



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 **4**
 to
 Contract Number **21000000933**

CONTRACTOR	MICHIGAN STATE UNIVERSITY
	Hannah Administration Bldg., 426 , Auditorium Rd, Rm 2
	East Lansing, MI 48824
	Diane Cox
	517-884-4243
	coxd@osp.msu.edu
	CV0048200

STATE	Program Manager	Letha Murray	MDHHS
		3135785166	
		MurrayL3@michigan.gov	
	Contract Administrator	Emily Massa	DTMB
		(517) 897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY

CHILD WELFARE STAFF TRAINING SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	3 - 1 Year	September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>	N/A	September 30, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,200,000.00	\$18,269.95	\$1,218,269.95		

DESCRIPTION

Effective April 10th, 2024, the following changes are hereby incorporated into this contract:

- Schedule B, Pricing has been deleted and replaced with the attached revised Schedule B, Pricing.
- Schedule A - Statement of Work - Section 1.3.2 is hereby deleted and replaced with the following language "Training sessions may vary in length from one hour to three hours based on the content and objectives of the training session and be offered in-person or online."

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

SCHEDULE B - PRICING

**Master Agreement #210000000933
Change Notice 4
Child Welfare Staff Training Services**

AMENDED: Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

Year 1

Type of Training	Price Per Training Session
<i>In-Class Training</i>	\$2,770.79/Event
<i>Online Training</i>	\$2,720.79/Event

Year 2

Type of Training	Price Per Training Session
<i>In-Class Training</i>	\$2,798.68/Event
<i>Online Training</i>	\$2,748.68/Event

Year 3

Type of Training	Price Per Training Session
<i>In-Class Training</i>	\$2,827.82/Event
<i>Online Training</i>	\$2,777.82/Event

Year 4

Type of Training	Price Per Training Session
<i>In-Class Training</i>	\$2,959.62/Event
<i>Online Training</i>	\$2,959.62/Event
<i>Train-the-Trainer</i>	\$6,479.82/Event



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 **3**
 to
 Contract Number **21000000933**

CONTRACTOR	MICHIGAN STATE UNIVERSITY
	Hannah Administration Bldg., 426 , Auditorium Rd, Rm 2
	East Lansing, MI 48824
	Diane Cox
	517-884-4243
	coxd@osp.msu.edu
	CV0048200

STATE	Program Manager	Letha Murray	MDHHS
		(313) 316-7634	
	MurrayL3@michigan.gov		
	Contract Administrator	Emily Massa	DTMB
(517) 897-7321			
massae@michigan.gov			

CONTRACT SUMMARY

CHILD WELFARE STAFF TRAINING SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	3 - 1 Year	September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,200,000.00	\$0.00	\$1,200,000.00		

DESCRIPTION

Effective January 10, 2024, the State Contract Administrator is changed to Emily Massa and the attached Section 2.11.6 of the Statement of Work hereby supersedes all previous versions. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

Change Notice 3

Section 2.11.6

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct/ Subcontract/ Contract	5. % of Work Time	6. Physical Location
Dr. Kalah Villagrana	1 year	Principal Investigator	Direct	20%	East Lansing, MI
Kadi Prout	12 years	Program Manager	Direct	40%	Lansing, MI
Ashlee Barnes-Lee	1 year	Curriculum Specialist	Direct	10%	Detroit, MI
Gina Gembel	1 year	Continuing Education Director	Direct	15%	East Lansing, MI
Gretchen Sheneman	12 years	Evaluation Director	Direct	10%	East Lansing, MI
Rosemary Jackson	10 years	Caregiver Training Specialist	Direct	10%	East Lansing, MI



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 **2**
 to
 Contract Number **210000000933**

CONTRACTOR	MICHIGAN STATE UNIVERSITY
	Hannah Administration Bldg., 426 , Auditorium Rd, Rm 2
	East Lansing, MI 48824
	Diane Cox
	517-884-4243
	coxd@osp.msu.edu
	CV0048200

STATE	Program Manager	Letha Murray	MDHHS
		3135785166	
	MurrayL3@michigan.gov		
	Contract Administrator	Marissa Gove	DTMB
(517) 449-8952			
govem1@michigan.gov			

CONTRACT SUMMARY

CHILD WELFARE STAFF TRAINING SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	3 - 1 Year	September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,200,000.00	\$0.00	\$1,200,000.00		

DESCRIPTION
 Effective May 5, 2023, the State's Contract Administrator is hereby changed to Marissa Gove. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 21000000933

CONTRACTOR	MICHIGAN STATE UNIVERSITY
	Hannah Administration Bldg., 426 , Auditorium Rd, Rm 2
	East Lansing, MI 48824
	Diane Cox
	517-884-4243
	coxd@osp.msu.edu
	CV0048200

STATE	Program Manager	Sabrenah May	MDHHS
		517-282-2843	
		MayS3@michigan.gov	
	Contract Administrator	Courtney Powell	DTMB
		(517) 249-0452	
		powellc11@michigan.gov	

CONTRACT SUMMARY

CHILD WELFARE STAFF TRAINING SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	3 - 1 Year	September 30, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45	N/A

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

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,200,000.00	N/A	\$1,200,000.00		

DESCRIPTION

Effective May 20, 2022, the following amendments are hereby incorporated into this Contract:

- Schedule B, Pricing has been deleted and replaced with the attached revised Schedule B, Pricing.
- Schedule A, Statement of Work Section 1.3.1. has been deleted and replaced with the following:
 "1.3.1.The contractor must develop and deliver not more than one hundred and seventy-five (175) instructor led in-person training sessions for the duration of the contract. Fifteen (15) of which must be specifically for caregivers."
- The Contract Administrator has been changed to Courtney Powell: Phone: 517-249-0452; Email: Powellc11@michigan.gov, per Sections 2 and 3 of Standard Contract Terms.

