



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 3

to

Contract Number MA220000001260

CONTRACTOR	CSST Software, LLC
	948 D. St.
	Salida CO 81201
	Paige Teegarden
	571.233.2627
	pteegarden@empoworbycsst.com
	VS0227259

STATE	Program Manager	Various	Various
	Contract Administrator	Natalie Chambers	DTMB
		517-246-8919	
		chambersn@michigan.gov	

CONTRACT SUMMARY						
MDHHS Bureau of Community Action and Economic Opportunity (BCAEO) - Client Mgt. System						
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE			
September 13, 2022	September 13, 2027	5 - 12 Months	September 13, 2027			
PAYMENT TERMS		DELIVERY TIMEFRAME				
Net 45		N/A				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING			
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No			
MINIMUM DELIVERY REQUIREMENTS						
N/A						
DESCRIPTION OF CHANGE NOTICE						
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE		
☐		☐				
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE				
\$2,747,025.00	\$516,425.00	\$3,263,450.00				

DESCRIPTION

Effective June 24, 2025, the Contract is hereby increased by \$516,425.00 and the following amendment incorporated to re-structure Phases in Scope of Work as well as Deliverables from Change Notice #2 and Payment Schedule/Total Cost

The contract is amended to also incorporate the below updated ADA Compliance Language. This language replaces, in its entirety, the previous WCAG 2.0 Level AA language. No additional funding is required. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

Please note the Contract Administrator has been changed to Natalie Chambers.

ADA WCAG 2.1 Level AA Language COMPLIANCE:

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites, applications, content, and electronic documents. Due to a change in the law, the State is required to comply with specific accessibility standards for websites, applications, content and documents. Starting 4/24/2026, throughout the Term, all websites, applications, software, content, and electronic documents, including but not limited to mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet), created, provided, or made available by the Contractor under this Contract, must comply with WCAG 2.1 Level AA.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
MDHHS	Melanie Sanford	517-285-0412	SanfordM2@michigan.gov
MDHHS	Kris Schoenow	517-388-3085	SchoenowK@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: CSST-empowOR Weatherization Module	Period of Coverage: 1/1/2025 – 05/29/2026
Requesting Department: MDHHS - BCAEO	Date: 05/13/2025
Agency Program Manager: Melanie Stanford	Phone: 517-285-0412
DTMB Program Manager: Duane Kerkstra	Phone: 248-660-0132

Brief description of services to be provided:

PROJECT OBJECTIVE:

This SOW amends only the Scope of Work and Deliverables as described within Contract Change Notice (CCN) #2 for the empowOR Weatherization Module issued under the Contract MA2200000001260 for CSST Software, LLC (hereinafter "Contractor" or "CSST").

All terms, conditions, pricing and specifications contained in the Contract and subsequent Contract Change Notices remain in full force and effect unless specifically set out in this SOW.

Due to unanticipated scheduling complications, the contractor has requested to re-structure Phases in Scope of Work as well as Deliverables from CCN #2 and Payment Schedule/Total Cost. There are no additional revisions to any other section.

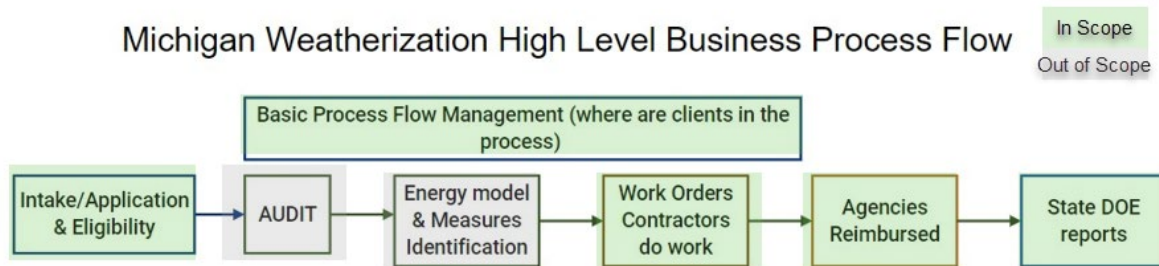
This SOW is an amendment to CCN#2 which has funding approved in the amount of \$204,425.00 which the Contractor is performing work that started 1/2025. This change notice is requesting additional funding needed for \$312,000.00 to align with restructured phases and to complete scope of work.

