



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 21
to
Contract Number MA071B9200106C

CONTRACTOR	EMSYSTEMS LLC
	235 Peachtree Street Suite 2300
	Atlanta GA 30303
	JOSEPH KRIEG
	706-564-1487
	joseph.krieg@juvare.com
	CV0063177

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Robin Lampert	DTMB
		(517) 582-2746	
		LampertR1@michigan.gov	

CONTRACT SUMMARY			
Emresource ASP Service			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2009	December 31, 2011	14 - 12 Months	May 31, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (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	REVISED EXP. DATE
<input checked="" type="checkbox"/>	36 Months	<input type="checkbox"/>	May 31, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,611,867.56	\$0.00	\$13,611,867.56	
DESCRIPTION			
<p>Effective May 16, 2025, the State is exercising the 7th, 8th, and 9th option years. Previously approved funds will be used to provide continued maintenance and support services, add an interface and background checks per the attached Statement of Work. The revised contract expiration date is May 31, 2028.</p> <p>All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.</p>			

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Amber Pitts	517-335-9572	pittsa@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: EMSystems, LLC (Juvare)	Period of Coverage: 6/1/2025 – 5/31/2028
Requesting Department: Department of Health, and Human Services	Date: 3/24/2025
Agency Program Manager: Amber Pitts	Phone: (517) 335-9572
DTMB Program Manager: Duane Kerkstra	Phone: (248) 660-0132

Brief description of services to be provided: Exercise three (3) 1-year options to extend existing services and purchase Background Checks

BACKGROUND:

Contract 071B9200106 for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS), Bureau of EMS, Trauma, and Preparedness (BETP), through the Michigan Department of Technology, Management & Budget (DTMB) was established as Software as a Service (SaaS) to support the functions of the Michigan Health Alert Network (MIHAN), the MI Volunteer Registry, bed/resource tracking, patient tracking, and hospital incident management services used with an internet-accessible, vendor-hosted service.

PROJECT OBJECTIVE:

- Exercise Contract Option Years 7,8 and 9 to extend the term of the Contract through 5/31/2028 for:
 - Continued Maintenance and Support services as described within Change Notice (CN) 12 and as amended with CN19 and 20.
 - Recognize the ongoing Maintenance and Support services for the API function of the EMResource Interface as implemented with CN16 and the MI Background Check Module as implemented with CN18.
 - Procure a fixed number of Background checks.

SCOPE OF WORK:

The Contractor must provide services as outlined in Change Notice 12 for the ongoing maintenance and technical support, hosting and product renewal subscriptions as follows:

- Extend the service term for 6/1/2025 through 5/31/2028 to include those Product Codes and Item Descriptions listed within the table for Software Support – 5 Additional Option Years as executed under CN 12.
 - Contract Option Years 7,8 and 9 are referenced on this table as the Ext. Price Year 2,3 and 4.
 - CN20 removed the following Product Codes and Item Descriptions and associated annual cost:
 - SW-SaaS-eICS-ST eICS SaaS Region/Statewide Subscription for \$113,372.07
 - SW-SaaS-eICS-Telcom eICS Telecommunications Phone Minutes that was to be billed at actual Usage.
 - Include the same level of support services and subscription for the EMResource Interface/API with the period of 4/19/2025 through 5/31/2028
 - Include the same level of support services and subscription for the Background Check Module add-on subscription from 10/1/2025 through 5/31/2028

The Contractor must make available a quantity of 450 CORES RMS Background Check – Standard as one-time bulk purchase

PAYMENT SCHEDULE:

Service Purchased	Option Year 7 (Through 5/31/2026)	Option Year 8 (Through 5/31/2027)	Option Year 9 (Through 5/31/2028)
Maintenance & Technical Support and Hosting	\$629,315.99	\$629,315.99	\$629,315.99
EM Resource/API Support	\$21,666.67	\$20,000.00	\$20,000.00
Background Check Module	N/A	\$8,806.50	\$5,283.90
450 Background Checks @34.50 Per Check	\$15,525.00	N/A	N/A
Total	\$666,507.66	\$658,122.49	\$654,599.89
Total SOW Value	\$1,979,230.04		

Payment of 450 Background Checks will be invoiced one-time upon execution of this Statement of Work as a contract change notice and the issuance of a DOIT1.

Payment of services will be made on a one-time firm fixed cost at the beginning of each contract year. DTMB will pay Contractor upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals.

All invoices must reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. All invoices must be submitted to dtmb-accounts-payable@michigan.gov.

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

PROJECT CONTACTS:

The designated Agency Program Manager is:

Amber Pitts
Michigan Department of Health, and Human Services
PO Box 30207
Lansing, MI 48909
(517) 335-9572
PittsA@michigan.gov

Designated DTMB Program Manager is:

Duane Kerkstra
Michigan Department of Technology, Management and Budget
Agency Services
Grand Tower
235 S. Grand Ave.
Lansing, MI 48933
(248) 660-0132
KerkstraD@michigan.gov



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 20
to
Contract Number MA071B9200106C

CONTRACTOR	EMSYSTEMS LLC
	235 Peachtree Street Suite 2300
	Atlanta GA 30303
	Ann Marie Brown
	336-689-5060
	annmarie.brown@juvare.com
	CV0063177

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Robin Lampert	DTMB
		517-582-2746	
		LampertR1@michigan.gov	

CONTRACT SUMMARY				
Emresource ASP Service				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 16, 2009	December 31, 2011	14 - 12 Months	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (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"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,643,006.56	\$12,561.00	\$13,655,567.56		

DESCRIPTION

Effective September 30, 2024, the following items and their associated costs (listed in Change Notice 12) are removed from this Contract.

* SW-SaaSelCS-ST eICS SaaS Region/ Statewide Subscription

* SW-SaaSelCSTelcomelCS Telecommunications Phone Minutes

The professional service hours are clarified per attached Statement of Work with additional \$12,561 funds.

(Per Statement of Work, \$23,700, minus \$11,139 credit.)

Please note the Contract Administrator has been changed to Robin Lampert.

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

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Amber Pitts	517-335-9572	pittsa@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: EMSystems, LLC (Juvare)	Period of Coverage: 6/1/2024 - 5/31/2025
Requesting Department: Department of Health, and Human Services	Date: 09/24/24
Agency Program Manager: Amber Pitts	Phone: (517) 335-9572
DTMB Program Manager: Duane Kerkstra	Phone: (248) 660-0132

Brief description of services to be provided:

BACKGROUND:

Contract 071B9200106 for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS), Bureau of EMS, Trauma, and Preparedness (BEPESOC), through the Michigan Department of Technology, Management & Budget (DTMB), was extended. This Contract was established for the functions of the Michigan Health Alert Network (MIHAN), the MI Volunteer Registry, bed/resource tracking, patient tracking, and hospital incident management services used with an internet-accessible, vendor-hosted service. All terms, conditions, specifications, and pricing remain as stated in the Contract.

PROJECT OBJECTIVE:

Amend Contract Change Notice 19 Scope for Professional Services

SCOPE OF WORK:

CN19 Scope of work is amended to:

The statement “The remaining 47 hours from Year 5 have not been fully utilized. These hours will be credited in the amount of \$11,139 towards SPC for Year 6.” is hereby replaced in its entirety with:

The remaining 47 hours from CN16 have not been fully utilized. These hours will be carried forward to combine with the CN19 Professional Services 100 hours, for a cumulative total of 147 available for the State to plan and direct vendor work. Any of the 147 hours not used will carry forward with any extension to the Contract.

PAYMENT SCHEDULE:

The full one-time firm fixed cost for Professional Services will be paid upon proper invoicing:

Fiscal Year	Total Cost
Professional Services	\$23,700.00

The designated DTMB Contract Administrator:

Robin Lampert
Michigan Department of Technology, Management and Budget
Central Procurement Services
Elliott – Larsen Building
320 S. Walnut
Lansing, MI 48820
(517) 215-282-2746
lampetr1@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **19**
 to
 Contract Number **071B9200106**

CONTRACTOR	EMSYSTEMS LLC	STATE	Various	MDHHS
	235 Peachtree Street , Suite 2300			
	Atlanta, GA 30303			
	Ann Marie Brown		Mecca Martin	DTMB
	336-689-5060		(517) 230-5694	
	anmarie.brown@juvare.com		martinm42@michigan.gov	
	CV0063177			

CONTRACT SUMMARY

EMRESOURCE ASP SERVICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 16, 2009	December 31, 2011	14 - 1 Year	May 31, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET45				
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 checked="" type="checkbox"/>		<input type="checkbox"/>		May 31, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,599,306.56	\$43,700.00	\$13,643,006.56		
DESCRIPTION				
<p>Effective 6/1/2024, this contract is increased by \$43,700.00; and leverages \$742,688.06 of existing funds from CN 12 for Option Year 6. There are 4 remaining option years through 5/31/2029. The following amendment is incorporated into this Contract per the attached Statement of Work to Generate a new annual purchase order (PO) for continued Maintenance and Operations (M&O) costs, EMResource Interface/API – annual subscription, and Professional Services – Service Credit Plan.</p> <p>Please note the DTMB Program Manager has been changed to Duane Kerkstra. The Contractor Contract Admin. has been changed to Ann Marie Brown.</p> <p>All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.</p>				

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Amber Pitts	517-335-9572	pittsa@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: EMSystems, LLC (Juvare)	Period of Coverage: 6/1/2024 - 5/31/2025
Requesting Department: Department of Health, and Human Services	Date: 5/20/2024
Agency Project Manager: Amber Pitts	Phone: (517) 335-9572
DTMB Project Manager: Duane Kerkstra	Phone: (248) 660-0132

Brief description of services to be provided:

BACKGROUND:

Contract 071B9200106 for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS), Bureau of EMS, Trauma, and Preparedness (BEPESOC), through the Michigan Department of Technology, Management & Budget (DTMB), was extended. This Contract was established for the functions of the Michigan Health Alert Network (MIHAN), the MI Volunteer Registry, bed/resource tracking, patient tracking, and hospital incident management services used with an internet-accessible, vendor-hosted service. All terms, conditions, specifications, and pricing remain as stated in the Contract.

PROJECT OBJECTIVE:

Exercise Option Year 6 per Change Notice 12 to extend the term of the Contract through 5/31/2025.

Maintenance and Operations (M&O) costs for the period of 6/1/2024 through 5/31/2025

EMResource Interface/API – annual subscription for the period of April 19, 2024 through April 18, 2025

Professional Services – Service Credit Plan – 100 hours SCP – Service Credit Plan – 100 hours – EMResource API

SCOPE OF WORK:

The SOW will cover Year 6 as outlined in Change Notice 12 in the Master Agreement for Ongoing M&O. Ongoing M&O support and EMResource Interface/API subscription and support as outlined in the Master Agreement.

Professional Services – Service Credit Plan (SCP): The Contractor must provide up to 100 hours for support that may include but are not limited to minor enhancements to the systems, developing and delivering reports ad hoc or otherwise, training etc. Work must be directed and approved by the Agency Project Manager. Work that is completed without prior Agency Project Manager approval shall not be applied against the SCP.

By the 5th day of each month, the Contractor must provide the Agency and DTMB Project Manager a detailed report of all work done for the prior month period. The report must minimally include the task(s), the resource role(s), the hours that were worked, and a task(s) description and the aggregate total of hours used and the remaining available hours for the term of this Contract.

The remaining 47 hours from Year 5 have not been fully utilized. These hours will be credited in the amount of \$11,139 towards SPC for Year 6.

PAYMENT SCHEDULE:

Fiscal Year	Total Cost
M&O (6/1/2024 – 5/31/2025)	\$742,688.06
EMResource Interface/API (4/19/2024 – 4/18/2025)	\$20,000.00
Professional Services – EMResource API	\$23,700.00
Total SOW Value:	\$786,388.06

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a one-time firmed fixed cost at the beginning of the SOW term. DTMB will pay the Vendor upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by

the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

The invoices must document to the State's satisfaction.

- Project name
- Category of work performed (Maintenance and Operations, Interface and/or Professional Services
- A description of the work,
- The issued purchase order number,
- An invoice number,
- The invoice date, and
- The amount to be paid.

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

Please note that the invoice must be submitted to dtmb-accounts-payable@michigan.gov.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Amber Pitts

Michigan Department of Health, and Human Services

PO Box 30207

Lansing, MI 48909

(517) 335-9572

PittsA@michigan.gov

The designated DTMB Project Manager is:

Duane Kerkstra

Michigan Department of Technology, Management and Budget

Agency Services

Grand Tower

235 S. Grand Ave.

Lansing, MI 48933

(248) 660-0132

KerkstraD@michigan.gov

The designated DTMB Contract Administrator:

Mecca Martin
Michigan Department of Technology, Management and Budget
Central Procurement Services
Elliott – Larsen Building
320 S. Walnut
Lansing, MI 48820
(517) 230-5694
MartinM42@michigan.gov



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 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **18**

to

Contract Number **071B9200106**

CONTRACTOR	EMSYSTEMS LLC
	235 Peachtree Street , Suite 2300
	Atlanta, GA 30303
	JOSEPH KRIEG
	706-564-1487
	joseph.krieg@juvare.com
	CV0063177

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

CONTRACT SUMMARY

EMRESOURCE ASP SERVICE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2009	December 31, 2011	14 - 1 Year	May 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
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"/>		May 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,561,867.66	\$37,438.90	\$13,599,306.56		

DESCRIPTION

Effective 10/23/2023, this Contract is increased by \$37,438.90 for MDHHS use.

The following amendment is incorporated into this Contract per the attached Statement of Work to implement a national background check module in the Michigan Volunteer Registry (MVR) platform to ensure all volunteers accepted and deployed by the State of Michigan are free from felony convictions.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Soopriya Razdan	517-219-2766	RazdanS@michigan.gov
MDHHS	Amber Pitts	517-335-9572	pittsa@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Juvare - MI Background Check Module	Period of Coverage: 10/1/2023-9/30/2025
Requesting Department: Department of Health and Human Services	Date: 10/3/2023
Agency Project Manager: Stephanie Steele	Phone: (517) 282-3789
DTMB Project Manager: Tom McIntire	Phone: (517) 241-9149

BACKGROUND:

Contract 071B9200106 for the State of Michigan, Department of Health and Human Services (DHHS), was established for the functions of the Michigan Health Alert Network (MIHAN), the Michigan Volunteer Registry, bed/resource tracking, patient tracking, and hospital incident management services used with an internet accessible, vendor-hosted service.

PROJECT OBJECTIVE:

EMSystems (Juvare) will implement a national background check module in the Michigan Volunteer Registry (MVR) platform to ensure all volunteers accepted and deployed by the State of Michigan are free from felony convictions. This module will require volunteers to submit their social security number into the MVR online application and be stored and protected by Juvare.

SCOPE OF WORK:

EMSystems (Juvare) will implement a national background check module in the MVR platform.

DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
CORES RMS Automated Background Check Module Year 1 Automated Background Check add-on subscription	\$5,130.00	1.00	\$5,130.00
Professional Services – Implementation Implementation services for setup, configuration, and training.	\$14,950.00	1.00	\$14,950.00

CORES RMS Background Check – Standard Background checks are \$34.50 per submitted background check. They may be pre-purchased in bulk or billed as incurred. 350 Checks have been quoted here for budgeting purposes.	\$34.50	1.00	\$12,075.00
Year 1 Total:			\$32,155.00

DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
CORES RMS Automated Background Check Module Year 2 Automated Background Check add-on subscription	\$5,283.90	1.00	\$5,283.90
Year 2 Total:			\$5,283.90

ACCEPTANCE CRITERIA:

All Written Deliverables and Custom Software Deliverables (Deliverables) require formal written approval from the DTMB and MDHHS Project Managers in accordance with Section 2.250 of the Contract.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on an annual basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect work completed by the payment date and must be approved by the Agency and DTMB Project Manager before payment. The invoices shall describe and document to the State’s satisfaction a description of the work performed the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. • A description of the work performed, • The amount to be paid, • An invoice number, • A timeframe when the work was performed, • Satisfactory acceptance of each deliverable, • All invoices must include the purchase

order number. Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Stephanie Steele
Department of Health and Human Services
1001 Terminal Rd
Lansing, MI 48906
(517) 282-3789
Steeles7@michigan.gov

The designated DTMB Project Manager is:

Tom McIntire
Department of Technology, Management, and Budget
Agency Services
9th Floor
235 S. Grand Avenue
Lansing, MI 48933
(517) 241-9149
Mcintiret1@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 17

to

Contract Number 071B9200106

CONTRACTOR	EMSYSTEMS LLC
	235 Peachtree Street , Suite 2300
	Atlanta, GA 30303
	Joseph Krieg
	706-564-1487
	joseph.krieg@juvare.com
	CV0063177

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

CONTRACT SUMMARY

EMRESOURCE ASP SERVICE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2009	December 31, 2011	14 - 1 Year	May 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
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 checked="" type="checkbox"/>		<input type="checkbox"/>		May 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,561,867.66	\$0.00	\$13,561,867.66		

DESCRIPTION

Effective 6/1/2023, this contract leverages \$742,688.06 of existing funds from CN 12 for Year 5.

The following amendment is hereby incorporated into the contract per the attached statement of work. This change includes the generation of a new annual purchase order (PO) to allow for payment of Maintenance and Operations (M & O) costs for the period of 06/01/2023 - 5/31/2024. The DTMB. There are 5 remaining option years through 5/31/2029.

Please note the Contractor Contract Administrator has been changed to Joseph Krieg.

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	Soopriya Razdan	517-219-2766	RazdanS@michigan.gov
MDHHS	Amber Pitts	517-335-9572	pittsa@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: EMSystems, LLC (Juvare)	Period of Coverage: 6/1/2023 – 5/31/2024
Requesting Department: Department of Health, and Human Services	Date: 5/16/2023
Agency Project Manager: Amber Pitts	Phone: (517) 335-9572
DTMB Project Manager: Soopriya Razdan	Phone: (517) 219-2766

Brief description of services to be provided:

BACKGROUND:

Contract 071B9200106 for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS), Bureau of EMS, Trauma, and Preparedness (BEPESOC), through the Michigan Department of Technology, Management & Budget (DTMB), was extended. The expiration date of the contract is 05/31/2024. This Contract was established for the functions of the Michigan Health Alert Network (MIHAN), the MI Volunteer Registry, bed/resource tracking, patient tracking, and hospital incident management services used with an internet-accessible, vendor-hosted service.

PROJECT OBJECTIVE:

Generate a new annual purchase order (PO) to allow for payment of Maintenance and Operations (M&O) costs for the period of 6/1/2023 - 5/31/2024.

The amount of the PO shall be \$746,688.06.

All terms, conditions, specifications, and pricing remain as stated in the Contract.

SCOPE OF WORK:

The PO will cover Year 5 as outlined in Master Agreement.

Payment Schedule:

FY23	\$746,688.06
Total Amount	\$746,688.06

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

- Payment will be made on an annual basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect work completed by the payment date and must be approved by the Agency and DTMB Project Manager before payment. The invoices shall describe and document to the State's satisfaction a description of the work performed the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.
- A description of the work performed,
- The amount to be paid,
- An invoice number,
- A timeframe when the work was performed,
- Satisfactory acceptance of each deliverable,
- All invoices must include the purchase order number.

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

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Amber Pitts
Department of Health, and Human Services
PO Box 30207
Lansing, MI 48909
(517) 335-9572
PittsA@michigan.gov

The designated DTMB Project Manager is:

Soopriya Razdan
Department of Technology, Management and Budget
Agency Services

Grand Tower, 9th Floor
235 S. Grand Ave.
Lansing, MI 48933
(517) 219-2766
RazdanS@michigan.gov

The designated DTMB Contract Administrator is:

Mecca Martin
Department of Technology, Management and Budget
Central Procurement Services
Elliott – Larsen Building
320 S. Walnut
Lansing, MI 48820
(517) 230-5694
MartinM42@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 **16**
 to
 Contract Number **071B9200106**

CONTRACTOR	EMSYSTEMS LLC
	235 Peachtree Street , Suite 2300
	Atlanta, GA 30303
	Max Wippich
	414-721-9729
	max.wippich@juvare.com
	CV0063177

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

CONTRACT SUMMARY

EMRESOURCE USER AGREEMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2009	December 31, 2011	14 - 1 Year	May 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
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"/>		May 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,401,867.66	\$160,000.00	\$13,561,867.66		

DESCRIPTION

Effective 4/12/2022, this Contract is hereby increased by \$160,000.00.

The following amendment is hereby incorporated into the contract per the attached Statement of Work to create an API function in the EMResource system, a service used by DHHS to track resources in hospitals and long-term care facilities for day-to-day tracking and emergence response data collection including during the current COVID-19 activities.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) contractor (request/proposal) and agency (request) agreement, DTMB Procurement approval, and State Administrative Board approval on 4/12/2022.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Soopriya Razdan	517-219-2766	RazdanS@michigan.gov
MDHHS	Amber Pitts	517-335-9572	pittsa@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: EMResource API and Data Uploader	Period of Coverage: 1/17/2022-9/30/2023
Requesting Department: MDHHS	Date: 2/22/2022
Agency Project Manager: Amber Pitts	Phone: 517-335-9572
DTMB Project Manager: Douglas Alcott	Phone: 517-335-1648

Brief description of services to be provided:

BACKGROUND:

Contract 071B9200106 for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS), Bureau of EMS, Trauma, and Preparedness (BETP), through the Michigan Department of Technology, Management & Budget (DTMB), was extended. The expiration date of the contract is 05/31/2024. This Contract was established for the functions of the Michigan Health Alert Network (MIHAN), the MI Volunteer Registry, bed/resource tracking, patient tracking, and hospital incident management services used with an internet accessible, vendor-hosted service.

PROJECT OBJECTIVE:

EMSystems will provide the Client with services to build and implement an API interface to the EMSystems EMResource Software application that supports the ability to receive and process data sent from the Client’s data warehouse or other electronic health records (“EHR”) platform(s) for the purpose of automating the capture and storage of specified data elements in the EMResource Software application.

SCOPE OF WORK:

EMSystems will provide Professional Services to support the implementation of the Inbound API and Automated Data Uploader.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

The following deliverable(s) are required as part of this SOW:

- a) EMResource API Interface
- b) Automated Data Uploader
- c) Professional Services to assist Client’s members with implementation, as included in the scope of this agreement

ACCEPTANCE CRITERIA:

All Written Deliverables and Custom Software Deliverables (Deliverables) require formal written approval by the DTMB and MDHHS Project Managers in accordance with Section 2.250 of the Contract.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice.

PROJECT CONTACTS:

The designated Agency Project Manager is:
Amber Pitts
Department of Health and Human Services
Bureau of EMS, Trauma, and Preparedness (BETP)
PO Box 30207
Lansing, MI 48909-0207
517-335-9572
pittsa@michigan.gov

The designated DTMB Project Manager is:
Douglas Alcott
Department of Technology Management and Budget DTMB
Agency Services
Chandler Building
300 E. Michigan Ave.
Lansing, MI 48933
517-335-1648
alcottd@michigan.gov

The designated DTMB Program Manager is:
Soopriya Razdan
DTMB
Agency Services
Chandler Building
300 East Michigan Avenue in MI
Lansing, MI 48933
517-219-2766
Fax Number
Razdans@michigan.gov

The designated DTMB Contract Administrator is:
Mecca Martin
Department of Technology Management and Budget (DTMB)
Central Procurement Services
Elliot – Larsen Building
320S Walnut
Lansing, MI 48820
517-230-5694
martinm42@michigan.gov

ATTACHMENT 1: PAYMENT SCHEDULE

PAYMENT SCHEDULE:

Payment will be made on a basis. DTMB will pay the Vendor upon receipt of properly completed invoices which shall be submitted to the billing address on the State issues purchase order not more often than monthly. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. DTMB will coordinate obtaining approvals.

The invoices shall document to the State's satisfaction.

- Project name
- Category of work performed (maintenance and operations, support and/or enhancements
- A description of the work performed,
- The timeframe when the work was performed,
- The purchase order number,
- An invoice number,
- The invoice date, and
- The amount to be paid.

Payment shall be considered timely if made by the DTMB within 45 days after receipt of properly completed invoices.

Please note that the invoice shall be sent to dtmb-accounts-payable@michigan.gov

Year 1				
ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
401-S-EMRAPI	EMResource Interface/API API and Data Uploader for MI facilities to update Status Types in EMResources	\$65,000.00	1	\$65,000.00
700-P-SCP-2	Professional Services – Service Credit Hours (EMSuites) Professional services hours for state-wide API/Data Uploader implementation	\$250.00	300	\$75,000.00
Subtotal:				\$140,000.00
Year 2				
401-S-EMRAPI-1	EMResource Interface/API API and Data Uploader for MI facilities to update Status Types in EMResource	\$20,000.00	1	\$20,000.00
Subtotal:				\$20,000.00
Contract Grand Total (plus applicable taxes)				\$160,000.00



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 **15**
 to
 Contract Number **071B9200106**

CONTRACTOR	EMSYSTEMS LLC
	235 Peachtree Street , Suite 2300
	Atlanta, GA 30303
	Max Wippich
	414-721-9729
	max.wippich@juvare.com
	CV0063177

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

CONTRACT SUMMARY

EMRESOURCE USER AGREEMENT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2009	December 31, 2011	0 - 1 Year	May 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
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"/>		May 31, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,401,867.66		\$0.00	\$13,401,867.66	

DESCRIPTION

Effective 2/7/2022, this contract leverages \$742,688.06 of existing funds from CN 12 for Year 3. The following amendment is hereby incorporated into the contract per the attached statement of work. This change includes the generation of a new annual purchase order (PO) to allow for payment of Maintenance and Operations (M & O) costs for the period of 06/01/2021 - 5/31/2022. The DTMB Program Manager has changed to Soopriya Razdan. The DHHS Program Manager has changed to Amber L. Pitts. 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	Soopriya Razdan	517-219-2766	RazdanS@michigan.gov
MDHHS	Amber Pitts	517-335-9572	pittsa@michigan.gov



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

Project Title: EMSystems LLC - Purchase Order Creation - Year 3 Contract: 071B9200106	Period of Coverage: 06/01/21 – 05/31/22
Requesting Department: Department of Technology, Management and Budget (DTMB) in conjunction with Michigan Department of Health and Human Services (DHHS)	Date: 1/26/22
Agency Program Manager: Amber L. Pitts	Phone: 517-335-9572
DTMB Program Manager: Soopriya Razdan	Phone: 517-219-2766

I. BACKGROUND

Contract 071B9200106 for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS), Bureau of EMS, Trauma, and Preparedness (BETP), through the Michigan Department of Technology, Management & Budget (DTMB), was extended. The expiration date of the contract is 05/31/2024. This Contract was established for the functions of the Michigan Health Alert Network (MIHAN), the MI Volunteer Registry, bed/resource tracking, patient tracking, and hospital incident management services used with an internet accessible, vendor hosted service.

II. PROJECT OBJECTIVE

Generate a new annual purchase order (PO) to allow for payment of Maintenance and Operations (M & O) costs for the period of 06/01/21 – 05/31/22.

The amount of the PO shall be \$742,688.06, as outlined in the Contract on pages 87 – 89, Section 1.601 Contract Pricing, Year 3.

All terms, conditions, specifications, and pricing remain as stated in the Contract.

III. SCOPE OF WORK

PO to be created for continued M & O as outlined within the Contract. This PO will cover year 3 (06/01/21 – 05/31/22) of the extended Contract.

IV. PAYMENT SCHEDULE

Payment will be made annually as stated in the Contract, page 87, Section 1.601.

V. CONTACTS

The designated DTMB Program Manager is:

Soopriya Razdan

Michigan Department of Technology, Management and Budget, Agency Services
Chandler Building, 1st Floor
300 East Michigan Avenue
Lansing, MI 48933
517-219-2766
RazdanS@michigan.gov

The designated Agency Program Manager is:

Amber L. Pitts, B.S., M.A.
Michigan Department of Health and Human Services
PO Box 30207
Lansing, MI 48909-0207
517-335-9572
pittsa@michigan.gov

VI. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

The work is to be performed, completed, and managed at the Contractor's location(s) or the hosted/data center providers that Contractor utilizes.



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 **14**
 to
 Contract Number **071B9200106**

CONTRACTOR	EMSYSTEMS LLC
	235 Peachtree Street , Suite 2300
	Atlanta, GA 30303
	Max Wippich
	414-721-9729
	max.wippich@juvare.com
	CV0063177

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

CONTRACT SUMMARY

EMRESOURCE USER AGREEMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2009	December 31, 2011	9 - 1 Year	May 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
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"/>		May 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,383,367.66	\$18,500.00	\$13,401,867.66		

DESCRIPTION

Effective 9/1/2020, this contract is hereby increased by \$18,500.00 and includes the following amendment per attached SOW. This change includes generating a new annual purchase order (PO) to allow for payment of professional services costs for the creation and implementation of interface for daily data transmission of hospital data to HHS system for COVID19 response. 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	Craig Henry	517-335-8279	HenryC1@michigan.gov



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

Project Title: EMSystems LLC - Purchase Order Creation – Professional Services – EMResource Interface for HHS for COVID Hospital Data Submission Contract: 071B9200106	Period of Coverage: 07/16/20 – 09/20/20
Requesting Department: Department of Technology, Management and Budget (DTMB) in conjunction with Michigan Department of Health and Human Services (DHHS)	Date: 07/17/20
Agency Program Manager: Craig Henry	Phone: 517-335-8279
DTMB Program Manager: Kimberly Koppsch-Woods	Phone: 517-241-3314

I. BACKGROUND

Contract 071B9200106 for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS), Bureau of EMS, Trauma, and Preparedness (BETP), through the Michigan Department of Technology, Management & Budget (DTMB), was extended. The expiration date of the contract is 05/31/2024. This Contract was established for the functions of the Michigan Health Alert Network (MIHAN), the MI Volunteer Registry, bed/resource tracking, patient tracking, and hospital incident management services used with an internet accessible, vendor hosted service.

II. PROJECT OBJECTIVE

Generate a new annual purchase order (PO) to allow for payment of professional services costs for the creation and implementation of interface for daily data transmission of hospital data to HHS system for COVID-19 response.

III. CONTACTS

The designated DTMB Program Manager is:

Kimberly Koppsch-Woods
Michigan Department of Technology, Management and Budget, Agency Services
Chandler Building, 1st Floor
300 East Michigan Avenue
Lansing, MI 48933

517-241-3314
Koppsch-WoodsK@michigan.gov

The designated Agency Program Manager is:

Craig Henry
Michigan Department of Health and Human Services
1001 Terminal Rd.
Lansing, MI 48906
517-335-8279
HenryC1@michigan.gov

IV. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

The work is to be performed, completed, and managed at the Contractor's location(s) or the hosted/data center providers that Contractor utilizes.

All professional services will be completed remotely. No line item for travel expenses is included in the pricing table and no travel expenses will be paid by the State of Michigan for these professional services.

ATTACHMENT 1 B: PAYMENT SCHEDULE

Payments for on-going maintenance and support is paid annually in advance.

Item Number	Description	Sale Price	Qty	Total Price
101-S-IEMR-1	HHS Data Interface Maint. (hospitals) Interface for daily data transmission of hospital data to HHS system for COVID19 Response	\$6,000.00	1	\$6,000.00
GRAND TOTAL	State of MI is a tax exempt entity	\$0.00	0	\$6,000.00

Payments for professional services will be invoice upon completion of each milestone.

Milestone	Unit (Hours)	Rate	Due Date	Payment Amount
Project start-up	10	\$250/hour	8/10/20	\$2,500.00
Requirements definition	10	\$250/hour	8/20/20	\$2,500.00
Implementation	10	\$250/hour	8/30/20	\$2,500.00
Testing	10	\$250/hour	9/15/20	\$2,500.00
Interface Go-Live	10	\$250/hour	9/30/20	\$2,500.00
Total	50			\$12,500.00

Total

Description	Amount
Maintenance and Support	\$6,000.00
Interface	\$12,500.00
Total	\$18,500.00



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 **13**
 to
 Contract Number **071B9200106**

CONTRACTOR	EMSYSTEMS LLC
	235 Peachtree Street , Suite 2300
	Atlanta, GA 30303
	Max Wippich
	414-721-9729
	max.wippich@juvare.com
	CV0063177

STATE	Program Manager	Craig Henry	MDHHS
		517-335-8279	
	HenryC1@michigan.gov		
	Contract Administrator	Mecca Martin	DTMB
517-230-5694			
martinm42@michigan.gov			

CONTRACT SUMMARY

EMRESOURCE USER AGREEMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2009	December 31, 2011	9 - 1 Year	May 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
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"/>		May 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,383,367.66	\$0.00	\$13,383,367.66		

DESCRIPTION

Effective 6/11/2020, this contract leverages \$742,688.06 of existing funds from CN 12 for Year 2. The following amendment is hereby incorporated into the contract per the attached statement of work. This change includes the generation of a new annual purchase order (PO) to allow for payment of Maintenance and Operations (M & O) costs for the period of 06/01/2020 – 05/31/2021. 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	Craig Henry	517-335-8279	HenryC1@michigan.gov



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

Project Title: EMSystems LLC - Purchase Order Creation - Year 2 Contract: 071B9200106	Period of Coverage: 06/01/2020 – 05/31/2021
Requesting Department: Department of Technology, Management and Budget (DTMB) in conjunction with Michigan Department of Health and Human Services (DHHS)	Date: 3/18/2020
Agency Program Manager: Craig Henry	Phone: 517-335-8279
DTMB Program Manager: Kimberly Koppsch-Woods	Phone: 517-241-3314

I. BACKGROUND

Contract 071B9200106 for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS), Bureau of EMS, Trauma, and Preparedness (BETP), through the Michigan Department of Technology, Management & Budget (DTMB), was extended. The expiration date of the contract is 05/31/2024. This Contract was established for the functions of the Michigan Health Alert Network (MIHAN), the MI Volunteer Registry, bed/resource tracking, patient tracking, and hospital incident management services used with an internet accessible, vendor hosted service.

II. PROJECT OBJECTIVE

Generate a new annual purchase order (PO) to allow for payment of Maintenance and Operations (M & O) costs for the period of 06/01/2020 – 05/31/2021.

The amount of the PO shall be \$742,688.06, as outlined in the Contract on pages 87 – 89, Section 1.601 Contract Pricing, Year 2.

III. SCOPE OF WORK

PO to be created for continued M & O as outlined within the Contract. This PO will cover year 2 (06/01/2020 – 05/31/2021) of the extended Contract.

IV. PAYMENT SCHEDULE

Payment will be made annually as stated in the Contract, page 87, Section 1.601.