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

SCHEDULE B - PRICING

**Master Agreement #210000000933
Change Notice 1
Child Welfare Staff Training Services**

AMENDED: Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

Year 1

Type of Training	Price Per Training Session
<i>In-Class Training</i>	\$2,770.79/Event
<i>Online Training</i>	\$2,720.79/Event

Year 2

Type of Training	Price Per Training Session
<i>In-Class Training</i>	\$2,798.68/Event
<i>Online Training</i>	\$2,748.68/Event

Year 3

Type of Training	Price Per Training Session
<i>In-Class Training</i>	\$2,827.82/Event
<i>Online Training</i>	\$2,777.82/Event



STATE OF MICHIGAN
Department of Technology, Management & Budget
Central Procurement Services

525 W. Allegan St., 1st Floor. NE, Lansing, MI 48913
 P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000000933**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Michigan State University
	Hannah Administration Bldg., 426 Auditorium Rd, Rm 2
	East Lansing, MI 48824
	Diane Cox
	517-884-4243
	coxd@osp.msu.edu
	CV0048200

STATE	Program Manager	Sabrenah May	MDHHS
		517-282-2843	
		MayS3@michigan.gov	
	Contract Administrator	Chelsea Lugibihl	DTMB
517-643-7006			
LugibihlC@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Child Welfare Staff Training Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2021	9/30/2024	3-1 Year Options	9/30/2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		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 type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the Solicitation # 20000000621. Orders for delivery will be issued through the issuance of a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$1,200,000.00

FOR THE CONTRACTOR:

Michigan State University

Company Name

Authorized Agent Signature

Diane Cox

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

**Chelsea Lugibihl, Services Category
Manager**

Name & Title

DTMB Central Procurement Services

Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and [NAME OF PUBLIC UNIVERSITY] (“**Contractor**”), a Michigan public university. This Contract is effective on October 1, 2021 (“**Effective Date**”), and unless terminated, expires on September 30, 2024.

This Contract may be renewed for up to three additional one-year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

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

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition, except for normal wear and tear, as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State, except Contractor may release this information as required by institutional policy; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all applicable State physical and IT security policies and standards when using State Facilities, accessing, possessing or controlling State Data or accessing State IT systems, which will be made available upon request. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State: Chelsea Lugibihl 525 W. Allegan St. Lansing, MI 48913	If to Contractor: Diane Cox 426 Auditorium Road, Rm 2 East Lansing MI 48824
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LugibihC@michigan.gov 517-643-7006	coxd@osp.msu.edu 517-884-4243
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Chelsea Lugibihl 525 W. Allegan St. Lansing, MI 48913 LugibihC@michigan.gov 517-643-7006	Diane Cox 426 Auditorium Road, Rm 2 East Lansing MI 48824 coxd@osp.msu.edu 517-884-4243

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Sabrenah May 3038 W. Grand Blvd., Suite 6-300 Detroit, MI. 48202 MayS3@michigan.gov (517) 282-2843	Kadi Prout 655 Auditorium Road East Lansing, MI 48823 kadi.prout@gmail.com 248-877-7910

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request.

6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below.. All required insurance must: (a) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (b) except for self-insured plans, be provided by a company with an A.M. Best rating of "A-" or better and financial size of VII or better. Contractor may self-insure with respect to the insurance types and coverage limits set forth in this section.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit	

\$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	
Automobile Liability Insurance	
If one or more motor vehicles are used to perform the Contract Activities, the Contractor must have vehicle liability insurance on any and all motor vehicles for bodily injury and property damage coverage as required by law.	Contractor must have their policy include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor's policy must include coverage for information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

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

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

- 7. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of

the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

8. **Intellectual Property Rights and Licenses.** For Contract Activities, Contractor acknowledges that State will be the sole and exclusive owner to all right, title, and interest in State Data, and Contract Activities, excluding Contractor Data. "State Data" shall be defined as data collected from sources other than the Contractor or data generated as the result of the Contract Activities. State grants the Contractor a royalty-free, perpetual, non-exclusive, irrevocable, and unlimited license to use, publish, or otherwise distribute all such Contract Activities, State Data, materials, or ideas created and developed by Contractor under this Contract for non-commercial purposes, throughout the world.
9. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
10. **Staffing.** The State's Contract Administrator may request, in good faith, Contractor to remove or reassign personnel by providing a notice to Contractor.
11. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment under this Contract. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks. Any background checks required by the State will be specified in the Statement of Work.
12. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
13. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
14. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver acceptable Contract Activities to the State. "Acceptable" and "Acceptance" shall mean that the work has been performed in accordance with the terms of the Contract. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties'

respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part.

- 15. Terms of Payment.** Invoices must conform to the requirements as outlined in the terms of the Contract. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

- 16. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 17. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 18. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a written termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred

by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, and transition costs.