Cost Breakdown

Total Cost per this SOW:	\$516,425.00 (Final Project Cost)
CCN#2 Total Cost:	-\$204,425.00 (Cost previously approved)
Difference in Total Cost:	\$312,000.00 (Additional Funding needed)

SCOPE OF WORK:

The Contractor must develop and implement in Phases the following Weatherization Intake/Application and & Eligibility components, along with the State Department of Energy (DOE) Reports as outlined below:



The Contractor must provide ongoing Support Services for the Maintenance and Operations and any system security plan updates for the empowOR Client Management System advanced features and WAP module as described within the existing Contract.

1. Intake and eligibility:

- 1.1. A user must be able to set data elements that are part of priority points in program set up.
- 1.2. Set data elements must be visible on the enrollment/service landing page as read only by way of an enrollment summary.
- 1.3. A user must be able to see a summary, a set of priority points on the enrollment form. The enrollment form will have a set of priority set up by a state user through program rules set up functionality. This functionality must help the user determine if the case is ready for enrollment and if it should be prioritized.

2. Validation for Eligibility:

- 2.1. When MDHHS staff are moving a potential weatherization job to an 'approved'/enrolled job, the address must be validated that it has not been weatherized in the past. To make this comparison, the WAP module must "standardize" the address they have selected on the enrollment using the United States Postal Service (USPS) API or Google API and then check that standardized address against the history table.
- 2.2. An MDHHS Weatherization (WX) Program Manager must be able to import historical WX data which the WAP module will standardize so that addresses are not weatherized again according to whatever funding source rules are relevant for that weatherization job.

3. Waitlist Report/Data Set

- 3.1. A user must be able to see a report that shows one or more program instances and all enrollments, limited to a particular status with prioritization information so that the user can appropriately prioritize and assign work for the next 'person' in line to receive the service.

4. Initial Work Order Creation

- 4.1. Users must be able to create work orders for contractors and/or internal crews including conservation measure and costs.
- 4.2. The user must be able to add one or more Health and Safety or Incidental Repair items to work orders.
- 4.3. I need to pull information about “active” contractors (the organization) when I’m selecting contractors for work on a work order. NOTE: active means expiration date is null or in future and ‘bid date’ is today or the past.
- 4.4. I need to see the categories and the services associated with contractors at the time of adding the contractor to Work Orders so that I know the contractor can do the work required.
- 4.5. [Reporting] I need to see a report of contractors with their status, their categories, services and list of the work orders that they are currently on so that I can manage work happening between contractors.
- 4.6. I want the Work Order Summary ‘card’ visible from the enrollment and service page to show the following information only on closed status: Contractor Name, Funding Allotments (concatenated list + \$ total in that allotment), Total Estimated Cost (sum of all measures estimated cost) and work order status.
- 4.7. A user must be able to add notes to a work order.
5. Program Management:
 - 5.1. A user must be able to establish custom enrollment statuses that are partnered with standard empowOR statuses.
 - 5.2. Contractor Staff/Contractor Staff and Crew Members.
 I want to be able to track information about contractors that we can use on Weatherization Jobs so that I can stay in compliance and be able to better manage my work.
 - 5.2.1. I need to be able to upload important documents on my contractors such as licenses, insurance, w-9s, pricing lists, etc. so that I know they can be active, compliant contractors for WX work including document type, issue date, expiration date, and ability to select a specific ‘contact’/contractor staff to associate the document with.
 - 5.2.2. I need to be able to identify the Category (i.e., energy) of the contractor to verify certifications and training needed for them to be active contractors in my agency.
 - 5.2.3. I need to identify what type of work that my contractors do so that I can appropriately assign the contractor to the work. (i.e. electric, plumbing, drywall, etc.).
 - 5.2.4. I need to be able to see when a contractor bid starts and ends (last bid date and bid expiration date), so that I can determine active status.
 Note: the expiration date will be used to determine if the organization shows to be selected on work order.

- 5.2.5. I want to be able to track specific information about people who work for organizations of the type “Contractor” so that I can better track their training and certifications and be able to assign them as inspectors or energy auditors.
- 5.2.6. I need to be able to identify crew related contact information by role so that I know who to contact for jobs and so that I can understand what certifications that role might need. Note: this does not include any automation of the listing of expected training or certifications based on the role.
- 5.2.7. I need to be able to track specific criteria for each individual crew member such as worker status, unique identifier, hire date, alt id, and debarment list date, so that I know which crew members are active to be assigned to work.
- 5.2.8. I need to be able to track the Certifications and/or Training that ‘contacts’ in the organization type of contractor have along with the issue/training date and expiration date for those and if the training counts toward comprehensive training, so that I can ensure that contractors have the appropriate training and certifications to remain Active in my system.
- 5.2.9. [Status Supplemental Info] at specified changes in enrollment custom status (on the supplemental info), I need to be able to select from a list of Organization Contacts (employees) that have specified roles of Energy Auditor OR QCI Inspector so that I know who the energy auditor was and who the inspector was.
 Note: these are two of the defined fields in the library of possible fields for the enrollment custom status supplemental information