V. CONTACTS

The designated DTMB Program Manager is:

Kimberly Koppsch-Woods
Michigan Department of Technology, Management and Budget, Agency Services
Chandler Building, 1st Floor
300 East Michigan Avenue
Lansing, MI 48933
517-241-3314
Koppsch-WoodsK@michigan.gov

The designated Agency Program Manager is:

Craig Henry
Michigan Department of Health and Human Services
1001 Terminal Rd.
Lansing, MI 48906
517-335-8279
HenryC1@michigan.gov

VI. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

The work is to be performed, completed, and managed at the Contractor's location(s) or the hosted/data center providers that Contractor utilizes.

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 **12**
 to
 Contract Number **071B9200106**

CONTRACTOR	EMSystems, LLC
	235 Peachtree Street, Suite 2300
	Atlanta, GA 30303
	Max Wippich
	414-721-9729
	max.wippich@juvare.com
	CV0063177

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

CONTRACT SUMMARY

EMRESOURCE USER AGREEMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2009	December 31, 2011	4 - 1 Year	May 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45			
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 checked="" type="checkbox"/>	5 years	May 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,956,487.06	\$7,426,880.60	\$13,383,367.66		

DESCRIPTION

Effective 5/21/2019, the parties extend the contract five years, add five option years and add \$7,426,880.60 to cover the potential ten year costs as negotiated. The new revised expiration date is 5/31/2024, with new option years through 5/31/2029 if the State exercises them in the future. As part of this change, the parties have negotiated new terms, conditions, specifications, and pricing. The State Contract Administrator is changed to Jarrod Barron. The State Program Managers shall be Kimberly Koppesch-Woods (DTMB) and Craig Henry (DHHS), whose contact information appears on the next page of this Contract Change Notice. Contractor Program Manager shall be Max Wippich. Per Contractor, Agency, DTMB Procurement and State Administrative Board approval on 5/21/2019.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Koppsch-Woods	517-241-3314	Koppsch-WoodsK@michigan.gov
MDHHS	Craig Henry	517-335-8279	HenryC1@michigan.gov



STATE OF MICHIGAN

CONTRACT TERMS Software as a Service (SaaS)

This Software as a Service Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and EMSystems LLC (“**Contractor**”). This Contract is effective on June 1, 2019 (“**Effective Date**”), and unless earlier terminated, will expire on May 31, 2024 (the “**Term**”).

This Contract may be renewed for up to five years (each 12-month period therein being a “**Renewal Period**”). Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. Definitions. Unless otherwise specifically stated in this Contract, the capitalized terms used in this Contract shall have the meanings set forth below:

“**Accept**” has the meaning set forth in **Section 4.2b**).

“**Acceptance**” has the meaning set forth in **Section 4.2b**).

“**Acceptance Testing Period**” has the meaning set forth in **Section 4.2(b)**.

“**Action**” has the meaning set forth in **Section 13.1**.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by or is under common control of Contractor. The term “control” means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or by contract or otherwise.

“**Allegedly Infringing Features**” has the meaning set forth in **Section 13.3b)(ii)**.

“**Authorized Users**” means all Persons authorized by the State for the use and benefit of the State of Michigan to access and use the Services through the State’s account under this Contract to coordinate health-related, emergency preparedness and response activities, subject to the maximum number of users specified in the applicable Statement of Work. Authorized Users may be located outside of the Territory, but such Authorized User may not use the Services beyond the uses and benefits defined above.

“**Business Day**” means a day other than a Saturday, Sunday or State Holiday.

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

“**Code**” has the meaning set forth in **Section 19**.

“Confidential Information” has the meaning set forth in **Section 10.1**.

“Consulting Services” refers to all professional services for installation, implementation, training, or other non-recurring services as set forth in a Statement of Work.

“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 and execute 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 Personnel” means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

“Contractor Security Officer” has the meaning set forth in **Section 2.5a**).

“Contractor Service Manager” has the meaning set forth in **Section 2.5a**).

“Documentation” means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials as published on Contractor’s website, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof, as updated from time to time by Contractor; provided, however, that Contractor must notify the State of any changes to the Documentation at the time of update through Contractor’s Support Center or its equivalent.

“DR Plan” has the meaning set forth in **Section 12.a**).

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

“Fees” has the meaning set forth in **Section 8.1**.

“Force Majeure Event” has the meaning set forth in **Section 17**.

“Harmful Code” means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services or Contractor Systems as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

“HIPAA” has the meaning set forth in **Section 9.1**.

"Hosted Services" has the meaning set forth in **Section 2.1(a)**. The terms "Hosting Services" and "Hosted Services" may be used interchangeably.

"Intellectual Property Rights" means any and all rights comprising or relating to: (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 goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) 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 this Contract or any Statement of Work.

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

"Loss" 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. "Losses" has a correlative meaning.

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

"Personal Health Information (PHI)" has the meaning set forth in **Section 9.1**.

"Personally Identifiable Information (PII)" has the meaning set forth in **Section 9.1**.

"Process" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **"Processing"** and **"Processed"** have correlative meanings.

"RPO" or **"Recovery Point Objective"** means the maximum amount of potential data loss in the event of a disaster.

"RTO" or **"Recovery Time Objective"** means the period of time to fully restore the Hosted Services in the case of a disaster.

"Reject" has the meaning set forth in **Section 4.2b)**.

“Rejection” has the meaning set forth in **Section 4.2b)**.

“Renewal Period” has the meaning set forth in the preamble.

“Representatives” means a party’s employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor’s Subcontractors.

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

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

“Service Software” means any and all software applications and any third-party or other software, and all new versions, Updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services.

“Services” has the meaning set forth in **Section 2**

“Source Code” means the human readable source code of the Service Software to which it relates, in the programming language in which the Service 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 Service Software.

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

“State” has the meaning set forth in the preamble.

“State Data” has the meaning set forth in **Section 9.1**.

“State Modification” has the meaning set forth in **Section 13.2a)**.

“State Project Manager” has the meaning set forth in **Section 2.7**.

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

“Statement of Work” has the meaning set forth in **Section 2.1a)**. The Initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedule A-1, A-2, A-3, etc.

“**Subcontractor**” means any entity that performs any Services under this Contract and otherwise has the meaning set forth in **Section 2.4a**).

“**Support Services**” has the meaning set forth in **Section 6 and Schedule B**.

“**Support Service Level Requirement**” has the meaning set forth in **Section 6**.

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

“**Territory**” means the Region or area set forth in Statement(s) of Work, as updated from time to time, set forth as Schedule A to the Contract.

“**Transition Period**” has the meaning set forth in **Section 7.3**.

“**Transition Responsibilities**” has the meaning set forth in **Section 7.3**.

“**Updates**” means any technical correction, patch, bug fix, enhancement or other software release to the Hosted Services or the Service Software provided to the State during the Term of this Contract and as part of the Support Services paid for by the State.

“**Uptime Guarantee**” has the meaning set forth in **Schedule B**.

“**User Data**” means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

“**Work Product**” means all State-specific deliverables that Contractor, including without limitation Works-Made-for-Hire expressly agrees pursuant to a Statement of Work to this Contract that the Contractor is required to provide to the State and that the State will own under this Contract including, but not limited to, APIs, computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies first developed in connection with this Contract whether or not embodied in this Contract. Work Product does not include the Service Software or any intellectual property therein.

2. Services.

2.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and each applicable Statement of Work, provide to the State and its Authorized Users the following services (“**Services**”):

a) the installation, hosting, management and operation of the Service Software and other services in a shared environment for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”) as described in **Schedule B** to this Contract and one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth

in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract (each, a “**Statement of Work**”);

- b) maintain the Uptime Guarantee set forth in the Service Level Agreement attached as **Schedule B** to this Contract;
- c) provide Support Services as set forth in the attached as **Schedule B**;
- d) implement and maintain the security requirements set forth in **Schedule C** to this Contract;
- e) maintain a DR plan, which is attached as **Schedule D** to this Contract; and
- f) such other services as may be specified in the applicable Statement of Work.

2.2 Change Notices.

a) Any modifications or changes to the Services under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written change notice (“**Change Notice**”) signed by both Parties.

b) In the event the Services are customizable, a more detailed change control process may be specified in the applicable Statement of Work. In such event, the change control process set forth in such Statement of Work shall control.

2.3 Compliance with Laws. Contractor must comply with all applicable Laws as they concern this Contract, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.4 Subcontracting.

2.4.1 The State acknowledges and understands that Contractor utilizes (i) its Affiliates in the provision of Support Services, and (ii) hosted/cloud data center service providers in the provision of Hosting Services, each which may be considered “Subcontractors” for purposes of this Contract. Contractor will not be obtaining separate approvals or consents from the State for the Affiliates or the Subcontractors set forth on Schedule F attached hereto, including, without limitation, the hosted/cloud data center service providers, utilized as set forth in this **Section 2.4.1**. Schedule F is incorporated herein and made part of this Agreement by this reference.

2.4.2 Excluding the Subcontractors identified in **Section 2.4.1** above, Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State’s prior written consent, which consent may be given or withheld in the State’s sole discretion. Without limiting the foregoing (and as applicable to the Affiliates identified in **Section 2.4.1** above):

a) Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a “**Subcontractor**”) complies with all relevant terms of this Contract, including all provisions relating to State Data or other Confidential Information of the State;

b) the State's consent to any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Contract;

c) Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

d) any noncompliance by any Subcontractor or its employees or agents with the provisions of this Contract or any Statement of Work will constitute a breach by Contractor; and

e) prior to the provision of Services by any Subcontractor, Contractor must provide the State with the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data.

2.5 Contractor Personnel. Contractor will:

a) subject to the prior written approval of the State, or as set forth in a Statement of Work appended to this Contract, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of support requests and the Support Services (the "**Contractor Service Manager**"); and (ii) 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**"); and (iii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services;

b) provide names and contact information for Contractor's Key Personnel in the Statement of Work;

c) maintain the same Contractor Service Manager, Contractor Security Officer and other Key Personnel throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State's request pursuant to **Section 2.5d**); or (ii) the death, disability, resignation or termination of such personnel or other circumstances outside Contractor's reasonable control; and

d) upon the reasonable written request of the State, promptly make commercially reasonable efforts to replace any Key Personnel of Contractor.

2.6 Management and Payment of Contractor Personnel.

a) Contractor is solely responsible for the payment of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

b) . Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. On a case-by-case basis, the State may request that Contractor initiate a background check on any Contractor Personnel before they may have access to State Data, State Systems or State facilities. Any request for a background check shall be initiated by the State and must be reasonably related to the type of work requested. The scope of the background check is at the discretion of the State and the results shall be used solely to determine the eligibility of Contractor Personnel to work with State Data, State Systems or in State facilities. If provided to the State, results of background checks will be promptly returned to Contractor, and will be treated as Confidential Information. All investigations will include a Michigan State Police Background check (ICHAT) and may include a National Crime Information Center (NCIC) Finger Print check. Contractor will present attestation of satisfactory completion of such tests. Contractor is responsible for all costs and expenses associated with such background checks. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

2.7 State Project Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to implementation of the Services (the “**State Project Manager**”).

3. License Grant and Restrictions; Work Product.

3.1 Contractor License Grant. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a limited, non-transferable, non-sublicensable, non-exclusive, revocable right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

- a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State’s business purposes, including for Processing State Data;
- b) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services;
- c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications, Documentation, and Documents from the Document Library as described in Schedule A, for any use of the Services under this Contract; and
- d) access and use the Services for, if such option is purchased by the State, all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services

hereunder, including for purposes of development, configuration, testing and training as set forth in the Fees payable to Contractor as described in **Section 3.5**.

3.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services and the Service Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Services, the Service Software, or Documentation in any manner or for any purpose that is unlawful under applicable Law.

3.3 State Ownership of Work Product. In the event the parties expressly agree in writing in a Statement of Work hereto that Contractor is producing Work Product as work made for hire, upon full and final payment of Fees as specified in **Section 8** and the applicable Statement of Work, the State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights. In furtherance of the foregoing:

- a) Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and
- b) to the extent any Work Product or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, upon full and final payment thereof, 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 such 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 the Work Product.

Notwithstanding the foregoing, in no event shall the State receive any rights, title or interest in any of the Contractor's Intellectual Property Rights in the Service Software, the Services or the Hosted Services provided pursuant to this Contract. Such rights, title and interests in any of the Intellectual Property Rights in the Service Software, the Services or the Hosted Services shall remain with Contractor and shall in no way or event pass to or be transferred or assigned to the State pursuant to this **Section 3.3** or **Section 3.4** below.

3.4 Further Actions. Contractor will, and will cause the Contractor Personnel to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by the State to effectuate any of the provisions or purposes of Section **3.3**, or otherwise as may be necessary or useful for the State to prosecute, register, perfect, record, or enforce its rights in or to any Work Product or any Intellectual Property Right therein.

3.5 Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Service Software. Such Fees will be Contractor's sole and

exclusive remedy for use of the Service Software as permitted in Schedule A, the Statement of Work (or any future Statements of Work) and Schedule E, Contractor's License Agreement.

3.6 State License Grant. The State hereby grants to Contractor a limited, non-exclusive, non-transferable license (i) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and (ii) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work.

4. Service Preparation, Testing and Acceptance.

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

4.2 Testing and Acceptance.

For any Service not listed in Schedule A, the Statement of Work, as of the Effective Date of this Contract:

a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing within the Statement of Work)(the "**Acceptance Testing Period**") from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Contract and the Specifications); provided that, if not sooner terminated as provided below, the Acceptance Period shall terminate on the 60th day immediately following the date it commenced, unless extended pursuant to **Section 4.2(c)** below. The State shall not make any use of the Hosted Services until Contractor has provided such notification to the State.

b) Upon completion of the State's testing, the State will notify Contractor of its acceptance ("**Accept**" or "**Acceptance**") or, if it has identified any noncompliance with the Specifications, rejection ("**Reject**" or "**Rejection**") of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications. The State will only be entitled to reject the Hosted Services for failure of Contractor to correct a failure of the Hosted Services to comply with the Specifications in all material respects.

c) If any corrective measures are required under **Section 4.2b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 4.2a)** and **Section**

4.2b) will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

- (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 4.2b)** at no additional cost or charge to the State; or
- (ii) terminate the relevant Statement of Work as set forth in 4.2(d) below.

d) During the Acceptance Testing Period, the parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 4.2c)(ii)** above. The Hosted Services will be considered “accepted” (and the Acceptance Testing Period ended) if not rejected by the State by written notice received by Contractor no more than fifteen days after the expiration of the Acceptance Testing Period. If the State so terminates the relevant Statement of Work, (i) the State must immediately terminate all use of the Hosted Services (and Service Software) only in the relevant Statement of Work; (ii) Contractor must resume providing the Services pursuant to this Contract as it existed immediately prior to execution of the terminated Statement of Work (excluding Updates to the Services in the meantime) and if Contractor is unable to resume providing Services as set forth in this Section 4.2(d)(ii), the State may terminate this Contract pursuant to Section 7 of this Contract; and (iii) Contractor must refund to the State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State’s written notice of termination, and the parties will be relieved of all obligations thereunder. For the sake of clarity, termination of a Statement of Work does not necessarily terminate the entirety of the Contract. The remedies set forth in this subsection (d) shall be the State’s sole and exclusive remedy, and the Contractor’s entire liability with respect to the applicable Statement of Work, in the event the Hosted Services does not comply with the Specifications in all material respects during the Acceptance Testing Period. Contractor shall not be responsible for problems or errors resulting from causes disclaimed by Contractor in this Contract as part of the Service Software Warranty and/or as part of the provision of Hosted Services and the Support Services.

5. Hosted Services. Contractor will provide the Hosted Services pursuant to the terms set forth in Schedule B to this Contract.

6. Support and Maintenance Services. Contractor will provide the maintenance and support services (collectively, “**Support Services**”), in accordance with the provisions set forth in the Service Level Agreement (the “**Support Service Level Requirement**”), all set forth in **Schedule B** to this Contract.

7. Termination, Expiration and Transition.

7.1 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) compromises the integrity, or security of State Systems, State Data, or the State’s facilities or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor and such proceeding is not dismissed within sixty (60) days; or (iii) breaches any of its material duties or obligations under this Contract that has not been cured within forty-five (45) days after Contractor has received written notice thereof. Any reference

to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

- (i) If the State terminates this Contract under this **Section 7.1(a)(ii)**, such termination shall be effective immediately after the assignment for benefit of creditors has been made or the filing of a petition for liquidation under bankruptcy or other insolvency laws and such have not been dismissed, dissolved or the petition lifted or stayed.
- (ii) If the State terminates this Contract under this **Section 7.1(a)(iii)**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period pursuant to **Section 7.3** below. 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 unused Fees prepaid by the State prorated to the date of such termination. Further, Contractor must pay reasonable costs incurred by the State in terminating this Contract for cause, including attorneys' fees, and court costs. 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 7.2**.

b) Termination by Contractor. Contractor may terminate this Contract including all associated Statements of Work, only if the following requirements are met: (a) Contractor does not receive payment from the State pursuant to **Section 8.6** of this Contract or if Contractor is successful in obtaining equitable relief pursuant to **Section 20.11** of this Contract; (b) the Parties have completed the Payment Dispute process outlined in **Section 8.9** of this Contract; (c) Contractor provides forty-five (45) days written notice of its intention to terminate should the State not resolve Contractor's concerns ("State's Notice and Right to Cure Period"); and (d) the State does not resolve Contractor's concerns prior to expiration of the State's Notice and Right to Cure Period.

7.2 Termination for Convenience. The State may terminate this Contract in whole or in part with thirty (30) days prior written notice to Contractor (except in the case of non-appropriation or negative appropriation, in which case notice must be provided within 30 days of the Contract termination date), without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 7.3**. To the extent funds are available and appropriated for that purpose, in compliance with MCL 17.52, the State will 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. 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.

7.3 Transition Responsibilities. Upon termination or expiration of this Contract for any reason and upon the execution by the parties of a mutually agreed upon Statement of Work to this Contract setting forth the services to be performed by the Contractor, Contractor must, for a period of time specified by the State in an associated Statement of Work at the rates set forth in this Contract (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State and specified by the State in an associated Statement of Work, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period. To the extent that the Services will be transitioned to another vendor, the State will identify the new vendor in any transition-related Statement of Work.

7.4 Effect of Termination. Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason:

a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 7.3**.

b) All licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return or provide the State with access to the State all State Data not required by Contractor for its Transition Responsibilities, if any.

c) Contractor will (i) return or provide the State with access to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 7.4c**), in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

d) Termination of this Contract shall result in the termination of all outstanding Statements of Work and Schedules to the Contract. All Services and all Software licenses granted under this Contract and all Statements of Work hereto shall immediately terminate upon termination of this Contract and completion of any Transition Responsibilities. All Services and all licenses and rights granted pursuant to an applicable Statements of Work shall terminate upon the expiration or termination of the applicable Statements of Work.

e) Upon termination of this Contract and expiration of any Transition Period, if any, Contractor will immediately cease performing all Services and terminate the State's and its Authorized User access to the Services, Service Software and Hosted Services. Contractor shall have no obligation for retaining or maintaining a copy of any such State Confidential Information or State Data from the Services, Service

Software and/or Hosted Services following the date of expiration or termination of all Statements of Work governing such information (including a Statement of Work for Transition Responsibilities) or (if sooner) the expiration or termination of this Contract.

7.5 Survival. The rights, obligations and conditions set forth in this **Section 7.5** and **Section 1** (Definitions), **Section 7.4** (Effect of Termination), **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 13.1** (Indemnification), **Section 14** (Limitations of Liability), **Section 15** (Representations and Warranties), **Section 16** (Insurance) and **Section 19** (Effect of Contractor Bankruptcy) and **Section 20** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

8. Fees and Expenses.

8.1 Fees. Subject to the terms and conditions of this Contract, the applicable Statement of Work, and the Service Level Agreement, the State shall pay the fees set forth in the applicable Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section 8.2** ("**Fees**").

8.2 Fees during Option Years. Contractor's Fees are fixed during the initial period of the Term. Contractor may increase Fees for any Renewal Period by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such Renewal Period. An increase of Fees for any Renewal Period may not exceed three percent (3%) of the Fees effective during the immediately preceding twelve (12) month period. No increase in Fees is effective unless made in compliance with the provisions of this **Section 8.2**.

8.3 Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

8.4 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for the State's exclusive use. The State shall provide the Contractor with evidence of its tax-exempt status upon the request from Contractor. 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.

8.5 Invoices. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of Milestones. 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 purchase order number to which it relates, in such manner as is reasonably required by the State;

- b) list each Fee item separately;
- c) include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements;
- d) 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;
- e) include such other information as may be reasonably required by the State as set forth in the Statement of Work; and
- f) Itemized invoices must be submitted to DTMB-Accounts-Payable@michigan.gov.

8.6 Payment Terms. 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.

8.7 State Audits of Contractor.

a) During the Term, and for four (4) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 8**. During the Term, and for three (3) years after, upon the State's request, Contractor must make such books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.

b) The State may take copies and abstracts of materials audited. The State will pay the cost of such audits unless an audit reveals an overbilling or over-reporting of five percent (5%) or more, in which case Contractor shall reimburse the State for the reasonable cost of the audit. Contractor must immediately upon written notice from the State pay the State the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence.

8.8 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

8.9 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.

Contractor shall not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 8.9** or any dispute arising therefrom

8.10 (Omitted.)

8.11 Right of Set-off. Without prejudice to any other right or remedy it may have, the State reserves the right, upon prior written notice to Contractor, to set off at any time any amount then due and owing to it by Contractor pursuant to this Contract against any amount payable by the State to Contractor under this Contract.

9. State Data.

9.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (b) the State's data collected, used, processed, stored, or generated 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. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 9.1** survives termination or expiration of this Contract.

9.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of

providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 9.2** survives termination or expiration of this Contract.

9.3 Backup and Extraction of State Data. Contractor will conduct, or cause to be conducted, periodic back-ups of State Data daily for a rolling thirty (30) day period. All backed up State Data shall be located in the continental United States. During the Term, including, without limitation, during any agreed upon Transition Period, the State shall have, within the Hosted Services, the access to extract the State Data from the Hosted Services at its convenience.

9.4 Discovery. Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access by any Person other than Contractor or Subcontractors to State Data or the State's use of the Hosted Services. Contractor shall notify the State Project Manager by the fastest means available and also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related to State Data without first notifying, if legally permissible, the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

9.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) reasonably assist the State in notifying, or Contractor will 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; and (ii) reimburse the State for any reasonable 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 reasonable costs associated with the occurrence, including, but not limited to, any reasonable 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, defend the State from and pay 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 which a court of competent jurisdiction finally awards to such claimants or which is resolved by settlement with the claimants or as otherwise agreed to by the parties; (h) be responsible for recreating lost State Data in the reasonable manner and on the reasonable schedule set by the State, at no additional 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 regarding the occurrence to any other party, including, but not limited to, public media outlets, that refers to the State or this Contract must be reviewed and approved by the State in writing prior to its dissemination. This **Section 9.5** survives termination or expiration of this Contract.

9.6 HIPAA Compliance. The State acknowledges and understands that only the Service Software identified as "EMTrack" is HIPAA capable. The State and Contractor must comply with all applicable 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.

9.7 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.

10. Confidentiality.

10.1 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; (c) should reasonably be recognized as confidential information of the disclosing party; and (d) Contractor's audit reports. 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). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

10.2 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 has been approved by the State if required by **Section 2.4**; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's responsibilities; and (c) Contractor obligates the Subcontractor in a written contract to maintain the State's Confidential Information in confidence.

10.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use commercially reasonable 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.

10.4 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 to 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.

10.5 Surrender of Confidential Information upon Termination. Upon the latter to occur of termination or expiration of this Contract or a Statement of Work, including one for Transition Responsibilities, in whole or in part, each party must, within five (5) Business Days from the effective 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 ten (10) Business Days from the effective date of termination to the other party.

11. Security. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will 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 **Schedule C**.

12. Disaster Recovery and Backup. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

a) maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 2 hours, and a Recovery Time Objective (RTO) of 24 hours (the “**DR Plan**”), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor’s current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule D**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 12**; and

b) provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor’s receipt or preparation.

c) If Contractor fails to reinstate all material Hosted Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default under **Section 7.1a**).

13. Indemnification.

13.1 General Indemnification. Contractor must defend, and indemnify the State, and the State’s agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an “**Action**”) that does or is alleged to arise out of or result from:

a) the Contractor’s breach of any warranty or obligation of Contractor under this Contract (including, in the case of Contractor, any action or failure to act by any Contractor Personnel that, if taken or not taken by Contractor, would constitute such a breach by Contractor); or

b) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Contract, provided that, to the extent that any Action or Losses described in this **Section 13.1** arises out of, results from, or alleges a claim that any of the Services does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor’s obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section 13.2a**) and **Section 13.3**;

and Contractor shall pay damages which a court of competent jurisdiction finally awards to such claimants or which is resolved by settlement with the claimants or as otherwise agreed to by the parties to the extent based on such Actions or is agreed to by Contractor in settlement of such Actions

13.2 Infringement Indemnification By Contractor. Contractor must indemnify, and defend the State, and the State’s agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services, or the State’s or any Authorized User’s use thereof, actually does or

threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party and Contractor shall pay damages which a court of competent jurisdiction finally awards to such claimants or which is resolved by settlement with the claimants or as otherwise agreed to by the parties to the extent based on such Actions or is agreed to by Contractor in settlement of such Actions; provided however, that Contractor shall have no liability or obligation to defend, indemnify, and pay for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

a) alteration or modification of the Services or Service Software by anyone other than Contractor or Contractor's Subcontractors (each, a "**State Modification**"), provided that such infringement, misappropriation or other violation of third party rights would have occurred without such State Modification; and

b) use of the Services or Service Software by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Services or Service Software in combination therewith.

13.3 Mitigation.

a) If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services or Services Software violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

b) Subject to the exclusions set forth in clauses (a) and (b) of **Section 13.2**, if any of the Services or Service Software or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or Service Software or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

- (i) procure for the State the right to continue to access and use the Services to the full extent contemplated by this Contract and the Specifications; or
- (ii) modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("**Allegedly Infringing Features**") to make the Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Contract.

c) If neither of the remedies set forth in **Section 13.3b** is reasonably available with respect to the Allegedly Infringing Features 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 refund to the State any unused prepaid Fees for Services that have not been provided.

13.4 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. The State, at Contractor's expense, shall reasonably cooperate with Contractor in the defense and settlement of such claims. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel at the State's sole cost and expense and provided the State's counsel does not interfere with the Contractor defending such claims; and to (iv) retain control of the defense, at its own expense, if the State deems necessary in matters related to the State's departments, agencies, or department or agency heads, employees, statutes or constitution. Contractor will not, without the State's prior written consent (not to be unreasonably withheld or delayed), 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 13**, 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.

13.5 Excluding the State's right to terminate this Contract, and Contractor's obligations with respect to State Data, this Section states the State's sole and exclusive remedy, and Contractor's entire liability, for Contractor's indemnification obligations set forth in this Section 13.

14. Limitations of Liability.

a) Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, TO THE OTHER 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.

b) Limitation of Liability. WITH THE EXCEPTION OF CONTRACTOR'S INDEMNIFICATION, DATA LOSS, AND DATA SECURITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER 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 PAID BY THE STATE TO CONTRACTOR PURSUANT TO THE TERMS OF THE CONTRACT.

15. Contractor Representations and Warranties.

15.1 Authority and Bid Response. 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;

d) it is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606

e) 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;

f) the prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the RFP; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;

g) all written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's bid response to the RFP, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading; and

h) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

15.2 Software and Service Warranties. Contractor represents and warrants to the State that:

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

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

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

d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Service Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

e) the Service Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract;

f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any known material undocumented feature. The State's sole and exclusive remedy, and Contractor's entire liability, for breach of this subsection (f) shall be to appropriately correct such Specifications within a reasonable period of time following Contractor's receipt of written notice of such breach from the State;

g) the Hosted Services and Service Software are and will remain free of Harmful Code; provided, however, any devices or controls in the Service Software therein designed to limit the State's use of the Service Software consistent with the limitations applicable thereto, including, without limitation, devices designed to prevent exceeding authorized usage limits, unauthorized copying or other unauthorized use, shall not be considered a "Harmful Code." If any Harmful Code is identified, the State shall notify Contractor of such and shall immediately cease all Use of the Service Software and Hosted Services. Contractor shall make commercially reasonable efforts to remove such identified Harmful Code. Upon removal of such identified Harmful Code, Contractor shall redeliver the Service Software to the Hosted Services and notify the State that such Service Software and the Hosted Services are available for Use by the State and its Authorized Users. Contractor shall have no liability or responsibility for any Harmful Code(s) not in the Service Software at the time of installation in the Hosted System; provided, however, that, in the performance of any Support Services under this Contract, Contractor shall make reasonable efforts to prevent the introduction of any Harmful Code(s) into the Service Software, Hosted Services, and Hosted System. With the exception of the State's ability to terminate this Contract, this Section sets forth Contractor's entire liability, and the State's sole and exclusive remedy, for any Harmful Code.

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

i) Contractor will perform all Consulting Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations with respect to the Consulting Services under this Contract. Provided that the State provides the Contractor with written notice within 30 days' of the date of performance of the Consulting Services that fail to comply with the foregoing warranty, Contractor shall re-perform such Consulting Services in compliance with the foregoing warranty at no additional charge. With the exception of the State's ability to terminate the Contract, the remedies in this Section shall be the State's sole and exclusive remedy, and Contractor's entire liability, for any failure of any Consulting Services to comply with the warranties in this Section;

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

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

15.3 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF THE PARTIES AGREE THAT SERVICES ARE NOT GOODS UNDER THE UNIFORM COMMERCIAL CODE.

16. Insurance.

16.1 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 an 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</p> <p>\$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 04.</p>
Umbrella or Excess Liability Insurance	
<p><u>Minimal Limits:</u></p> <p>\$2,000,000 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>
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>
Technology E&O/Cyber Liability Insurance	
<p><u>Minimal Limits:</u></p> <p>\$3,000,000 Each Occurrence</p> <p>\$3,000,000 Annual Aggregate</p> <p><u>SIR: \$100,000</u></p>	<p>Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>

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; the maximum limits in any of the Contractor's policy does not change the limitations of liability set forth in **Section 14 of the Contract**.

c) If any of the required policies provide **claims-made** coverage, the Contractor must: (i) provide coverage with a retroactive date as of the Effective Date of this Contract or the beginning of contract work; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Term hereunder or the Services provided pursuant to this Contract, whichever occurs first; and (iii) if coverage is canceled or not renewed with the same or a different insurance provider, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, the Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

d) Contractor, or its insurance broker, must: (i) provide insurance certificates to the Contract Administrator, containing the Contract or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (ii) make commercially reasonable efforts to request that Subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

16.2 Non-waiver. This **Section 16** 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 and defend the State).

17. Force Majeure.

17.1 Force Majeure Events. Subject to **Section 17.2**, 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 Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

17.2 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; provided, however, such extension will not extend the Term of this Contract unless the parties agree for such Term extension in an amendment to this Contract, signed by both parties.

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

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

b) no Force Majeure Event modifies or excuses Contractor's obligations under **Schedule B, Section 2.1** (Support Services and applicable Service Level Agreement), **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 12** (Disaster Recovery) or **Section 13** (Indemnification).

18. Software Escrow. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release.

19. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this agreement, including the Services, is and shall 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**") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory Statement of Works). Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the State's rights of election, all rights and licenses granted to the State under this Contract will continue subject to the respective Term and terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract.

20. General Provisions.

20.1 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.

20.2 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.

20.3 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State. Contractor may not, without obtaining the State's prior written consent, place the State's name on a list of Contractor's customers.

20.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, 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):

If to Contractor:

EMSystems LLC
235 Peachtree Street, Suite 2300
Atlanta, GA 30303

Attention: Robert Watson

Title: President and CEO

If to the State:

Department of Technology, Management and Budget
Central Procurement Services – Enterprise Sourcing
525 W. Allegan, 1st Floor
Lansing, MI 48913

Attention: Jarrod Barron, Barronj1@michigan.gov

Title: Category Specialist, IT

Notices sent in accordance with this **Section 20.4** 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, when followed up by a communication in writing to the individual set forth above), 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.

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

20.6 Assignment. The State and 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 other party's prior written consent; provided, however, that the State may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract as required by law or Executive Order. In the event of a transfer or assignment by the State to another State department or agency, the State will provide notice of such transfer within thirty (30) days of its occurrence. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 7.2**, 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; provided, however, in no event shall Contractor's use and utilization of Affiliates or Subcontractors in the performance (but not payment) of this Contract be considered an assignment or delegation or transfer of this Contract in violation of this **Section 20.6**. 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 20.6** is void.

20.7 No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and 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.

20.8 Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator (or, in the case of Contractor, to the individual authorized to make changes to the Contract). No waiver by any party of any of the provisions hereof is 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 thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20.9 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.

20.10 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

20.11 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 20.11**.

20.12 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its Subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

20.13 Unfair Labor Practice. Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, after award of the contract, the contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the contractor appears in the register.

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

20.15 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.

20.16 Entire Agreement. This Contract, including all Statements of Work and other Schedules and Exhibits, 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, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON THE STATE'S PURCHASE ORDER OR CONTRACTOR'S 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 CONTRACTOR (WITH THE EXCEPTION OF THE STATE'S IT POLICIES, STANDARDS AND PROCEDURES PSP'S, COMPLIANCE WITH WHICH IS REQUIRED BY THIS CONTRACT), STATE (INCLUDING-STATE EMPLOYEES) FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE CONTRACTOR AND STATE (INCLUDING STATE EMPLOYEES), EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS. NON-STATE EMPLOYEE AUTHORIZED USERS MAY BE REQUIRED TO COMPLY WITH CONTRACTOR'S TERMS PROVIDED BY CONTRACTOR TO ACCESS THE SERVICE SOFTWARE.

SCHEDULE A
STATEMENT OF WORK

(Schedule A-1 Statement of Work follows immediately hereafter as an attachment)

SCHEDULE B

PART I. HOSTED SERVICES

1. **Definitions.** For the purposes of this Schedule B, the following words have the meaning set forth below:

- a. **"Application Service Provider"** means Contractor or its Subcontractor that maintains a shared hardware environment for the purpose of hosting and maintaining software and data on behalf of customers.
- b. **"Hosted System"** means the combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.

All other capitalized terms in this Schedule B shall have the same meaning set forth in the Contract, except where otherwise stated in this Schedule B.