19. **Termination for Appropriation or Budgetary Reasons.** The State may immediately terminate this Contract, in whole or in part without penalty for, non-or negative appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for budgetary reasons, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
20. **Termination for Convenience.** The State may terminate this Contract with 30 days written notice to the Contractor, in whole or in part without penalty and for any reason. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, including non-cancellable obligations, as determined by the State, for State approved Transition Responsibilities.
21. **Termination for Impossibility.** If, for any reason, the Principal Investigator (identified in the Statement of Work) is unable or unwilling to continue to serve, Contractor will first attempt to find a successor acceptable to the State, whose approval shall not be unreasonably withheld. If, however, after diligent efforts and a reasonable time, Contractor is unable to find an acceptable successor, Contractor may terminate this Contract with 30 days written notice to the State.
22. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed [Click or tap here to enter text.](#)90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, copies of reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
23. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
24. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
25. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 30 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during

the term of the Contract, and only as it relates to the Contract or Contractor's ability to perform under the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

26. State Data. All data and information provided to Contractor by or on behalf of the State is the exclusive property of the State ("**State Data**"). Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

27. State Data.

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data provided, used, processed, or stored as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals

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

- f. Security Accreditation Process. If Contractor or any of its subcontractor's IT systems will contain, store or receive any State Data, Contractor must assist the State at no additional cost with development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk.

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

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

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor's data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

29. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of State Data; (b) protect against any anticipated threats or hazards to the security or integrity of State Data; (c) protect against unauthorized disclosure, access to, or use of State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards or their acceptable equivalent as solely determined by the State, when accessing, possessing or controlling State Data or accessing State IT systems.
- b. Reserved.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is

entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

- d. Audit Findings. Contractor must implement any safeguards required by the contract as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed and cannot be supported by the Contractor, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

- 31. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not knowingly infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are in accordance with the terms of the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 32. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 33. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

34. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
35. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
36. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
37. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
38. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
39. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
40. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
41. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
42. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing Matrix
Schedule C	Federal Provisions Addendum

- 43. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 44. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 45. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 46. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, and confidentiality, will survive the expiration or termination of this Contract.
- 47. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE C Federal Provisions Addendum

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

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. **Copeland "Anti-Kickback" Act**

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) **Contractor.** The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with **40 USC 3702 and 3704**, as supplemented by Department of Labor regulations (**29 CFR Part 5**), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under **37 CFR §401.2 (a)** and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the

recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is in excess of \$150,000, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. **Competitively within a timeframe providing for compliance with the contract performance schedule;**
 - b. **Meeting contract performance requirements; or**
 - c. **At a reasonable price.**
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) **Access to Records.** The following access to records requirements apply to this contract:
 - a. **The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.**
 - b. **The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.**
 - c. **The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.**
 - d. **In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.**

- (2) Changes.
See the provisions regarding modifications or change notice in the Contract Terms.
- (3) DHS Seal, Logo, And Flags
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- (4) Compliance with Federal Law, Regulations, and Executive Orders
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (5) No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”
- (6) Program Fraud and False or Fraudulent Statements or Related Acts
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.
Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Master Agreement: 21000000933

Child Welfare Staff Training Services

BACKGROUND

In 2008, under a federal consent decree, the State of Michigan Department of Human Services began efforts to improve its child welfare system to ensure the safety, permanence, and well-being of the children it serves. In 2011, a Modified Settlement Agreement (MSA) was reached, changing some of the terms of the original decree, focusing on children and their families receiving high quality services enabling them to achieve positive outcomes. One of the defined outcomes is standardization of staff qualifications and training requirements. Prior to the MSA child welfare staff were offered in-service training but ongoing learning was not required. Child welfare caseworkers, public and private, are now required to complete 32 hours of in-service training annually. Beginning in fiscal year 2014, the department expanded the population of staff required to complete 32 in-service training hours per year to include staff with specialized or supportive roles to child welfare.

While emphasizing the importance of progressive and ongoing development for those working directly with children and their families the department recognized this same need for supervisors and now requires first line supervisors to complete 16 hours of in-service training. The department is beginning to develop curriculum paths for caseworkers and supervisors, which will progressively guide staff through training topics that will help develop the skills and knowledge necessary to be successful in their positions.

In-service training requirements can be accomplished not only through attending traditional classroom trainings but also through online training. Until December 2014 child welfare staff had access to 150 different eLearning modules. Online learning is a necessary option for staff as it allows them to receive training on a variety of topics from their office, that are short in duration, can be taken anytime and do not require their office/agency to pay any travel costs associated with attending classroom training.

In addition to providing robust training opportunities for child welfare staff, the department recognizes the need for standardized and accessible training for caregivers; foster parents, adoptive parents, relative parents and birth parents. There is a need to increase training opportunities for this population.

SCOPE

All training sessions must be delivered statewide for public and private child welfare staff, family preservation, supportive positions, leadership, and caregivers (foster/adoptive, birth families and relative providers).

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. REQUIREMENTS

1.1. **ANTI-RACISM REQUIREMENTS:** The contractor must assure that all training design, development and delivery (e.g. graphics, content, presentation, etc.) represents MDHHS/OWDT's goal of creating an Anti-Racist organization that aligns with the agency's overall goal to provide diversity, equity & inclusion (DEI). DEI activities include provisions as it relates to race, sex, religion, age, national origin, color, height, weight, marital status, partisan considerations, disability or genetic information.

1.2. **GENERAL REQUIREMENTS:** The following applies to both in-person training sessions and online training sessions:

1.2.1. Trainings must upgrade the skills, knowledge and qualifications of current child welfare agency staff to work in the field of child welfare with a lens of racial equity, diversity and inclusion.

1.2.1.1. This includes public and private non-profit institutions and State child welfare agencies.

1.2.1.2. Training is intended to develop a stable and highly skilled trauma and race informed workforce who provide effective, preventative, child welfare services.

