00
***Other Direct Costs (ODCs)	\$6,700.00	\$7,600.00	\$40,200.00	\$54,500.00
8 Month Total	\$103,081.00	\$189,551.00	\$40,200.00	\$332,832.00
Year 2 (10/1/2019 - 9/30/2020)				
Labor	\$146,729.00	\$259,321.00	n/a	\$406,050.00
Provider Recruitment and Onboarding	n/a	\$19,411.00	n/a	\$19,411.00
Other Direct Costs (ODCs)	\$10,000.00	\$12,000.00	\$60,000.00	\$82,000.00
Total	\$156,729.00	\$290,732.00	\$60,000.00	\$507,461.00
Year 3 (10/1/2020 - 9/30/2021)				
****Labor	\$149,663.00	\$264,507.00	n/a	\$414,170.00
Provider Recruitment and Onboarding	n/a	\$19,411.00	n/a	\$19,411.00
Other Direct Costs (ODCs)	\$10,000.00	\$12,000.00	\$60,000.00	\$82,000.00
Total	\$159,663.00	\$295,918.00	\$60,000.00	\$515,581.00
Year 4 (10/1/2021 - 9/30/2022)				
Labor	\$152,657.00	\$269,798.00	n/a	\$422,455.00
Provider Recruitment and Onboarding	n/a	\$19,411.00	n/a	\$19,411.00
Other Direct Costs (ODCs)	\$10,000.00	\$12,000.00	\$60,000.00	\$82,000.00

Total	\$162,657.00	\$301,209.00	\$60,000.00		\$523,866.00
Year 5 (10/1/2022 - 9/30/2023)					
Labor	\$155,710.00	\$275,193.00	n/a		\$430,903.00
Provider Recruitment and Onboarding	n/a	\$19,411.00	n/a		\$19,411.00
Other Direct Costs (ODCs)	\$10,000.00	\$12,000.00	\$60,000.00		\$82,000.00
Total	\$165,710.00	\$306,604.00	\$60,000.00		\$532,314.00
Option Year 1 (10/1/2023 - 9/30/2024)					
Labor	\$158,824.00	\$280,697.00	n/a		\$439,521.00
Provider Recruitment and Onboarding	n/a	\$19,411.00	n/a		\$19,411.00
Other Direct Costs (ODCs)	\$10,000.00	\$12,000.00	\$60,000.00		\$82,000.00
Total	\$168,824.00	\$312,108.00	\$60,000.00		\$540,932.00
Option Year 2 (10/1/2024 - 9/30/2025)					
Labor	\$162,000.00	\$286,311.00	n/a		\$448,311.00
Provider Recruitment and Onboarding	n/a	\$19,411.00	n/a		\$19,411.00
Other Direct Costs (ODCs)	\$10,000.00	\$12,000.00	\$60,000.00		\$82,000.00
Total	\$172,000.00	\$317,722.00	\$60,000.00		\$549,722.00
Option Year 3 (10/1/2025 - 9/30/2026)					
Labor	\$165,241.00	\$292,038.00	n/a		\$457,279.00
Provider Recruitment and Onboarding	n/a	\$19,411.00	n/a		\$19,411.00
Other Direct Costs (ODCs)	\$10,000.00	\$12,000.00	\$60,000.00		\$82,000.00
Total	\$175,241.00	\$323,449.00	\$60,000.00		\$558,690.00
Option Year 4 (10/1/2026 - 9/30/2027)					
Labor	\$168,546.00	\$297,878.00			\$466,424.00
Provider Recruitment and Onboarding	n/a	\$19,411.00	n/a		\$19,411.00
Other Direct Costs (ODCs)	\$10,000.00	\$12,000.00	\$60,000.00		\$82,000.00
Total	\$178,546.00	\$329,289.00	\$60,000.00		\$567,835.00
Option Year 5 (10/1/2027 - 9/30/2028)					
Labor	\$171,916.00	\$303,836.00			\$475,752.00
Provider Recruitment and Onboarding	n/a	\$19,411.00	n/a		\$19,411.00
Other Direct Costs (ODCs)	\$10,000.00	\$12,000.00	\$60,000.00		\$82,000.00
Total	\$181,916.00	\$335,247.00	\$60,000.00		\$577,163.00
GRAND TOTAL (2/1/2019 - 9/30/2028)					
Labor	\$1,527,667.00	\$2,699,918.00	n/a		\$4,227,585.00
Provider Recruitment and Onboarding	n/a	\$186,312.00	n/a		\$186,312.00
Other Direct Costs (ODCs)	\$96,700.00	\$115,600.00	\$580,200.00		\$792,500.00

Total	\$1,624,367.00	\$3,001,830.00	\$580,200.00	\$5,206,397.00
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* 1st year is only 8 months due to bridge contract in place dating 10/1/2018 – 1/31/2019.