2. **Scope of Services.** Contractor shall provide the following services to address the Service Software hosting needs:

- a. Contractor, acting as an Application Service Provider, shall provide Hosting Services to the State according to the provisions set forth in the Contract. Contractor shall notify the State promptly upon creation of Hosting Services account and provide the State with all information required to access such account. Contractor, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified Subcontractor.
- b. Contractor shall provide and maintain the facilities, hardware, and networking components to operate a high-availability, shared ASP Environment for the benefit of the State.
- c. Contractor shall perform, and after Contractor provided prior reasonable communication through Support Services standard means of communications to the State, scheduled Updates of the Hosted Services and/or environment thereto as Contractor or its hosting Subcontractor sees fit. Such Updates shall be scheduled to enable the simultaneous update to all of Contractor-hosted customers.
- d. Contractor may perform, as needed, emergency security Updates to the Hosted System to protect the ASP Environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to the State.
- e. Contractor shall provide and maintain a redundant ASP Environment at a location that is geographically separated from its primary ASP Environment to ensure continuity of the Hosted Services and the Service Software access and operation in the event of any Force Majeure Event that may interrupt service at the primary location. Failover to the redundant ASP Environment is a manual process and service will be activated by Contractor immediately upon notification of malfunction, unavailability or failure of primary ASP Environment.
- f. Contractor will notify (via Contractor's Support Center) the State 72 hours in advance of any planned service outages, i.e., for the purpose of performing Updates to the Hosted Services or the Service Software or testing, or other inability to perform the services outlined in the Contract.
- g. Contractor shall schedule, perform and maintain a duplicate ("backup") record of the State Data in the Hosted Services. Contractor shall perform hourly SQL transaction log backups and daily full backups. Data backups are limited to SQL database server files (i.e., those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for four weeks.
- h. In addition to the Support Services pursuant to the Contract and this Schedule B, Contractor shall provide the State with Support Services for the Hosting Services which include assistance with problems related to ASP Environment, data access, Hosted System access, or similar problems. Such Support Services for the Hosting Services may be accessible to the State via the same contact information provided to the State for Support Services; provided, however, services to be provided by Contractor under this Schedule B and the Contract do not include

assistance with third party products; training; installation of plug-ins, boards or modules; API support; or board building; or maintenance, repair or correction of errors, defects or other operational or performance defects caused by Service Software configuration, modification, enhancement or programming provided by any party other than Contractor or an Contractor-certified technician. Any professional services described in this Section 2(h), or services required to repair or correct the errors and defects described in this Section 2(h), shall be provided on a fee-for-services basis at rates consistent with the Contract.

- i. Licensee may request performance of additional services by Contractor. Such services shall be invoiced separately by Contractor at the rates set forth in the Contract.

3. The State's Obligations:

- a. The State shall maintain, at the State's expense, a secure high-speed internet connection through which to access it's the Service Software.
- b. The State shall appoint a designated point of contact and two alternate points of contact for its interactions with Contractor. The State shall provide Contractor with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. The State shall keep such contact information up-to-date and promptly notify Contractor, in writing via electronic mail, of any changes.
- c. The State shall use reasonable security precautions in connection with the use of Hosted Services and Service Software provided under this Contract.
- d. The State is responsible for any and all use and access to the Hosted System and Hosting Services by its employees of the Service Software and Hosting Services.
- e. The State shall make best efforts to provide Contractor with a Notification, via Contractor's Support Center or its equivalent, of any planned non-emergency use of its Service Software, such as the occurrence of Statewide or major training sessions, drills and exercises, to aid Contractor with the planning of any scheduled outages.
- f. The State shall promptly notify Contractor Customer Support of any identified Hosting Services outage that impairs Customer access to its Service Software so that Contractor may manually activate the redundant ASP Environment and immediately commence work to restore service to the primary ASP Environment.
- g. The State shall coordinate, with the ASP, all load testing, performance testing, or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the ASP Environment for other customers with the ASP.

4. Limitations on Use of Hosted Services.

- a. Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value or for no value by the State to any third party.
- b. Hosted System and Hosting Services are provided to support the Service Software which is an information management tool. Hosting Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosting Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or ASP Environment may lead to bodily injury, death or destruction of property. Contractor understands that the State is using the Hosting Services for managing and response to emergency situations.
- c. Installation of software applications in ASP Environment is limited to the Service Software licensed to the State by Contractor and Service Software supplied by Contractor either as a component of the Hosted System or to support delivery of Hosting Services.
- d. Contractor shall only be responsible for performance of components of the Hosted System and Service Software under its control. Contractor shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of the State to perform its obligations under this Contract.

- e. The warranties set forth in the Contract shall be void if any breach of this warranty or failure of the Hosting Services environment or Service Software is caused by unauthorized use, improper use or modification to Service Software made by the State.

PART II. Support Services

Support Services for the Service Software shall include the following (in addition to what is stated in the Contract):

- 1) **Telephone Assistance:** the State's Support Contact (as defined below) may contact the Contractor's Support Center for telephone assistance to seek advice relating to the use of Hosted Services and/or to identify and work to provide a "workaround" for Service Software problems, if available. Telephone assistance for non-Emergency Support Services shall be available during Standard Business Hours. "Standard Business Hours" shall mean 9:00 a.m. through 6:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays, and are subject to change by ESI.
- 2) **Problem Assistance:** the State may submit problem assistance requests for Service Software assistance via the published Contractor's support escalation procedures. Requests for problem assistance for non-Emergency Support Services shall be available during Standard Business Hours.
- 3) **Updates:** Contractor will provide Updates to the Service Software as such Updates are made generally available to other customers or clients receiving Support Services at no additional charge to the Fees paid by the State pursuant to the Contract. Any training required by the State related to such Updates and subsequent versions of the Service Software are provided pursuant to the terms of the Contract, Contractor shall provide the State with downloadable Updates to the Service Software, except for modules, as such Updates become available. Updates may include correction releases (i.e., patches provided to correct software anomalies), point releases (i.e., modifications to current generation of Service Software including enhancement and improvements), and level releases (i.e., new releases or new generation of Service Software), but shall not include new products, modules or plug-ins released commercially by Contractor as independently priced items and not purchased by the State after the Effective Date of the Contract. For Modules, Contractor shall provide the State any Updates released by Contractor to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the Service Software, and any Updates required to maintain compatibility with the Service Software. Contractor shall not provide for any enhancements to the Module unless such enhancements are made available to other customers.

Process to Obtain Support Services. To obtain Support Services or telephone or problem assistance, the State's designated Support Contact (who has completed the training as required below) may contact Contractor's Support Center as per Contractor's published support procedures. Such support procedures include contacting Contractor's Support Center via telephone, email and, when required, remote session support during Standard Business Hours and during Non-Standard Business Hours.

"Routine" Support Services includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; general support for Board Builder and boards built by the State, Contractor or an Contractor-certified technician; and access to WebEOC best practices, community-use status boards, "help" resources and other content made available through <https://www.juvar.com/customers/technical-support>, a "Licensee only" web forum. Support Services may be accessed by the State by calling the Support Center via (877) 771-0911 or by electronic mail at support@juvar.com (subject to updates and changes by Contractor).

"Emergency" Support Services shall be available 24 hours per day, 365 days per year. Emergency telephone support includes any assistance needed by the State while Software is in use operationally, whether for actual incidents or exercises excluding assistance with GIS interfaces, mapping or products, which is licensed by a third-party vendor is available only during Standard Business Hours. Emergency Support Services may be accessed by calling the Support Center via (877) 771-0911 (subject to updating and changes by Contractor).

The State may request performance of additional services by Contractor. Such services shall be invoiced separately by Contractor at Contractor's rates as set forth in the Contract.

Limitations on Support Services. Contractor will provide Support Services for only the current version of any Software.

Problems or Issues Not Covered by Support Services. The following issues/problems, and all issues or problems caused by the following, are not covered by Support Services:

1. Alternations to the Software not authorized by Contractor;
2. Customizations to the Software made by any party other than Contractor;
3. Software problems created by the State's negligence or fault or failure to comply with any specifications, policies, procedures or requirements for use of the Software;
4. Software problems caused by or related to a change in the State's service provider or internet access provider;
5. Software problems that do not significantly impair or affect the operation of the Software;
6. Assistance with third party products; Training; Installation of plug-ins, boards or modules; API support for APIs created by any party other than Contractor; Board building; and
7. The State's failure to allow for the prompt implementation of Error corrections, Updates, or any work-around provided or made available by Contractor (including, without limitation and applicable at all times, implementation of more recently released, generally available versions or releases of the Service Software made available through Support Services that contain corrections to the relevant Error or where such Error does not occur when using such more recently released version or release of the Service Software).

The State's Responsibilities. The State agrees to limit its requests for Support Services after Standard Business Hours to occasions when the problem related to the Software is critical to the State's operation and cannot wait to be addressed until Standard Business Hours on the next succeeding Contractor business day.

Part III. Service Level Agreement

Section A: Notification and Response Time Objectives

1. Issues with the Hosted Services or Service Software reported by the State to the Contractor Support Center as provided below will be assigned a severity level by Contractor according to the description in the following table. Contractor will respond to the State's Notification (as defined below) to Contractor's Support Center as provided in the table below. All Severity 1, 2, and 3 issues must be reported to Contractor Support Center by telephone at the appropriate numbers published to the State as part of the Contractor published escalation procedures. All other Errors can be reported via telephone or by email as provided in such published escalation procedures.

<u>Severity</u>	<u>Initial Response Objective</u>	<u>Follow up Response Objective</u>
Severity 1	Acknowledgement within 1 hour of receiving Notification.	Delivery by Contractor of a patch, workaround, or temporary fix to the State within 1 business day. Delivery by Contractor of the object code fix or other
Severity 2	Acknowledgement within 4 hours of receiving Notification.	Delivery by Contractor of a patch, workaround, or temporary fix to the State within 3 business days. Delivery by Contractor of the object code fix or other

Severity 3	Acknowledgement within 8 hours of receiving Notification during Standard Business Hours.	Delivery by Contractor of a patch, workaround, or temporary fix to the State within 10 business days. Delivery by Contractor of the object code fix or other
Severity 4	Acknowledgement within 3 business days of receiving Notification during Standard Business Hours.	Delivery by Contractor of a patch, workaround, or temporary fix to the State within 30 business days. Delivery by Contractor of the object code fix or other

Severity levels are defined as follows:

- Severity 1 Critical System Outage: the State has lost complete use of the Hosted Services or Service Software, or use of the Hosted Services or Service Software is materially and severely impaired.
- Severity 2 Critical System Degradation: an intermittent interruption in or loss of the State use of the Hosted Services or Service Software, or significantly diminished Software functionality (i.e., results in or is likely to result in more than a 10% productivity loss).
- Severity 3 Minor System Degradation: Minor loss of Hosted Services or Service Software functionality (i.e., results in or is likely to result in inability to use certain non-essential functions of the Software).
- Severity 4 Minor System Degradation: All other errors not classified as Severity 1, 2, or 3 where there is limited impact on the Hosted Services or Service Software functionality.

Errors that do not arise to the level of one of the Severity Levels defined above shall be addressed and resolved as determined by Contractor.

2. "Error" shall mean a failure of the Hosted Services or Service Software to perform in accordance with the Contract, Statement of Work, Quote, Documentation and specifications applicable thereto in all material respects. Errors may be "resolved" using reasonable temporary workarounds, provided any loss of functionality resulting from such workaround will be subject to other applicable severity level classifications. the State is not entitled to reject or refuse a reasonable workaround or fix provided by Contractor to resolve and issue.

3. "Notification" shall mean the receipt of a telephone report by the Contractor Support Center from the State (meaning the State speaks with the Support Center) at the then current telephone numbers (and applicable Support Center escalation procedures) for the Contractor Support Center as provided by Contractor. Failure to follow the Contractor published contact information (and applicable Support Center escalation procedures, including the State escalating such matters where matters are not being resolved in a timely manner) for the Contractor Support Center shall void the response time objectives and obligations of Contractor set forth in Section A or Section B of this Schedule. The "initial response objective" shall be deemed satisfied where the initial response to a Notification is provided to the State by the Contractor Support Center during the State call providing the applicable Notification.

4. Contractor will not be responsible for any Errors related to or caused by (i) negligence or fault by the State or its employees, when using or accessing the Hosted Services or Service Software, (ii) any version of the Software other than those for which Contractor is obligated to provide Support Services (as defined in the Contract), (iii) omitted (iv) related to (or a change in) services providers related to the State's access to or use of the Hosted Services or Service Software, (v) any equipment, hardware or software outside Contractor's data center or hosting center, including, without limitation, the State equipment, hardware, and software, (vi) the State's provision/use of corrupted data to the Hosted Services or Service Software, (vii) the State's failure to use the Hosted Services or Service Software in compliance with the Contract or Schedule thereto, Documentation, Statement of Work and Quote (including requirements of usage set forth in any applicable specifications therein), (viii) any change, modification, or addition by the State to the State's environment, the Hosted Services (including, without

limitation, changes to the data, hardware, networks, software, or systems that interface with or on which the Hosted Services is dependent) not previously approved in writing by Contractor pursuant to Contractor's then current change control procedures for changes to the State's environment or data that may impact the State's usage of the Hosted Services or Service Software, or (ix) otherwise caused by items disclaimed in the Contract or Section B – 7 below.

5. With the exception of the State's right to terminate the Contract pursuant to the Contract Terms, the remedies set forth in Section B below constitute the State's sole and exclusive remedies and Contractor's entire liability for any failure of Contractor to comply with the response time objectives set forth in this Schedule, Part III – Section A. Failure to provide the Hosted Services at the levels set forth in this Part III for three (3) consecutive months shall be deemed a material breach of the Contract.

Section B: Uptime Percentage

Solely for purposes of the Hosted Services and Service Software provided by Contractor pursuant to the Contract and Schedules thereto, Contractor and the State agree as follows:

1. This Uptime Percentage (as provided below) pursuant to this Section B will only be in effect at times that the State is then in compliance with all obligations under the Contract, including, without limitation, all correctly invoiced payments due from the State under the Contract are current and not in default. The Uptime Percentage shall not apply to (and Contractor shall not be responsible for Downtime caused by): (1) the State's inability to use services or third-party software not installed/incorporated into the Hosted Services or the Service Software, (2) loss of connectivity or ability to integrate with third-party software or services utilized with or that integrate with the Service Software, (3) Downtime for which Contractor is not responsible as provided in this Schedule, or (4) time where the State is not making productive use of the Service Software.

2. For purposes of this Schedule:

"Downtime" shall mean that the State is completely unable to utilize the Service Software and the Hosted Services for any one of the following: accessing; submitting; or utilizing data.

"Full Productive Use Environment" means use of the Service Software by the State in a live production environment following the completion of the installation of all Service Software licenses applicable consistent with the Documentation, the applicable Schedules, Statements of Work, and the specifications applicable thereto (or upgrade or addition) and after all user licenses authorized for use with such Services have been activated.

"Measurement Period" shall mean each consecutive 1-month period the Hosted Services and Service Software is subject to the Uptime Percentage pursuant to this Section B.

"Operating Hours" shall mean all hours during each Measurement Period.

"Uptime" shall mean all times during the Total Operating Hours that the Hosted Services and Service Software is not experiencing Downtime excluding scheduled and emergency maintenance.

"Uptime Percentage" shall mean the Uptime divided by the Total Operating Hours.

"Uptime Percentage Objective" means as provided in Section 3 below.

"Total Operating Hours" shall mean the aggregate Operating Hours during the applicable Measurement Period.

3. Subject to all terms and conditions of this Schedule and the Contract, Contractor shall maintain an aggregate "Uptime Percentage" of 99.9% of the Total Operating Hours for each Measurement Period for

the Hosted Services and Service Software (the "Uptime Percentage Objective"). Contractor will calculate the Downtime and Operating Hours for each Measurement Period. Upon request, Contractor shall provide the State a report regarding the final Uptime Percentage for each applicable Measurement Period.

4. Downtime will commence upon receipt by Contractor's Support Center from the State of a Notification (as provided above) of an Error as set forth herein. Downtime will conclude/end when the Error reported by the State to the Contractor Support Center as required hereunder has been resolved or a temporary workaround has otherwise been provided so that the Hosted Services and/or Service Software are no longer experiencing the Downtime event; provided, however, that where such workaround resolves some, but the Hosted Services or Service Software is still experiencing Downtime, such Downtime incident will continue to accrue as provided in this Schedule. Contractor obligation to restore the Service Software for the State's ability to access, submit and use the data within the Service Software and the Hosted Services as described above is subject to the State's timely compliance with all the State responsibilities as set forth in the Contract.

5. Downtime for the Hosted Services and Service Software shall be counted against the aggregate Uptime Percentage set forth above during the Measurement Period. The first Measurement Period (and Contractor's obligations pursuant to Section B of this Schedule) for the Uptime Percentage shall commence ("SLA Commencement Date") on the sooner to occur of: (i) on the first day of the calendar month immediately following the date the Hosted Services and Service Software has operated without Error for 60 consecutive days in a "Full Productive Use Environment" following the installation for such Service Software, or (ii) the first day of the calendar month following the 90th day immediately following the State's first use of the Hosted Services and Service Software in a Full Productive Use Environment. Additionally, where the Hosted Services and Service Software is the subject of an installation of new Service Software or upgrade/customization thereto, or addition of new licenses to the Service Software or additional User licenses, the Uptime Percentage (the SLA Commencement Date) for such Hosted Services and Service Software shall be suspended and shall then re-commence on the sooner to occur of: (a) on the first day of the calendar month immediately following the date the use of such items with the Hosted Services and Service Software has operated without Error for 60 consecutive days in a "Full Productive Use Environment", or (b) the 90th day immediately following the State's first use of such items with the Hosted Services and Service Software in a Full Productive Use Environment after installation of such items has been completed as determined by Contractor.

6. For each complete Measurement Period that the Hosted Services and Service Software fails to satisfy the applicable Uptime Percentage of 99.9% when measured against the Total Operating Hours for the Measurement Period for such Hosted Services and Service Software as set forth above, upon the State's request, Contractor will extend the Term of the Contract for one hour for each complete hour of Downtime for such Hosted Services and Service Software in excess of 0.1% of the "Total Operating Hours" during such Measurement Period.

7. Contractor will not be responsible for any Downtime (and the following shall not be considered Downtime), delays, errors or issues caused by (i) Support Services scheduled to occur during Operating Hours, provided that Contractor shall provide prior reasonable communication through Support Services standard means of communications of such scheduled Support Services, (ii) any change, modification or addition the State's technology environment (including, without limitation, changes to the data, hardware, networks, software, or systems that interface with or on which the Hosted Services and Service Software are dependent) not previously approved by Contractor pursuant to Contractor then current change notification procedures, (iii) related to (or a change in) the State's telecommunications, MPLS, or internet services providers, (iv) related to (or a change in) Contractor's third party services providers, (v) a denial of services from the Internet that is based on issues or failures outside the control of Contractor, (vi) deactivation, suspension, or termination of the Contract, Hosted Services or the Service Software pursuant to the Contract, (vii) occurs when the State or Authorized Users are not making productive use of the Hosted Services and Service Software, (viii) results from or is caused by emergency maintenance to the Hosted Services or Service Software (including installing operating system or firmware updates identified by the applicable third party providers to remediate security issues for which urgent correction

is required), (ix) omitted (x) a Force Majeure Event, or (xi) items for which Contractor is otherwise not responsible pursuant to the Contract or Section A – 4 above.

8. With the exception of the State's right to terminate the Contract pursuant to the Contract Terms, the remedies set forth in this Section B constitute the State's sole and exclusive remedies and Contractor's entire liability for any failure of Contractor to comply with the response time objectives set forth in this Schedule, Part I – Section A above or the Uptime Percentage as set forth in this Schedule, Part II – Section B, and/or any downtime or loss of use of the Hosted Services and Service Software experienced by the State.

End of Schedule B

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, the Service 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. For the purposes of Schedule C, Hosted Services does not include the application level of the Service Software.

“**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 where State Data is hosted throughout the Term;

3.2 ensure that the Service 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 State Data is encrypted in transit and at rest using AES 256bit or higher encryption;

3.7 (Omitted);

3.8 ensure the Hosted Services have multi-factor authentication for privileged/administrative access for servers and databases; 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 prior written request (not less than 10 days), except in extenuating circumstances, make all such records, appropriate personnel (in consultation with the Contractor) and relevant materials and policies and procedures regarding its security practices for the Services provided under this Contract (provided that the State shall not be entitled to review or see any information about or belonging to other Contractor customers) available during Contractor's normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor . All such reviews/audits shall be subject to the following additional terms and conditions: (i) each review/audit shall be on days mutually agreed to the State and Contractor ; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; (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; (iv) all information disclosed during such audit shall be considered Contractor's Confidential Information. The State may, but is not obligated to, perform such security audits; and

6.3 if requested by the State in writing to the Contractor, provide a copy of Contractor's (i) Subcontractor's SOC 2 Type 2 report. The SOC 2 Type 2 report will be recognized as Contractor's Confidential Information; and (ii) the executive summary of Contractor's penetration testing report, with such executive summary being recognized as Contractor's Confidential Information and not subject to disclosure under FOIA.

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

SCHEDULE D
Disaster Recovery Plan

(Contractor's Disaster Recovery Plan is included as an attachment)

SCHEDULE E
Licensing Agreement

Recitals

- A. Contractor is a provider of managed resource management, mass communication, patient tracking, and credentialing solutions that enhance emergency preparedness and response to medical emergencies, mass casualty events and public health incidents.
- B. Contractor desires to provide to the State and its Authorized Users, and the State desires, on behalf of itself and its Authorized Users, to obtain from Contractor, remote access to certain Contractor provided Service Software, in accordance with the terms and conditions of this Schedule E.

Licensing Agreement

In consideration of the Recitals and agreements that follow, the Parties agree as follows:

1. Definitions. Unless defined elsewhere in the Contract or below in this Schedule E, capitalized terms used in this Schedule E will have the meanings set forth as follows:

- a) "*Contact Person*" means a person qualified by education and training to use and understand the applicable User Equipment and the Service Software.
- b) "*Implementation Services*" means services (if any) to be performed by Contractor in connection with the configuration and implementation of the Service Software, as specified on Schedule A.
- c) "*Module*" means, if set forth in a Statement of Work to the Contract, a particular software-as-a-service module hosted, managed and operated by or on behalf of Contractor and to which the State desires to obtain a license to Use pursuant to the terms of the Contract.
- d) "*Rights*" means all right, title and interest in and to the Service Software, including all intellectual property rights, know-how and design and functionality.
- e) "*Training Services*" means any training in the Use of the System that Contractor makes available to the State and Authorized User employees.
- f) "*Use*" means accessing and using the Service Software in accordance with the terms and conditions of the Contract (including, without limitation, any additional limitations or restrictions specified in the Schedules) and the applicable Documentation.
- g) "*User Equipment*" means the hardware, equipment, third party software and communications lines or capabilities that may be necessary for the State or any Authorized User to Use the Service Software.

2. Access and Services.

- a) Hosted Services and Service Software Access. Subject to the terms and conditions of the Contract, including, without limitation, the Schedules and the State's timely payment of all Fees pursuant to the terms of the Contract, Contractor hereby grants to the State a limited, non exclusive, non transferable right to Use the Hosted Services and the Service Software, without any right to sublicense, and to permit Authorized Users to Use the Hosted Services and the Service Software, during the Term.
- b) User Equipment. The State shall obtain, operate, support and maintain all User Equipment, at its sole expense.
- c) Services. Contractor will provide the State with access to and use of the Hosted Services and the Service Software and will perform any Implementation Services and Training Services as may be agreed upon on a Statement of Work to the Contract. Contractor shall perform such other services and provide modules as the Parties may mutually agree in writing by executing a revised or amended Schedule Statement of Work specifying the services, modules and all applicable Fees.
- d) Employees. The State's Authorized Users are permitted to Use the Hosted Services and the Service Software only to the extent necessary to coordinate health-related, emergency preparedness and response activities in the Territory. The State shall at all times be responsible

for its employees' compliance with the Contract, including, without limitation, this Schedule, and any breach by an employee of any provision of the Contract shall be deemed to be a breach by the State. Without limiting any other right or remedy available to Contractor, Contractor shall have the right at any time, with or without prior notice, to suspend or terminate access to the Hosted Services and the Service Software by any employee that violates any provision of the Contract and/or this Schedule.

- e) Internet Access. The State shall be responsible for providing its own Internet access necessary to access and Use the Hosted Services and the Service Software, and in no event shall the State be provided with direct access (by modem or otherwise) to the Hosted Services and the Service Software server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Contractor makes no guarantee that any given user will be able to access the Hosted Services and the Service Software at any given time. There are no assurances that access will be available at all times and uninterrupted, and Contractor shall not be liable to the State for its inability to access the System due to Internet access errors, issues, or problems.

3. The State Responsibilities.

- a) Generally. During the Term, the State shall:
 - a. obtain and maintain its User Equipment;
 - b. require its Authorized Users to use a password to access the Hosted Services and the Service Software that is at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number;
 - c. ensure that State employees maintain the security and proper use of all user login names and passwords, including by changing passwords on a regular basis, and otherwise comply with all security measures required by Contractor;
 - d. designate a single Contact Person to work with Contractor to implement and maintain its Use of the Hosted Services and the Service Software;
 - e. ensure that no virus is introduced into the Hosted Services and the Service Software and that no disruption to the Hosted Services and the Service Software occurs due to any action or failure to act on the part of the State or any of its employees; and
 - f. providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software the User Equipment.
- b) Notification. The State will immediately (and in no greater than twenty four (24) hours from the State's knowledge of the following) notify Contractor and use best efforts to cease any further occurrence of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property (with the exception of documents from the Document Library) of Contractor related to the Hosted Services and the Service Software that is known or suspected by the State; (iii) any use of false identity information to gain access to or use the Hosted Services and the Service Software; or (iv) any loss or theft of a hardware device on which a State Employee has access to the Hosted Services and the Service Software (each of subsections (i) through (iv) a "Security Breach Event").
- c) Rights Upon Notification. Upon Contractor's receipt of notification given by the State of a Security Breach Event, Contractor shall have the right to immediately, without notice to the State, suspend the Authorized User's or the State employee's access to the Hosted Services and the Service Software until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Hosted Services and the Service Software, (ii) any other intellectual property rights of Contractor or its affiliates or (iii) the personal data or Protected Health Information gathered by the State in its Use of the Hosted Services and the Service Software.

4. State Data.

- a) General. As between the Parties, the State and its Authorized Users shall be solely responsible for the procurement, provisioning, processing and updating of all State Data, and for the content, accuracy and completeness of all State Data. The State represents and warrants that neither the State Data nor the possession or use thereof by or on behalf of the State (including its storage, transmission and/or processing by the Hosted Services and the Service Software in accordance with the Documentation) will violate any Law or the rights of any person or entity (including, without limitation, those applicable to privacy or personally identifiable information).
- b) Ownership of State Data. As between Contractor and the State, all State Data is and shall remain the property of the State. Contractor shall not, without the State's written consent, use or disclose State Data other than in the performance of its obligations under the Contractor or as may be required by applicable Law.
- c) Safeguarding State Data in the System. The Hosted Services and the Service Software includes certain security features intended to prevent unauthorized access to State Data, as described in the Documentation. Such features may include, to the extent specified in the Documentation, software or devices which (i) require Authorized Users' end users to enter user identification codes and passwords prior to gaining access to the Hosted Services and the Service Software, (ii) track the addition and deletion of Authorized Users' end users and (iii) control access by any end user to areas and features of the Hosted Services and the Service Software as designated by the applicable Authorized User.
- d) Recovery of State Data. If any State Data is lost or damaged due to the acts or omissions of Contractor while resident in the Hosted Services and the Service Software, Contractor shall use commercially reasonable efforts to assist the State in its efforts to recover such lost or damaged State Data.

5. Limited Use of the System

- (a) The State Rights to Use. The State shall not:
 - (i) use the Hosted Services and the Service Software for a service bureau application or for commercial software hosting services without Contractor's prior written consent from an authorized representative of Contractor;
 - (ii) use the Hosted Services and the Service Software other than as necessary for the State's or such Authorized User's coordination of health-related, emergency preparedness and response activities within the Territory or publishing of health information with respect to the Territory;
 - (iii) modify, adapt, translate or create derivative works based on any part of the Hosted Services and the Service Software;
 - (iv) commercially exploit, market, license or distribute access to or use of the Hosted Services and the Service Software, or otherwise permit anyone other than Authorized Users to access or use the Hosted Services and the Service Software;
 - (v) challenge Contractor's Rights in the Hosted Services and the Service Software;
 - (vi) assist or cooperate with any third party in challenging Contractor's Rights to the Hosted Services and the Service Software; or
 - (vii) remove any copyright, trademark or other notices that appear on or in the Hosted Services and the Service Software.
- (b) Contractor Ownership Rights. Contractor shall retain all Rights in the Hosted Services and the Service Software and neither the State nor any Authorized User shall have or obtain any such Rights.
- (c) System Updates. Contractor may enhance or modify the Hosted Services and the Service Software in its sole discretion. Contractor will provide notice to the State prior to implementation of enhancements or modifications of the Hosted Services and the Service Software that materially diminish the functionality of the Hosted Services and the Service Software. The State acknowledges and agrees that Contractor retains all Rights in any modifications to the Hosted Services and the Service Software, including, but not limited to, modifications resulting from requests for changes made by the State or at the request of the State.

- (d) Third Party Software. The Hosted Services and the Service Software may incorporate software under a license to Contractor or its affiliates from a third party ("Third Party Software"). If the licensor of any Third-Party Software requires the State's agreement to the terms and conditions of such use through an End User License Agreement ("EULA"), Contractor will provide such EULA to the State, and the State will not be bound by such EULA unless the State has the opportunity to negotiate terms with the Third-Party Software Publisher. In order to use the Hosted Services and the Service Software, the State agrees to be bound by all EULA(s) provided during the Term whether by hardcopy or displayed upon installation or use of the Hosted Services and the Service Software. The State's use of the Hosted Services and the Service Software subsequent to such notice(s) shall constitute the State's acceptance of the EULA(s), subject to the limitations set forth above. The State shall not use any Third-Party Software embedded in or provided in connection with the Hosted Services and the Service Software on a stand-alone basis or in any way other than as embedded in, provided in connection with, or for use with the Hosted Services and the Service Software and the applicable EULA.
- (e) Contractor's Audit Rights. From time to time and upon reasonable prior written notice, Contractor may audit the State's use of the System to ensure that the State is in compliance with the terms and conditions of the Contract, including, but not limited to, any payment terms and Fees due and payable subject to the Contract Terms.

SCHEDULE F
List of Contractor's Subcontractors

As of the Effective Date of the Agreement, the following are Contractor's current "Subcontractors" which may be utilized in the provision of the Services provided by Contractor pursuant to the terms of the Agreement:

1. **Microsoft**
 - a. Data hosted at the following data centers:
 - i. Azure US East 2
 - ii. Azure US Central
2. **Amazon Web Services**
 - a. Data hosted at the following data centers:
 - i. AWS US East 1
 - ii. AWS US East 2
 - iii. AWS US West 2
3. **Rackspace**- Managed service provider supporting Juvare's cloud applications. Will not directly host data.
4. **OnSolve** - Mass notification provider. Data centers in the United States, but will only receive name, email address, and phone number information.
5. **Twilio** - Mass notification provider. Data centers in AWS. Only receive phone number information.
6. **Datadog** - Reporting and graphing tools to support Juvare. This is only meta data and not client data.
7. **New Relic** - Reporting and graphing tools to support Juvare. This is only meta data and not client data.

SCHEDULE A – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

This is a Contract for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS), Bureau of EMS, Trauma, and Preparedness (BETP), through the Michigan Department of Technology, Management & Budget (DTMB), for the functions of the Michigan Health Alert Network (MIHAN), the MI Volunteer Registry, bed/resource tracking, patient tracking, and hospital incident management services used with an internet accessible, vendor hosted service.

1.002 BACKGROUND

The BETP, under DHHS, is charged with protecting the health of Michigan citizens against chemical, biological, nuclear and radiological threats. BETP focuses on minimizing the threat to health from terrorist acts, accidents and other incidents, and collaborates with local, state and federal authorities and private sector partners to prevent and mitigate threats to the health and safety of Michigan citizens. Federal agencies; the Centers for Disease Control and Prevention (CDC) and the Assistant Secretary for Preparedness and Response (ASPR) and the Pandemic and All-Hazards Preparedness and Advancing Innovation Act of 2018 (PAHPAIA) set standards that the State of Michigan must follow when establishing contracts with vendor solutions.

A. Michigan Health Alert Network (MIHAN)

The Centers for Disease Control and Prevention (CDC) awarded grant funding beginning in 2002 to prepare for bio-terrorist attacks and other public health emergencies. One of the critical capacities that funding supported was the establishment of a Health Alert Network. MIHAN is a secure, internet-based notification system used to ensure effective communications and alerting between the CDC, DHHS, public health departments, healthcare agencies and response organizations. The contact methods used by the system include phone, email, text messaging, fax and pager. The MIHAN currently hosts approximately 5,000 participants who function as key points of contact during an incident. In addition, the MIHAN features a document library for collaboration on readiness and response materials. The system is administered by state, regional and local support members who oversee user accounts, assign function-based roles for alerting, and manage document permissions.

B. MI Volunteer Registry (Registry)

The Registry is a volunteer registration, verification, notification and organization system built and supported with ASPR funds. The Registry is Emergency System for Advanced Registration of Volunteer Healthcare Professionals (ESAR-VHP) compliant, a standard administered by the Office of the Assistant Secretary for Preparedness and Response (ASPR) at the USDHHS. ASPR supports each state and territory in establishing a standardized volunteer registration program. All states adhere to the national *ESAR-VHP Guidelines and Compliance Requirements* for developing systems capable of registering a wide range of health care volunteers, verifying their credentials and qualifications, and assigning accepted volunteers to a credential level. The ESAR-VHP system ensures the effective movement of volunteer health personnel in emergencies. There are currently close to 9,000 volunteers in the registry. Overseen by state, regional, and local administrators; volunteers are allowed to request inclusion in a number of volunteer organizations. Vetted and accepted volunteers can be filtered by occupation, activated at a state, regional or local level, and notified of activation by email, phone, or SMS/text. The system also hosts a document library which stores files and is accessible to administrators and volunteers, a credentialing module which allows

for hospital administrator primary source verification of employment and privileges, a mission module for virtual management of volunteers from pre-deployment through demobilization, and a badge management module which administrators may access to print badges on site.

C. Bed / Resource Tracking System

A system used as a resource management tool used to support situational awareness and assist healthcare organizations to identify and manage available healthcare organization resources, such as hospital bed and dialysis chair availability.

D. Electronic Patient Tracking System

Patient tracking system that supports the use of bar-coded bands or tags to coordinate and manage movement throughout the continuum of care. The tracking system can exchange data with other healthcare systems and be flexible enough that it can be used for tracking non-healthcare organizational resource. The system is used by EMS personnel to facilitate electronic communications with receiving hospitals, where hospital end users can respond to EMS and include comments with their notification.

E. Hospital Incident Management System

Healthcare-oriented incident command system that is designed around emergency management workflows, facilitates planning and recovery from disasters. It's scalable, allowing for flexibility to include one facility or an entire healthcare system, regional and state partners. The system uses incident response templates and allows Incident command positions to be added or removed to scale the response. It also provides improvement plan development and after-action reporting tools. It meets Hospital Incident Command System (HICS) and hospital accreditation standards.