1.2.2. Training topics, approved by OWDT/DHHS, must develop workforce competency in the following topics:

1.2.2.1. Family centered practice.

1.2.2.2. Child abuse and neglect.

1.2.2.3. Preventing child abuse and neglect.

1.2.2.4. Responding to child abuse and neglect.

1.2.2.5. Supporting and preserving families.

1.2.2.6. Out of home care.

- 1.2.2.7. Achieving and maintaining permanency.
- 1.2.2.8. Adoption.
- 1.2.2.9. Management and supervision in child welfare.
- 1.2.3. Training topics must include a special focus must include topics that are relevant across the child welfare continuum, such as:
 - 1.2.3.1. Assessment.
 - 1.2.3.2. The role of courts.
 - 1.2.3.3. Cultural competence.
 - 1.2.3.4. Domestic violence.
 - 1.2.3.5. Laws and policies.
 - 1.2.3.6. Mental health.
 - 1.2.3.7. Statistics.
 - 1.2.3.8. Substance abuse.
 - 1.2.3.9. An array of other services that support children, youth, and families.
- 1.2.4. Training topics **must NOT** include topics that are not allowable under the title IV-E program such as:
 - 1.2.4.1. How to address or treat child or family problems or behaviors because it supports the delivery of social services rather than the administration of the title IV-E State plan.
 - 1.2.4.2. Conducting child abuse and neglect investigations because such specialized skills are required for staff activities that occur prior to a child's entering foster care or adoption, and even prior to a child's becoming a candidate for foster care.
- 1.2.5. Seek and provide Social Work Continuing Education (CE) credit for all eligible training, following established procedures.
- 1.2.6. Modify training in collaboration with the MDHHS/OWDT in response to evaluation feedback.

1.3. IN-PERSON TRAINING SESSIONS:

- 1.3.1. The contractor must develop and deliver not more than one hundred and sixty-five (165) instructor led in-person training sessions for the duration of the contract. Fifteen (15) of which must be specifically for caregivers.
- 1.3.2. Training sessions must consist of one half-day classroom training with no fewer than three hours of instruction each day. Estimated number of trainees per session is 35.
- 1.3.3. Training sessions must include one fifteen-minute break. Trainers must arrive prior to the start of training and must be available for questions following each session.

1.3.4. ACTIVITIES OF CONTRACTOR:

- 1.3.4.1. Conduct training for up to a maximum of thirty-five participants, utilizing curriculum approved by Office of Workforce Development and Training (OWDT)/Michigan Department of Health and Human Services (MDHHS).
- 1.3.4.2. Provide training in multiple locations throughout the state to allow training opportunities for caseworkers and supervisors from all local offices and agencies without disruption to routine duties.
- 1.3.4.3. Ensure training curriculum aligns with the MiTEAM practice model guiding principles.
- 1.3.4.4. Utilize adult learning principle as part of the presentation method to reinforce learning.
- 1.3.4.5. Allow MDHHS/OWDT to video record any training sessions provided as part of the contract.
- 1.3.4.6. Copy and provide necessary training materials at each training session.

- 1.3.4.7. Maintain a system of registration and attendance for each session and provide that information to MDHHS/OWDT at least quarterly.
- 1.3.4.8. Participate in quality assurance activities, to include evaluation of training at levels one and two as established by Kirkpatrick's Levels of Evaluation.
- 1.3.4.9. Collaborate with MDHHS/OWDT to identify in-service training topics and gaps in practice.
- 1.3.4.10. Publish a schedule of training sessions and obtain approval from MDHHS/OWDT 30 calendar days prior to any change in training sessions.

1.4. **ONLINE TRAINING SESSIONS**

1.4.1. **General:**

- 1.4.1.1. The contractor must host the online training environment on its own network or that of its subcontractor.
- 1.4.1.2. The contractor must provide up to a maximum of seventy-five (75) online training sessions for the duration of the contract.
- 1.4.1.3. Fifteen (15) of which must be specifically for caregivers.
- 1.4.1.4. Each training session must be not less than one hour in duration; live/recorded webinars and eLearning will be considered online training.
- 1.4.1.5. When applicable, trainers must arrive prior to the start of the training and must be available for questions following each session.
- 1.4.1.6. Activities of the Contractor:
 - 1.4.1.6.1. Develop eLearning trainings that are offered continuously throughout the contract.
 - 1.4.1.6.2. Develop and present trainings via webinar. The webinars must be presented live as well as recorded and made available for viewing.
 - 1.4.1.6.3. Provide online trainings on current and relevant child welfare content for child welfare workers and supervisors.

- 1.4.1.6.4. Utilize adult learning principle as part of the presentation method to reinforce learning.
- 1.4.1.6.5. Utilize own equipment/technology to develop and deliver online training opportunities.
- 1.4.1.6.6. Maintain a system of registration and attendance for each session and provide that information to MDHHS/OWDT.
- 1.4.1.6.7. Maintain a system where child welfare staff and caregivers can access online training sessions.
- 1.4.1.6.8. Participate in quality assurance activities, as directed by MDHHS/OWDT, which may include evaluation of training at levels one and two as established by Kirkpatrick's Levels of Evaluation.
- 1.4.1.6.9. Identify gaps in practice and in-service training needs in collaboration with the MDHHS/OWDT.
- 1.4.1.6.10. Publish a schedule of training sessions, and obtain approval from MDHHS/OWDT 30 calendar days prior to any change in training sessions.

1.5. **SURVEYS:** Contractor must partner with DHHS-OWDT to develop and maintain electronic satisfaction surveys.