5.3. Individual Weatherization Job Management

- 5.3.1. I want a log / table of Job Status Changes for an individual job where I can change current status, have that add a log/ activity table record and I can have customizable fields associated with each change in status and I can have specific functionality associated with some fields or actions on this ‘supplemental information’ page so that I’m able to track each change in status, and see the history of actions on that job.
- 5.3.2. I want to be able to have a Job Management Status (empowOR calls it Enrollment Custom Status) in the individual weatherization job management component (empowOR enrollment form)
- 5.3.3. I want an update of the enrollment dialogue to add new options and logic including updating enrollment dialogue to angular code project
 - 5.3.3.1. Include a non-editable date/time field that records when they change the status.
 Note: Custom Status here is not constrained to only those configured as possible NEXT statuses.
- 5.3.4. I want to have the job management status field (enrollment custom status) appear in the Job Management Form Supplemental Information component and I want only specific custom statuses to be available for selection based on the current selected custom status.

- 5.3.5. I want those Custom Statuses to have one or more other custom statuses that are available when that status is the current selected status (and user is in the supplemental information form) (i.e. the next possible statuses)
- 5.3.6. I want those Custom Statuses to have a custom status group associated with them to facilitate the display in the dashboard
- 5.3.7. I want those Custom Statuses to be able to be assigned as an acceptable “end states” for the job meaning that they will not be counted in the denominator of any calculations about “in process” jobs.
- 5.3.8. I want to have a list of the log of all enrollments custom status changes that have been saved on a weatherization job and be able to navigate to and edit the supplemental information fields associated with that custom status change.
- 5.3.9. I want to be prompted to enter critical additional information about that specific custom enrollment status change which provides information about the actions happening in that Status Change to assist the manager in managing the job. (Called Enrollment Custom Status Supplemental Information) This includes:
 - 5.3.9.1. Configuring any number of additional custom fields associated with a specific custom enrollment status change.
 - 5.3.9.2. These can be any fields that don't have explicit functionality associated with them
 - 5.3.9.3. Identify which must be completed prior to moving to next status
- 5.4. I want the ability to add fields from a library of defined fields (that have functionality associated with them) that can be associated to each enrollment custom status change
 - 5.4.1. Identify which must be completed prior to moving to next
 - 5.4.2. Field list to date:

NOTE: Scope is based on the following fields:

 - 5.4.2.1. scheduled date (defined so that it can be in the log table)
 - 5.4.2.2. completed date (defined so that it can be in the log table)
 - 5.4.2.3. Document Upload (with Type: new managed type)
 - Component includes selection of document type and selecting the document to upload
 - NOTE WaWeb PDF (report of audit) --need this type uploaded before moving to next status
 - 5.4.2.4. SHPO <Since this one is not per status change but is intended to be consistent across any status change i think we'll need it here in defined fields.>

- 5.4.2.5. Health and Safety Check Box (to be able to show these in the dashboard)
- 5.4.2.6. Assigned staff (multi select)
- 5.4.2.7. Assigned Auditor--List is Organization contact role of Energy Auditor
- 5.4.2.8. Assigned Inspector--List Organization contact role of QCI Inspector (should not be the same as auditor name; then ask waiver-upload, if same then must have the upload to move to next status)
- 5.4.2.9. Assigned Contractor--List of organizations with an expiration date null or in the future.
- 5.4.3. I want a new component showing a list of all custom enrollment statutes changes for a specific job (called log table) and a means of editing the custom status supplemental information saved for new custom enrollment status and actual entry of the answers to the questions
- 5.4.4. I want validation so that the user is not able to move to the next status unless identified fields are completed.
- 5.4.5. I want to be able to enter instructional text for the user that will appear at the top of the enrollment custom status supplemental info page. This would allow note to see inspections or see service summary or other.
- 6. Misc. Enhancements
 - 6.1. I want to have the qualifying income masked (not visible) on the enrollment component once it has been selected and saved unless the user has specific permission.
 - 6.2. I want the work order service template to have a "Work Order Type" (Managed List Item) so that I can separate out Readiness work and Weatherization work.
 - 6.3. I want the ability to export the work order information to PDF from the work order details page to provide to the contractor (format to be provided but fields to include those on the work order OR directly related to client (i.e. client address).
 - 6.4. I want to be able to select from any documents associated with the 'audit' (user selects custom status) custom status change, so those documents are grouped with the Work Order PDF for download.
 - 6.5. I want the Work Order Summary 'card' visible from the enrollment and service page to show the following information only on closed status: Contractor Name, Funding Allotments (concatenated list + \$ total in that allotment), Total Estimated Cost (sum of all measures estimated cost) and work order status.
 - 6.6. On add new measure, if the job has any JSON uploaded measure+components, then I want a drop down where I can select a measure + compo from latest uploaded Json and have the system fill in the name, component, estimated cost and comment which could then be edited.