1.100 Scope of Work and Deliverables

1.101 SCOPE

During the Term of this Contract and for the Fees set forth in this Schedule A as outlined below, this project consists of the following scope:

- A. The ongoing maintenance and technical support of each or all of the service(s).
- B. Training for the service(s) as set forth herein.
- C. Subscription Based (yearly) pricing.
- D. Other services as required and contractually agreed upon by the parties in writing.

More complete descriptions of the state and federal requirements which must be met by the Contractor for these systems are provided below.

The service or services must meet these requirements:

- Systems should meet or exceed federal standards and requirements included but not limited to those included in the Pandemic and All-Hazards Preparedness and Advancing Innovation Act of 2018 (PAHPAIA).
- New service(s) must be capable of importing the data from the current systems if a migration is necessary.
- The service(s) must employ a currently functioning vendor hosted service model.
- The service(s) must offer annual pricing.

- The service(s) must offer comprehensive training materials and 24/7/365 support services for the respective services being contracted.
- The service should address national standards like Emergency Data Exchange Language (EDXL) set by OASIS, the Organization for the Advancement of Structured Information Standards.

The service or services must not:

- Offer to completely re-code or recreate either service from scratch.
- Offer a service or services which are not already in existence and in production.
- Offer a service which cannot be customized to display the required graphic and textual elements necessary for the identity and requirements of the related currently functioning system.
- Require the re-collection of data already associated with the current operational system.

This project consists of the following components:

- Maintenance and Support** – “Maintenance” is defined as repair or replacement services provided after the expiration of the warranty period necessary to identify and repair software malfunctions to return the system to its original operating condition. Maintenance also includes an agreement to provide an annual renewable software subscription to include future upgrades (both major and minor revisions of the application) and ongoing Contractor product support, Help Desk and Technical support.
- Hosting** - Contractor hosted solution to include procuring, installing and maintaining application server(s) and other required hardware/software. The solution must include production, development and non-production environments. The development and test hardware/operating system environment will resemble the production environment.
- Future Initiatives** - These projects will be determined at time of need and a separate statement of work will be developed. By mutual agreement, the parties may add products and services that are reasonably related to the scope of this Contract by executing a Contract Change Notice.

A more complete description of the supplies and/or services sought for this project is provided in Section 1.103 WORK AND DELIVERABLES

1.102 STATE STANDARDS

IT Policies, Standards and Procedures (PSP)

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

IT Policies, Standards and Procedures (PSP): http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

Acceptable Use Policy

To the extent that Contractor has access to the State’s computer system, Contractor must comply with the State’s 1340.00.130.02 Acceptable Use of Information Technology Standard, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. Upon request made in writing to Contractor, 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.

Mobile Responsiveness

The Bidder's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device. Bidders must provide a list of all mobile devices that are compatible with the Solution. Additionally, Bidder must provide list of features that can be performed via a mobile device.

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. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.
http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Bidder is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Bidder.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Bidder, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Bidders may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

Current Technical Environment

Contractor must be able to securely maintain, support, enhance and host the BETP Service Software using the below licensed software and technical environment to meet the needs of the State.

1.103 WORK AND DELIVERABLES

A. Maintenance and Support

Contractor must provide deliverables/services and staff, and otherwise do all things necessary for, or incidental to, the performance of its obligations as set forth in this Statement of Work.

The Contractor shall provide secure, web-based service(s); meeting the requirements for any or all of the services contained in this Statement of Work.

1) Required Components for Service(s):

- a. The service(s) must provide access to the current system URL addresses.
- b. The service(s) must utilize a secure, encrypted HTTPS:// connection for accessing all web pages, site functions and for all data exchanges between the server and browser.
- c. The service(s) must be easily able to meet the requirements of the system in terms of capacity (connections and/or phone calls) and be able to remain fully functional under a user load equal to peak activity and according to the current number of users of each service.
- d. The service(s) must have the capability of displaying a required User Agreement which users must accept, either as a one-time occurrence when granted membership or as a reoccurring message during login, to gain access to the service(s) functions.
- e. The service(s) should incorporate the automatic correction of standard issues such as user password resets and empty value reminders
- f. The Contractor is to provide 24/7/365 technical support for the service(s), accessible via phone and email at a minimum, with acceptable turnaround times commensurate with the severity of the support call.
 - i. Help Desk support must be available for all users from 8:00 a.m. – 5:00 p.m. EST, Monday through Friday, with necessary escalation to senior level staff and management as required by the issue.
 - ii. All calls for critical or high service errors must be returned within 1 hour with, at a minimum, an explanation of the current issues and of any expected solutions.
 - iii. The Contractor should maintain a ticket system (or provide a detailed report) for BETP administrators that track open and closed software bugs, service outages or interruptions, along with feature and technical support requests. It should include elements like current status, detailed background information, progress and expected time of resolution.
 - iv. Comprehensive education and training manuals should be accessible online, 24/7.
 - v. The Contractor should make their best effort to provide at least 72 hours advance notice of scheduled maintenance making detailed release notes available.

2) Maintenance—Maintenance refers to regular and routine work performed by the Contractor on the BETP Service Software required to correct defects in the software and/or the system operation as required to meet Contract requirements. This also includes any routine file maintenance to update any information required for operation of the system such as data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing batch jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to batch jobs run with incorrect data.

- a. The Contractor will perform routine system maintenance during Scheduled Downtime.
- b. All maintenance will be performed by qualified personnel who are familiar with the system.

- c. The Contractor will provide backup maintenance resources.
- d. The Contractor will provide the regular database backup files in a usable format to the State upon request.
- e. The Contractor will provide for escalation of maintenance issues to ensure critical issues are resolved.
- f. The Contractor will provide remote diagnostic capabilities.
- g. The Contractor will provide one point of contact for the State to report system malfunction whether malfunction is due to software or is of unknown origin. Upon Contractor's receipt of notice of such report, the Contractor will then be responsible for providing the appropriate remedy.
- h. The Contractor's annual renewable software subscription must include future upgrades (both major and minor revisions of the application).
- i. The Contractor must coordinate new releases and other changes with the State prior to implementation.
- j. The Contractor shall provide, at the request of the State, up to one (1), one-hour web-based training session each month. The State shall be responsible for identifying the training schedule and topic, subject to consent and availability of Contractor training resources.
- k. The Contractor shall offer a live test and training environment alongside of the functioning service. This test and training environment will be loaded with mock data provided by the State and used by BETP IT staff for training and exercise purposes.
- l. Contractor will provide the following services for the system:
 - i. **Error Correction.** If an error occurs the Contractor shall use commercially reasonable efforts to correct or provide a working solution for the problem. The State will be notified upon discovery of any error and promptly when corrections made. The State will be provided with information on software problems encountered at other locations, along with the solution to those problems, when such information is relevant to State software
 - ii. **Material Defects.** The Contractor will notify the State of any material errors or defects in the deliverables known or made known to the Contractor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - iii. **Updates.** All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by Contractor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge.

3) Adaptive and Preventive Maintenance Activities

- a. Adaptive and preventive maintenance addresses upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:
 - i. Upgrades or patches of the application server, Windows components, operating system, or other system and application software.

- ii. Software modifications and upgrades necessary because of expiring third party Contractor support.
- iii. Hardware, database, or application conversions that do not modify user functionality.
- iv. Report distribution changes.
- b. The changes should be transparent to the end user. The Contractor will provide Release Notes with all system upgrades/updates.
- c. Adaptive release changes will be performed in regularly scheduled releases.
- d. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release. Any major release which may require an upgrade to the server/desktop operating systems or third-party software utilized as part of the BETP Service Software must be documented and provided to the State three months prior to implementation to ensure all requirements can be obtained.
- e. Application Repair –Contractor must offer patches or fixes to acknowledged issues of the BETP Service Software within an acceptable timeframe as mutually agreed to by the State and Contractor.

4) Performance Maintenance Activities – assist State Administrators in performance maintenance activities to improve the performance of the application, subject to the Contractor’s license terms of the applicable Software license.

- a. Performance maintenance may include the following services:
 - i. Improve the performance, maintainability, or other attributes of an application system.
 - ii. Data table restructuring.
 - iii. Data purges and or archiving to reduce/improve data storage.
 - iv. Run time improvements.
 - v. Replace utilities to reduce run time.
 - vi. Potential problem correction.
 - vii. Data set expansions to avoid space problems.

5) Documentation Update

Documentation (electronic) for scheduled software releases to include changes or enhancements to the existing system at no additional cost to the State. Documentation must include:

- a. For each software release the Contractor must provide release notes to the State detailing the changes/upgrades that are included in the software release. The release notes must identify reported bug fixes and new functionality added by the Contractor.
 - i. The Contractor will provide the State electronic access to obtain the then-current System Administrator Manual or guide and a User Manual which will cover all administrator functions of the current Software that is installed and supports the BETP Service Software. The Contractor will provide a Word version of the Guides and Manuals upon request, which the State can customize to detail the BETP Service Software as installed and configured for the State. If the State would like

the Contractor to provide the customization, they can be provided at an additional fee. The State must have unlimited reproduction rights to the manuals for management purposes. Notwithstanding the foregoing, any reproduction shall include any copyrights, images and logos on the original copy provided by Contractor to the State.

- ii. The Contractor will provide updated Systems Administrator manuals and User Manuals for major releases that include new functionality in the BETP Service Software.
- b. Security Changes: Any changes to user access or administrator access security will be provided in the release notes.

6) Hosting Requirements

The Contractor will supply hosting services as defined below for a flat-fixed annual cost aligned with the State's Fiscal Year as set forth in this Schedule A for the Term.

- a. The Contractor will provide the following for hosting solution during the Contract period:
 - i. Software - Apply hot-fixes and service packs as needed to address anomalies and security concerns. Software support applies to third party software including operating system, backups, antivirus software, and any application software as related to the hosting services and provided by the Contractor.
 - ii. Hardware - Apply Firmware and Bios updates as needed to address anomalies and security concerns. Updates are provided by the hardware Contractor and must be tested internally prior to install on the production site.
 - iii. Server - Standard hardware and software maintenance as listed above to ensure reliability and optimal performance. This maintenance will occur weekly, monthly and quarterly depending on tasks.
 - iv. Firewall - Must be deployed using current industry best practice model. Logs are to be monitored and maintained to ensure reliability and security.
 - v. Anti-Viral – Must provide a reliable industry-standard anti-virus system. Virus definition file maintenance and updates must be done daily to ensure complete virus protection. System must have weekly proactive scans during off peak periods.
 - vi. Power Systems and Infrastructure – The facility must meet or exceed the Uptime Institute Tier 3 Data Facility standards. (<http://www.uptimeinstitute.org/>) Primary infrastructure systems must be monitored and redundant, with battery and generator backup power. Circuit load must be checked regularly to ensure reliable power to systems.
 - vii. Internet Connectivity - Must be redundant connections with burstable bandwidth support. The connectivity must automatically adjust to handle increased load during an alert.
 - viii. Telephone Lines - Service must be maintained and operational tested at regular intervals.
 - ix. Encryption & Server Certificates - Must be registered and installed on all web servers. All web traffic transferred from BETP Service Software to the public internet must be encrypted.

- x. Domain Names – Must be registered for both the primary and alternate sites. Domain Name Services for all public facing web servers and all internal systems must be maintained and redundant.
- xi. Systems & Data Backup - Must occur nightly. Data must be transferred to tape or other portable media, removed from the data center, and stored at a secure location offsite.
- xii. Systems Failover – Failover to an alternate site is to be available at all times with little or no notice. To maintain uptime, critical services must be transferred in the event of a prolonged outage at the primary site. The alternate site must be located geographically separated from the primary site.
- xiii. Server Computers – Increased hardware capacity may be needed to deal with system expansion and performance needs. The site infrastructure hosting the systems must have the capacity to add additional servers and meet power needs.
- xiv. Infrastructure Hardware - Should be added as needed to deal with system expansion and performance needs. The site infrastructure hosting the systems must have the capacity to add additional equipment and meet power needs.
- xv. Power Systems as Needed - The site infrastructure hosting the systems must have the capacity to add additional power to meet growing needs.
- xvi. The BETP Service Software must be fully available 99.9% of the time during normal business hours of 8AM to 5PM EST on business days and available on-call during non-business hours to support the hosted infrastructure as well as application software.
- xvii. Performance and Capacity Management
 - a. Monitor, collect, and analyze Server utilization data for CPU, memory, and disk space;
 - b. Compile configuration data and usage patterns;
 - c. Monitor Server performance;
 - d. Establish thresholds and exception reporting procedures;
 - e. Perform tuning based on available performance data;
 - f. Review Server capacity trends;
 - g. Establish a schedule for Contractor's performance of Server maintenance that could be provided to the State if requested (for example, virus and malicious software detection, backup, disk space cleanup) and for implementing modifications and enhancements to the web hosting environment so as to minimally impact availability of the web hosting environment.
 - h. Fire detection and suppression a system for early detection of fires and suppression in a manner that does not damage state assets;
 - i. Air conditioning monitored facilities to control for temperature and humidity;
 - j. Facility monitoring for electrical and mechanical failures, fire detection, and leak detection;
 - k. Support services including system and network monitoring of backbone routers, WAN interfaces, routers, switches, and servers;
 - l. Network problem detection, tracking, and resolution process;

xviii. Security Management

- a. Define access controls for the web hosting environment;
- b. Monitor the web hosting environment for unauthorized access;
- c. Notify the State in accordance with the security procedures specified in the Contractor's Security Guidelines if the Contractor detects a security violation;
- d. Follow the procedures specified in the Contractor Security Guidelines for logging, alarming and reporting of security violations;
- e. Provide and maintain virus and malicious software avoidance, detection, and elimination software for Servers;
- f. Conduct periodic security reviews;
- g. Validate the correct use of logical control features such as time-out password screens and password and logon administration;
- h. Physical security of the hosting location 24/7 and 365 day (monitored);
- i. Controlled access to facilities during business, including logged access by time and date; and
- j. Report access rights for State approval.

xix. Storage Management Services

- a. Maintain and implement database backup and restore processes and procedures to attempt to restore Servers following outages or corruption;
- b. Conduct routine backup and restore procedures so as not to adversely impact scheduled operations, including regular backups from disk to tape for the Servers during nightly backup windows;
- c. Assist the State in the restoration of files deleted or corrupted. The web hosting environment will provide daily incremental backup of all Servers with the ability to restore to the most recent backup; and
- d. Backup and restore Content.

xx. Reports

- a. Server Availability Reports
 - 1. Outage Summary Report
 - 2. Outage by Server Report
 - i. The start and end time of each outage;
 - ii. The duration of the outage;
 - iii. The IP address experiencing the outage;
 - iv. Reason for the outage, if known;
 - v. Description of the actions required to resolve the outage problem;
 - vi. Total time the Server was unavailable; and
 - vii. Name of the Contractors technical team member responsible for resolving the problem.

3. Performance and Capacity Reports - graphical summary report contains a line graph and a bar chart showing the percentage of Servers in which utilization of a particular resource (i.e., CPU, memory, disk space) was either red, yellow, or green.
4. Capacity Summary Report - contains a bar chart and a table showing the percentage of Servers in which utilization of a particular resource (i.e., CPU, memory, and disk space) was either red, yellow, or green as defined above. There is also a bar chart and table that show overall resource utilization. The report shows approximately 24 months of data.

xxi. Hardware

The Contractor will meet the following Standards:

- a. Connection: Minimum uptime: 99.9%.
- b. System availability: 24x7x365.
- c. An Uninterruptible Power Supply must protect all servers.
- d. All servers should have dual network cards for fail-over.
- e. All servers must be located in a security locked room accessible only by authorized personnel
- f. All outside connections must pass through an approved State of Michigan Firewall.
- g. All servers are protected by State of Michigan approved Anti-Virus software.
- h. All servers must pass a State of Michigan approved vulnerability scan, with remediation in 48 hours.
- i. All servers have their OS upgraded upon release with ample time allowed for bug fixes.
- j. The Contractors proposed solution must include the following environments:
 1. Development
 2. Testing
 3. Live Production

The Contractor may propose combining environments; however, the Live Production environment must be physically separate from the other environments.

Redundancy shall be designed into the system to handle failure situations and make system maintenance possible without experiencing downtime. Server redundancy is not required; however backup procedures minimize the chance of data loss in the event of a hardware failure. In the event of a prolonged outage due to hardware failure, other servers are available to temporarily run the application. Contractor may provide additional alternatives that will meet the redundancy requirement and will provide a cost savings to the State.

a. Holding & Site Security

Physical system security is paramount. All systems must be housed within a secured facility and kept within a secured cabinet or cage. The facility must track and control all access entering and exiting the building and server room, as well as having physical security systems and video surveillance.

- a. Location of Work Requirements - The work is to be performed, completed, and managed in (2) geographically separated level (3) secure data centers. The data centers must be located in different geographic regions of the United States e.g. California and Texas.
- b. Security and Confidentiality Requirements
 - 1. All sites must be secured from Internet, Intranet or On-Site intrusions or attacks.
 - 2. All equipment must be kept secure from On-Site intrusions or attacks.
 - 3. All data must be secured from Internet, Intranet or On-Site intrusions or attacks.
 - 4. All Internet based data transmission must be encrypted.

b. Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

The Contractor will provide a disaster recovery plan and include at minimum:

- i. The strategy to recover to a known state & resume after a site-loss disaster;
- ii. The ability to recover on-line transactions since the last backup in a non-site-loss disaster;
- iii. An annual demonstration of the ability to recover full functionality to another site; and
- iv. Off-site transport of system and database backups.

The Contractor must provide a document indicating the strategy to maintain system availability in the event of the loss of one or more system components.

- c. Security – In addition to abiding with the disaster recovery and back up process, the Contractor must abide to the security requirements for all the IT environments being hosted by the Contractor.

7) Service Specific Requirements

The service(s) must provide, but not be limited to, the following features as part of the offering:

MIHAN Requirements:

The MIHAN service must be able to provide access for 5000 or more registered members/users at any given time. The web-based service will also be accessed by state, regional, and local administrators. Once a participant is registered they will be assigned a unique user ID and password. User records will be associated with an organization and assigned roles according to their job function. The service must be able to accommodate multiple levels of access to site information and functions. The service must ensure that information is collected, assembled, maintained and utilized in a manner consistent with all federal, state and local laws governing security and confidentiality.

a. User Accounts and Access

The service will include participants from Michigan's state government departments, local health departments, hospitals, long term care facilities, rural, community and migrant health clinics, life support agencies, tribal health centers, border states, Canada and other organizations. Participants must then be organized by role so that the sender of information only needs to know the job function, not the name, of the individual they wish to alert. In addition, user accounts must contain location and professional organization-based information, including information related to the user's county and emergency management district as established by the Michigan State Police (MSP). The service must allow for members to utilize this information to search, sort and organize user accounts for alerting and reporting functions.

Each person who participates in the service must be able to specify multiple points of contact for informational alerts and emergency notifications. (I.E. work phone, cell phone, home phone, text pager and work email) Email and phone should be required methods of contact when the account is created. Current contact methods are phone, email, SMS, text message, pager, and fax. The service must have a feature that can be used to prompt users to update their contact information regularly. The service must be able to verify that a user has received and opened alerts, through any alerting method which allows for these capabilities, and record message status and confirmation for future analysis.

The service must be able to accommodate varying levels of user access to site information and functions. There are a minimum of three levels of access required corresponding to User, Messaging and Administrator access. The actual names of these levels are unimportant.

- i. The '**User**' level must limit access to viewing their user profile, to only receiving alerts, and to accessing any document library files assigned to their account, organization or role/s.
- ii. The '**Messaging**' level should add the ability to send alerts across the entire system, and to add files to the document library into folders which they have permission to access.
- iii. The '**Administrator**' level should further add the ability to view / modify user information on those user accounts which they manage, role assignments and user permission levels throughout the site. An additional capability, which is desired but not necessary, is to split the "Administrator" permissions into regional and county administrators, with access only over those users assigned to a specific region, and State administrators, with full control over the system.

User accounts must have associated strong passwords and security codes used for confirming a user's identity when this level of security is needed. The State's password policy and guidelines should be followed. In addition, all users must be presented with a user agreement created by the State, either when signing up for the service or each time a user logs into the service, which the user must accept in order to use the service.

b. Alerts

The primary function of the service is to allow users to generate and send messages to other site members based on the selection of a user's assigned role/s. Current contact methods include phone, email, SMS, text message, pager and fax. Because the service is meant for sending emergency response related information, it must be possible to rapidly push out messages through as many channels as possible. Users capable of sending alerts must be able to select either a sub-group of users, based on various criteria which must include user roles, or to select all users as recipients.

- i. The service must be able to send email alerts. These emails must be sent to the email addresses associated with each user. The service must be capable of rapidly sending a large number of email messages within a short period of time. Users must be able to confirm the receipt of these messages and the service must record that confirmation for later analysis and report generation. In addition, the service must also be capable of accepting files, either uploaded or from the document library, as attachments to email messages. The service should provide a report of email notifications that bounced back from the recipient for the purpose of administrative review.
- ii. The service must be able to place phone calls to the phone numbers associated with each user using a text to speech engine to generate the alerts. The service must be capable of rapidly sending a large number of calls within a short period of time with geographically diverse and failsafe data centers or calling services to ensure redundancy. The service is expected to read a predetermined introduction to the phone alert and then prompt for a security code. This code should be set by users when they first configure their account and is required before the service reads the content of any alert sent to recipients over the phone. Users must be able to confirm the receipt of these calls and the service must record that confirmation for later analysis.
- iii. The service must generate and store a real-time alerting report each time an alert is sent out. This report must include detailed information including the time sent, the alert's author, content, the users or roles sent to, a record of those users who have confirmed receipt, the percentage of confirmed alerts, and the method and time of each confirmation.

c. Document Library

It is required that the MIHAN can store emergency preparedness and response documents in a secure document library. The service must be capable of accepting all standard document and file types and of hosting thousands of such files with a minimum total storage limit of 10GB. Finally, the service must be capable of organizing these files and documents into useful groupings for ease of access.

Users must be allowed to view and download these documents based on permission levels set by the administrators as assigned to user accounts or roles. Users with Standard level access will be able to upload new documents while Administrators must be able to manage these files and folders and to set permission rights for viewing documents based on settings tied to a user or to a role. This allows administrators to limit the viewing of folder and documents based on a user or role. File and folder management capabilities should also include the creation and deletion of folders, the addition or deletion of files, and the ability to run reports against the document library.

d. Administrative Tools

The service must contain a set of administrative and reporting tools. These tools must include these capabilities:

- i. Management of Portal Content and Settings: Allow the BETP administrators to configure values for selection lists, various page and function default settings, alert communications settings such as first contact method used and number of contact attempts, and various other system settings as needed.

- ii. Management of User Information: Allow the BETP administrators to access user profile information, to reset passwords and security codes, and to perform other maintenance functions.
- iii. Management of Roles and Groups: Allow BETP administrators to review and update user permission levels, group permission levels, and role assignments.
- iv. Management of Reminders: Allow the BETP administrators to configure settings dealing with profile and password expiration reminders.
- v. User Reporting: Generate various reports on user information including total users, user names, contact methods, associated organization, user levels, expired account information, last log-in, and assigned site permissions / access levels by BETP staff.
- vi. Role and Group Reporting: Generate various reports on role and group information including user site level assignments, user role and group assignments, users not assigned to roles or groups, and role and group-based site permissions by BETP staff.
- vii. Alert Reporting: Generate various reports on alerts sent including the number and details of alerts sent within a given time period, user and group confirmation levels, and the level of users who did not confirm an alert within a given time period by BETP staff.
- viii. Document Library Reporting: Generate various reports on the content of the document library including a list of materials, total and specific file sizes, document age, assigned document permissions, and documents by folder structure (if any) by BETP staff.
- ix. Ticket Tracking System and Reporting: The Contractor should maintain a ticket system (or provide a detailed report) for BETP administrators that tracks open and closed software bugs, service outages or interruptions, along with feature and technical support requests. It should include elements like current status, detailed background information, progress and expected time of resolution.
- x. Quality Assurance Reporting: BETP staff should be able to generate and export reports to assist in managing data quality. Reports should include queries that will generate spreadsheets listing users who have never logged, users who have not logged in to the service for over a selected time period, users who need role assignments, and users who don't acknowledge messages when alerted.

Volunteer Registry Requirements

The service must be able to accommodate over 9,000 user records from state and local government employees, medical professionals, volunteer organizations, and state citizens. The Registry service must be compliant with the federal ESAR-VHP standards, including the ESAR-VHP Interim Technical and Policy Guidelines, Standards and Definitions (Guidelines) and the ESAR-VHP Compliance Requirements for a volunteer registration system. The service must ensure that information is collected, assembled, maintained and utilized in a manner consistent with all federal, state and local laws governing security and confidentiality.

The ESAR-VHP Compliance Requirements identify capabilities and procedures that State ESAR-VHP programs must have in place to ensure effective management and inter-jurisdictional movement of volunteer health personnel in emergencies. Each state must meet and maintain all of the Compliance Requirements. There are specific credentials and

qualifications that the State must collect through the Registry for each of the (20) ESAR-VHP identified healthcare professional occupations. There are specific verification requirements that the State must adhere to when assigning a volunteer to one of the credential levels identified in the ESAR-VHP Guidelines.

The Registry service must be able to:

- i. Identify volunteers willing to participate in a federally coordinated emergency response
- ii. The service must track additional information as needed such as identifying information, affiliations, skills and certifications, training, capabilities, medical status, etc.
- iii. Register and collect the credentials and qualifications of health professionals and verify those credentials with the issuing entity or appropriate authority as identified in the ESAR-VHP Guidelines
- iv. Recertify some or all credentials upon request, automatically on a daily basis, and before a volunteer activation
- v. Assign volunteers to all ESAR-VHP credential levels based on their credentials and any qualifications collected and verified through the issuing entity or other appropriate authority
- vi. Record all associated health profession related emergency preparedness affiliations for each volunteer including those with any local, state and federal government entities
- vii. At a minimum identify, collect and verify the credentials and qualifications of the following health professional occupations
 - Physicians (Allopathic and Osteopathic)
 - Registered Nurses
 - Advanced Practice Registered Nurses (APRNs) including Nurse Practitioners, Certified Nurse Anesthetists, Certified Nurse Midwives, and Clinical Nurse Specialists
 - Pharmacists
 - Psychologists
 - Clinical Social Workers
 - Mental Health Counselors
 - Radiologic Technologists and Technicians
 - Respiratory Therapists
 - Medical and Clinical Laboratory Technologists
 - Medical and Clinical Laboratory Technicians
 - Licensed Practical Nurses and Licensed Vocational Nurses
 - Dentists
 - Marriage and Family Therapists
 - Physician Assistants

- Veterinarians
 - Cardiovascular Technologists and Technicians
 - Diagnostic Medical Sonographers
 - Emergency Medical Technicians and Paramedics
 - Medical Records and Health Information Technicians
- viii. Be able to add additional professions to the list above as they are added in future versions of the ESAR-VHP Guidelines or at the request of BETP
- ix. Identify and sort volunteers through queries of variables as defined by a requestor, and according to ESAR-VHP requirements, within a prescribed time frame
- x. The service must have the ability to provide complex sorting of volunteer accounts based on the query of associated data elements, which may be utilized for the creation of customized reports
- xi. Be able to expedite registration and credential verification processes for increased functionality immediately after a disaster or public health emergency to facilitate the health response.
- e. User Accounts and Access

The Registry service must be able to take registration requests from a wide range of both specialized healthcare related volunteers and citizen volunteers. It must be capable of sorting volunteers into predefined groups. It must be capable of allowing BETP staff to inspect registration requests, verify any necessary volunteer credentials, and to allow for accepting or denying those requests. The service must be capable of performing automated Michigan licensure verification, verification with other various state and national data sources, as well as directly with hospital administrators. It must be capable of allowing state, regional and local administrators to sort volunteers based on a number of criteria including skill set. It must be able to allow administrators to send volunteers notifications to activate volunteers, and to ensure their effective deployment during emergencies.

The service needs to be able to accommodate over 9,000 user records from state and local government employees, medical professionals, volunteer organizations, and State citizens. The service must be able to then sort these participants into site permission levels, organizations, units, medical and non-medical professional occupations, geography, as well as by other data points that are collected.

User accounts must be associated with various items of information on each user including identity, photo, contact information, employer information, professional and personal affiliations, occupations, medical licenses, criminal background information, certifications, skills, trainings, deployment information, availability, medical limitations, deployment information, credential verification status, and whether the user has been accepted into a volunteer organization/unit based upon the information provided.

Users must be able to submit an application to be a volunteer for one or more organizations and/or units including but not limited to County Affiliation and Statewide Team Affiliation such as Regional Emergency Preparedness Affiliation, Medical Reserve Corps (MRC) and Citizen Corps Programs, Michigan Mortuary Response Team (MIMORT), Michigan State Animal Response Team (MISART), and more. These registrations must be tracked and presented to site administrators for

background credentialing and acceptance or rejection. Users must then be notified of their acceptance status for each organization or unit applied to.

The service must accommodate administrative accounts for the following users: BETP administrators, local administrators, regional administrators, hospital administrators, and volunteers. Volunteers must be able to create and update personal profile information, view mission information when assigned, view information (as appropriate) in the document library and have the ability to view messages and updates. Local and regional administrators must have the ability to create missions, notifications, and review pending/accepted/rejected/researching/inactive responders within their respective organization(s) or unit(s). System administrators must have complete and overall system access. Administrator access must include various levels for credentialing according to BETP and ESAR-VHP requirements (i.e., hospital employment or privileges). Further, hospital administrators must specifically be able to locate volunteers affiliated with their facility (only) and verify their credential status as a success or failure.

Each person who participates in the service must be able to specify a primary email for informational alerts and activation notifications. However, the system must also collect and be able to communicate via email, fax, SMS/text, phone, pager, and TTD/TTY.

User accounts must have associated strong passwords and security codes used for confirming a user's identity when accessing those specific functions of the service which require these levels of security. The State's password policy and guidelines must be followed. The service must prompt users to change their passwords regularly. In addition, all users must be presented with a State drafted Terms of Service and Privacy Policy, Information Pledge, either when initially registering, as well as when changing password. A Contact Us feature must be available to assist with technical assistance and customer service requests.

f. Volunteer Credentialing

The Registry service must accommodate registration of volunteers into one or more organizations/units, and must collect information from each user as identified under Section 2.

The service is required to integrate with certain state, national, and federal data sources to verify volunteer's medical credential information. Sources include, but are not limited to: hospitals, Michigan Department of Licensing and Regulatory Affairs (LARA) License 2000 (L2K) system, Accela licensing database, Image Trend License Management System, American Board of Medical Specialties (ABMS), American Osteopathic Association (AOA), Drug Enforcement Administration (DEA), Office of Inspector General (OIG), Federation of State Medical Boards (FSMB), and others. For those sources that are not able to have an electronic verification interface, the system must allow for manual verification. In addition, the system must accommodate criminal background information, which will be updated manually. Credential verification outcomes will be able to be viewed and edited (as necessary) by particular administrators.

g. Volunteer Alerting and Activation

The primary function of the service is to register, verify, track and notify volunteers for activation. The service must be able to associate contact information with each user's account and to allow administrators to use that information to send general messages to users and activation alerts to accepted volunteers. Because activation alerts may

be sent as a response to emergency situations a variety of communication methods are required. In addition, the service must also be capable of accepting files, either uploaded or from the document library, as attachments to email messages.

When sending messages or activation alerts administrators must be able to filter and sort user accounts in a variety of ways including information contained from the users' profile. Filtered accounts must then be presented to an administrator for sorting and selection.

Messages and alerts should include a title and message to be sent. Services that allow for scheduled, formatted messaging with response options and the ability to create and save templates will be rated higher. The service should also make a record of all messages sent including information on the sender, the time sent, the content and the recipients. These records should be available for later analysis.

h. Mission Tracking

The service must be able to track and report on mission activations, assigning each at minimum a title, description, and status. The service must be able to track and report on volunteers' status for specific missions from pre-deployment through demobilization; linked to Volunteer Badging. Each mission must be able to be assigned to a status including at least three (3) stages: active, closed, and archived.

i. Volunteer Badging

The service must include, or have access to, a module for the creation, management, and printing of volunteer badges. The cost of this module must be included in the total bid. This module must allow administrators to create badges for a subset or all of the accepted volunteers both before activation and on site during activation. The service must allow for the inclusion of barcode elements and photos on the badge. The service must allow for the creation of a file or files containing the content necessary for the printing of the selected badges utilizing standard computers (Windows, Mac or Linux based), common software (i.e. Microsoft Word, Libre Office Writer, Adobe Reader, Internet Explorer, MS Paint, etc.).

j. Document Library

The service must support a document library capable of storing documents and files which may be accessed by users and BETP staff. The service must be capable of accepting all standard document and file types and of hosting thousands of such files. The service must be capable of organizing these files and documents into useful groupings for ease of access. Users must be allowed to view and download these documents based on permission levels assigned by administrators.

The document library should accommodate most common document and file types. The minimum storage limit should be at least 10GB and a maximum document library size of 30GB. It is desirable to have the capacity for storing files up to 150MB in size.

Site members should be presented with those files which their account type, organization, or unit has been granted access to view. Administrators should be presented with all files and folders accessible to their assigned organization or unit and should be able to manage those files and folders. Administrators should have full access to view and manage all file and folders. File and folder management capabilities should include setting user and organization/unit level permissions, the creation and deletion of folders, the addition or deletion of files, and the ability to run reports against the document library.

k. Administrative Tools

The service must contain a set of administrative and reporting tools. These tools must include these capabilities:

- i. *Management of Portal Content and Settings*: Allow the BETP administrators to configure values for selection lists, various page and function default settings, communications settings such as first contact method used and number of contact attempts, along with various other system settings as needed.
- ii. *Management of User Information*: Allow the administrators to access user profile information, to reset passwords and security codes, set accepted/rejected status, and to perform other maintenance functions.
- iii. *Management of User Groups*: Allow administrators to review and update user permission levels and organization assignments.
- iv. *Management of System Notifications*: Allow the administrators to configure settings dealing with automated profile and password expiration reminders, as well as approval and/or rejection status.
- v. *Management of Volunteer Missions*: Allow the administrators to establish and assign status (pending, active, and closed) to volunteer activations, to assign volunteers to these activations, and to track and move volunteers between missions.
- vi. *Management of the Badging Module*: Allow for the customization and control of the elements printed to the badges by BETP staff including, but not limited to name, photo, graphic, incident, expiration, access level, responder type (medical, non-medical), responder organization/group, and any other useful information associated with user accounts or with an activation.
- vii. *User Reporting*: Generate various reports on user information by BETP staff including ad hoc reports, total users, user names, contact methods, medical responder status, certification status, associated specialties and other information, agreement to federal activation, user permission levels, expired account information, and assigned site permissions.
- viii. *User Group Reporting*: Generate various reports on responder type and group information including medical responder grouping, user group assignments, users not assigned to a group, accepted/rejected users, and group-based site permissions by BETP staff.
- ix. *Alert Reporting*: Generate various reports on alerts sent including the number and details of alerts sent within a given time period, and user and group recipients by BETP staff.
- x. *Volunteer Mission Reporting*: Generate various reports on activations including activations between specific periods of time, activations by status, and volunteers assigned to activations by BETP staff.
- xi. *Document Library Reporting*: Generate various reports on the content of the document library including a list of materials, total and specific file sizes, document age, assigned document permissions, and documents by folder structure (if any) by BETP staff.
- xii. *Badge Reporting*: Generate various reports on the badging module including badges printed, expired badges, active badges per volunteer, and other relevant information by BETP staff.