1.6. **SPECIFIC (IT) STANDARDS:**

1.6.1. **IT Policies, Standards and Procedures (PSP)**

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

1.6.1.2. Public IT Policies, Standards and Procedures (PSP):

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

1.6.2. **Acceptable Use Policy**

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. 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.

1.6.3. **SOM Digital Standards**

All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at www.michigan.gov/standards.

1.6.4. **Mobile Responsiveness**

The Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device as some trainees may be accessing online materials via tablet, etc.

1.6.5. **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. The State is requiring that Contractor's proposed Solution, where relevant, to 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

1.7. **USER TYPE AND CAPACITY:**

Type of User	Access Type	Number of Users	Number of Concurrent Users
In-Person	Classroom	35/session	35
Online	ZOOM	75/session	75

Contractor must be able to meet the expected number of concurrent Users listed above.

1.8. END USER OPERATING ENVIRONMENT:

- 1.8.1. The SOM environment is X86 Vmware, IBM Power VM and Oracle VM, with supporting enterprise storage monitoring and management.
- 1.8.2. The software must run under commonly used web browsers. At a minimum the software must support Internet Explorer v11 or higher, or Edge, Chrome v71 or higher, Firefox v62 or higher, and Safari v12 or higher for iOS operating systems.
- 1.8.3. Contractor must support the current and future State standard environment at no additional cost to the State.

1.9. SOFTWARE:

- 1.9.1. For online training session delivery, Michigan State University’s ZOOM account utilizes ZOOM Video Webinar, which can scale up to 10,000 users/session.
- 1.9.2. This is done in conjunction with MSU’s existing ZOOM account and does not convey costs to the State in this contract.

1.10. HOSTING:

- 1.10.1. Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours.

1.11. PRODUCTS AND SERVICES:

- 1.11.1. 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.

1.11.2. 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.

1.11.3. 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.

1.11.4. 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 Program Managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

1.12. **Secure Web Application Standard:** Contractor's solution must meet the State's Secure Application Development Standards as mandated by the State.

1.13. **Secure Application Development Life Cycle (SADLC):** Contractor is required to meet the States Secure Application Development Life Cycle requirements that include:

1.13.1. **Security Accreditation:** Contractor is required to complete the State Security Accreditation process for the solution.

1.14. **Application Scanning**

1.14.1. **Externally hosted solutions**

1.14.1.1. Contractor is required to grant the right to the State to scan either the application code or a deployed version of the solution; or in lieu of the State performing a scan, Contractor must provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning

tool. These scans must be completed and provided to the State on a regular basis or at least for each major release.

1.14.1.2. For COTS or vendor owned applications, Contractor, at its sole expense, must provide resources to complete the scanning and to complete the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

1.14.1.3. Types of scanning and remediation may include the following types of scans and activities:

- Dynamic Scanning for vulnerabilities, analysis, remediation and validation
- Static Scanning for vulnerabilities, analysis, remediation and validation
- Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation and validation

1.15. Infrastructure Scanning

1.15.1. Externally hosted solutions: A Contractor providing Hosted Services must scan the infrastructure at least once every 30 calendar days and provide the scan's assessment to the State in a format that can be uploaded by the State and used to track the remediation.

2. STAFFING:

2.1. Contractor Representative

2.1.1. The Contractor must appoint at least one individual specifically assigned to State of Michigan accounts, who must respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

2.1.2. The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

2.1.3. Contractor Representative: **Bartley J. Moore, MSU Research Administrator**
moorebar@msu.edu, 517-432-6882

2.2. Roles and Responsibilities:

2.2.1. Training Staff must meet the following criteria:

- 2.2.1.1. Knowledge of the child welfare system, preferably having worked in it, and understanding of family dynamics, and families at risk..
 - 2.2.1.2. Five (5) years of previous experience providing and coordinating training to Child Welfare staff and Caregivers.
 - 2.2.1.3. Possess a minimum of two years previous training delivery experience for adult professional learners.
 - 2.2.1.4. Trainers must have a Bachelor’s level degree in a human service field (e.g. social work, psychology, social studies, criminal justice, etc.) or a minimum of 90 hours towards achieving said degree.
- 2.2.2. The contractor must ensure training is provided statewide.
- 2.2.3. The contractor must ensure that any trainers from organizations they may subcontract with meet the contract requirements.
- 2.2.4. The contractor must have an established partnership with accredited graduate social work programs throughout the State.
- 2.3. The Contractor must provide staff and expert consultants as necessary to meet all requirements as identified in the “Work and Deliverables” section of this statement of work.

2.4. **Contract Administrator:** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Chelsea Lugibihl 525 W. Allegan St. 1 st Floor NE PO Box 30026 Lansing, MI 48909 lugibihlc@Michigan.gov 517-643-7006	Diane Cox 426 Auditorium Road, Rm 2 East Lansing MI 48824 cox@osp.msu.edu 517-884-4243

2.5. **Program Manager:** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Sabrenah May 3038 W. Grand Blvd., Suite 6-300 Detroit, MI. 48202 MayS3@michigan.gov (517) 282-2843	Kadi Prout 655 Auditorium Road East Lansing, MI 48823 kadi.prout@gmail.com 248-877-7910

2.6. Training Staff Requirements:

2.6.1. The Contractor must assure that appropriately credentialed or trained staff under its control, including Contractor employees and/or subcontractors, must perform functions under this Contract.