** Provider recruitment and onboarding includes, but is not limited to, collateral and resources for provider recruitment, technical assistance, and engagement. User support manual, customer service resources, and electronic tutorials on how to utilize the Michigan’s Dental Registry are included (\$19,000.00 annually).

*** Other Direct Costs (ODC’s) includes infrastructure tools and resources for support, maintenance, and enhancements for the Michigan’s Dental Registry. Funds cover the software tools used to manage the outreach, recruitment, and participation in the continuing education activity for medical and dental providers, including, but not limited to, Learning Management System, Go To Meeting, and Client Relationship Management tool subscriptions (\$22,000.00 annually), as well as IT costs related to the electronic health record integration efforts and hosting for the Michigan’s Dental Registry on Altarum’s Secure Network (\$60,000.00 annually).

**** Altarum’s compensation system provides for merit increases effective on April 1st each year. When an escalation is applied to labor bidding rates that effects all rates at one time; not incrementally throughout the year. Therefore, a 2% escalation rate was applied to labor costs only for years 3 – 10.

3. Payment shall be considered timely if made by the State within forty-five (45) days after receipt of properly completed invoices.

XI. EXPENSES

1. Other than costs listed in the Provider Recruitment and Onboarding line items in the cost table above associated with promoting MiDR to provider groups and providing training and technical support for MiDR users, the State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc.

XII. PROJECT CONTROL AND REPORTS

1. A monthly progress report must be submitted to the MDHHS and DTMB Program Managers throughout the life of this project with each monthly invoice. Each monthly progress report must contain the following:
 - A. Status: Indicate the project health in relation to project baseline schedule.
 - B. Accomplishments: Indicate what was worked on and what was completed during the current reporting period.
 - C. Upcoming Tasks: Indicate tasks due within the next month.
 - D. Issues and Risks: Indicate any items that will post as a risk and the mitigation and any outstanding issues.
 - E. Variances: Identify any schedule variance from the most recent baseline.

XIII. CONTRACTOR KEY PERSONNEL

1. The Contractor Security Officer for this project is:

Steve Towell
Altarum Institute
Corporate Director, Information Technology
(734) 302-4710
Email: Steve.Towell@altarum.org

2. The Contractor Program Manager is:

Amanda DeLandsheer
Altarum Institute
Program Manager
(734) 302-4779
Email: Amanda.DeLandsheer@altarum.org

3. The Contractor Contract Administrator is:

Sean Michaels
Altarum Institute
Senior Contract Specialist
(734) 302-4706
Email: Sean.Michaels@altarum.org

4. The Contractor Technical Director is:

Revathy Subramanian
Altarum Institute
Technical Director
(734) 302-4935
Email: Revathy.Subramanian@altarum.org

XIV. PROJECT CONTACTS

1. The DTMB Buyer for this project is:

Jarrod Barron
Michigan Department of Technology, Management and Budget
Central Purchasing Services
517-284-7045
Email: BarronJ1@michigan.gov

2. The designated MDHHS Program Manager is:

Chris Farrell
Michigan Department of Health and Human Services
517-335-8388 Office
Email: FarrellC@michigan.gov

3. The designated DTMB Program Manager is:

Kimberly Koppsch-Woods
Michigan Department of Technology, Management and Budget
Agency Services
300 E. Michigan Ave
Lansing, MI 48933
517-241-3314 Office
517-243-8786 Mobile
Email: Koppsch-woodsk@michigan.gov

XV. GENERAL PROVISIONS

1. **Web or Hyperlinks.** In the event Contractor is unable to access or view any of the web links (also known as hyperlinks) contained within this Contract, Contractor must promptly notify the DTMB Program Manager. An inaccessible or non-working web link will not excuse the Contractor of its duties and obligations under this Contract. Contractor is responsible for ensuring its personnel and/or subcontractors have reviewed all State and DTMB policies under this Contract

SCHEDULE B

Service Level Agreement and Disaster Recovery

This Service Level Agreement (“SLA”) between Altarum Institute and the Michigan Department of Health and Human Services (MDHHS) is for the provisioning of IT services required to support and maintain the Altarum Michigan’s Dental Registry (MiDR).