- xiii. *Ticket Tracking System and Reporting:* The Contractor should maintain a ticket system (or provide a detailed report) for BETP administrators that tracks open and closed software bugs, service outages or interruptions, along with feature and technical support requests. It should include elements like current status, detailed background information, progress and expected time of resolution.
- xiv. *Quality Assurance Reporting:* BETP staff should be able to generate and export reports to assist in managing data quality in the service. Reports should include queries that will generate spreadsheets listing users who have never logged, users who have not logged in to the service for over a selected time period, users who need role assignments, and users who don't acknowledge messages when alerted.

Bed / Resource Tracking System Requirements

This service must provide, but not be limited to, the following features as part of the offering. The system should:

- i. Support web-based access and mobile smartphone access for both iOS and Android operating systems with an optional mobile device app
- ii. Be able to accommodate varying levels of user access to site information and functions
- iii. Support varying levels of distributed administration allowing for user account management and the ability to grant additional user rights or permissions and update system settings
- iv. Provide a GIS (map) view feature to identify healthcare service agencies within a region
- v. Allow users to construct and update flexible event groupings and data elements during an exercise and actual incident for local, regional and statewide incidents or disasters
- vi. Allow users to search historical data on previous events and incidents using any of the data elements
- vii. Support ad-hoc exportable electronic reports including all data elements
- viii. Support the creation of electronic forms and/or surveys for end users to complete and submit
- ix. Support the creation of bed/resource tracking incidents private and/or public for end users to update
- x. Should be compatible with Emergency Data Exchange Language (EDXL) and/or related national standards.

Electronic Patient Tracking System Requirements

This service must provide, but not be limited to, the following features as part of the offering. The system should:

- i. Support web-based access and mobile smartphone access for both iOS and Android operating systems with an optional mobile device app
- ii. Have the ability to create custom predefined incident and objective/task templates
- iii. Accommodate the use of barcoded wrist band and/or triage tags with data elements like: ID number, categories (color-coding), chief complaint categories and demographics

- iv. Provide GIS mapping or latitude and longitudinal identifiers that interact to establish address locations
- v. Be able to accommodate varying levels of user access to site information and functions
- vi. Support varying levels of distributed administration allowing for user account management and the ability to grant additional user rights or permissions and update system settings
- vii. Allow view, search, organize and update patients by incident and/or location including pre-defined destinations with the ability to easily view location, status and 'last updated by' (audit trail) as they move through the continuum of care using barcode scanners or manual entry
- viii. Provide an incident summary page (dashboard) with information about the scene, patient count/status, en route and a regional hospital summary
- ix. Allow searchable historical data on previous events and incidents using any of the data elements with the ability to create ad-hoc exportable electronic reports
- x. Provide Incident Command management of regional patient tracking incidents
- xi. Perform electronic patient tracking capabilities for adding patient manually or scanning bar codes, transport patient to another facility, receive patient from another facility, discharge patient from tracking and edit patient detail records
- xii. Allow users to filter or sort data using elements such as location, triage tag, demographics and time in the application
- xiii. Allow EMS personnel to receive notification and confirmation when hospital end users confirm a patient is arriving to the hospital and generate reports related to the notification and confirmations performed by hospital end users
- xiv. Support the ability for hospital end-users to select multiple selections with data elements
- xv. such as 1) confirmed, 2) divert, 3) other.
- xvi. Should allow hospital end users to provide comments to their notification and confirmation

Hospital Incident Management System Requirements

This service must provide, but not be limited to, the following features as part of the offering. The system should:

- i. Support web-based access and mobile smartphone access for both iOS and Android operating systems with an optional mobile device app
- ii. Be able to accommodate varying levels of user access to site information and functions.
- iii. Support varying levels of distributed administration allowing for user account management and the ability to grant additional user rights or permissions and update system settings
- iv. Allow searchable historical data on previous events and incidents using any of the data elements
- v. Provide the creation of ad-hoc exportable electronic reports in a formal like CSV

- vi. Have the ability to assign, activate/deactivate and add or remove incident command positions
- vii. Allow the creation and management of incidents for the purpose of training, exercise or actual events, while accommodating the ability to organize them by facility or geographically
- viii. Provide a current incident / event summary banner (dashboard) for quick reference of changes and status
- ix. Allow for the creation and customization of Incident Response Guides (templates) by incident type and support custom data fields
- x. Provide a collaborative document tool for information sharing that allows for documents to be organized by incident and/or ICS position, including version history with the ability to subscribe for notification of changes
- xi. Provide a user-friendly work flow tool that allows for management of objectives and/or tasks, including data elements like: assigned position, description, priorities, status and audit trail
- xii. Provide a user contact information entry tool sortable and/or searchable by facility / organization that includes name, email, phone and availability indicator
- xiii. Provide an integrated tool that can send messages via email and phone for incident activation, status updates and deactivation to those listed in the contact information database
- xiv. Provide an audit trail of changes using an event log and task completion tracking
- xv. Include critical data elements that can be shared between electronic incident command system and bed/resource tracking product
- xvi. Provide status update, improvement plan and recovery reporting tools for current and post exercise or post incident after action reporting
- xvii. Include integration with GIS mapping
- xviii. Meet Hospital Incident Command System (HICS) HICS IV / 2014 and hospital accreditation standards.

I. Capabilities for Alteration and Update

These deliverables are not all inclusive. The service(s) must have the capability to be updated or enhanced in order to meet new federal and/or state requirements. These new requirements will be identified through individual statements of work and will be issued as a contract amendment, as needed.

8) Future Initiatives

Future initiatives must be dependent upon mutually agreed statement(s) of work between the Contractor and the State of Michigan. Once agreed to, the Contractor must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this Contract.

Software

The State reserves the right to purchase additional software licenses/modules to support the State's BETP Service Software operations throughout the term of this contract.

Services

The State reserves the right to purchase technical services to support the State's BETP Service Software operations throughout the term of the Contract on an as-needed basis.

Each Statement(s) of Work will include:

- a. Background
- b. Project Objective
- c. Scope of Work
- d. Deliverables
- e. Acceptance Criteria
- f. Project Control and Reports
- g. Specific Department Standards
- h. Cost/Rate
- i. Payment Schedule
- j. Project Contacts
- k. Agency Responsibilities
- l. Location of Where the Work is to be performed
- m. Expected Contractor Work Hours and Conditions

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

The Contractor will identify all staff assigned to perform the terms and conditions of the Statement of Work. The Contractor will include the names, titles, and roles of assigned staff. In addition, the Contractor will identify where the assigned staff will be located and provide contact information including phone numbers.

In the event of a contract expiration, termination and/or transition away from the Contractor hosted service(s), the Contractor will provide a Project Manager to work closely with the designated personnel from BETP to ensure a smooth transition to the new Vendor's service upon a mutually agreed upon separate Statement of Work for such transition services. The Project Manager will coordinate all the activities of the Contractor personnel assigned to the project and create all reports required by the State or Vendor as part of the transition. The Contractor's Project Manager responsibilities will include, at a minimum:

- 1) Manage all defined Contractor responsibilities within the Scope of Work and Deliverables above.
- 2) Review all project deliverables and provide feedback.
- 3) Develop a transition plan and schedule for the transition, and update both as needed.

- 4) Prepare project documents and materials as needed and provide to BETP.
- 5) Utilize any appropriate change control procedures for alterations to the project.
- 6) Serve as the oversight for all transition and migration issues.
- 7) Report project status and give feedback to BETP.
- 8) Manage and report on the project's budget.
- 9) Escalate project risks, issues, and other concerns to BETP.
- 10) Proactively propose/suggest options and alternatives for consideration.

Coordinate and oversee the day-to-day activities

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

Upon receipt of written notice from the State, Contractor will review and respond to all requests by the State to remove and reassign Contractor personnel from the Project that the State considers unsatisfactory.

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of the services set forth in this Statement of Work and relationships of this staff to other programs or functions of the Contractor. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

Single Point of Contact (SPOC)

The Contractor will identify a SPOC. The duties of the SPOC shall include, but not be limited to:

- 1) supporting the management of the Contract,
- 2) facilitating dispute resolution, and
- 3) advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State. Upon receipt of written notice from the State, Contractor will review and respond to such request by the State to remove and reassign the assigned SPOC.

B. On Site Work Requirements

- 1) Location of Work: The work is to be performed, completed, and managed at the Contractor's location(s) or the hosted/data center providers that Contractor utilizes.
- 2) Hours of Operation:
 - a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.

- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify its work hours in the best interest of the project.
 - c. The Contractor's "Standard Business Hours" are Monday through Friday, 8:00 am to 6:00 pm Eastern Time (excluding holidays recognized by Contractor).
 - d. The State does not compensate for holiday pay.
- 3) Travel:
- a. No travel or expenses will be reimbursed, unless formally agreed upon by the State in advanced. This includes travel costs related to training provided to the State by Contractor.
 - b. The State is not responsible for providing the use of vehicles for the Contractor.
 - c. The State is not responsible for providing housing accommodations to the Contractor.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State project team will consist of Michigan Department of Technology, Management & Budget (DTMB) and Agency project managers:

State Service Manager

DTMB and MDHHS will provide a Service Manager who will be responsible for overseeing all services performed under the Contract and coordinating with the Contractor. The State's Service Managers will provide the following services:

- A. Supporting the management of the Contract.
- B. Resolve project issues in a timely manner
- C. Review project plan, status, and issues
- D. Resolve deviations from project plan
- E. Provide acceptance sign-off Utilize change control procedures
- F. Ensure timely availability of State resources
- G. Make key implementation decisions, as identified by the Contractor's project manager, within 48hours of their expected decision date.
- H. Provide State facilities, as needed
- I. Coordinate the State resources necessary for the project
- J. Facilitate coordination between various external Contractors
- K. Facilitate communication between different State departments/divisions
- L. Provide acceptance and sign-off of deliverable/milestone
- M. Review and sign-off of timesheets and invoices
- N. Resolve project issues
- O. Escalate outstanding/high priority issues
- P. Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements

- Q. Document and archive all important project decisions
- R. Arrange, schedule and facilitate State staff attendance at all project meetings.
- S. Escalate outstanding/high priority issues
- T. Utilize change control procedures
- U. Conduct regular and ongoing review of the program to confirm that it meets original objectives and requirements
- V. Document and archive all important program decisions
- W. Facilitate communication with State project and operational staff.

State Service Manager Name	Agency/Division	Title
Craig Henry Jones	MDHHS BETP	Systems Specialist

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Performance Review Meetings

The State may require the Contractor to attend meetings as needed, to review the Contractor's performance of the Services in this Statement of Work. The meetings will be held in Lansing, Michigan or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Program Control

- A. The Contractor will carry out this program under the direction and control of DTMB. The DTMB project manager will review progress reports and will review and approve payments.
- B. The Contractor will manage projects in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
 - 1) Contractor will use an automated tool for planning, monitoring, and tracking the performance of the Services, progress and the level of effort of any Contractor personnel spent performing services set forth in this Statement of Work. The tool shall have the capability to produce:
 - a. Staffing tables with names of personnel assigned to Statement of Work tasks.
 - b. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) calendar days, updated semi-monthly).
 - c. Updates must include actual time spent on each task and a revised estimate to complete.
 - d. Graphs showing critical events, dependencies and decision points during the course of the Services.

- 2) Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State reasonable standards, as provided to Contractor in advance.
- C. The DTMB project manager shall have contact as needed with individual Contractor employees for the purpose of reviewing progress and providing necessary guidance in solving problems which arise. The objective of this step is to ensure that the DTMB project manager is promptly informed of issues and risks that confront the Contractor employees throughout the performance of the Services and the Term of this Statement of Work.
- D. All project assignments and tasks will be undertaken only upon the prior written authorization of the DTMB project manager. The written authorization will include a definition of tasks, deliverables, estimated hours, fixed unit price per hour for each personnel classification, extended price for each personnel classification, maximum price for the authorization, and authorization expiration date. Hours authorized for each task may not be exceeded without a change order issued by the DTMB project manager. If the Contractor employees identify tasks that they anticipate may exceed the estimated amounts, they should notify the DTMB project manager so that any work stoppage may be avoided.

1.302 REPORTS

Reporting formats must be submitted to the State's Project Manager for approval within 10 business days after the execution of the Contract for this Statement of Work. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the performance of the Services hereunder. At minimum the status reports shall include:

- A. Dates of the week covered (daily breakdown by project)
- B. Contractor name
- C. DTMB manager name
- D. Contract name
- E. P.O. number
- F. For each project on which the resource worked during the week:
 - 1) Project name
 - 2) Work authorization number
 - 3) Number of hours worked on the project for each business day of the week
 - 4) Total number of hours worked on the project during the week
- G. Total number of hours being billed for the week
- H.

The status report will include the following items for which the resource has worked:

- A. Project name
- B. Milestones/deliverables completed
- C. Tasks accomplished
- D. Next steps
- E. Potential issues/risks

1.400 Project Plan

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Statement of Work. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with e-mail notifications and updates. The issue log must be updated and must contain the following minimum elements:

- A. Description of issue.
- B. Issue identification date.
- C. Responsibility for resolving issue.
- D. Priority for issue resolution (to be mutually agreed upon by the State and the Contractor).
- E. Resources assigned responsibility for resolution.
- F. Resolution date.
- G. Resolution description.

Once the Contractor or the State has identified an issue, the Contractor shall follow these steps:

- A. Immediately communicate the issue in writing to the State's Project Manager
- B. The Contractor will log the issue into an issue tracking system.
- C. Identify what needs to be done and resources needed to correct the issue.
- D. Receive approval from the State's Project Manager for appropriate action.
- E. Keep State's Project Manager and appropriate parties informed on status of issue based on frequency established by the State's Project Manager.
- F. At least monthly provide a listing of all issues with their current status, deadlines to correct and actual dates of completion that have occurred to the State's Project Manager.

Issues shall be escalated for resolution from level 1 through level 2, as defined below:

Level 1 – Project Manager

Level 2 – Contract Compliance Inspector

1.402 TRANSITION ASSISTANCE

In the event the parties have mutually agreed in writing for the performance of transition services by the Contractor upon expiration of the Term of the Contract and/or this Statement of Work, the parties will work together as follows in the performance of such transition services:

A. General Alteration or Transition for Services:

- 1) Confidential information housed within the service(s) must be accessed, controlled and managed only by authorized BETP staff who are responsible for the data or, if required, by an additional limited group of Contractor employees who have been vetted by BETP, agreed to the confidentiality terms set forth in the Contract or written agreements with Contractor no less strict than those set forth in the Contract, and been granted access to the data by BETP. BETP staff will require advanced views of this data and tools for access to and for the analysis and manipulation of the data.

- 2) The Contractor must work to keep the service(s) compliant with any related federal standards. The Contractor must work with BETP, at no additional cost, when asked to assist in the federal certification of the service(s) to prove compliance.
- 3) In the event of a transition away from the current Contractor hosted service(s), the Contractor must provide a one-time transfer of the existing required graphics, language, database elements, and data into the new, alternate service(s). This data should include but is not limited to: user information, contact phone numbers and type, administrator identifiers, access levels, roles (job functions), administrative roles, organizations, member affiliations, training, skills and certifications, professional credentials (i.e., ECLs, status', verifications), and background vetting. The Contractor will be required to work with BETP, to extract the current information (data) in a format that is compatible with its destination and assist in the migration of the aforementioned information into the new service(s). Part of the transition process must include data validation and testing for successful extraction and migration along with an acceptance sign-off by BETP.
- 4) The Contractor must provide data migration assistance for the transition of these service(s), as needed and at no additional cost, until the service(s) are successfully transitioned.
- 5) Any data migration or changes for the old services to the new designated service(s) must not adversely interfere with the function of a current, live production system. During a service transition, the Contractor must work with the new Vendor who will provide a test environment to the BETP for reviewing migrated data for the service(s). The Contractor will assist in troubleshooting and resolving source-data issues to ensure a complete and accurate data migration.
- 6) The Contractor must have technical staff available for conference calls between the new Vendor and BETP to resolve migration or alteration issues.

B. Transition Plan Management

Within thirty (30) days of expiration, completion, or termination of this contract, the Contractor is required to present a transition plan. The plan should identify methods, tools and processes which will be used to oversee the transition, to address any issues or changes as they may arise, and to keep the appropriate parties apprised of progress.

- 1) Performance Review Meetings
 - a. The State will require the Contractor to attend meetings as often as needed to review the Contractor's performance under the Statement of Work.
 - b. The meetings will be held either in Lansing, Michigan or by teleconference as mutually agreed upon between the State and Contractor.
 - c. The State shall bear no cost for the time, travel, or expenses of the Statement of Work in attendance of these meetings.
- 2) Transition Plan Control
 - a. The Contractor will carry out this transition under the direction and control of DHHS/BETP.
 - i. The Contractor will use a tool, for monitoring and tracking the transition progress and the work of any Contractor personnel spent performing services under the Statement of Work.
 - ii. Contractor shall use automated project management tools, as necessary in order to perform the cited services throughout the transition, which shall include the capability to produce:

- Staffing tables (charts) with the names of personnel assigned to Statement of Work tasks.
- Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all services to be performed within the next sixty (60) calendar days) with updates made semi-monthly.
- Updates must include actual time spent on each task and a revised estimated time to completion.
- Graphs or diagrams showing critical events, dependencies and decision points during the course of the Statement of Work.
- Any tool(s) used by the Contractor for such purposes must produce information of a type and format, and produced in such a manner, which will support reporting requirements in compliance with the State's standards to the extent that such standards are described with reasonable detail in the Statement of Work or elsewhere in this Statement of Work.

3) Reports

Reporting formats must be submitted to the State's Service Manager for approval within 15 business days after the execution of the Statement of Work. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the Statement of Work. Changes to reporting formats may be requested by the State or BETP and will follow the standard guidelines for changes to the project(s).

1.403 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the Project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days the full execution of the Contract this Statement of Work is to. The risk management plan will be developed during the initial planning phase of the project and be in accordance with the State PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of this Statement of Work. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

1.404 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of this Statement of Work.

If a proposed Statement of Work change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Procurement Buyer, who will make recommendations to the Director of DTMB-Procurement regarding ultimate approval/disapproval of change request. If the DTMB Procurement Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the DTMB-Procurement Buyer will issue an addendum to this Statement of Work, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB-Procurement risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

1.500 Acceptance

1.501 CRITERIA

The following criteria will be used by the State of Michigan to determine acceptance of the services provided under this Statement of Work:

A. Implementation:

- 1) Implementation or continuation of a secure web-based service.
- 2) Consultation with State of Michigan personnel who will be working with the services vendor to transfer information to and from existing databases and including interfaces and data conversion.
- 3) All training manuals, plans and other documentation provided.

B. Services:

- 1) HAN Program Service Requirements.
- 2) ESAR-VHP Service Requirements.
- 3) Bed / Resource Tracking Service Requirements.
- 4) Electronic Patient Tracking Service Requirements.
- 5) Hospital Incident Management Service Requirements.

C. Other Services:

The service must have the capability to be enhanced to meet new federal or state requirements. The new requirements will be identified through individual Statements of Work or change request and will be issued as needed as a Contract amendment.

- 1) The services will be accepted in accordance with the requirements of this Statement of Work.
- 2) State will review maintenance requests within a mutually agreed upon timeframe from.
 - a. Approvals will be written and signed by State Project Managers.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit a revised Maintenance Request for Approval of Services within 10 days.

- 3) The Contractor will maintain the tools and connectivity installed, in compliance with DTMB standards, to properly support and monitor the application.
- 4) State will review a Request for Approval of Services within a mutually agreed upon timeframe from completion or implementation.
 - a. Approvals will be written and signed by State Project Managers.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit a Request for Approval of Services for approval within 30 days of receipt.
- 5) State will review migrated and configured data within a mutually agreed upon timeframe from completion.
 - a. Approvals will be written and signed by State Project Managers.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit a request for approval within 30 days of receipt.
- 6) The Contractor has the tools and connectivity installed, in compliance with DTMB standards, to properly support and monitor the application.
- 7) Specific acceptance criteria for software enhancements will be included in each Statement of Work.
- 8) The following criteria apply to software enhancement deliverables:
 - a. Beta software is not accepted as final deliverable.
 - b. DTMB will review the software enhancements for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery and operation. Approvals will be written and signed by Agency/DTMB Project Manager as identified in applicable statement of work. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit software for approval.
 - c. Software enhancements are installed and configured in appropriate environment (e.g. development, test, pre-live, live). Contingency plans and de-installation procedures and software are provided by Contractor and approved by the Agency/DTMB Project Managers as identified in applicable statement of work.
 - d. Contractor will successfully test software enhancements in the development environment before moving the enhancement to the test and pre-live environments for final software testing by Agency/DTMB. Approvals will be written and signed by Agency/DTMB Project Managers.
 - e. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval. Only after successful State testing in the test and pre-live area will the enhancement be implemented in the production environment. This implementation should occur at an agreed upon time during non-business hours, such as late evenings or weekends.

1.600 Contract Pricing, Term and Taxes

1.601 CONTRACT PRICING

Contractor shall charge annually for all services and fees. Pricing shown below is all-inclusive and contains a fixed cost for all usage fees (including domain registrations, certificate costs, telephone charges, etc.):

Software Support – 5 Base Contract Years								
Product Code	Item Description	Qty	Unit Price	Ext. Price Year 1	Ext. Price Year 2	Ext. Price Year 3	Ext. Price Year 4	Ext. Price Year 5
SWMA-ASP-HAN	CORES Health Alert Network (HAN) Maintenance Strategic multi-product discount applied Additional 17% discount applied	1	\$148,769.03	\$148,769.03	\$148,769.03	\$148,769.03	\$148,769.03	\$148,769.03
SVMA-ASP-RMS	CORES RMS License Maintenance Strategic multi-product discount applied	1	\$49,375.30	\$49,375.30	\$49,375.30	\$49,375.30	\$49,375.30	\$49,375.30
SW-SaaS-EMR-ST	EMResource Communications & Resource Management System SaaS Strategic multi-product discount applied	1	\$226,774.16	\$226,774.16	\$226,774.16	\$226,774.16	\$226,774.16	\$226,774.16
SW-SaaS-EMT-ST	EMTrack Multi-functional Tracking SaaS Strategic multi-product discount applied	1	\$204,427.50	\$204,427.50	\$204,427.50	\$204,427.50	\$204,427.50	\$204,427.50
SW-SaaS-eICS-ST	eICS SaaS Region/ Statewide Subscription Strategic multi product discount applied	1	\$113,372.07	\$113,372.07	\$113,372.07	\$113,372.07	\$113,372.07	\$113,372.07
SW-SaaS-eICS-Telcom	eICS Telecommunications Phone Minutes (Billed at actual Usage).	1	\$0.10	TBD	TBD	TBD	TBD	TBD
SW-SaaS-ANS-EMN-SMS	CORES SMS Messages (Billed at actual Usage)	1	\$0.08	TBD	TBD	TBD	TBD	TBD
SW-SaaS-ANS-EMN-SMS	CORES SMS Messages 25,000 SMS at No Charge for CORES HAN	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SW-SaaS-ANS-EMN-Telecom	CORES Telephone Minutes (Billed at actual Usage)	1	\$0.10	TBD	TBD	TBD	TBD	TBD
SW-SaaS-ANS-EMN-Fax	CORES FAX Transactions (Billed at actual Usage)	1	\$0.25	TBD	TBD	TBD	TBD	TBD
Sub-Totals				\$742,688.06	\$742,688.06	\$742,688.06	\$742,688.06	\$742,688.06

Software Support – 5 Additional Option Years								
Product Code	Item Description	Qty	Unit Price	Ext. Price Year 1	Ext. Price Year 2	Ext. Price Year 3	Ext. Price Year 4	Ext. Price Year 5
SWMA-ASP-HAN	CORES Health Alert Network (HAN) Maintenance Strategic multi-product discount applied Additional 17% discount applied	1	\$148,769.03	\$148,769.03	\$148,769.03	\$148,769.03	\$148,769.03	\$148,769.03

Software Support – 5 Additional Option Years								
Product Code	Item Description	Qty	Unit Price	Ext. Price Year 1	Ext. Price Year 2	Ext. Price Year 3	Ext. Price Year 4	Ext. Price Year 5
SVMA-ASP-RMS	CORES RMS License Maintenance Strategic multi-product discount applied	1	\$49,375.30	\$49,375.30	\$49,375.30	\$49,375.30	\$49,375.30	\$49,375.30
SW-SaaS-EMR-ST	EMResource Communications & Resource Management System SaaS Strategic multi-product discount applied	1	\$226,774.16	\$226,774.16	\$226,774.16	\$226,774.16	\$226,774.16	\$226,774.16
SW-SaaS-EMT-ST	EMTrack Multi-functional Tracking SaaS Strategic multi-product discount applied	1	\$204,427.50	\$204,427.50	\$204,427.50	\$204,427.50	\$204,427.50	\$204,427.50
SW-SaaS-eICS-ST	eICS SaaS Region/ Statewide Subscription Strategic multi product discount applied	1	\$113,372.07	\$113,372.07	\$113,372.07	\$113,372.07	\$113,372.07	\$113,372.07
SW-SaaS-eICS-Telcom	eICS Telecommunications Phone Minutes (Billed at actual Usage).	1	\$0.10	TBD	TBD	TBD	TBD	TBD
SW-SaaS-ANS-EMN-SMS	CORES SMS Messages (Billed at actual Usage)	1	\$0.08	TBD	TBD	TBD	TBD	TBD
SW-SaaS-ANS-EMN-SMS	CORES SMS Messages 25,000 SMS at No Charge for CORES HAN	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SW-SaaS-ANS-EMN-Telecomn	CORES Telephone Minutes (Billed at actual Usage)	1	\$0.10	TBD	TBD	TBD	TBD	TBD
SW-SaaS-ANS-EMN-Fax	CORES FAX Transactions (Billed at actual Usage)	1	\$0.25	TBD	TBD	TBD	TBD	TBD
	Sub-Totals			\$742,688.06	\$742,688.06	\$742,688.06	\$742,688.06	\$742,688.06

Base Year Totals	
Total, Year 1	\$742,688.06
Total, Year 2	\$742,688.06
Total, Year 3	\$742,688.06
Total, Year 4	\$742,688.06
Total, Year 5	\$742,688.06
Grand Total	\$3,713,440.30

Option Year Totals	
Total, Year 6	\$742,688.06
Total, Year 7	\$742,688.06
Total, Year 8	\$742,688.06
Total, Year 9	\$742,688.06
Total, Year 10	\$742,688.06
Grand Total	\$3,713,440.30

1.602 PRICE TERM

Prices stated herein are firm for the entire length of the Contract.

1.603 TAX EXCLUDED FROM PRICE

- A. Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if purchases are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.700 Additional Requirements

1.701 ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THIS CONTRACT

- A. The Contractor agrees to work cooperatively with the State Service Manager.
- B. Under no circumstances will the Contractor represent him or herself as an employee of the BETP.
- C. The Contractor agrees that he/she will not, at any time either during or after the terms of this Statement of Work, reveal, divulge, or make known to any person, firm or corporation any confidential information whatsoever in connection with BETP or its consumers; provided, however, the Contractor may disclose confidential information in accordance with legal requirements.
- D. The Contractor assures to have no personal or financial interest and will not acquire any such interest, direct or indirect, which would conflict with any manner of degree with the performance of the services under this Statement of Work. The Contractor further assures that in the performance of this Statement of Work, no persons having such interest will be employed. The Contractor further assures that no officer, member or employee of the State or no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Statement of Work, has any personal or financial interest, direct or indirect, in this Statement of Work or in the proceeds thereof. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB
- E. Procurement approval.



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**
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 **11**
to
Contract Number **071B9200106**

CONTRACTOR	EMSYSTEMS, LLC
	111 West Pleasant Street
	Milwaukee, WI 53214
	Matthew Edwards
	248-891-3829
	matthew.edwards@intermedix.com
	*****6403

STATE	Program Manager	Kevin Dunn	MDHHS
		517-335-5096	
	dunnk3@Michigan.gov		
	Contract Administrator	Courtney Flores	DTMB
		(517) 249-0452	
		floresc@michigan.gov	

CONTRACT SUMMARY

EMRESOURCE USER AGREEMENT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4 - 1 Year	May 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,947,057.06	\$9,430.00	\$5,956,487.06		

DESCRIPTION

Effective March 1, 2018, this contract is amended as follows:

- Increase the Estimated Aggregate Contract Value \$9,430
- Add the attached Statement of Work for MiVolunteer Registry Integration with Emergency Medical Services Licensing System (Attachment 1) (\$4,180)
- Add the attached Statement of Work for MiVolunteer Registry Integration with MiPLUS (Attachment 2) (\$5,250)
- Add the attached Terms and Conditions amendments (Attachment 3)
- Change the State of Michigan Contract Administrator to Courtney Flores, 517-249-0452, FloresC@michigan.gov.

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

Attachment 1

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

Program Title: MiVolunteer Registry Integration with Emergency Medical Services Licensing System	Period of Coverage: 3/1/2018 – 12/31/2018
Requesting Department: Department of Health and Human Services	Date: 2/22/2018
Agency Program Manager: Amber Pitts	Phone: 517-335-9572
DTMB Program Manager: Kimberly Kopsch-Woods	Phone: 517-241-3314

This Statement of Work (SOW) is made a part of a Change Notice No. 11 to Contract 071B9200106 (Contract) between the State of Michigan (State) and EMSystems, LLC. (“EMSystems” or “Vendor”) effective as of the date set forth on the signature page of this Agreement.

NOW THEREFORE, the Parties agree as follows:

I. BRIEF DESCRIPTION OF SERVICES

1.1 The State has a contract (071B9200106) with EMSystems, LLC (“Vendor”) to provide integration with the Michigan Emergency Medical Services Licensing Management System (“EMS Licensing”), provided by Imagetrend. This Statement of Work identifies the services related to the integration.

II. BACKGROUND AND PROGRAM OBJECTIVE

2.1 The primary objective of this SOW is to procure Integration services with the purposes of verifying Emergency Medical Services (EMS) licensure.

2.2 The MiVolunteer Registry (“Registry”) system, provided by Vendor, currently receives primary source licensure verification of volunteering medical professionals, including EMS providers (medical first responders, emergency medical technicians, advanced emergency medical technicians, and paramedics), through the Licensing and Regulatory Affairs (LARA) Licensing 2000 (L2K) database. This verification is required by Federal and State policies. EMS Licensing, provided by ImageTrend is Michigan's new verification authority for EMS professional licenses. The Registry will need to be modified by Vendor to work with the EMS Licensing. All other licensed healthcare professions in the Registry will continue to be verified through L2K.

2.3 EMS Licensing has a standard verification interface, currently used by three other states, which is available for use by Vendor and the Registry. This interface provides a web service which Michigan will need Vendor to integrate via batch file input in order to retrieve a daily generated file used to determine EMS provider licensure status. In addition, the interface must allow availability "as needed" checking of individual licenses, such as times when an EMS professional is selected as an active volunteer during emergency response activities.

III. SCOPE OF WORK

- 3.1 Vendor will create an integration with Michigan CORES RMS, and ImageTrend License Management with the purpose of verifying EMS licenses including but not limited:
1. Medical First Responder (MFR)
 2. Emergency Medical Technician (EMT)-Basic
 3. EMT-Paramedic
 4. EMT-Specialist
 5. Advanced EMT (AEMT)
 6. Paramedic
- 3.2 Vendor will integrate Michigan CORES RMS, and ImageTrend License Management System to verify EMS licenses by:
1. Establishing a web service integration between Michigan CORES RMS and ImageTrend License Management that will be initiated both routinely and by request.
 2. Verifying of SOM licenses for listed EMS occupations.
 3. Disabling use of the LARA L2K integration for EMS occupations once the ImageTrend integration for those occupations is complete and enabled.
- 3.3 Ongoing maintenance and support of the integration with EMS Licensing will not exceed 25 hours per annual term and only covers defects of the original deliverable as first integrated by EMS Systems. The 25 hours does not include changes made by ImageTrend or any of its affiliates, third party contractors, subcontractors or vendors that cause the EMS Systems implemented interface to stop working and would require changes/updates/modifications by EMS Systems to make the interface operational again. These types of changes/updates/modifications would require an updated (or new separate) Statement of Work for additional services and additional purchase order.
- 3.4 Any and all additional maintenance and support or services not included in this SOW will be pre-approved, in writing, by the State DTMB Program Manager and follow the State's established Project Change Request approval processes.
- 3.5 System enhancement projects will be determined at time of need and a separate statement of work and purchase order will be developed.

IV. VENDOR'S SERVICES AND DELIVERABLES

- 4.1 Services and deliverables will not be considered complete until the DTMB Program Managers has formally accepted them in writing. State will provide written acceptance within 30 days of receiving completed deliverable. The deliverable will still be considered accepted if no formal written acceptance has been received by Vendor after 30 days.
- 4.2 **Program Management.** Vendor will document to the Agency and DTMB Program Managers via written email that the integration has been completed with the ImageTrend License Management System.
- 4.3 **State of Michigan's Escalation Procedure.** Vendor will provide prompt responses to State questions or concerns within two business days. The State will contact Vendor's personnel in the following order of escalation regarding all questions or concerns related to this SOW.
1. Vendor Project Manager to be named within 5 business days of contract award and sent via e-mail to the State's main point of contact as set forth in Section 8 below.
 2. Vendor Client Services Manager: Elaine Schweitzer PH: 414-721-9704 Email: Elaine.Schweitzer@intermedix.com
- 4.4 If there are technical support issues that need escalation during the implementation, the State must complete steps 1-3 listed below. If further assistance is needed, the State may observe the escalation procedures stated above.
1. Email: support@intermedix.com : **The State has no limitation on the number of email requests it may choose to enter. Vendor will provide Help Desk Support at no additional cost to the State beyond the pricing set forth in this SOW.**

2. Call the Priority Support Center at 888-735-9559
3. Contact Support Director: Carlos Trigo 412-422-3463 x24088

4.5 **Implementation and Deployment.** The updated interface will be deployed to the production environment for review and signoff.