- a. Trainers must have knowledge of the child welfare system, and understanding of family dynamics, and families at risk.
- b. Trainers must have a minimum of two years previous training delivery experience for adult professional learners.
- c. Trainers must have a Bachelor’s level degree in a human service field (e.g. social work, psychology, social studies, criminal justice, etc.) or a minimum of 90 hours towards achieving said degree.

2.7. Technical Support

2.7.1. The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support. The Contractor must be available for calls and service during the hours of 8:00 am to 5:00 pm EST.

2.7.1.1. **School of Social Work -- Chris Sibley: 517-432-2195**

2.7.1.2. **MSU IT Services – 517-432-6200**

1.1.1. When providing technical support, the Call Center must resolve the caller's issue within 60 minutes.

2.8. **Work Hours:** The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.

2.9. Key Personnel:

2.9.1. The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 hours. **Key personnel can include, but are not limited to the Contractor Representative, Project Manager, Trainers, Subcontracted Personnel, and other roles key to the success of this program.**

2.9.2. Contractor's Key Personnel must be on-site at in-person training and/or meetings during the following times, as requested by the State: Monday – Friday; 8:00am – 5:00pm.

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

2.9.4. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include

replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

2.10. **Unauthorized Removal of Personnel:**

2.10.1. For the Unauthorized Removal of any Key Personnel (including the Contractor Representative) designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.

2.10.2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$50,000.00 per individual.

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

2.11. The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:

2.11.1. Name and title of staff that will be designated as Key Personnel.

2.11.2. Key Personnel years of experience in the current classification.

2.11.3. Key Personnel's roles and responsibilities, as they relate to this Contract, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.

2.11.4. Identify if each Key Personnel is a direct, subcontract, or contract employee.

2.11.5. Identify each Key Personnel's percentage of work time devoted to the resulting Contract.

2.11.6. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract / Contract	5. % of Work Time	6. Physical Location
Gary Anderson	28 years	Principal Investigator/ Director	Direct	10%	East Lansing, MI
Kadi Prout	12 years	Program Manager	Direct	40%	Lansing, MI
Ashlee Barnes-Lee	1 year	Curriculum Specialist	Direct	10%	Detroit, MI
Gina Gembel	1 year	Continuing Education Director	Direct	15%	East Lansing, MI
Gretchen Sheneman	12 years	Evaluation Director	Direct	10%	East Lansing, MI
Rosemary Jackson	10 years	Caregiver Training Specialist	Direct	10%	East Lansing, MI

2.12. **Organizational Chart:** The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

2.12.1. **Director (Dr. Anderson)**

2.12.1.1. Program Manager (Kadi Prout)

2.12.1.1.1. Caregiver Training Specialist (Rosemary Jackson)

2.12.1.1.2. Subcontractors—accredited social work programs with a graduate program in social work (MSW) and with continuing education capacity/programs (listed)

2.12.1.2. Curriculum Specialist (Dr. Barnes-Lee)

2.12.1.3. Continuing Education Director (Gina Gembel)

2.12.1.4. Evaluation Director (Gretchen Sheneman).

2.12.1.4.1. Evaluation Consultant. will report to the Program Manager.

2.13. **Disclosure of Subcontractors** : If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

2.13.1. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

2.13.2. The relationship of the subcontractor to the Contractor.

2.13.3. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

2.13.4. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Bidder must provide detailed information as requested in the above requirement(s).

The legal business name, address, telephone number of the subcontractor(s).

1. Andrews University
Department of Social Work
4141 Administration Drive
Berrien Springs, Michigan 49104
269-471-6196

2. Eastern Michigan University
School of Social Work
343 Marshall Building
Ypsilanti, Michigan 48197
734-487-0393

- | | |
|--|---|
| | <ol style="list-style-type: none">3. Ferris State University
Department of Social Work
820 Campus Drive, ASC 2108
Big Rapids, Michigan 49307
231-591-2737
4. Grand Valley State University
School of Social Work
401 West Fulton
391C DeVos Center
Grand Rapids, Michigan 49504
616-331-6550
5. Madonna University
School of Social Work
36600 Schoolcraft Road
Livonia, Michigan 48150
734-432-5758
6. Northern Michigan University
Social Work Department
1401 Presque Isle Avenue
Marquette, Michigan 49855
906-227-2842
7. Saginaw Valley State University
Master of Social Work Program
7400 Bay Road University Center
Saginaw, Michigan 48710
989-964-4077
8. Spring Arbor University
School of Social Work
106 East Main Street
Spring Arbor, Michigan 49283
517-750-6764
9. University of Michigan
School of Social Work
1080 South University Avenue
Ann Arbor, Michigan 48109
734-764-5347
10. Wayne State University (invited) |
|--|---|

	<p>School of Social Work 5447 Woodward Avenue Detroit, Michigan 48202 313-577-4409</p> <p>11. Western Michigan University School of Social Work 1903 W. Michigan Avenue Kalamazoo, Michigan 49008 269-387-3173</p>
<p>A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities.</p>	<p>Each subcontractor is a social work program, in a Michigan university, fully accredited by the Council on Social Work Education. Each subcontractor is a graduate social work program (MSW); the majority of the programs also provide accredited Bachelor of Social Work (BSW) programs. Each program will work with MSU and OWDT to identify topics for training, construct content and course objectives, and identify and assign a highly qualified presenter (all presenters will have a resume on file with the subcontractor and MSU). Each subcontractor will cooperate with MSU in implementing the training evaluation, including providing relevant data for MSU’s reporting purposes to OWDT. Each subcontractor will have a designated program manager with whom MSU will maintain regular communication. Each subcontractor will designate a representative to a Training Advisory Board, meeting twice a year to review evaluations, promote diversity, equity and inclusion in training opportunities, identify gaps and future opportunities for training, and promote adult learning and up-to-date and relevant content for current child welfare workers and supervisors in Michigan’s public and private agencies. Each subcontractor has the capacity to deliver training based on meeting accreditation standards, child welfare relevant curriculum, child welfare experienced faculty and trainers associated with the social work program, continuing education experience, and a history of partnership with MSU. Each subcontractor will provide approximately 4 training events a year (this</p>