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

“**QIA**” means Quality Improvement Advisor (QIA), and is a role on the MiDR team. A QIA delivers direct-to-provider technical assistance to support the achievement of clinical quality and care coordination goals. The QIA is a certified trainer able to provide dental and medical continuing education courses to facilitate the adoption of the MiDR application, and supporting clients throughout the implementation of new practice.

“**ASN**” means the Altarum Secure Network (ASN), which houses the MiDR tool. The ASN is a secure network segment/enclave of systems used for collecting, storing, and manipulating sensitive (i.e., protected health information (PHI) and personally identifiable information (PII)) data used in analyses. The storage of such data meets all applicable security requirements and may be readily available to a geographically dispersed team. Access from an Altarum location is gained via encrypted remote desktop protocol (RDP). Access from a non-Altarum location is gained via encrypted virtual private network (VPN) along with encrypted remote desktop protocol (RDP). The ASN enclave of hardware and software is in Altarum’s headquarters in Ann Arbor, Michigan. The hardware of the ASN is contained within a steel cage within a secure server room on a secure floor of a secure building. While physical access to the building is unencumbered during business hours (via front entrance only), physical access to the floor, the server room, and the steel cage (and the building outside of business hours) is restricted by electronic badges keyed to level of access required. Physical and electronic access to the ASN is restricted to people with a valid need, and approval is required from the Altarum Vice President for Corporate Information Security and Technology. Investigatory staff with clearance to access information stored on the ASN are only allowed access to specific segregated project information for which they have been approved. Access to the ASN requires two-factor authentication and is only allowed from a computer with data at rest (DAR) encryption implemented. The ASN is assessed annually by an independent third party using the National Institute of Standards and Technology (NIST) Special Publication 800-53 Revision 4 (SP 800-53): Security and Privacy Controls for Federal Information Systems and Organizations. The third party uses the NIST SP800-53A: Guide for Assessing the Security Controls in Federal Information Systems and Organizations as the guide for the actual assessment of the NIST SP 800-53Rev4 family of controls. The independent assessment focuses on the family of controls contained within the SP 800-53, but it also looks at vulnerabilities in the systems contained within the ASN enclave. A penetration test is performed and results are recorded, resulting in a Plan of Action and Milestones (POAM) after the assessment.

“**BA**” means Business Analyst (BA), and is a role on the MiDR software team. The Health IT Business Analyst is responsible for supporting the design, development and implementation of health information technology solutions. Critically, their role includes

research, analysis, documentation, and translation of business requirements into functional requirements and specifications. The BA develops the testing, validation and implementation plans and processes, and performs quality assurance analysis.

“**HSTR**” means Michigan Health System Testing Repository (HSTR), the system used by Michigan Department of Health and Human Services (MDHHS) for collecting and recording relevant information on Eligible Professionals and Eligible Hospitals that test with one or more of the Public Health agencies for meaningful use or system on-boarding purposes.

Service Management

Service management is organized as three tiers of support.

Tier 1 support: Includes assistance regarding the enrollment for new users. A MiDR Quality Improvement Advisor (QIA) assists providers and clinical staff with enrollment, and as part of the onboarding process, provides trainings on how to use the registry. Either a QIA or MiDR Business Analyst (BA) will approve new user registrations. A QIA or BA can help users set up their Altarum Secure Network (ASN) account for pre-uploading patient panel information to MiDR. The BA will also assist users in resetting the ASN password if necessary. The Tier 1 support will be the first point of contact for any assistance related to the MiDR and will triage the issue and pass it on to Tier 2 if they cannot resolve the issue.