4.6 **Training.** Any training materials Vendor provides may be kept by the State free of charge.

4.7 **Program Handoff/Closure.** Vendor will provide a Project Deliverable(s) document showing that all program tasks have been completed for review and acceptance by the MDHHS Program Manager and DTMB Program Manager.

4.8 Vendor will begin providing support services immediately business days upon Implementation.

V. TECHNICAL ASSUMPTIONS

5.1 Vendor will use its computers, software, licenses and other materials to create and develop the modules at no additional cost to the State beyond the pricing stated in this SOW.

5.2 Vendor is solely responsible for operating and testing the software on the Vendor's systems and servers. The State will ensure access and proper operation of its systems and servers while Vendor is developing/implementing the deliverable.

VI. PROGRAM CONTROL AND REPORTS

6.1 A progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Each progress report must contain the following:

1. Accomplishments – Indicate what was worked on and what was completed during the current reporting period.
2. Upcoming Tasks – Indicate tasks due
3. Issues and Risks – Indicate any items that will post as a risk and the mitigation and any outstanding issues and issue status.

VII. PRICING

7.1 Cost and billing.

Software and Services				
Product Code	Item Description	Qty	Unit Price	Ext. Price
SS-ASP-RMS LicBoardIntSetup	Custom/State Licensure Board Integration – Setup	1	3,420.00	3,420.00
Software Support				
SSMA-ASP-RMS- LicBoardIntSetup	Year 1 Maintenance	1	380.00	380.00
SSMA-ASP-RMS- LicBoardIntSetup	Licensure Board Integration Maintenance MI EMS Board Integration Annual Maintenance after Year 1	1	380.00	380.00
TOTAL:				4,180.00

7.2 **Payment Schedule.** Payment Schedule. Vendor payment for the services and deliverables contained in this Statement of Work shall be handled in accordance with the terms and conditions outlined in the contract.

7.3 This project will be considered complete when the MDHHS Program Manager and DTMB Program Manager has signed off on the State Request for Acceptance Form. Final acceptance will occur after the module has been functioning in a production environment without error (no service, reporting, hardware or software failures) for a period of 30 days, training and documentation have been completed, and the system is deemed to have reached the "Go Live" status

7.4 Deliverable milestones are as follows:

Milestone	Description	Payment
Final acceptance of service deliverable	100% payment upon acceptance of the service deliverable terms under the Contract and Final deliverable acceptance under the Contract. Final deliverable acceptance will occur after the integration has been functioning in a production environment without error (no service, reporting, hardware or integration failures) for a period of 30 days.	\$3,800.00
	TOTAL:	\$3,800.00

VIII. PROGRAM CONTACTS

8.1 The designated MDHHS Program Manager is:

Amber Pitts, Section Manager
 Michigan Department of Health and Human Services
 PO Box 30207
 Lansing, MI 48909
 Office: 517-335-9572
 Pittsa@michigan.gov

8.2 The designated DTMB Program Manager is:

Kimberly Koppsch-Woods, Business Relationship Manager
 Michigan Department of Technology, Management and Budget, Agency Services
 Chandler Building, 1st Floor
 300 East Michigan Avenue
 Lansing, MI 48933
 Office: 517-241-3314
 Koppsch-WoodsK@michigan.gov

IX. GENERAL PROVISIONS

9.1 **Work Location.** All Vendor Resource(s) will work entirely offsite Vendor.

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

9.3 State has up to date documentation of the Image Trend Application Programming **Interface** (API) and will provide this documentation to the Vendor upon contract award.

9.4 Webservice for the API is written to industry best practices and well documented.

9.5 State will provide a technical Point of Contact (POC) for the API.

9.6 State will provide Vendor login access to the API.

9.7 State will respond promptly to Vendor requests for information.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their duly authorized officers to execute this SOW via a contract change notice signature page, which is incorporated herein by reference.

Attachment 2

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

Program Title: MiVolunteer Registry Integration with MiPLUS	Period of Coverage: 03/01/2018-12/31/2018
Requesting Department: Department of Health and Human Services (MDHHS)	Date: 01/24/2018
Agency Program Manager: Amber Pitts	Phone: 517-335-9572
DTMB Program Manager: Kimberly Koppsch-Woods	Phone: 517-241-3314

This Statement of Work (SOW) is made a part of a Change Notice No.11 to Contract 071B9200106 (Contract) between the State of Michigan (State) and EMSsystems, LLC. ("EMSsystems" or "Vendor") effective as of the date set forth on the signature page of this Agreement.

NOW THEREFORE, the Parties agree as follows:

I. BRIEF DESCRIPTION OF SERVICES

1.1 The State has a contract (071B9200106) with EMSsystems, LLC to provide integration with the Michigan Professional License User System (MiPLUS), provided by vendor Accela. This Statement of Work identifies the services related to the integration.

II. BACKGROUND AND PROGRAM OBJECTIVE

2.1 The primary objective of this SOW is to procure integration services with the purposes of verifying professional licensure for:

1. Nurses
2. Pharmacists

2.2 The Michigan Volunteer Registry ("MI Volunteer Registry" or "Registry") system, provided by Vendor, currently receives primary source licensure verification of volunteering medical professionals, including EMS providers (medical first responders, emergency medical technicians, advanced emergency medical technicians, and paramedics), through the Licensing and Regulatory Affairs (LARA) Licensing 2000 (L2K) database. This verification is required by Federal and State policies. In the future, ImageTrend's License Management system will become Michigan's new verification authority for EMS professionals. The date for switching to the new License Management System has yet to be determined, but the transition process has started. The Registry will need to be modified by Vendor to work with the License Management System. All other licensed healthcare professions in the Registry will continue to be verified through LARA's L2K database.

2.3 This interface provides a web service which Michigan will need Vendor to integrate via batch file input to retrieve daily generated files used to determine EMS provider licensure status. The interface must allow availability "as needed" checking of individual licenses, such as times when a healthcare professional is selected as an active volunteer during emergency response activities.

2.4 The Registry is a volunteer registration, verification, notification and organization system built and supported with U.S. Department of Health and Human Services (USDHHS) funds. The system is Emergency System for Advanced

Registration of Volunteer Healthcare Professionals (ESAR-VHP) compliant, a standard administered by the Office of the Assistant Secretary for Preparedness and Response (ASPR) at the USDHHS. ASPR assists each state and territory in establishing a standardized volunteer registration program. All states adhere to the national ESAR-VHP Guidelines and Compliance Requirements for developing systems capable of registering a wide range of health care volunteers, verifying their credentials and qualifications, and assigning accepted volunteers to a credential level. The ESAR-VHP system ensures the effective movement of volunteer health personnel in emergencies. There are currently close to 9,000 volunteers in the system. Overseen by state, regional, and local administrators, volunteers may request inclusion in several volunteer organizations. Vetted and accepted volunteers can be filtered by occupation, activated at a state, regional or local level, and notified of activation by email, phone, or SMS/text. The system also hosts a document library which stores files and is accessible to administrators and volunteers; a credentialing module which allows for hospital administrator primary source verification of employment and privileges; a mission module for virtual management of volunteers from pre-deployment through demobilization; and a badge management module which administrators may access to print badges on site.

III. SCOPE OF WORK

- 3.1 Vendor will create an integration with Michigan CORES RMS and MiPLUS with the purpose of verifying healthcare licenses with the following:
 1. Accept interface file from MiPLUS using their standard and / or custom file.
 2. Verification of state licenses for Nurses provided by State before Project Development.
 3. Verification of state license for Pharmacists.
 4. Disable use of the LARA L2K integration for nursing and pharmacy occupations once the MiPLUS integration for those occupations is completed and enabled.
- 3.2 The current L2K integration must remain in place to support professions not yet moved to MiPLUS.
- 3.3 Vendor will integrate Michigan CORES RMS and MiPLUS to verify nursing and pharmacists' licenses by:
 1. Establishing a web service integration between Michigan CORES RMS and MiPLUS that will be initiated both routinely and by request.
 2. Verifying of SOM licenses for listed nursing and pharmacist occupations.
- 3.4 Ongoing maintenance and support of CORES RMS and MiPLUS integration will not exceed 25 hours per annual term and only covers defects of the original deliverable as first integrated by Vendor.
- 3.5 The Michigan Department of Health and Human Services deliverables of the nursing and pharmacist integrations established in this SOW must be completed in order for Intermedix to complete this integration in accordance with the mutually agreed upon timeline.
- 3.6 Interface file will be sent via File Transfer Protocol (FTP) to Intermedix and will be consistent in format, naming convention and overall data types.
- 3.7 File will be provided in a proper comma delimited format.
- 3.8 State will review and sign-off on Statement of Work
- 3.9 State will serve as the primary point of contact between Intermedix and Accela.
- 3.10 State will provide a list of nursing occupations.
- 3.11 State will provide a list of Pharmacy occupations.
- 3.12 Additional license types are not included in this SOW.
- 3.13 The list of nursing and Pharmacy occupations is a dependency for the project work to begin.

- 3.14 Overall project timeline will be dependent on the receipt of the purchase order, signed SOW, and access to the Accela file.
- 3.15 All additional maintenance and support or services not included in this SOW will be pre-approved, in writing, by the State DTMB Program Manager and follow the State's established Project Change Request approval processes.
- 3.16 System enhancement projects will be determined at time of need and a separate SOW and purchase order will be developed.

IV. VENDOR'S SERVICES AND DELIVERABLES

- 4.1 Services and deliverables will not be considered complete until the DTMB Program Managers have formally accepted them in writing. State will provide written acceptance or non-acceptance within 30 days of receiving completed deliverable.
- 4.2 **Program Management.** Vendor will document to the Agency and DTMB Program Managers via written email that the integration has been completed between the CORES RMS and MiPLUS.
- 4.3 **State of Michigan's Escalation Procedure.** Vendor will provide prompt responses to State's questions or concerns within two business days. The State will contact Vendor's personnel in the following order of escalation regarding all questions or concerns related to this SOW.
 - 1. Vendor Project Manager to be named within 5 business days of contract award and sent via e-mail to the State's main point of contact as set forth in Section 8 below.
 - 2. Vendor Client Services Manager: Elaine Schweitzer Phone: 414-721-9704, Email: Elaine.Schweitzer@intermedix.com
- 4.4 If there are technical support issues that need escalation during the implementation, the State must complete steps 1-3 listed below. If further assistance is needed, the State may observe the escalation procedures stated above.
 - 1. Email: support@intermedix.com : The State has no limitation on the number of email requests it may choose to enter. Vendor will provide Help Desk Support at no additional cost to the State beyond the pricing set forth in this SOW.
 - 2. Call the Priority Support Center at 888-735-9559
 - 3. Contact Support Director: Carlos Trigo 412-422-3463 x24088
- 4.5 Implementation and Deployment. The updated interface will be deployed to the production environment for review and signoff.
- 4.6 Training. Any training materials Vendor provides may be kept by the State free of charge.
- 4.7 Program Handoff/Closure. Vendor will provide a Project Deliverable(s) document showing that all program tasks have been completed for review and acceptance by the MDHHS Program Manager and DTMB Program Manager.
- 4.8 Vendor will begin providing 24/7 support services immediately upon project implementation.

V. TECHNICAL ASSUMPTIONS

- 5.1 Vendor will use its computers, software, licenses and other materials to create and develop the modules at no additional cost to the State beyond the pricing stated in this SOW.
- 5.2 Vendor is solely responsible for operating and testing the software on the Vendor's systems and servers. The State will ensure access and proper operation of its systems and servers while Vendor is developing/implementing the deliverable.

VI. PROGRAM CONTROL AND REPORTS

6.1 A progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Each progress report must contain the following:

1. Accomplishments – Indicate what was worked on and what was completed during the current reporting period.
2. Upcoming Tasks – Indicate tasks due
3. Issues and Risks – Indicate any items that will post as a risk and the mitigation and any outstanding issues and issue status.

Phase & Milestone	Target Dates
Intermedix and Accela Contract Change Notice	Contract Award + 10 business days
Development & Testing	Contract Award + 30 business days
User Acceptance Testing (UAT)	Contract Award + 40 business days
Go-Live / Production Deployment	Contract Award + 50 business days

VII. PRICING

7.1 Cost and billing.

Software and Services				
Product Code	Item Description	Qty	Unit Price	Ext. Price
SS-ASP-RMS LicBoardIntSetUp	Custom/State Licensure Board Integration - Setup + Year 1 Maintenance Accela Integration	1	5,250.00	5,250.00
	TOTAL:			5,250.00

7.2 **Payment Schedule.** Vendor payment for the services and deliverables contained in this Statement of Work shall be handled in accordance with the terms and conditions outlined in the contract.

7.3 This project will be considered complete when the MDHHS Program Manager and DTMB Program Manager has signed off on the State Request for Acceptance Form. Final acceptance will occur after the module has been functioning in a production environment without error (no service, reporting, hardware or software failures) for a period of 30 days, training and documentation have been completed, and the system is deemed to have reached the “Go Live” status.

7.4 Deliverable milestones are as follows:

Milestone	Description	Payment
Final acceptance of service deliverable	100% payment upon acceptance of the service deliverable terms under the Contract and Final deliverable acceptance under the Contract. Final deliverable acceptance will occur after the integration has been functioning in a production environment without error (no service, reporting, hardware or integration failures) for a period of 30 days. Note: This payment represents CORES RMS Custom/State Licensure Board Integration and MiPLUS – Setup and Year 1 Maintenance.	\$5,250.00
	TOTAL:	\$5,250.00

VIII. PROGRAM CONTACTS

8.1 The designated MDHHS Program Manager is:

Amber Pitts, Section Manager
Michigan Department of Health and Human Services
PO Box 30207
Lansing, MI 48909
Office: 517-335-9572
Pittsa@michigan.gov

8.2 The designated DTMB Program Manager is:

Kimberly Koppsch-Woods, Business Relationship Manager
Michigan Department of Technology, Management and Budget, Agency Services
Chandler Building, 1st Floor
300 East Michigan Avenue
Lansing, MI 48933
Office: 517-241-3314
Koppsch-WoodsK@michigan.gov

IX. GENERAL PROVISIONS

9.1 **Work Location.** All Vendor Resource(s) will work entirely offsite.

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

9.3 State will promptly respond to Vendor requests for information.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their duly authorized officers to execute this SOW via a contract change notice signature page, which is incorporated herein by reference.

Attachment 3

The following amendments are made to the Terms and Conditions of the Contract:

- 1. The first paragraph in the Terms and Conditions on page 2 of the Contract is hereby deleted in its entirety and replaced as follows:**

This Contract (the "Contract") is entered into and effective as of January 16, 2009, by and between the STATE OF MICHIGAN located at 530 West Allegan, Lansing, MI, 48808, and EMSYSTEMS, LLC ("EMS" or "Contractor"), a Wisconsin limited liability company located at 135 South 84th Street, Suite 150, Milwaukee, Wisconsin 53214, and together with the State (as herein defined), each a "Party" and collectively the "Parties". Notwithstanding the foregoing, change notice 11 to this Contract updates Contractor's entity status and EMSYSTEMS, LLC acknowledges that it is a Delaware limited liability company with its principal place of business located at 6451 N. Federal Highway, Suite 1000, Fort Lauderdale, FL 33308.

- 2. Section 2(d) State Standards is added to Section 2. System Access and Services, on page 2 of the Terms and Conditions of the Contract, as follows:**

(d) State Standards. To the extent that EMS is providing services or deliverables, EMS must adhere to all existing technology policies and standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html, as well as any other policies and standards specified in an applicable Statement of Work. To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, which will be provided to Contractor upon request. 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. Contractor is not authorized to make changes to any State systems without prior written authorization from the State's Project Manager. Any changes Contractor makes to any State systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration standards.

- 3. Section 2(e) Subcontractors is added to Section 2. System Access and Services, on page 2 of the Terms and Conditions of the Contract, as follows:**

(e) Subcontractors. Contractor will:

- be responsible and liable for the acts and omissions of all Subcontractors (including such 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; and
- be responsible for all fees and expenses payable to, by or on behalf of each 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
- require Subcontractors to execute written agreements, that bind such Subcontractors to confidentiality provisions that are at least as protective of the State's Data (including all Confidential Information) as those contained in this Contract.

- 4. Section 3(c) Acceptance Testing for Statements of Work, is added to Section 3. Acceptance Criteria; Initial Acceptance Testing, on page 3 of the Terms and Conditions of the Contract, as follows:**

(c) Acceptance Testing for Statements of Work. For services or deliverables provided pursuant to a Statement of Work, Acceptance Tests will be conducted as set forth in the applicable Statement of Work.

- 5. Section 4(a) Fees on page 4 of the Terms and Conditions of the Contract is hereby deleted in its entirety and replaced as follows:**

(a) Fees. As consideration for Use of the System and the services provided by EMS under this Contract, the State shall pay to EMS the Fees. Contractor will invoice the State for Fees in accordance with the requirements set forth in Schedule 2 and any Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of milestones. 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 that the invoice was properly rendered and was authorized pursuant to this Contract.

6. Section 4(d) Overdue Payments on page 4 of the Terms and Conditions of the Contract is hereby deleted in its entirety and replaced as follows:

(d) Overdue Payments. The State may withhold from payment any amount disputed by the State in good faith, pending resolution of the dispute, provided that the State:

- i. timely pays all amounts not subject to dispute;
- ii. notifies Contractor of the dispute prior to the due date, specifying in such notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;
- iii. works with Contractor to resolve the dispute; and pays any amount determined to be due by resolution of the dispute.

Contractor shall continue performing its obligations in accordance with this Contract notwithstanding any such dispute or actual or alleged nonpayment that is the subject of the dispute, pending its resolution. If the State fails to pay to EMS any undisputed Fees as and when such Fees are due in accordance with 3(a) above, EMS may suspend all Use of the System and the performance of any other services which EMS is then performing for the State.

7. Section 5(e) Accurate Data on page 4 of the Terms and Conditions of the Contract is hereby deleted in its entirety and replaced as follows:

EMS shall not be responsible for the accuracy of any State Data or liable to the State or any Authorized User or third party for any Damages resulting from inaccurate State Data. EMS shall not change or alter any State Data at any time, at any State or Authorized User's request or otherwise. EMS acknowledges that it is not modifying any data through data transfer or otherwise.

8. Section 6(a) Ownership of State Data, on page 4 of the Terms and Conditions of the Contract is hereby deleted in its entirety and replaced as follows:

(a) Ownership of State Data. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. In all cases and for all matters, State Data is deemed to be Confidential Information. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section 6(a) survives termination or expiration of this Contract.

9. Section 6(d) Recovery of State Data, on page 4 of the Terms and Conditions of the Contract is hereby deleted in its entirety and replaced as follows:

(d) Recovery of State Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in

investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. Notwithstanding Section 9(e), the parties agree that any damages relating to a breach of this Section 6(d) are to be considered direct damages and not consequential damages. This Section 6(d) survives termination or expiration of this Contract.

10. Section 6(f) Extraction of State Data is added to Section 6. Data Security, Confidentiality and Access, on page 4 of the Terms and Conditions of the Contract, as follows:

(f) Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

11. Section 6(g) Discovery is added to Section 6. Data Security, Confidentiality and Access, on page 4 of the Terms and Conditions of the Contract, as follows:

(g) Discovery. Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the System. Contractor shall notify the State by the fastest means available and also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

12. Section 6(h) Backup and Disaster Recovery is added to Section 6. Data Security, Confidentiality and Access, on page 4 of the Terms and Conditions of the Contract, as follows:

(h) Backup and Disaster Recovery. Contractor must maintain and operate a backup and disaster recovery plan to ensure that State Data is not lost or compromised due to an outage of the System (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the System. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. The State may request a copy of Contractor's DR Plan and any revision history, and reports or summaries relating to past testing of the DR Plan.

13. Section 9(a) Warranty, on page 8 of the Terms and Conditions of the Contract is hereby deleted in its entirety and replaced as follows:

(a) Warranty. EMS warrants and represents:

- i. that it will use commercially reasonable care in making the System available for Use and in performing any other services to be provided by EMS under this Contract;
- ii. 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;
- iii. 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;
- iv. the execution of this Contract by its representative has been duly authorized by all necessary organizational action;
- v. 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;
- vi. it is the legal and beneficial owner of the entire right, title and interest in and to the Software and the System, including all intellectual property rights relating thereto;
- vii. it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;
- viii. the Software and the System, and the State's use thereof, are and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind; and
- ix. neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time require the provision of any payment or other consideration to any third party.

14. Section 10(n) Priority, on page 10 of the Terms and Conditions of the Contract is hereby deleted in its entirety and replaced as follows:

If there is any conflict or inconsistency between the provisions set forth in the body of this Contract and the provisions set forth in any Schedule or the T&Cs, the following order of precedence governs: (i) first, this Contract, excluding its Schedules and the T&Cs; (ii) second, the Schedules; and (iii) third, the T&Cs.

15. The definitions of "EMS" and "State Data" in Schedule 1, Definitions, on page 11 of the Terms and Conditions of the Contract, is hereby deleted in its entirety and replaced as follows:

"EMS" means EMSYSTEMS, LLC, a Delaware limited liability company with its principal place of business located at 6451 N. Federal Highway, Suite 1000, Fort Lauderdale, FL 33308.

"State Data" means the State's data and includes: (a) User Data; and (b) the State's data collected, used, processed, stored, or generated in connection with the Services, including but not limited to 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. This definition survives termination or expiration of this Contract.

16. The definitions for "Contractor", "Statement of Work", "Subcontractor", and "User Data" are added to Schedule 1, Definitions, of the Terms and Conditions of the Contract, as follows:

"Contractor" has the same meaning as "EMS".

"Statement of Work" means a statement of work executed by the parties that describes additional services and modules to be provided to the State pursuant to a contract change notice and all such Statements of Work are deemed to be added to Schedule 2 of this Contract.

"Subcontractor" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or any other entity other than the State or Contractor that performs any services required or provided under this Contract.

"User Data" means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 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 10
 to
 Contract Number 071B9200106

CONTRACTOR	EMSYSTEM, LLC
	111 West Pleasant Street
	Milwaukee, WI 53214
	Matthew Edwards
	(248) 891-3829
	matthew.edwards@intermedix.com
	*****6403

STATE	Program Manager	Kevin Dunn	MDHHS
		(517) 335-5096	
		dunnk3@Michigan.gov	
	Contract Administrator	Joshua Wilson	DTMB
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CONTRACT SUMMARY

EMRESOURCE USER AGREEMENT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4 - 1 Year	May 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,601,714.00	\$345,343.06	\$5,947,057.06		

DESCRIPTION

Effective January 1, 2018, this Contract is hereby increased by \$345,343.06 and amended incorporating the attached Statement of Work and Contractor's attached proposed pricing (quote numbers: 00004457, 00005834 and 00005939) for the Department of Health and Human Services (DHHS) Bureau of EMS, Trauma and Preparedness.

Please note the Contractor's primary contact is hereby changed to Matthew Edwards (matthew.edwards@intermedix.com; 248-891-3829).

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

STATE OF MICHIGAN

Contract No. 071B9200106
EMResource User Agreement

ARTICLE 1 - STATEMENT OF WORK MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS) BUREAU OF EMS, TRAUMA AND PREPAREDNESS CHANGE NOTICE NO. 10

1.010 Project Identification

1.011 Project Request

This is a Contract for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS), Bureau of EMS, Trauma, and Preparedness (BETP) for the functions of the Michigan Health Alert Network (MIHAN) and the MI Volunteer Registry (Registry) service with an internet accessible, vendor hosted subscription service.

1.012 Background

The BETP, under DHHS, is charged with protecting the health of Michigan citizens against chemical, biological, nuclear and radiological threats. BETP focuses on minimizing the threat to health from terrorist acts, accidents and other incidents, and collaborates with local, state and federal authorities to prevent and mitigate threats to the health and safety of Michigan citizens.

MIHAN

The United States Centers for Disease Control and Prevention (CDC) awarded grant funding beginning in 2002 to prepare for bio-terrorist attacks and other public health emergencies. One of the critical capacities that funding supported was the establishment of a Health Alert Network. The MIHAN is a secure, internet-based notification system used to ensure effective communications and alerting between the CDC, DHHS, public health departments, healthcare agencies and response organizations. The contact methods used by the system include phone, email, text messaging, fax and pager. The MIHAN currently hosts over 4,000 participants who function as key points of contact during an incident. In addition the MIHAN features a document library for collaboration on readiness and response materials. The system is administered by state, regional and local support members who oversee user accounts, assign function based roles for alerting, and manage document permissions.

Registry

The Registry is a volunteer registration, verification, notification and organization system built and supported with U.S. Department of Health and Human Services (USDHHS) funds. The system is Emergency System for Advanced Registration of Volunteer Healthcare Professionals (ESAR-VHP) compliant, a standard administered by the Office of the Assistant Secretary for Preparedness and Response (ASPR) at the USDHHS. ASPR assists each state and territory in establishing a standardized volunteer registration program. All states adhere to the national *ESAR-VHP Guidelines and Compliance Requirements* for developing systems capable of registering a wide range of health care volunteers, verifying their credentials and qualifications, and assigning accepted volunteers to a credential level. The ESAR-VHP system ensures the effective movement of volunteer health personnel in emergencies. There are currently close to 9,000 volunteers in the system. Overseen by state, regional, and local administrators; volunteers are allowed to request inclusion in a number of volunteer organizations. Vetted and accepted volunteers can be filtered by occupation, activated at a state, regional or local level, and notified of activation by email, phone, or SMS/text. The system also hosts a document library which stores files and is accessible to administrators and volunteers, a credentialing module which allows for hospital administrator primary source verification of employment and privileges, a mission module for virtual management of volunteers from pre-deployment through demobilization, and a badge management module which administrators may access to print badges on site.

1.020 Scope of Work and Deliverables

1.021 In Scope

As outlined below, this project consists of the following scope:

- 1) The Transition and Implementation of each or either the MIHAN or Registry.
- 2) Training and 24/7/365 Support for the Service(s).
- 3) Subscription Based Pricing.
- 4) Other Services as Required and Contracted.

More complete descriptions of the State and Federal requirements which must be met by the Contractor for these systems are provided in the appendices.

The subscription service or services must meet these requirements:

- A secure, web-based PHIN compliant Health Alert Network service capable of importing the data from the current MIHAN and of supporting its requirements.

- A secure, web-based\ESAR-VHP compliant service capable of importing the data of the current Registry and of supporting its current requirements.
- Both services must employ a currently functioning vendor hosted service model.
- The service(s) must offer annual subscription pricing.
- The service(s) must offer training materials and 24/7/365 support services for the respective services being contracted.

The subscription service or services must not:

- Offer to completely re-code or recreate either service from scratch.
- Offer a service or services which are not already in existence and in production.
- Offer a service which cannot be customized to display the required graphic and textual elements necessary for the identity and requirements of the related MIHAN or Registry.
- Require the recollection of data already associated with the current MIHAN and Registry.

The completed sites must be identifiable as belonging to the State and have the State's name and/or logo included on the main page as well as on all subsequent pages. In addition the sites must similarly include the name and logo of the MIHAN or Registry.

1.022 Work and Deliverable

Contractor must provide deliverables/services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Article 1.

The Contractor shall provide secure, web-based subscription service(s) providing either the requirements of the MIHAN and/or the requirements of the Registry, or providing for both services.

A. Required Components For Both Services:

1. The service(s) must provide access to either the MIHAN or the Registry via their current URL addresses respectively:
 - a. MIHAN: <https://MichiganHAN.org>
 - b. Registry: <https://www.MIVolunteerRegistry.org>
 - i. Primary URL addresses to be transitioned to the new service(s)
 - ii. Secondary URL addresses to also route users to the service(s)
2. The service(s) must utilize a secure, encrypted HTTPS:// connection for accessing all web pages, site functions and for all data exchanges between the server and browser.
 - a. HTTPS:// certificates to be provided by a Trusted Source recognizable to the user's browsers without the need to install a 3rd Party Trusted Server.
3. Depending upon the service(s) being bid upon, the service(s) must be able to provide the requirements of the MIHAN or Registry and sustain those functions under a usage load commiserate with peak usage according to the current membership of each service.
4. The service(s) must have the capability of displaying a required User Agreement which users must accept, either as a one-time occurrence when granted membership or as a reoccurring message during login, to gain access to the service(s) functions.
5. The Contractor is to provide 24/7/365 technical support for the service(s), accessible via phone and email at a minimum, with acceptable turnaround times commensurate with the severity of the support call.
 - a. Help Desk support must be available during standard EST business hours, from 8:00 a.m. – 5:00 p.m. EST Monday through Friday, with escalation as necessary to senior staff and to higher and senior level management as required by the issue.
 - b. All calls for support must be returned within 1 hour with, at a minimum, an explanation of the current issues and of any expected solutions.
 - c. Bidder must utilize a ticket system for tracking support requests with a web interface accessible to the BETP for checking the progress of tickets.
6. The service(s) must provide better than 99% "Up Time" cumulatively across a service year.
7. The service(s) must provide robust, redundant hardware and infrastructure to assure access to the service(s) in the event of localized hardware or infrastructure failures.
8. It is desirable that the service(s) offer a live test and training environment alongside of the functioning service. This test and training environment will be loaded with mock data and used by BETP for training and exercise purposes. Services with such capabilities will be given additional weight during the evaluations.
9. Features which all for the automatic correction of standard issues such as user password resets and empty value reminders are desirable. Services with greater automation for maintenance and administrative tasks will be given additional weight during the evaluations.

B. General Transition and Implementation Requirements for Both Services:

1. The transition of the MIHAN and/or the Registry to the service(s) must include a one-time transfer of the existing required graphics, language, database elements, and data into the new service(s). This data includes user information, contact methods, administrator information, permission levels, roles, organizations and any documents contained within the respective document libraries. In addition, in the case of the Registry this will include data on member affiliations and on background certification vetting. The Contractor will be required to work with BETP, to extract the current information, and to migrate that information into the new service(s). Part of the transition process must be the testing of the data for successful migration and acceptance of the migration and sign-off by BETP.

The migration process for either the MIHAN or Registry to the appropriate service(s) must not interfere with the function of the current system. During the migration the Contractor must provide a test environment to the BETP for each services. This environment must be accessible to BETP for testing new functions, testing the results of the data migration, testing other customizations or functions of the service, and to begin the development of training courses and materials for end users. The test service(s) may feature reduced infrastructure levels, i.e. limited phone lines or reduced server power, but must present a working model for all functions.

2. The Contractor must provide robust training support and materials for the service(s) implemented. At a minimum the Contractor must offer live training to key BETP staff after the initial adoption and after any major changes or alterations to the service(s) during the life of the Contract. Further capabilities for the support of virtual or video training to other BETP staff, or even to users, would be desirable. The Contractor must provide training documentation and other materials to BETP for distribution to users. BETP must be able to adapt these materials as needed for the specifics of how the MIHAN and/or Registry functions. These or similar materials should also be available for viewing as "help files" on the service(s).
3. Confidential information housed within the service(s) must be accessed, controlled and managed only by authorized BETP staff who are responsible for the data or, if required, by an additional limited group of Contract employees who have been vetted by BETP, signed State confidentiality agreements, and been granted access to the data by BETP. BETP staff will require advanced views of this data and tools for access to and for the analysis and manipulation of the data. Implementation of the service(s) must include any required training for BETP staff in the use of these management tools.
4. The Contractor must work to keep the service(s) compliant with any related federal standards. The Contractor must work with BETP, at no additional cost, when asked to assist in the federal certification of the service(s) to prove compliance. The Contractor must provide updates to the service(s), as needed and at no additional fee, to maintain compliance.

C. Service Specific Requirements

The service(s) must provide, but is not limited to, the following features as part of the subscription offering:

MIHAN Requirements

The MIHAN service must be able to provide access for approximately 5,000 or more registered members/users at any given time. The web-based service will also be accessed by state, regional, and local administrators. Once a participant is registered they will be assigned a unique user ID and password. User records will be associated with an organization and assigned roles according to their job function. The service must be able to accommodate multiple levels of access to site information and functions. The service must ensure that information is collected, assembled, maintained and utilized in a manner consistent with all Federal, State and local laws governing security and confidentiality.

1. User Accounts and Access

The service needs to be able to accommodate at least 5,000 MIHAN participants from Michigan's state government departments, local health departments, hospitals, long term care facilities, rural, community and migrant health clinics, life support agencies, tribal health centers, Border States, Canada and other organizations. Participants must then be organized by role so that the sender of information only needs to know the job function, not the name, of the individual they wish to alert. In addition user accounts must contain location and professional organization based information, including information related to the user's county and emergency management district as established by the Michigan State Police (MSP). The service must allow for members to utilize this information to search, sort and organize user accounts for alerting and reporting functions.

Each person who participates in the service must be able to specify multiple points of contact for informational alerts and emergency notifications. (I.E. work phone, cell phone, home phone, text pager and work E-mail) Email and phone should be required methods of contact when the account is created. Current contact methods are phone, email, SMS, text message, pager, and fax. The service must have a feature that can be used to prompt users to update their contact information regularly. The service must be able to verify that a user has received and opened alerts, through any alerting method which allows for these capabilities, and record message status and confirmation for later analysis.

The service must be able to accommodate varying levels of user access to site information and functions. There are a minimum of three levels of access required corresponding to Limited, Standard and Administrator access. The actual names of these levels are unimportant. The 'Limited' level must limit a user's access to viewing their user profile, to only receiving alerts, and to accessing any document library files assigned to their account, organization or role/s. The 'Standard' level should add the ability to send alerts across the entire system, and to add files to the document library into folders which they have permission to access. The 'Administrator' level should further add the ability to view / modify user information on those user accounts which they manage, role assignments and user permission levels throughout the site. An additional capability, which is desired but not necessary, is to split the "Administrator" permissions into regional and county administrators, with access only over those users assigned to a specific region, and State administrators, with full control over the system.

User accounts must have associated strong passwords and security codes used for confirming a user's identity when this level of security is needed. The State's password policy and guidelines must be followed. In addition all users must be

presented with a user agreement created by the State, either when signing up for the service or each time a user logs into the service, which the user must accept in order to use the service.

2. Alerts

The primary function of the service is to allow users to generate and send messages to other site members based on the selection of a user's assigned role/s. Current contact methods include phone, email, SMS, text message, pager and fax. Because the service is meant for sending emergency response related information, it must be possible to push out messages through as many channels as possible. Users capable of sending alerts must be able to select either a sub-group of users, based on various criteria which must include user roles, or to select all users as recipients.