	<p>will be flexible based on opportunity and project need). Subcontractors will contribute a geographically diverse set of training locations, training facilities, disseminating information on training to their communities and professional networks, and gain feedback from their alumni and affiliated child welfare field placements that can promote and inform the training project.</p>
<p>The relationship of the subcontractor to the Bidder.</p>	<p>Michigan State University School of Social Work is the Bidder and like all of the subcontractors, we are an accredited social work program in Michigan and that is our shared relationship. In addition, we have worked with most of these social work programs in delivering in-service training over the past decade—they have been subcontractors for MSU previously. This contract adds three social work programs: Madonna University (in the Detroit Metropolitan area with programs in the city of Gaylord and Macomb County), Northern Michigan University (in the Upper Peninsula), and Saginaw Valley State University. These are newly accredited MSW programs and will add expertise and geographic access to our program. MSU has a strong working relationship with Northern and Saginaw Valley State as MSU developed and delivered graduate education in partnership with these programs, until such time as each became independently accredited. MSU has also offered an MSW program in Gaylord—a program now administered by Madonna University.</p>
<p>Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.</p>	<p>The MSU program has demonstrated the ability to build and sustain a positive and strong collaboration with graduate schools of social work in Michigan for more than a decade. Our twelve-year, multi-school partnership has successfully delivered child welfare training workshops across the state of Michigan. Building on this experience, we intend to maintain this partnership through regular communication with the designated</p>

	<p>liaisons at the schools of social work, continue an initial orientation to the in-service program, add semi-annual face-to-face Training Advisory Board meetings, increase the involvement of schools in the delivery of a number and range of training events, continue to have subcontracts with graduate schools to share funding, expand the number and depth of evaluation activities engaged in by partner schools, solicit regular feedback on the impact and success of the training events, provide feedback to schools providing training to assure consistency and high quality across programs, and engage in other continuous quality improvement activities while affirming this collaborative relationship.</p>
<p>A complete description of the Contract Activities that will be performed or provided by the subcontractor.</p>	<p>Consistent with past activities under MSU’s leadership, each subcontractor will (1) use their expertise and knowledge to design in-person and online workshops to meet the needs of Michigan’s child welfare workforce, including suggesting topics, well-qualified presenters, and developing course objectives and content; (2) participate in the evaluation of these workshops and understanding the knowledge gained by participants. This will include administering pre-tests, post-training surveys and other evaluation instruments and reporting results to MSU; and (3) marketing workshops to their alumni, agency partners and relevant community organizations. Each subcontractor will use the facilities and resources of their university to effectively deliver in-person and online training. Each social work program will participate on a Training Advisory Board to MSU/MDHHS to inform, review and improve training content and participation. The number of trainings and the combination of in-person and online trainings will be determined in consultation with each subcontractor based on their capacity, interest, geographic coverage, and other program</p>

	priorities. It is expected that each subcontractor will provide four in-person (44 out of 50) and at least one online training annually (11 out of 25). This number may vary from year to year.
Of the total bid, the price of the subcontractor's work.	The subcontractor's work will provide approximately \$70,000 annually; this is approximately 30% of the total budget (direct and indirect costs).

3. SECURITY:

- 3.1. The Contractor will be subject to background checks.
- 3.2. The Contractor must explain any additional security measures in place to ensure the security of State facilities. The State may require the Contractor's personnel to wear State issued identification badges.
- 3.3. The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

4. PROJECT MANAGEMENT & PLAN:

- 4.1. The Contractor will carry out this project under the direction and control of the Program Manager.
- 4.2. Within 30 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval.
- 4.3. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in this contract; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

5. MEETINGS:

- 5.1. Although there will be continuous liaison with the Contractor team, the MDHHS/OWDT Program Manager will meet as needed with the Contractor's Project Manager for the purposes of planning, evaluation/reviewing progress, and providing necessary guidance to the Contractor in solving problems which arise.
- 5.2. The Contractor must meet with MDHHS/OWDT on mutually agreed upon times/dates.
- 5.3. The State may request other meetings, as it deems appropriate.

6. REPORTING:

6.1. General:

- 6.1.1. The Contractor must demonstrate measurable progress per the data fields detailed in the reports below.
- 6.1.2. Reports must be provided to the MDHHS/OWDT Program Manager.
- 6.1.3. The content and format of the reports will be mutually agreed upon by the Contractor and the MDHHS/OWDT Program Manager.
- 6.1.4. The reporting period is from October 01 thru September 30, each year of the contract.

6.2. Report Content:

- 6.2.1. Contractor will work with DHHS-OWDT to provide a detailed executive -level evaluation report with data drawn from surveys and results from other initiatives on annual basis. The executive summary must be submitted no more than 30 calendar-days following the reporting period.
- 6.2.2. For online and in-person training, the Reports must:
- 6.2.3. Detail the overall effectiveness of the training
- 6.2.4. Indicate engagement of the training audience
- 6.2.5. Measure the total number of attendees
- 6.2.6. Detail anecdotal descriptions of successes, challenges, recommended items to sustain, remove, or to improve.