7. Program Management Dashboard

- 7.1. I want a page called Program Management Dashboard which allows me to filter by a program and one or more program instances and a start and end date and the Show Only jobs with Open Health and Safety Issue. The filters selected will impact all the 'widget'/components on the Dashboard which are detailed in subsequent stories. This page allows me to understand the overall status of weatherization enrollment jobs and facilitates the scheduling of work and the movement of jobs through the weatherization process.
- 7.2. I want a 'summary enrollments by statuses' component on the dashboard that shows cards in (linear) order based on the group of custom enrollment statuses for the program and the order of those custom statuses. The card will show a summary of the number of enrollments that are in each custom status in the group and % in each actual custom status where the denominator for all enrollments is either the number of enrollments in the Final Custom Enrollment Status Group OR the total number of enrollments in all groups except for the Final Custom Enrollment Status Group. Note: need the ability to group custom enrollment statuses together
- 7.3. I want a component 'enrollment lists' on the dashboard that shows the list of enrollments grouped by custom enrollment status which is accessed by clicking on the 'card' in the 'summary enrollments by statuses'
 - 7.3.1. HHID
 - 7.3.2. Case Number, (sortable)
 - 7.3.3. Household name, Last name, First name (sortable)
 - 7.3.4. Address
 - 7.3.5. Phone number
 - 7.3.6. Enrollment start date-end date
 - 7.3.7. Current enrollment custom status (sortable)
 - 7.3.8. Current enrollment custom status Scheduled Date
 - 7.3.9. Current enrollment custom status Completed Date
 - 7.3.10. Is there a Health and Safety Y in an enrollment custom status change without a completion date
 - 7.3.11. Check for missing Completed dates
- 7.4. On the 'enrollment lists' component, I want to be able to search the list of enrollments/jobs by
 - 7.4.1. Case Number
 - 7.4.2. Contractor related to any work order associated with the enrollment. ...I
 - 7.4.3. Only Show jobs that have a Health and Safety = Y and no Completed Date
 - 7.4.4. I want to be able to download the list to excel.

8. Additional Widgets

- 8.1. I want to have a 'widget' called "Uncompleted Work Rate" to management dashboard that shows the deferral rate and the uncompleted rate as calculated for any program instances selected at the top of my management/monitoring page so that I can better estimate my pipeline needs to keep up with production.
- 8.2. From the Dashboard, I want to be able to click to see a list of all jobs where there is a null schedule date OR null completed date

9. Flags and Alerts

- 9.1. I want to be able to provide 'rules' that will trigger compliance or best practice alerts/flags on weatherization jobs so that my grantees are warned as jobs are coming close to hitting contractual and best practice deadlines. Rules will have a name and will indicate which program enrollment custom statuses (with Completed Dates configured) are the "Start Date" for calculating the 'deadline' and the "End Date Status", the number of Days between those two.
- 9.2. I want to be able to indicate if a particular Flag Rule has between 1 and 3 alerts associated with it. The alert types are Upcoming, Warning and Alert and can be triggered by different days prior to the deadline for that specific enrollment.
- 9.3. I want to have a widget on the dashboard that shows a list of any jobs that have an alert/flag as configured in Flag Rules and whether the flags are compliance or best practice flags, potentially the alert type (upcoming, warning, alert) and be able to click on the row in the list and be taken to the enrollment and services page for that job.

10. Inspections Functionality

- 10.1. I want to be able to track information about one or more inspections per weatherization job (enrollment) so that I can understand what inspections have been completed and the details of which measures from work orders have passed inspections and which have not.
- 10.2. I want to be able to create one or more inspections for a weatherization job including following information:
- 10.3. Inspection Type (managed Type e.g. pre-inspection; deferral inspection, wx measure and health and safety inspection)
 - 10.3.1. Inspection Status (single select drop down; not tracked over time)
 - 10.3.2. Inspection Completion Date
 - 10.3.3. Inspector- Organization contact role of QCI Inspector
- 10.4. I want to be able to add inspection information for each measure+components that is covered by the inspection so that I can report to DOE about specific measures and their inspection status.
 Measure+Components (drop down of all non-archived measure+components in ANY work orders under the enrollment)
- 10.5. I want to export data in inspection to PDF so that the information can be printed and given to the Inspector. The export to PDF should include managed content options at the bottom to accommodate the QCI Statements and Signature Lines.