- a. The service must be able to send email alerts. These emails must be sent to the email addresses associated with each user. The service must be capable of rapidly sending a large number of email messages within a short period of time. Users must be able to confirm the receipt of these messages and the service must record that confirmation for later analysis and report generation. In addition, the service must also be capable of accepting files, either uploaded or from the document library, as attachments to email messages. The service should provide a report of email notifications that bounced back from the recipient for the purpose of administrative review.
- b. The service must be able to place phone calls to the phone numbers associated with each user using a text to speech engine to generate the alerts. The service must be capable of rapidly sending a large number of calls within a short period of time with geographically diverse and failsafe data centers or calling services to ensure redundancy. The service is expected to read a predetermined introduction to the phone alert and then prompt for a security code. This code should be set by users when they first configure their account and is required before the service reads the content of any alert sent to recipients over the phone. Users must be able to confirm the receipt of these calls and the service must record that confirmation for later analysis.
- c. Other methods for sending alerts are desirable. Services offering more communication methods may be awarded additional weight during evaluation.
- d. The service must generate and store a real-time alerting report each time an alert is sent out. This report must include detailed information including the time sent, the alert's author, content, the users or roles sent to, a record of those users who have confirmed receipt, the percentage of confirmed alerts, and the method and time of each confirmation.

3. Document Library

A secondary function of the MIHAN is to store emergency preparedness and response documents in a secure document library. The service must be capable of accepting all standard document and file types and of hosting thousands of such files with a minimum total storage limit of 10GB. In addition it desirable to have the capacity for storing files up to 150MB in size. Systems which can provide these capabilities will receive higher weighting during evaluations. Finally, the service must be capable of organizing these files and documents into useful groupings for ease of access.

Users must be allowed to view and download these documents based on permission levels set by the administrators as assigned to user accounts or roles. Users with Standard level access will be able to upload new documents while Administrators must be able to manage these files and folders and to set permission rights for viewing documents based on settings tied to a user or to a role. This allows administrators to limit the viewing of folder and documents based on a user or role. File and folder management capabilities should also include the creation and deletion of folders, the addition or deletion of files, and the ability to run reports against the document library.

4. Administrative Tools

The service must contain a set of administrative and reporting tools. These tools must include these capabilities:

- a. *Management of Portal Content and Settings:* Allow the BETP administrators to configure values for selection lists, various page and function default settings, alert communications settings such as first contact method used and number of contact attempts, and various other system settings as needed.
- b. *Management of User Information:* Allow the BETP administrators to access user profile information, to reset passwords and security codes, and to perform other maintenance functions.
- c. *Management of Roles and Groups:* Allow BETP administrators to review and update user permission levels, group permission levels, and role assignments.
- d. *Management of Reminders:* Allow the BETP administrators to configure settings dealing with profile and password expiration reminders.
- e. *User Reporting:* Generate various reports on user information including total users, user names, contact methods, associated organization, user levels, expired account information, last log-in, and assigned site permissions / access levels by BETP staff.

- f. *Role and Group Reporting:* Generate various reports on role and group information including user site level assignments, user role and group assignments, users not assigned to roles or groups, and role and group based site permissions by BETP staff.
- g. *Alert Reporting:* Generate various reports on alerts sent including the number and details of alerts sent within a given time period, user and group confirmation levels, and the level of users who did not confirm an alert within a given time period by BETP staff.
- h. *Document Library Reporting:* Generate various reports on the content of the document library including a list of materials, total and specific file sizes, document age, assigned document permissions, and documents by folder structure (if any) by BETP staff.
- i. *Ticket Tracking System:* A ticket system accessible to BETP administrators capable of tracking system maintenance and issue related matters such known bugs, site glitches, service outages, etc.
- j. *Ticket System Reporting:* The ticket system must be capable of generating reports by BETP Staff that include information such as the status of a given ticket or all tickets, along with notes on the request and the steps that have been taken.
- k. *Quality Assurance Reporting:* BETP staff should be able to generate and export reports to assist in managing data quality. Reports should include queries that will generate spreadsheets listing users who have never logged, users who have not logged in to the service for over a selected time period, users who need role assignments, and users who don't acknowledge messages when alerted.

These administrative tools will be used as part of a BETP managed Quality Assurance (QA) program which ensures the integrity of the data and accuracy of the service.

Registry Requirements

The service must be able to accommodate over 9,000 user records from state and local government employees, medical professionals, volunteer organizations, and state citizens. The Registry service must be compliant with the federal ESAR-VHP standards, including the *ESAR-VHP Interim Technical and Policy Guidelines, Standards and Definitions (Guidelines)* and the *ESAR-VHP Compliance Requirements* for a volunteer registration system. The service must ensure that information is collected, assembled, maintained and utilized in a manner consistent with all Federal, State and local laws governing security and confidentiality.

The *ESAR-VHP Compliance Requirements* identify capabilities and procedures that State ESAR-VHP programs must have in place to ensure effective management and inter-jurisdictional movement of volunteer health personnel in emergencies. Each state must meet and maintain all of the Compliance Requirements. There are specific credentials and qualifications that the State must collect through the Registry for each of the (20) ESAR-VHP identified *healthcare professional occupations*. There are specific verification requirements that the State must adhere to when assigning a volunteer to one of the credential levels identified in the *ESAR-VHP Guidelines*.

1. The Registry service must be able to:
 - a. Identify volunteers willing to participate in a federally coordinated emergency response
 - b. The service must track additional information as needed such as identifying information, affiliations, skills and certifications, training, capabilities, medical status, etc.
 - c. Register and collect the credentials and qualifications of health professionals and verify those credentials with the issuing entity or appropriate authority as identified in the *ESAR-VHP Guidelines*
 - d. Recertify some or all credentials upon request, automatically on a daily basis, and before a volunteer activation
 - e. Assign volunteers to all ESAR-VHP credential levels based on their credentials and any qualifications collected and verified through the issuing entity or other appropriate authority
 - f. Record all associated health profession related emergency preparedness affiliations for each volunteer including those with any local, state and federal government entities
 - g. At a minimum identify, collect and verify the credentials and qualifications of the following health professional occupations
 - Physicians (Allopathic and Osteopathic)
 - Registered Nurses
 - Advanced Practice Registered Nurses (APRNs) including Nurse Practitioners, Certified Nurse Anesthetists, Certified Nurse Midwives, and Clinical Nurse Specialists
 - Pharmacists
 - Psychologists
 - Clinical Social Workers
 - Mental Health Counselors
 - Radiologic Technologists and Technicians
 - Respiratory Therapists
 - Medical and Clinical Laboratory Technologists
 - Medical and Clinical Laboratory Technicians
 - Licensed Practical Nurses and Licensed Vocational Nurses
 - Dentists
 - Marriage and Family Therapists
 - Physician Assistants

- Veterinarians
 - Cardiovascular Technologists and Technicians
 - Diagnostic Medical Sonographers
 - Emergency Medical Technicians and Paramedics
 - Medical Records and Health Information Technicians
- h. Be able to add additional professions to the list above as they are added in future versions of the *ESAR-VHP Guidelines* or at the request of BETP
 - i. Identify and sort volunteers through queries of variables as defined by a requestor, and according to ESAR-VHP requirements, within a prescribed time frame
 - j. The service must have the ability to provide complex sorting of volunteer accounts based on the query of associated data elements, which may be utilized for the creation of customized reports
 - k. Be able to expedite registration and credential verification processes for increased functionality immediately after a disaster or public health emergency to facilitate the health response.

2. User Accounts and Access

The Registry service must be able to take registration requests from a wide range of both specialized healthcare related volunteers and citizen volunteers. It must be capable of sorting volunteers into predefined groups. It must be capable of allowing BETP staff to inspect registration requests, verify any necessary volunteer credentials, and to allow for accepting or denying those requests. The service must be capable of performing automated Michigan licensure verification, verification with other various state and national data sources, as well as directly with hospital administrators. It must be capable of allowing state, regional and local administrators to sort volunteers based on a number of criteria including skill set. It must be able to allow administrators to send volunteers notifications to activate volunteers, and to ensure their effective deployment during emergencies.

The service needs to be able to accommodate over 9,000 user records from state and local government employees, medical professionals, volunteer organizations, and state citizens. The service must be able to then sort these participants into site permission levels, organizations, units, medical and non-medical professional occupations, geography, as well as by other data points that are collected.

User accounts must be associated with various items of information on each user including identity, photo, contact information, employer information, professional and personal affiliations, occupations, medical licenses, criminal background information, certifications, skills, trainings, deployment information, availability, medical limitations, deployment information, credential verification status, and whether the user has been accepted into a volunteer organization/unit based upon the information provided.

Users must be able to submit an application to be a volunteer for one or more organizations and/or units including but not limited to General Volunteers, Medical Reserve Corps (MRC) and Citizen Corps Programs, Michigan Mortuary Response Team (MIMORT), Michigan State Animal Response Team (MISART), and more. These registrations must be tracked and presented to site administrators for background credentialing and acceptance or rejection. Users must then be notified of their acceptance status for each organization or unit applied to.

The service must accommodate administrative accounts for the following users: BETP administrators, local administrators, regional administrators, hospital administrators, and volunteers. Volunteers must be able to create and update personal profile information, view mission information when assigned, view information (as appropriate) in the document library, and have the ability to view messages and updates. Local and regional administrators must have the ability to create missions, notifications, and review pending/accepted/rejected responders within their respective organization(s) or unit(s). System administrators must have complete and overall system access. Administrator access must include various levels for credentialing according to BETP and ESAR-VHP requirements (i.e., hospital employment or privileges).

Each person who participates in the service must be able to specify a primary email for informational alerts and activation notifications. However, the system must also collect and be able to communicate via email, fax, SMS/text, phone, pager, and TTD/TTY. Services with more methods of contact will be rated higher.

User accounts must have associated strong passwords and security codes used for confirming a user's identity when accessing those specific functions of the service which require these levels of security. The State's password policy and guidelines must be followed. The service must prompt users to change their passwords regularly. In addition all users must be presented with a State drafted Terms of Service and Privacy Policy, Information Pledge, either when initially registering, as well as when changing password. A Contact Us feature must be available to assist with technical assistance and customer service requests. Systems with an online help center feature will be rated higher.

3. Volunteer Credentialing

The Registry service must accommodate registration of volunteers into one or more organizations/units, and must collect information from each user as identified under Section 2.

The service is required to integrate with certain state, national, and federal data sources to verify volunteer's medical credential information. Sources include, but are not limited to: hospitals, Michigan Department of Licensing and Regulatory Affairs (LARA) License 2000 (L2K) system, Accela licensing database, Image Trend License Management System, American Board

of Medical Specialties (ABMS), American Osteopathic Association (AOA), Drug Enforcement Administration (DEA), Office of Inspector General (OIG), Federation of State Medical Boards (FSMB), and others. For those sources that are not able to have an electronic verification interface, the system must allow for manual verification. In addition, the system must accommodate criminal background information, which will be updated manually. Credential verification outcomes will be able to be viewed and edited (as necessary) by particular administrators.

4. Volunteer Alerting and Activation

The primary function of the service is to register, verify, track and notify volunteers for activation. The service must be able to associate contact information with each user's account and to allow administrators to use that information to send general messages to users and activation alerts to accepted volunteers. Because activation alerts may be sent as a response to emergency situations a variety of communication methods are desirable. Services with more methods of contact will be rated higher. In addition, the service must also be capable of accepting files, either uploaded or from the document library, as attachments to email messages.

When sending messages or activation alerts administrators must be able to filter and sort user accounts in a variety of ways including information contained from the users' profile. Filtered accounts must then be presented to an administrator for sorting and selection.

Messages and alerts should include a title and message to be sent. Services that allow for scheduled, formatted messaging with response options and the ability to create and save templates will be rated higher. The service should also make a record of all messages sent including information on the sender, the time sent, the content and the recipients. These records should be available for later analysis. Services with methods that allow for efficient methods in organizing and reviewing sent messaging will be rated higher.

5. Mission Tracking

The service must be able to track and report on mission activations, assigning each at minimum a title, description, and status. The service must be able to track and report on volunteers' status for specific missions from pre-deployment through demobilization; linked to Volunteer Badging. Each mission must be able to be assigned to a status including at least three (3) stages: active, closed, and archived.

6. Volunteer Badging

The service must include, or have access to, a module for the creation, management, and printing of volunteer badges. The cost of this module must be included in the total bid. This module must allow administrators to create badges for a subset or all of the accepted volunteers both before activation and on site during activation. The service must allow for the inclusion of barcode elements and photos on the badge. The service must allow for the creation of a file or files containing the content necessary for the printing of the selected badges utilizing standard computers (Windows, Mac or Linux based), common software (i.e. Microsoft Word, Libre Office Writer, Adobe Reader, Internet Explorer, MS Paint, etc.). The Bidder is not required to provide the necessary computers, badge printing software, or printing hardware and materials.

7. Document Library

The service must support a document library capable of storing documents and files which may be accessed by users and BETP staff. The service must be capable of accepting all standard document and file types and of hosting thousands of such files. The service must be capable of organizing these files and documents into useful groupings for ease of access. Users must be allowed to view and download these documents based on permission levels assigned by administrators.

The document library should accommodate most common document and file types. The current total storage limit is set at 10GB and more would be desirable. In addition it desirable to have the capacity for storing files up to 150MB in size. Services which can provide these capabilities will receive higher weighting during evaluations.

Site members should be presented with those files which their account type, organization, or unit has been granted access to view. Administrators should be presented with all files and folders accessible to their assigned organization or unit and should be able to manage those files and folders. Administrators should have full access to view and manage all file and folders. File and folder management capabilities should include setting user and organization/unit level permissions, the creation and deletion of folders, the addition or deletion of files, and the ability to run reports against the document library.

8. Administrative Tools

The service must contain a set of administrative and reporting tools. These tools must include these capabilities:

- a. *Management of Portal Content and Settings:* Allow the BETP administrators to configure values for selection lists, various page and function default settings, communications settings such as first contact method used and number of contact attempts, along with various other system settings as needed.
- b. *Management of User Information:* Allow the administrators to access user profile information, to reset passwords and security codes, set accepted/rejected status, and to perform other maintenance functions.

- c. *Management of User Groups*: Allow administrators to review and update user permission levels and organization assignments.
- d. *Management of System Reminders*: Allow the administrators to configure settings dealing with profile and password expiration reminders.
- e. *Management of Volunteer Missions*: Allow the administrators to establish and assign status (pending, active, and closed) to volunteer activations, to assign volunteers to these activations, and to track and move volunteers between missions.
- f. *Management of the Badging Module*: Allow for the customization and control of the elements printed to the badges by BETP staff including, but not limited to name, photo, graphic, incident, expiration, access level, responder type (medical, non-medical), responder organization/group, and any other useful information associated with user accounts or with an activation.
- g. *User Reporting*: Generate various reports on user information by BETP staff including total users, user names, contact methods, medical responder status, certification status, associated specialties and other information, agreement to federal activation, user permission levels, expired account information, and assigned site permissions.
- h. *User Group Reporting*: Generate various reports on responder type and group information including medical responder grouping, user group assignments, users not assigned to a group, accepted/rejected users, and group based site permissions by BETP staff.
- i. *Alert Reporting*: Generate various reports on alerts sent including the number and details of alerts sent within a given time period, and user and group recipients by BETP staff.
- j. *Volunteer Mission Reporting*: Generate various reports on activations including activations between specific periods of time, activations by status, and volunteers assigned to activations by BETP staff.
- k. *Document Library Reporting*: Generate various reports on the content of the document library including a list of materials, total and specific file sizes, document age, assigned document permissions, and documents by folder structure (if any) by BETP staff.
- l. *Badge Reporting*: Generate various reports on the badging module including badges printed, expired badges, active badges per volunteer, and other relevant information by BETP staff.
- m. *Ticket Tracking System*: A ticket system accessible to system administrators capable of tracking system maintenance and issue related matters such known bugs, site glitches, service outages, etc. by BETP staff.
- n. *Ticket System Reporting*: The ticket system must be capable of generating reports by BETP staff that include information such as the status of a given ticket or all tickets, along with notes on the request and the steps that have been taken.
- o. *Quality Assurance Reporting*: BETP staff should be able to generate and export reports to assist in managing data quality in the service. Reports should include queries that will generate spreadsheets listing users who have never logged, users who have not logged in to the service for over a selected time period, users who need role assignments, and users who don't acknowledge messages when alerted.

These administrative tools will be used as part of a BETP managed Quality Assurance (QA) program which ensures the integrity of the data and accuracy of the service.

Capabilities for Alteration and Update

These deliverables are not all inclusive. The subscription service(s) must have the capability to be updated or enhanced in order to meet new Federal and/or State requirements. These new requirements will be identified through individual statements of work and will be issued as a contract amendment, as needed.

1.30 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

The Contractor will identify all staff assigned to perform the terms and conditions of the statement of work. The Contractor will include the names, titles, and roles of assigned staff. In addition, the Contractor will identify where the assigned staff will be located and provide contact information including phone numbers.

The Contractor will provide a Project Manager to work closely with the designated personnel from the State to ensure a smooth transition to the new service. The Project Manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by the State. The Contractor's Project Manager responsibilities will include, at a minimum:

- Manage all defined Contractor responsibilities within the Scope of Work and Deliverables above.
- Review all project deliverables and provide feedback.
- Develop a project plan and schedule, and update both as needed.
- Prepare project documents and materials as needed and provide to BETP.
- Utilize any appropriate change control procedures for alterations to the project.
- Serve as the oversight for all project issues.
- Report project status and give feedback to BETP.
- Manage and report on the project's budget.

- Escalate project risks, issues, and other concerns to BETP.
- Proactively propose/suggest options and alternatives for consideration.
- Coordinate and oversee the day-to-day activities of the Contractor's project team.
- Manage Contractor's subcontractors, if any.

1.40 Project Plan

1.041 Project Plan Management

Contractor is required to present a project management plan. The plan should identify methods, tools and processes which will be used to oversee the project, to address any issues or changes as they may arise, and to keep the appropriate parties apprised of progress.

A. Performance Review Meetings

1. The State will require the Contractor to attend meetings yearly to review the Contractor's performance under the Contract.
2. The meetings will be held either in Lansing, Michigan or by teleconference as mutually agreed upon between the State and Contractor.
3. The State shall bear no cost for the time, travel, or expenses of the Contractor in attendance of these meetings.

B. Project Control

1. The Contractor will carry out this project under the direction and control of DHHS/BETP.
 - a. The Contractor will use an automated tool for planning, monitoring and tracking the Contractor's progress and the work of any Contractor personnel spent performing services under the Contract.
 - b. Contractor shall use automated project management tools, as necessary in order to perform the cited services throughout the life of the Contract, which shall include the capability to produce:
 - i. Staffing tables (charts) with the names of personnel assigned to Contract tasks.
 - ii. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all services to be performed within the next sixty (60) calendar days) with updates made semi-monthly.
 - iii. Updates must include actual time spent on each task and a revised estimated time to completion.
 - iv. Graphs or diagrams showing critical events, dependencies and decision points during the course of the Contract.
 - v. Any tool(s) used by the Contractor for such purposes must produce information of a type and format, and produced in such a manner, which will support reporting requirements in compliance with the State's standards to the extent that such standards are described with reasonable detail in the Statement of Work or elsewhere in this Contract.

1.042 Reports

Reporting formats must be submitted to the State's Program Manager for approval within 15 business days after the execution of the Contract. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the Contract. Changes to reporting formats may be requested by the State or BETP and will follow the standard guidelines for changes to the project(s).

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the services provided under the Statement of Work:

A. Implementation:

- Implementation of a secure web-based subscription service
- Consultation with State personnel who will be working with the services Contractor to transfer information from existing databases and including interfaces and data conversion.
- All training manuals, training plans and other documentation provided.

B. Subscription Services:

- HAN Program Service Requirements
- ESAR-VHP Service Requirements

C. Training and 24/7/365 Support Services:

- Help desk support must be available from 8:00 a.m. – 5:00 p.m. EST, Monday through Friday with escalation as necessary to senior State staff, and then to State higher management and/or senior management.
- Calls for service will be returned within one (1) hour.
- Emergency assistance is available 24 hours a day, seven (7) days a week, at no additional cost to the State.
- A web-enabled help desk interface is provided at no additional cost.
- Training and user manuals.

D. Other Services:

The subscription service must have the capability to be enhanced to meet new Federal or State requirements. The new requirements will be identified through individual Statements of Work and will be issued as needed as a Contract amendment.

1.052 Final Acceptance

Final acceptance will occur when the project is completed and functioning according to all of the requirements listed in the Statement of Work.

1.060 Proposal Pricing

1.061 Proposal Pricing

For authorized services and price lists, see Attachment A. Pricing is to be yearly subscription charge for all services and fees. Pricing must be all inclusive and contain a fixed cost for all usage fees (including domain registrations, certificate costs, telephone charges, etc.). See Appendix C and F for the current, average usage statistics for the MIHAN and Registry.

No travel time or expenses related to travel will be reimbursed. This includes travel costs related to training provided to the State by Contractor.

1.062 Price Term

Prices quoted are firm for the entire length of the Contract.

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly the State, the State is exempt from State and Local Sales Tax. Prices must not include taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if purchases are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 – Holdback – Deleted, Not Applicable

1.070 Additional Requirements

1.071 Additional Terms and Conditions Specific to this Contract

- A. The Contractor agrees to work cooperatively with the Agency Program Manager.
- B. Under no circumstances will the Contractor represent him or herself as an employee of the BETP.
- C. The Contractor agrees that he/she will not, at any time either during or after the terms of this Contract, reveal, divulge, or make known to any person, firm or corporation any confidential information whatsoever in connection with BETP or its consumers. The Contractor may disclose confidential information in accordance with legal requirements.
- D. The Contractor assures to have no personal or financial interest and will not acquire any such interest, direct or indirect, which would conflict with any manner of degree with the performance of the services under the Contract. The Contractor further assures that in the performance of this Contract, no persons having such interest will be employed. The Contractor further assures that no officer, member or employee of the State or no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, has any personal or financial interest, direct or indirect, in this Contract or in the proceeds thereof.



Intermedix Contact:
 Elaine Schweitzer
 Phone: 414-721-9704
 Email: elaine.schweitzer@intermedix.com

Quote Number: 00005939		Quote Date: 4/26/2017	
Quote for Intermedix Maintenance 1/1/18 - 5/31/19		Quote Expires: 6/25/2017	
Quote To	Michigan Department of Community Health (MDCH), MI 3423 N Martin Luther King Jr Blvd Lansing, MI 48909	Ship To	Michigan Department of Community Health (MDCH), MI
Contact	Patrick Guysky (517) 335-9018 guyskyp1@michigan.gov		

Thank you for your support of Intermedix products and services. If you are ready to proceed with a purchase order, please send to your Intermedix contact listed above. We look forward to working with you and your staff!

Quotes issued in US Dollars. Items not manufactured by Intermedix are subject to change. Substitutes will be provided for customer consideration and approval.

PROPOSAL

Software Support				
Product Code	Item Description	Qty	Unit Price	Ext. Price
SWMA-ASP-RMS	CORES RMS License Maintenance 17-Month Maintenance (1/1/18-5/31/19), Multi-Product Discount Applied	1	\$69,948.33	\$69,948.33
SWMA-ASP-HAN	CORES Health Alert Network (HAN) Maintenance 17-Month Maintenance (1/1/18-5/31/19), Multi-Product Discount Applied	1	\$253,923.06	\$253,923.06
Sub-Total				\$323,871.39

Software and Services				
Product Code	Item Description	Qty	Unit Price	Ext. Price
SW-SaaS-ANS-EMN-Telecomin	CORES Telephone Minutes 17-Month Maintenance (1/1/18-5/31/19), Multi-Product Discount Applied	1	\$12,041.67	\$12,041.67
Sub-Total				\$12,041.67

Total: \$ 335,913.06



Intermedix Contact:
Elaine Schweitzer
Phone: 414-721-9704
Email: elaine.schweitzer@intermedix.com

**Quote for Intermedix Maintenance 1/1/18 - 5/31/19 for Michigan Department of Community Health
(MDCH), MI**



Collaborative Fusion, Inc. an Intermedix Company

Intermedix Contact:
Elaine Schweitzer
Phone: 414-721-9704
Email: elaine.schweitzer@intermedix.com

Quote Number: 00005834		Quote Date: 3/30/2017	
Quote for Accela Integration		Quote Expires: 5/29/2017	
Quote To	Michigan Department of Community Health (MDCH), MI 3423 N Martin Luther King Jr Blvd Lansing, MI 48909	Ship To	Michigan Department of Community Health (MDCH), MI
Contact	Virginia Zimmerman (517) 335-8268 zimmermanv@michigan.gov		

Thank you for your support of Intermedix products and services. If you are ready to proceed with a purchase order, please send to your Intermedix contact listed above. We look forward to working with you and your staff!

Quotes issued in US Dollars. Items not manufactured by Intermedix are subject to change. Substitutes will be provided for customer consideration and approval.

PROPOSAL

Software and Services				
Product Code	Item Description	Qty	Unit Price	Ext. Price
SS-ASP-RMS-LicBoardIntSetUp	CORES RMS Custom/State Licensure Board Integration - Setup + Year 1 Maintenance Accela Integration	1	\$5,250.00	\$5,250.00
		Sub-Total		\$5,250.00

Total: \$ 5,250.00

Quote for Accela Integration for Michigan Department of Community Health (MDCH), MI



ESI Acquisition, Inc. an Intermedix Company

Intermedix Contact:
Cindy Shaulis
Phone:
Email: cindy.shaulis@intermedix.com

Quote Number: 00004457		Quote Date: 4/15/2016	
Updated Quote for MI EMS Board Integration		Quote Expires: 6/14/2016	
Quote To	Michigan Department of Community Health (MDCH), MI 3423 N Martin Luther King Jr Blvd Lansing, MI 48909	Ship To	Michigan Department of Community Health (MDCH), MI
Contact	Virginia Zimmerman (517) 335-8268 zimmermanv@michigan.gov		

Thank you for your support of Intermedix products and services. If you are ready to proceed with a purchase order, please send to your Intermedix contact listed above. We look forward to working with you and your staff!

Quotes issued in US Dollars. Items not manufactured by Intermedix are subject to change. Substitutes will be provided for customer consideration and approval.

PROPOSAL

Software and Services				
Product Code	Item Description	Qty	Unit Price	Ext. Price
SS-ASP-RMS-LicBoardIntSetup	CORES RMS Custom/State Licensure Board Integration - Setup + Year 1 Maintenance MI EMS Board Integration + Year 1 Maintenance	1	\$3,800.00	\$3,800.00
Sub-Total				\$3,800.00

Software Support				
Product Code	Item Description	Qty	Unit Price	Ext. Price
SSMA-ASP-RMS-LicBoardIntSetup	CORES RMS Licensure Board Integration Maintenance MI EMS Board Integration Annual Maintenance after Year 1	1	\$380.00	\$380.00
Sub-Total				\$380.00

Total: \$4,180.00



ESi Acquisition, Inc. | an Intermedix Company

Intermedix Contact:
Cindy Shaulis
Phone:
Email: cindy.shaulis@intermedix.com

**Updated Quote for MI EMS Board Integration for Michigan Department of Community Health
(MDCH), MI**

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 9
 to
 CONTRACT NO. 071B9200106
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Emsystem, Llc 111 West Pleasant Street Milwaukee WI, 53214	Nicole Cawley	Nicole.Cawley@intermedix.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(954) 334-0813	*****6403

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DHHS	Dunn, Kevin	517-335-5096	dunnk3@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Joshua Wilson	(517) 284-7027	WilsonJ31@michigan.gov

CONTRACT SUMMARY				
DESCRIPTION: Emresource User Agreement				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 16, 2009	December 31, 2011	4 - 1 Year	June 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
None				

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	2 Years, 11 Months	May 31, 2019
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,967,714.00		\$ 1,634,000.00	\$5,601,714.00	

DESCRIPTION: Effective July 1, 2016, the Contract is hereby increased by \$1,634,000.00 and extended two (2) years, eleven (11) months. The revised Contract expiration date is May 31, 2019.

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

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 8
 to
 CONTRACT NO. 071B9200106
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Emsystem, Llc 111 West Pleasant Street Milwaukee WI, 53214	Nicole Cawley	Nicole.Cawley@intermedix.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(954) 334-0813	*****6403

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DHHS	Dunn, Kevin	517-335-5096	dunnk3@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Joshua Wilson	(517) 284-7027	WilsonJ31@michigan.gov

CONTRACT SUMMARY				
DESCRIPTION: Emresource User Agreement				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 16, 2009	December 31, 2011	4 - 1 Year	May 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
None				

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 Month	June 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,967,714.00		\$0.00	\$3,967,714.00	
DESCRIPTION: Effective June 1, 2016, the Contract is hereby extended one (1) month. The revised Contract expiration date is June 30, 2016.				
Please note that the Buyer/CA has been updated to Joshua Wilson.				
All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement, and per DTMB Procurement approval.				

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

CHANGE NOTICE NO. 7
 to
CONTRACT NO. 071B9200106
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
EMSystem, LLC 111 West Pleasant Street Milwaukee WI, 53214	Meredith Clark	Meredith.clark@intermedix.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(414) 721-9713	6403

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DHHS	Kevin Dunn	517-335-5096	dunnk3@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Will Camp	(517) 284-7022	campw@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Emresource User Agreement			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4 - 1 Year	December 31, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	5 Months	5/31/2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,757,714.00		\$ 210,000.00	\$3,967,714.00	
DESCRIPTION: Effective 9/30/2015 this contract is Extended 5 months and is Increased by \$210,000.00. The revised contract expiration date is 5/31/2016. All other terms, conditions, specifications and pricing remain the same. Also the Contract Administrator has been changed to Will Camp Per vendor and agency agreement and DTMB Procurement approval.				

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

CHANGE NOTICE NO. 6
 to
CONTRACT NO. 071B9200106

between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
EMSystems, LLC 111 West Pleasant Street, Suite 202 Milwaukee, WI 53212	Meredith Clark	Meredith.clark@intermedix.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(414) 721-9713	6403

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DCH	Kevin Dunn	517-335-5096	Dunnk3@michiagn.gov
CONTRACT ADMINISTRATOR	DTMB	Lance Kingsbury	517-284-7017	kingsburyl@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: EMResource User Agreement – Department of Community Health			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4, 1 Year Options	December 31, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$3,607,714.00	\$150,000.00	\$3,757,714.00		

DESCRIPTION:
 Effective April 28, 2015, this contract is hereby increased by \$150,000.00. The revised pricing is also incorporated into this contract. (see following pricing sheet)
 All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on April 30, 2015.

Change Notice Number: 6

Contract Number: 071B9200106

Products	Revised Annual Pricing
EMResource	\$226,744.15
EMTrack	\$204,428.65
eHICS	\$113,372.07
Total	\$544,544.87

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

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B9200106
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
EMSystems, LLC 111 West Pleasant Street, Suite 202 Milwaukee, WI 53212	Meredith Clark	Meredith.clark@intermedix.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(414) 721-9713	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH	Kevin Dunn	517-335-5096	Dunnk3@michiagn.gov
BUYER	DTMB	Lance Kingsbury	517-284-7017	kingsburyl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: EMResource User Agreement – Department of Community Health			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4, 1 Year Options	December 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	December 31, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$470,000.00		\$3,607,714.00		
Effective September 30, 2014, contract utilizes an option year; new contract end date is December 31, 2015. Contract is also increased by \$470,000.00. Please note that the CCI has been changed to Kevin Dunn, see above for contact information. All other terms, conditions, specifications, and pricing remain the same. Per agency request, DTMB approval, and the approval of the State Administrative Board dated September 30, 2014.				

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

May 31, 2013

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B9200106
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
EMSystems, LLC 135 South 84 th Street, Suite 150 Milwaukee, WI 53214	Meredith Keller	mkeller@emsystems.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(414) 721-9713	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH	Greg Rivet	517-335-5096	rivetg@michigan.gov
BUYER	DTMB	Lance Kingsbury	517-241-3768	kingsburyl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: EMResource User Agreement – Department of Community Health			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2009	December 31, 2011	4, 1 Year Options	December 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	December 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$250,000.00		\$3,137,714.00		

Effective immediately, this Contract is hereby utilizing the third option year. The new contract end date is December 31, 2014. This Contract is also INCREASED by \$250,000.00. \$34,370.00 of the funds added are to purchase barcode scanners to us with patient tracking module via grant funding that expires June 30, 2013. The scanners will be distributed and utilized at Michigan's eight (8) regional healthcare coalitions as part of disaster/emergency preparedness plans. Please see the attached for scanner pricing.

All other terms, conditions, specifications, and pricing remain the same.

Per agency request, DTMB approval, and the approval of the State Administrative Board dated May 21, 2013.



March 29, 2013
 Kevin Chau
 Michigan Department of Community Health

ATTN: Max Wippich
 135 South 84th Street, Suite 150
 Milwaukee, WI 53214
 Phone: 414.721.9729 Fax 414.721.9629
 Email: max.wippich@Intermedix.com
 PRICING PROPOSAL VALID FOR 30 DAYS

Intermedix EMSystems Itemized Pricing Proposal for EMTrack SaaS and EMTrack Hardware

Service/Quantity	Description	Unit Price	Initial Cost	Annual Recurring Cost
105	EMTrack DS6707-HC Series USB Tethered Scanner Only > Plug-and-Play USB Operation > Hygenic, disinfectant ready scanner housing, designed for use in Healthcare. > Decodes 1D (Triage Tags, Wristbands, EHR) Barcodes and 2D (PDF417, Drivers License Demographic) Barcodes > Compatible with EMTrack Desktop (Purchased Separately) and the EMTrack ASP Website	\$460.00	\$48,300.00	-
Subtotal for			\$48,300.00	\$0.00
Shipping			\$245.00	-
Strategic Partner Volume Discount			(\$14,175.00)	-
Grand Total			\$34,370.00	\$0.00

*Customer is responsible for any and all applicable state and local sales, use or similar gross receipt transactional taxes attributable to this quote/bid/etc.. If EMSystems (Global Secure Systems, Collaborative Fusion, Inc.) is subsequently required by any state, county, municipality or other similar local government entity or organization to pay any additional sales, use or similar gross receipt transactional taxes as well as any related interest and/or penalties attributable to this quote/bid/etc., EMSystems (Global Secure Systems, Collaborative Fusion, Inc.) will invoice Customer and Customer will pay EMSystems (Global Secure Systems, Collaborative Fusion, Inc.) for such taxes, interest, and/or penalties within thirty days of receipt of the invoice by the Customer.