7. PRICING:

7.1. **Price Term:** Pricing is firm for the entire length of the Contract.

7.2. Price Changes

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

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

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

8. ORDERING:

8.1. **Authorizing Document:** The appropriate authorizing document for the Contract will be a purchase order or a delivery order, (both referencing the resulting master agreement number).

9. INVOICE AND PAYMENT:

- 9.1. **Invoice Requirements:** All invoices submitted to the State must include: (a) date; (b) delivery or purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. **Overtime, holiday pay, and travel expenses will not be paid.**
- 9.2. **Payment Methods:** The State will make payment for Contract Activities via EFT.
- 9.3. **Procedure for Acceptance:**
- 9.3.1. The following criteria will be used by the state to determine Acceptance of the Services or Deliverables provided under this SOW. The MDHHS/OWDT/MDHHS Program Manager will be responsible for verifying that the work:
- 9.3.1.1. Was performed in the time period referenced;
 - 9.3.1.2. Met the work or deliverable criteria; and
 - 9.3.1.3. Was performed according to Contract specifications.
 - 9.3.1.4. Upon work and deliverable approval, the MDHHS/OWDT/MDHHS Project Manager will forward the approved invoice for additional review and payment according to the MDHHS approval path.
- 9.3.2. Final Acceptance:
- 9.3.2.1. Final acceptance will be formal written approval of completion of deliverables by the MDHHS/OWDT Program Manager.
 - 9.3.2.2. Any intermediate acceptance of sub-Deliverables does not complete the requirement of Final Acceptance.
 - 9.3.2.3. MDHHS/OWDT/MDHHS and the Contractor must sign a statement at the time of final acceptance stating that both parties agree that the project has been completed, and that final payment has been made.

10. SERVICE LEVEL AGREEMENTS (SLAs)

10.1. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Publishing Schedule of (Approved) Training Schedules	
Definition and Purpose	Training schedules must be published no more than 30-calendar days upon approval by the Program Manager.
Acceptable Standard	<p>Per Schedule A, Item 1.3.4.10. Publish a schedule of training sessions, and obtain approval from MDHHS/OWDT 30 calendar days prior to any change in training sessions.</p> <p>Per Schedule A, Item 1.4.1.16 Publish a schedule of training sessions, and obtain approval from MDHHS/OWDT 30 calendar days prior to any change in training sessions.</p> <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SLA Metric 2. In-Person Training Requirements	
Definition and Purpose	This metric is designed to prescribe the requirements for in-person training sessions, to ensure sessions are consistently managed and provided to users in a consistent manner.
Acceptable Standard	Per Schedule A, Item 1.3.1. The contractor must provide not more than one hundred and sixty-five (165) instructor led in-person training sessions for the duration of the contract. Fifteen (15) of which must be specifically for caregivers.

SLA Metric 2. In-Person Training Requirements

	<p>Per Schedule A, Item 1.3.2. Training sessions will consist of one half-day classroom training with no fewer than three hours of instruction each day.</p> <p>Per Schedule A, Item 1.3.3. Training sessions must include one fifteen-minute break. Trainers must arrive prior to the start of training and must be available for questions following each session.</p> <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SLA Metric 3. Online Training Requirements

Definition and Purpose	<p>This metric is designed to prescribe the requirements for online training sessions, to ensure sessions are consistently managed and provided to users in a consistent manner.</p>
Acceptable Standard	<p>Per Schedule A, Item 1.4.1.2. The contractor must provide up to a maximum of seventy-five (75) online training sessions for the duration of the contract.</p> <p>Per Schedule A, Item 1.4.1.3. Fifteen (15) online training sessions must be specifically for caregivers.</p> <p>Per Schedule A, Item 1.4.1.4. Each training session must be not less than one hour in duration; live/recorded webinars and eLearning will be considered online training.</p> <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to	<ol style="list-style-type: none"> \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year.

SLA Metric 3. Online Training Requirements

<p>Meet the Service Level Agreements</p>	<p>2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>
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SLA Metric 4. Submission of Final Project Plan

<p>Definition and Purpose</p>	<p>Within 30-calendar days of the Effective Date, the final project plan must be submitted for approval by the Program Manager. This is to ensure timely commencement of the program.</p>
<p>Acceptable Standard</p>	<p>Per Schedule A, Item 4.2. Within 30 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval.</p> <p>The acceptable standard is 100% compliance.</p>
<p>Credit Due for Failing to Meet the Service Level Agreements</p>	<p>\$500.00 may be assessed for failure to submit as required.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SLA Metric 5. Submission of Annual Executive Level Report

<p>Definition and Purpose</p>	<p>Within 30-calendar days of the conclusion of each reporting period, the annual executive level evaluation must be submitted to the Program Manager.</p>
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SLA Metric 5. Submission of Annual Executive Level Report

Acceptable Standard	<p>Per Schedule A, Item 6.2.1, Contractor will work with DHHS-OWDT to provide a detailed executive -level evaluation report with data drawn from surveys and results from other initiatives on annual basis. The executive summary must be submitted no more than 30 calendar-days following the reporting period.</p> <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<p>\$500.00 may be assessed for failure to submit as required.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SCHEDULE B - PRICING

**Master Agreement #210000000933
Child Welfare Staff Training Services**

Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

Type of Training	Price Per Training Session
<i>In-Class Training</i>	\$1,300.00/Event
<i>Online Training</i>	\$1,250.00/Event