Tier 2 Support: Includes providing direct assistance to a MiDR user for uploading a patient panel file. This assistance is provided by a BA and a member of the MiDR development team to help users navigate uploading data to the ASN environment. A member of the MiDR development team will also be able to help the user understand how to check the patient panel file for upload compatibility within the registry. Tier 2 support also includes a BA and/or member of the MiDR development team working with the dental provider network vendor to process a file of dentist data to upload to MiDR through the ASN. Additionally Tier 2 will be responsible for any issues related to MiDR that were escalated from Tier 1. For issues that cannot be resolved by Tier 2 including ones that may require a software fix, Tier 3 will be engaged.

To support providers in participating in Meaningful Use, the QIA and/or BA provides direct support to providers in setting up an ASN account, and the steps required prior to their sending Meaningful Use data, including completing their MiDR registration in HSTR and guidance through the submission of a test file prior to submission of the production file (i.e. Meaningful Use data).

The BA manages the submissions of Meaningful Use files on a quarterly basis and moves the provider through the appropriate stages in HSTR, i.e. Testing and Validation stage upon submission of the test file, and Production stage after production file is sent.

Tier 3 Support: Includes all hardware and software maintenance overseen by the Contractor Technical Director. This includes regular system maintenance activities, monitoring of logs, and system upgrades as well as all issues escalated from other Tiers. This includes any software fixes for defects and other modifications needed for the proper functioning of the application. The MiDR development team also conducts regular

data analysis and data monitoring and ensures that MiDR is operating on the latest interoperability standards.

Service Requests

In support of services described in Schedule A, the Contractor will respond to service-related incidents and/or requests for support submitted by the Authorized Users as described below.

Telephone support (1-844-464-8338): 8:00 A.M. to 6:00 P.M. Monday – Friday

- Calls received outside of business hours will be redirected to a voicemail and best efforts will be made to return the call by the end of the next business day.

Email support (MiDR@altarum.org): Monitored 8:00 A.M. to 6:00 P.M. Monday – Friday

- Emails received outside of business hours will be reviewed during the next working day.

<u>Classification Level</u>	<u>Resolution Time Frame</u>	<u>Description:</u> Any Service Error Comprising or Causing any of the Following Events or Effects
High Priority	0-8 hours (during business hours of 8:00 am ET to 5:00 pm ET, Monday through Friday)	Login failure System unavailable System speed slower than usual System working properly but not storing data Electronic Health Records system failure Operating system failure Database failure Apache failure Insurer web service failures (e.g., Delta Dental, Blue Cross Blue Shield, etc.) User Interface error Shortage of disk storage space
Medium Priority	Within 2 business days	User interface issue with not meeting operating standards User interface issue causing specific user(s) to not use application
Low Priority	Within 5 business days	Minor visual user interface problem such as resolving an electronic fax issue

System Reliability

- The System will be Available throughout the hours of 8:00 A.M. to 6:00 P.M. Monday – Friday. Any down time for system maintenance will be done outside of 8:00 A.M. to 6:00 P.M. Monday – Friday.
- System restarts are every Monday between 6:00 A.M. to 8:00 A.M.
- New MiDR releases are deployed before 8:00 A.M.
- A complete backup at the Virtual Machine (VM) level is taken at 6:00 A.M. on Monday.
- Incremental backups of the system are taken each day periodically.

Disaster Recovery

MiDR is hosted in the ASN and hence follows the ASN system security plan, copied below:

Information System Recovery and Reconstitution

The ASN Contingency Plan, addresses eventual, full information system restoration, which includes no deterioration of the security measures originally planned and implemented for the ASN and its system components. In the case of a disruption or failure of services, the ASN Manager and Altarum VP/IT reconstitute and recover the services that are unavailable via a transaction-based recovery operation.

Document recovery procedures and technical system features ensure a recovery is done in a secure and verifiable manner, without the threat of information compromise. Circumstances that could inhibit a trusted recovery are documented and appropriate mitigating procedures providing compensating security controls are in place to recover and reconstitute the ASN components to a known state.

SCHEDULE C Data Security Requirements

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

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

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

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

“**FISMA**” means The Federal Information Security Management Act of 2002 (44 U.S.C. ch. 35, subch. III § 3541 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 located at:

http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

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

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

3.1. 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 to an alternative provider, at contractor’s sole cost and expense;

3.2. ensure that the Software is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

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

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

3.5. take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
- (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;

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

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

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

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

4. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this **Section 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.

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

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

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

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

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

7. Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any 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.