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

May 18, 2012

CHANGE NOTICE NO.3

to

CONTRACT NO. 071B9200106

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
EMSystems, LLC 135 South 84 th Street, Suite 150 Milwaukee, WI 53214	Meredith Keller	mkeller@emsystems.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(414) 721-9713	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DCH	Barb Bidagare	(517) 335-9026	
BUYER:	DTMB	Lance Kingsbury	(517) 241-3768	kingsburyl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: EMResource User Agreement – Department of Community Health			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
	January 16, 2009	December 31, 2011	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:	
OPTION EXERCISED: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	IF YES, NEW EXPIRATION DATE: December 31, 2013
This contract is hereby EXTENDED to December 31, 2013 and INCREASED by \$1,400,000.00. See attached for module pricing. All other terms, conditions, pricing and specifications remain the same. Per agency request, DTMB Procurement approval and State Ad Board approval on April 24, 2012.	
VALUE/COST OF CHANGE NOTICE:	\$1,400,000.00
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$2,887,714.00



Wednesday, May 16, 2012

Office of Public Health Preparedness
 Michigan Department of Community Health
 201 Townsend Street
 Lansing, MI 48913

Sam Klietz

135 South 84th Street, Suite 150
 Milwaukee, WI 53214
 Phone: 414.721.9731 Fax 414.721.9631
sam.klietz@intermedix.com

QUOTATION: EMTrack/HICS
 Version 02

PRICING PROPOSAL VALID FOR 60 DAYS

EMSystems Itemized Pricing Proposal for EMTrack Software as a Service

Service/Quantity	Description	Unit Price	First-Year Cost	Annual Subscription
9,883,640	EMTrack Software-as-a-Service > Electronic patient tracking for all-scale emergencies. Tracking patient movements from initial assessment through disposition for hospital evacuation, event management, mass casualty events, and family reunification. > Based upon 2010 census.gov population estimates of 9,883,640 people at \$0.04/capita/year for the State of Michigan > Supports an unlimited number of users within the covered population > Annual Subscription Fee > Includes ongoing unlimited 24/7/365 live tech support and troubleshooting	\$0.04	\$395,345.60	\$395,345.60
1	EMTrack Implementation and Training (For Region 6) > 2 site visits including travel & expenses <ul style="list-style-type: none"> o One kick-off meeting o One on-site train-the-trainer session o One Regional Configuration of EMTrack ASP > Additional training provided using web-based training > Project review and status updates provided as conference calls	\$20,000.00	\$20,000.00	\$0.00
EMTrack SaaS, Implementation & Training Subtotal:			\$415,345.60	\$395,345.60

EMTrack Device Software Maintenance on Client-Provided Hardware

Service/Quantity	Description	Unit Price	First-Year Cost	Annual Subscription
15	EMTrack Mobile Software > No cost one for one swap of Region 6 UPS Tracking Software residing on all EMTrack Mobile compatible handheld tracking devices with waived software maintenance fees > In the event current Region 6 devices are not compatible, EMSystems will offer a discounted rate on the purchase of replacement hardware.	\$695	\$10,425.00	\$2,250.00
Unlimited	EMTrack Desktop Software > Unlimited EMTrack Desktop Licenses, Statewide, at no additional cost with waived maintenance fees	\$695	\$0.00	\$0.00
360	EMTrack Client Software Maintenance > Existing Statewide Annual Maintenance, Support and Software Updates for -One Windows Mobile-Based EMTrack Handheld device -or- -One EMTrack Desktop Client Software License	\$150.00	\$54,000.00	\$54,000.00
EMTrack Client Software and Maintenance Subtotal:			\$64,425.00	\$56,250.00
Statewide EMTrack (SaaS and Client Software) Subtotal:			\$479,770.60	\$451,595.60

EMSystems Itemized Pricing Proposal for EMResource - Hospital ICS

Service/Quantity	Description	Unit Price	First-Year Cost	Annual Subscription
9,883,640	EMResource Hospital - ICS Software-as-a-Service > Incident Command System solution providing intelligent tools and resources to plan for, respond to and recover from all scale and types of incidents. > Based upon 2010 census.gov population estimates of 9,883,640 people at \$0.04/capita/year for the State of Michigan. Concurrent use of EMResource and HICS grants a 50% discount on the HICS solution. > NIMS compliant and assists with The Joint Commission requirements for the Emergency Management Chapter. > Includes, secure Library and Document Management, IRG Builder, Contact Management, Notification and Response Tracking, Incident Command Dashboard for ICS positions, Report Generator for After Action Reporting, and Incident Storage. > Includes annual access fees for Telecommunications resources (GS Comm) > Discont pricing is contingent upon concurrent licensing of EMResource > Supports an unlimited number of users within the covered population > Annual Subscription Fee > Includes ongoing unlimited 24/7/365 live tech support and troubleshooting	\$0.02	\$197,672.80	\$197,672.80
1	EMResource Hospital - ICS SaaS - Standard Implementation & Training > Includes 1 week (5 consecutive days) of onsite training -One on-site train-the-trainer session for each region (with some region trainings being combined if possible) > Business Rules and Implementation of Primary, Backup, and Training sites. > 24x7x365 HelpDesk Support for Application & System Administrators	\$20,000.00	\$20,000.00	\$0.00
Based on Actual Usage	Hospital - ICS SaaS - Telecommunications Charges > Telecommunications charge of \$0.13 per minute, billable to client > Estimated use of 700 minutes per hospital, per year, based on 1 test, 1 actual event, and 2 drills per year.	\$0.13/Minute	Based on Actual Usage	Based on Actual Usage
EMResource Hospital-ICS Subtotal:			\$217,672.80	\$197,672.80

Grand Subtotal:		\$697,443.40	\$649,268.40
22% product discount (applied to EMTrack and HICS SaaS)		(\$130,464.05)	(\$130,464.05)
Region 6 EMTrack Implementation Discount:		(\$20,000.00)	n/a
Region 6 No Cost EMTrack Mobile Licenses		(\$10,425.00)	(\$2,250.00)
Unlimited EMTrack Desktop Licenses		Variable	Variable
Client Software Maintenance Discount		(\$54,000.00)	(\$54,000.00)
Training and implementation Discount		(\$20,000.00)	n/a
Grand Total for EMTrack and EMResource Hospital-ICS:		\$462,554.35	\$462,554.35

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

June 23, 2011

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B9200106
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR EMSystems, LLC 135 South 84th Street, Suite 150 Milwaukee, WI 53214 mkeller@emsystems.com	TELEPHONE (414) 721-9713 Meredith Keller
	BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: Barb Bidigare (517) 335-9026 EMResource User Agreement – Department of Community Health	
CONTRACT PERIOD: From: January 16, 2009 To: December 31, 2012	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **EXTENDED** to December 31, 2012. Please also note that the buyer has been changed to Lance Kingsbury.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor agreement and DTMB Purchasing Operations' approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,487,714.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 21, 2009

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B9200106
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR EMSystems, LLC 135 South 84th Street, Suite 150 Milwaukee, WI 53214 mkeller@emsystems.com	TELEPHONE (414) 721-9713 Meredith Keller
	BUYER/CA (517) 373-1080 Melissa Castro
	Contract Compliance Inspector: Barb Bidigare (517) 335-9026 EMResource User Agreement – Department of Community Health
CONTRACT PERIOD: From: January 16, 2009 To: December 31, 2011	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **INCREASED** by \$1,104,714.00.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 9/3/09), Ad Board approval on 10/16/09, and DMB/Purchasing Operations' approval.

REVISED CURRENT2 AUTHORIZED SPEND LIMIT: \$1,487,714.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

February 3, 2009

NOTICE
 TO
 CONTRACT NO. 071B9200106
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (414) 721-9713 Meredith Keller	
EMSystems, LLC 135 South 84th Street, Suite 150 Milwaukee, WI 53214 mkeller@emsystems.com			
		BUYER/CA (517) 373-1080 Melissa Castro	
Contract Compliance Inspector: Barb Bidigare (517) 335-9026 EMResource User Agreement – Department of Community Health			
CONTRACT PERIOD: From: January 16, 2009 To: December 31, 2011			
TERMS		SHIPMENT	
N/A		N/A	
F.O.B.		SHIPPED FROM	
N/A		N/A	
MINIMUM DELIVERY REQUIREMENTS N/A			

Current Authorized Spend Limit: **\$383,000.00**

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B9200106
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR EMSystems, LLC 135 South 84th Street, Suite 150 Milwaukee, WI 53214 <div style="text-align: right;">mkeller@emsystems.com</div>	TELEPHONE (414) 721-9713 Meredith Keller BUYER/CA (517) 373-1080 Melissa Castro
Contract Compliance Inspector: Barb Bidigare (517) 335-9026 EMResource User Agreement – Department of Community Health	
CONTRACT PERIOD: From: January 16, 2009 To: December 31, 2011	
TERMS <div style="text-align: center;">N/A</div>	SHIPMENT <div style="text-align: center;">N/A</div>
F.O.B. <div style="text-align: center;">N/A</div>	SHIPPED FROM <div style="text-align: center;">N/A</div>
MINIMUM DELIVERY REQUIREMENTS <div style="text-align: center;">N/A</div>	
MISCELLANEOUS INFORMATION: <div style="text-align: center;"> Current Authorized Spend Limit: \$383,000.00 </div>	

FOR THE CONTRACTOR: <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> EMSystems, LLC Firm Name </div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Authorized Agent Signature </div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Authorized Agent (Print or Type) </div> <div style="text-align: center; border-bottom: 1px solid black;"> Date </div>	FOR THE STATE: <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Signature Melissa Castro, CPPB, Buyer Manager </div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Name/Title Services Division, Purchasing Operations </div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Division </div> <div style="text-align: center; border-bottom: 1px solid black;"> Date </div>
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TERMS AND CONDITIONS

This Contract (the "Contract") is entered into and effective as of January 16, 2009, by and between the STATE OF MICHIGAN located at 530 West Allegan, Lansing, MI, 48808, and EMSYSTEMS, LLC, a Wisconsin limited liability company located at 135 South 84th Street, Suite 150, Milwaukee, Wisconsin 53214 ("EMS" and, together with the State (as herein defined), each a "Party" and collectively the "Parties").

This Contract is issued by the Department of Management and Budget, Purchasing Operations and the Department of Community Health (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is: Melissa Castro, State of Michigan, Purchasing Operations, 530 West Allegan, Lansing, MI 48808.

EMS will provide to the State (i) an application that provides real-time communication and resource management that enhances emergency preparedness and response to medical emergencies, mass casualty events and public health incidents, from any personal computer or wireless device with an Internet connections and a web browser; (ii) an unlimited number of Authorized Users within the covered population; (iii) remote access to EMS' related services; (iv) Use of the System and any Implementation Services and Training Services as set forth on Schedule 2; (v) provide Help Desk Support from EMS' Customer Service 24/7/365; (vi) provide web-based trainings for Regional Administrators and local users; and (vii) support HAVE Standard.

EMS will be expected to update annual workplans (Modules, Services and Fees Schedule) for each identified EMResource module or Service set forth on Schedule 2, and such updated annual workplans will be delivered to the State's project manager for comments and approvals prior to implementation of the workplan. EMS will be responsible for delivering to the State monthly newsletters that will contain information on updates, system downtimes, ongoing development, etc. In addition, EMS will be available for conference calls (during normal business hours and upon reasonable notice) with the State as needed to discuss upgrades, system functionality, problem solving, etc. EMS should also conduct an annual user group conference (at the Contractor's headquarters). Any variations from the approved plans mentioned in this section shall be approved in writing by each Party, and EMS agrees to propose the remedy and the new deadline date, if applicable.

RECITALS

A. EMS has applications that provide resource management, patient tracking, and credentialing solutions that enhance emergency preparedness and response to medical emergencies, mass casualty events and public health incidents.

B. EMS desires to provide to the State and its Authorized Users, and the State desires, on behalf of its Authorized Users, to obtain from EMS, remote access to EMS related services.

AGREEMENTS

In consideration of the Recitals and agreements that follow, the Parties agree as follows:

1. Definitions. Unless defined elsewhere in this Contract, capitalized terms used in this Contract will have the meanings set forth in Schedule 1.

2. System Access and Services.

(a) System Access. Subject to the T&Cs and this Contract and upon payment of all Fees due hereunder, EMS hereby grants to the State and each Authorized User a limited, non-exclusive, non-transferable right to Use the System during the Term.



(b) User Equipment. The State shall obtain, operate, support and maintain all User Equipment, at its sole expense.

(c) Services. EMS will provide the State with use of the System and any Implementation Services and Training Services as set forth on Schedule 2. EMS shall perform such other services and provide such other modules as the Parties may mutually agree in writing by executing a revised or amended Schedule 2 specifying the services, modules and all applicable fees.

3. Acceptance Criteria; Initial Acceptance Testing.

(a) Acceptance Criteria. The State and EMS will jointly develop written acceptance criteria of the System. If the Parties fail to jointly develop written acceptance criteria within thirty (30) days of the Effective Date, then the Parties agree that the acceptance criteria shall be the acceptance criteria as set forth on Schedule 3 (any and all of the foregoing, the "Acceptance Criteria").

(b) Initial Acceptance Testing. EMS will notify the State when the System is ready to test, and the State and EMS will jointly test the System, utilizing jointly agreed upon testing protocols, to determine whether the System substantially complies with the Acceptance Criteria.

(i) If, during such testing period, the State determines that the System complies with the Acceptance Criteria, the State shall provide written notice to EMS stating the System complies with the Acceptance Criteria and the State has accepted the System.

(ii) If, during such initial testing period, the State reasonably determines that the System fails to substantially comply with the Acceptance Criteria, then the State shall so notify EMS by written notice within thirty (30) days from the date EMS notified the State that the System was ready to test. Such written notice shall: (A) specify the deficiencies in detail; and (B) which modules or services (as set forth on Schedule 2) of the System did not substantially comply with the Acceptance Criteria. Upon receipt of such notice from the State, EMS will have sixty (60) days to make the necessary modifications to the System so as to cause it to substantially comply with the Acceptance Criteria and EMS will provide written notice to the State when the System is ready to be reevaluated. The State shall then have ten (10) days from the date of receipt of such notice to test and reevaluate the System. Unless the Parties mutually otherwise agree, this reevaluation process whereby EMS modifies the System and provides written notice to the State that the System is ready to be reevaluated shall be repeated not more than three times. If the System does not substantially comply with the Acceptance Criteria after three (3) reevaluations, then the State shall have the right to terminate the Agreement by providing written notice to EMS (subject to the provisions and limitations set forth in section 3(b)(iii)) and the State shall be responsible for all payments due to EMS as described on Schedule 2, except for any individual modules or services (as set forth on Schedule 2) that does not substantially comply with the Acceptance Criteria (subject to the provisions and limitations set forth in section 3(b)(iii)).

(iii) If the State: (A) fails to give EMS written notice of any deficiencies during the times provided above in this section 3(b) for any reason; or (B) the State Uses the System in a live commercial application environment, then the State shall be deemed to have accepted the System. Upon acceptance by the State, whether by affirmative acceptance or by its failure to provide written notice that the System does not substantially comply with the Acceptance Criteria during the above time frames, the State shall become responsible for all payments due to EMS as described on Schedule 2.

4. Fees; Payments.

(a) Fees. As consideration for Use of the System and the services provided by EMS under this Contract, the State shall pay to EMS the Fees. EMS shall provide an invoice to the State for all Fees incurred by the State as set forth on Schedule 2. Invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt of the invoice by the State, provided the invoice was authorized pursuant to this Contract.

(b) Adjustment. EMS may adjust the amount of any and all Fees upon 90 days' prior written notice to the State.



(c) Expenses. EMS' out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse EMS for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.

(d) Overdue Payments. If the State fails to pay to EMS any Fees as and when such Fees are due in accordance with 3(a) above EMS may suspend all Use of the System and the performance of any other services which EMS is then performing for the State.

5. State and Authorized User Responsibilities.

(a) Operational Responsibilities. During the Term, the State shall ensure that each Authorized User shall:

- (i) obtain and maintain its User Equipment;
- (ii) comply with all security measures required by EMS;
- (iii) comply with this Contract and the T&Cs; and
- (iv) designate a Contact Person or Persons to work with EMS to implement and maintain its Use of the System.

(b) Accurate Data. EMS shall not be responsible for the accuracy of any State Data or liable to the State or any Authorized User or third party for any Damages resulting from inaccurate State Data. EMS shall not change or alter any State Data at any time, at any State or Authorized User's request or otherwise.

6. Data Security, Confidentiality and Access.

(a) Ownership of State Data. As between EMS and the State, all State Data is and shall remain the property of the State. EMS shall not, without the State's written consent, use or disclose State DATA other than in the performance of its obligations under this Contract.

(b) Access to State Data. The State and Authorized Users may Use the Software as set forth in Schedule 2 except (i) where EMS, in its sole discretion, places limitations on such Use; (ii) during any scheduled System downtime; (iii) during a period of repair or maintenance of the System or (iv) when EMS has suspended or terminated Use of the System as permitted under this Contract.

(c) Safeguarding State Data in the System. During the Term, EMS shall use software or devices which:

- (i) require Authorized Users' end users to enter user identification codes and passwords prior to gaining access to the System,
- (ii) track the addition and deletion of Authorized Users' end users and
- (iii) control access by any end user to areas and features of the System as designated by the applicable Authorized User.

(d) Recovery of State Data. If any State Data is lost or damaged due to the acts or omissions of EMS while resident in the System, EMS shall use commercially reasonable efforts to assist in replacing or regenerating such data.



(e) Confidential Information.

(i) General Requirements and Exclusions. Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor means EMS Confidential Information (other than Confidential Information of the State as defined below). "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the FOIA (as herein defined in Section 10(k)).

(ii) Obligations. The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

7. Limited Use of the System.

(a) State Rights to Use. The State shall not, and shall ensure that each Authorized User (and each Authorized User's end user) shall not:

- (i) use the System for a service bureau application without EMS' prior written consent;
- (ii) use any screen or function of the Software that is not necessary for the State's or such Authorized User's coordination of medical services or publishing of health information;
- (iii) access, modify, adapt, translate or create derivative works based on any part of the Software or the System;
- (iv) commercially exploit, market, license or distribute access to or use of the System;
- (v) challenge EMS' Rights in the System;
- (vi) assist or cooperate with any third party in challenging EMS' Rights to the System; or
- (vii) remove any copyright, trademark or other notices that appear on or in the System.

(b) EMS Ownership Rights. EMS shall retain all Rights in the System and neither State nor any Authorized User shall have or obtain any such Rights.

(c) Software Updates. EMS may enhance or modify the System in its sole discretion. EMS will provide notice to the State prior to implementation of enhancements or modifications of the System that affect the State or Authorized Users. The State acknowledges and agrees that EMS retains all Rights in any modifications to the System, including but not limited to modifications resulting from requests for changes made by the State or any Authorized User (or any Authorized User's end user).



8. Term and Termination.

(a) Term. Unless terminated as set forth in this Section 8, the term of this Contract shall

(i) commence on the Effective Date;

(ii) continue until the first anniversary of the Commencement Date (the "Initial Term"); and

(iii) may be renewed at the option of the State on each anniversary of the Commencement Date for up to four additional one-year terms (each a "Renewal Term" and, with the Initial Term, referred to as the "Term").

(b) Termination by State.

(i) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (A) breaches any of its material duties or obligations under this Contract **[(including a Chronic Failure to meet any particular SLA)¹]**, or (B) fails to cure a breach within the time period specified in the written notice of breach provided by the State. If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure those modules or services (as set forth on Schedule 2) provided under this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for those modules or services (as set forth on Schedule 2) provided under this Contract.

(ii) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those modules or services (as set forth on Schedule 2) that are terminated and the State must pay for those modules or services that have been accepted by the State (pursuant to Section 3) prior to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(iii) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

(iv) The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (A) the State no longer needs the Services or products specified in the Contract, (B) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (C) unacceptable prices for additional modules or services or new work requested by the State, or (D) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those modules or services (as set forth on Schedule 2) that are terminated. If the State terminates this Contract for cause, then the modules or services provided under this Contract will cease to be provided by Contractor to the State on the effective date of the termination.

(v) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected statements of work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability of funds (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

¹ DRAFTER'S NOTE: This term is not defined.



(vi) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the modules or services to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of such modules or services in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(vii) If the State terminates this Contract, eliminates certain modules or services to be provided by Contractor under this Section, the State must pay Contractor for all work-in-process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping access to those modules or services being provided by Contractor or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for those modules or services accepted, and paid, by the State prior to the effective date of termination.

(viii) The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

(ix) The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

(x) If the State terminates this Contract for any reason, the Contractor must (A) stop all work as specified in the notice of termination, (B) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, and (C) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(xi) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for the modules or services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for work-in-process, on a percentage of completion basis at the level of completion determined by the State. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to the modules or services not actually performed for the State.

(xii) Upon a good faith termination, the State may further pursue completion of the those modules and services set forth on Schedule 2 of this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

(c) Termination for Cause by EMS. EMS may terminate this Contract upon the occurrence of any of the following events:

(i) If the State fails to pay any amount due to EMS under this Contract, within five days after written notice of the nonpayment is given by EMS to the State; or

(ii) If the State defaults in the due performance or satisfaction of any material covenant under this Contract and fails to remedy such default within 30 days of receipt by the State of written notice from EMS of such default.

(d) Effect of Termination. Notwithstanding any other provision of this Contract, upon expiration or termination of this Contract for any reason:

(i) State will pay EMS all Fees accruing through the date of termination;

(ii) EMS shall have no further obligation to the State or any Authorized User under this Contract or otherwise;



- (iii) all Use of the System by the State and all Authorized Users (and Authorized User's end user) shall immediately terminate;
- (iv) all work on the System by EMS shall immediately terminate; and
- (v) each Party shall return the other Party's Confidential Information;

Notwithstanding the foregoing, the State or the Authorized Users may export the State Data prior to the termination date.

(e) Termination of Authorized User. Either of the State or EMS may, immediately upon notice to the other Party, terminate any Authorized User (or Authorized User's end user) for violation of the T&Cs.

(f) Mitigation. If the State terminates this Contract for any reason before the Term pursuant to this Section 8 then the Contractor agrees to use commercially reasonable efforts to mitigate and limit the Fees incurred by the Contractor as a result of such termination.

9. Warranty, Limitations.

(a) Warranty. EMS warrants that it will use commercially reasonable care in making the System available for Use and in performing any other services to be provided by EMS under this Contract.

(b) "As is, where is". Except as provided in Section 9(a), the Parties acknowledge and agree that the System is being provided "as is, where is" and the State bears complete and sole liability for the State's use of and reliance on the System, even if such Use or reliance were to produce incorrect information or erroneous result.

(c) Voidance of Warranty. The warranty set forth in section 9(a) shall be void if any breach of such warranty or failure of the System results from the State's or Authorized Users' modifications to the System or improper use of the System.

(d) Disclaimer of Warranties. Except for the warranty provided in section 9(a), EMS hereby disclaims all other warranties, whether statutory, express, or implied, including, without limitation, warranties of merchantability, fitness, for a particular purpose or use, design, condition, capacity and performance.

(e) Limitation of Remedies. IN NO EVENT SHALL EMS BE RELIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA.

(f) Acknowledgment. The State and EMS expressly acknowledge that the limitations and remedy contained in this Contract represent their express agreement with respect to the allocation of risks between them as related to the amount of the consideration each is to receive under this Contract, and each of the State and EMS fully understands and irrevocably accepts such limitations and remedy.

(g) Force Majeure. EMS shall not be liable to the State for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by a Force Majeure Event. If a Force Majeure Event occurs, EMS shall be excused from further performance or observance of the obligations so affected for as long as the Force Majeure Event remains in place. The State shall continue to pay all Fees due under this Contract upon the occurrence of any Force Majeure Event unless the Force Majeure Event continues for more than ten business days, in which event the obligation of the State to pay such amounts shall be suspended until such time as the Force Majeure Event ends and services are resumed or this Contract is terminated.

10. General.

(a) Notices. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be delivered in person, by facsimile or sent by registered mail, charges prepaid, to the address set forth above or such address as a Party may provide in writing to the other Party.



(b) Relationship of the Parties. The relationship established between the Parties by this Contract during its Term shall be solely that of vendor and vendee. Under no circumstances shall the contractual relationship between the Parties be deemed or construed as one of agency, partnership, joint venture, employment or otherwise, except for the vendor/vendee relationship.

(c) Severability. If any provision shall be held to be invalid or unenforceable for any reason, the Parties agree that such invalidity or unenforceability shall not affect any other provision of this Contract, the remaining provisions shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable.

(d) Assignment. Neither Party may assign or transfer any of its Rights or obligations under this Contract, whether in whole or in part, without the prior written consent of the other Party; provided, however, that EMS may assign this Contract to any third party that acquires all or substantially all of the assets or business operations of EMS by purchase, merger or otherwise.

(e) Survival. In addition to those provisions hereof which, by their terms, provide for survival following the termination of this Contract, the provisions of Sections 6, 7, 8(e), 9 and 10 shall survive the termination of this Contract.

(f) Entire Agreement. This Contract, the T&Cs and the Schedules attached hereto constitute the entire agreement between the Parties and supersede all prior agreements, understandings and arrangements between the Parties with respect to the subject matter thereof. Any additional or different terms or conditions in a Party's or any Authorized User's purchase orders, quotations, acknowledgments, invoices, licenses or other communications to the other Party, whether or not such terms or conditions materially alter this Contract, shall (a) be deemed objected to by the other Party without need for further notice of objection, (b) be of no force or effect and (c) not, in any circumstance, be binding upon the other Party unless expressly accepted by the other Party in writing.

(g) Compliance with Applicable Laws. In carrying out its obligations and responsibilities under this Contract, each Party agrees to observe and comply with all Laws.

(h) Governing Law; Venue. This Contract shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the State of Michigan without regard to the principles of conflicts of law, and each Party hereby irrevocably and unconditionally submits to the jurisdiction of the circuit or superior courts of State of Michigan. Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

(i) Nondiscrimination. In the performance of the Contract, EMS agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. EMS further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

(j) Unfair Labor Practices. Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board and EMS, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of EMS as an employer or the name of a Subcontractor, manufacturer or supplier of EMS appears in the register.



(k) Freedom of Information. All information in any proposal submitted to the State by EMS and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq ("FOIA").

(l) Insurance. EMS agrees to maintain insurance per the requirements in Schedule 4.

(m) Waiver. The failure of any Party to insist, in any one or more instances, upon the performance of any term or condition of this Contract shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term or condition.

(n) Priority. The attached Schedules form part of this Contract. If there is any apparent conflict or inconsistency between the provisions set forth in the body of this Contract and the provisions set forth in any Schedule, the provisions set forth in the Contract shall prevail.

(o) Remedies. Each Party shall be entitled to exercise any legal, equitable or other rights or remedies to which it is entitled, including, without limitation, the right to obtain injunctive relief or specific performance with respect to the violation of any term or condition of this Contract. Each such remedy shall be cumulative and not exclusive.



Schedule 1

Definitions

As used in this Contract, the following terms have the meanings specified in this Schedule 1.

"Acceptance Criteria" has the meaning given that term in Section 3.

"Authorized User" means a health care provider, health department or other entity authorized by the State to Use the System to coordinate emergency services and health information in the Territory, and any employee of the State or an Authorized User whose job function requires Use of the System.

"Bankruptcy Event" means a Party: (i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due; or (ii) files a petition in bankruptcy or institutes any action under federal or law for the relief of dollars or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind-up of its business (or has such a petition or action filed against it and such petition, action or appointment is not dismissed or stayed within 30 days).

"State Data" means data input by the State or Authorized Users into the System and derivative data resulting from the processing of such input data by the System.

"Commencement Date" means the date the System is accepted by the State pursuant to Section 3.

"Confidential Information" has the meaning given that term in Section 6.

"Contact Person" means a person qualified by education and training to use and understand the applicable User Equipment and the System.

"Contract" has the meaning given that term in the heading of this Contract.

"Damages" means any indirect, incidental or consequential damages, including, without limitation, lost profits or any other obligations or liabilities, including, but not limited to, obligations or liabilities arising out of breach of contract or warranty, negligence or other tort or any theory of strict liability, sustained or incurred by the State or any Authorized User or third party and including attorney's fees with respect to Use of or inability to Use the System or the acts or omissions of EMS.

"Effective Date" has the meaning given that term in the heading of this Contract.

"EMS" has the meaning given that term in the heading of this Contract.

"EMS Confidential Information" means (i) all information of EMS marked "confidential," "restricted," "proprietary" or with a similar designation; (ii) the Software; (iii) know-how, technical information, data or other proprietary information relating to the System; (iv) all source codes, object codes, software programs, computer processing systems and techniques employed or used by EMS; (v) any related items such as specifications, layouts, flow charts, manuals, instruction books and training materials, programmer, technical and user documentation, and any and all upgrades, enhancements, improvements or modifications to the foregoing; and (vi) the terms and conditions of this Contract (unless required to be disclosed pursuant to FOIA); provided, however, that EMS Confidential Information shall not include information that (i) was in the public domain at the time of disclosure; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of the State; or (iii) was received by the State from a third party who had a lawful right to disclose such information to the State.

"Equipment" means the computers and other hardware (including, but not limited to, operating systems and other software residing on such hardware) which is operated or under the control of EMS and used by EMS in connection with the operation of the Software, and all replacements and modifications thereof.



"Fee" means any amount due under this Contract, including those fees set forth on Schedule 2.

"FOIA" has the meaning given that term in Section 10(k).

"Force Majeure Event" means (i) fire, flood, earthquake, elements of nature or acts of God, (ii) acts of vandalism or terrorism (electronic or otherwise), (iii) riots, civil disorders or revolutions, (iv) strike or other significant labor disruption, (v) nonperformance by a third party, (vi) any failures or fluctuations in telecommunications systems, lines or other Equipment or (vii) any other cause beyond the reasonable control of EMS.

"Implementation Services" means services performed prior to the Commencement Date to adapt, at the written request of the State, the preferences in each Module; provided, however, that EMS shall not be obligated to perform any Implementation Services.

"Initial Term" has the meaning given that term in Section 8.

"Law" means all applicable , federal and local laws, rules and regulations.

"Module" means a module of the Software as described on Schedule 2.

"Parties" has the meaning given that term in the heading of this Contract.

"Party" has the meaning given that term in the heading of this Contract.

"Renewal Term" has the meaning given that term in Section 8.

"Rights" means all right, title and interest in and to the Software, including all intellectual property rights, know-how and System design and functionality.

"Software" means (i) the EMSSystem® software and all related documentation; (ii) any patents, copyrights, trade secrets, engineering and technical data, knowledge, experience, know-how, expertise and proprietary or other information possessed by EMS relating to the design, development, sale and use of the EMSSystem® software or the documentation, including, but not limited to, specifications, test procedures, operation and maintenance manuals and all other proprietary information relating, directly or indirectly, to the EMSSystem® software; (iii) documentation, (iv) any revision, modification, translation, abridgment, condensation, expansion, collection, compilation or other form in which the EMSSystem® software and documentation may be recast, transformed, posted or adopted, regardless of whether it qualifies as a derivative work under U.S. copyright law and regardless of whether EMS created it; and (v) any and all modifications to the Software.

"State" has the meaning given that term in the heading of this Contract.

"System" means the modules of the Software set forth on Schedule 2, as amended from time to time, and the Equipment.

"Term" has the meaning set forth in Section 8.

"T&Cs" means the terms and conditions of use of EMSSystems® products as published on the EMSSystems® website and as amended from time to time at EMS' sole discretion.

"Training Services" means any training in the Use of the System that EMS makes available to the State and Authorized User employees.

"Use" means to access the Equipment, view the Software and enter State Data into the System.

"User Equipment" means the hardware, software and communications lines or capabilities that may be necessary for the State or any Authorized User to Use the System.



Schedule 2

Modules, Services and Fees

This Schedule 2 contains modules and services available to the State.

Region: of Michigan Number of individuals in the Region using the most current population figures on

www.census.gov: 10,071,822 Term: From To

EMSystems Itemized Pricing Proposal for EMResource			
Service/Quantity	Description	Unit Price	1 Year Cost
10,071,822	EMResource ASP Service <input type="checkbox"/> Real-time communication & emergency preparedness resource management. Internet-based application accessible to any authorized user, from any PC or wireless device with an Internet connection and a web browser. <input type="checkbox"/> Based upon 2007 census.gov population estimates of 10,071,822 people @ \$0.04/capita/year for the of Michigan. <input type="checkbox"/> Supports an unlimited number of users within the covered population <input type="checkbox"/> Supports HAVE Standard <input type="checkbox"/> Help Desk Support from EMSystems Customer Service 24/7/365, and access to all web-based trainings for Regional Administrators and local Users <input type="checkbox"/> Annual Subscription Fee	\$0.04	\$402,872.88
1	<input type="checkbox"/> Negotiated Discount	5%	\$20,143.64
EMResource ASP		Total	\$382,729.24



Schedule 3

Acceptance Criteria

Intentionally blank.



Schedule 4

Insurance Requirements

EMS will deliver proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the EMS' performance of services under the terms of this Contract, whether the services are performed by EMS, or by any subcontractor, employed by EMS.

All of the EMS' Damages under this Contract shall be net of any amounts received by EMS with respect to such Damages under insurance policies described in this Schedule 4.

All insurance coverages required pursuant to this Contract are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State. The insurance must be written for not less than any minimum coverage specified in this Schedule 4 or required by law, whichever is greater. The insurers selected by EMS shall (i) have an A.M. best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency; and (ii) approved to do business in the State ("see www.michigan.gov/dleg") (the "Approved Insurers").

If EMS elects to carry an insurance policy with insurance coverage greater than the amounts required pursuant to this Schedule 4, then the State shall be entitled to pursue such excess (for the avoidance of doubt, such excess is the amount of the insurance coverage carried by EMS less the amount of insurance coverage required to be carried pursuant to this Schedule 4).

EMS is required to pay for and provide the type and amount of insurance set forth below:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations
 \$2,000,000 Products/Completed Operations Aggregate Limit
 \$1,000,000 Personal & Advertising Injury Limit
 \$1,000,000 Each Occurrence Limit

2. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of EMS' domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, EMS must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received will provide a list of states where the coverage is applicable. EMS also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

Subcontractor Insurance Coverage

Except where the State has approved in writing an EMS subcontract with other insurance provisions, EMS must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Schedule 4 for EMS in connection with the performance of work by those Subcontractors. Alternatively, EMS may (at its sole discretion) include any Subcontractors under EMS' insurance on the coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit EMS' liability.

Certificates of Insurance and Other Requirements

EMS must furnish to the State's Purchasing Operations, a certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Approved Insurer. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, to the Director of Purchasing Operations, Department of Management and Budget by the Approved Insurer.



The notice shall state the Contract or Purchase Order number, as applicable. EMS has previously delivered, and agrees to deliver not less than twenty (20) days prior to the expiration of the commercial general liability coverage and the automobile liability policy required pursuant to this Schedule 4, a Certificate that lists the State, its officers and employees as ADDITIONAL INSUREDS. The Certificates shall include a waiver of subrogation by the insurance company. In the event the State approves the representation of the State by the Approved Insurer's attorney, the State may require that such attorney be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

EMS agrees to maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of EMS under this Contract to any indemnified party or other persons. EMS is responsible for all deductibles with regard to the insurance. If EMS fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given EMS at least 30 days written notice, pay the premium or procure similar insurance coverage (based upon the terms and conditions set forth in this Schedule 4) from another company or companies. The State may deduct the cost such premium payment from any payment due to EMS.