11. JSON Import

- 11.1. I want to upload JSON files from the configured enrollment custom status supplemental info where the “JSON Upload” has been included as a supplemental field. The JSON is from Oak Ridge National Laboratory -ORNL (a DOE approved energy modeling system); the JSON file is the one available on Work Orders in WAP and does not have a standard measureIDs
 NOTE: Every time a JSON file is imported for a weatherization job, the measures will be stored separately. In other words, we are not checking to see if the text description of the measure in the JSON already exists in empowOR. If the user imports a JSON and then runs the audit again in WAP and imports the JSON again, empowOR will save the JSON file and the previously uploaded JSON.
- 11.2. I want all uploaded measures and components to be a list of measures that are selectable in work orders
 - 11.2.1. Add a drop down to the work order above empty measures fields that are visible on add new; the drop down shows all measure+components in the most recent JSON upload.
 - 11.2.2. User is not limited to only those measures/components and can simply hand type a new measure/component on a work order
 - 11.2.3. If user selects one of those measure/components then the other information from the upload is inserted but can be edited
- 11.3. On the enrollment custom status supplemental info page where JSON Upload has been configured to exist, the user will be able to upload a JSON file; if they go to that same custom status change and upload again, then it would overwrite the JSON file. I will be able to download the JSON that was uploaded
- 11.4. I want an option to ‘create work orders’ where I can see a summary of the measures included in the JSON uploaded from that status change; I can select one or more measure+components, indicate which contractor and what work order type it is and click ‘assign’ and have those measures + Components appear in the ‘holding’ grid at the bottom of the page. I can select Remove from the ‘holding grid’ to remove that measure + component and have it available at top for selection again.
 - 11.4.1. The user can click Create Work Orders and as many work orders as have been set up on the ‘holding table’ are actually created and the system tracks which of the measure+components has been used in a work order so that if the user comes back to this specific page from that specific enrollment custom status change they are not able to select measure+components that were included in work orders already.

12. Reports:

- 12.1. Users must be able to generate a report that answers State Historic Preservation Office (SHPO) questions that minimally include:
 - 12.1.1. the number of possible weatherization jobs where the home is exempt from further review,

12.1.2. all exempted based on the SHPO program agreement list of exempt activities,

12.1.3. all excepted based on prior Community Development Block Grant CDBG review, and those homes that need a SHPO Section 106 review completed.

12.2. Users must be able to generate data for the DOE required reporting as specified in MDHHS 1071 Report. This data includes the number of jobs and which jobs utilized specified funding sources, jobs by unit/dwelling type, jobs by key demographic information such as elderly occupied, disabled occupied, native American occupied, <=125% poverty, occupied by children (various age ranges), pregnant household members, and re-weatherized; number of people assisted that are elderly, disabled, native American and children; household income by percent of poverty; jobs by primary heating fuel and the number of units that are High Energy Usage, High Energy Burden, and Family Independence Programs (FIP).

13. Training

13.1. Two 90-minute comprehensive virtual trainings will be provided to select management users who may train all subsequent authorized users. One session will be Admin focused, while the other will be End User Focused. These trainings will take place in the last sprint of the final iteration of the project and are intended to train select managers on end-to-end functionality within the Weatherization Module.

13.2. Comprehensive training documentation for all Weatherization program users detailing how to perform all functions and tasks related to Weatherization management will be provided along with the training for select management users.

OUT OF SCOPE

1. Parameters information necessary for energy modeling call.
2. House Audit Information.
3. Energy Modeling API call.
4. Save photos organized by section.
5. Educational documents for client sign off.
6. Lock enrollment so that enrollment and associated records cannot be edited post weatherization job completion
7. Multi-family work order and program management.
8. Import of training and certification data
9. Management of the process of training and certification for contractors
10. Inventory system the tracking of inventory and staff on

11. Change in JSON format
12. Additional Reporting beyond the DOE and the SHPO Reports
13. Minimum Production Widget
14. "Average Job Cost" Widget

DELIVERABLES:

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

	Deliverables in the Phase	Start Date	End Date
PHASE 1	Sprint 0 - Set up an Azure DevOps Project within the State organization, including entering and updating, all Epics, Features, User Stories and Project Management Plan, schedule and Charter Demo and UAT for: ● Validation for Eligibility ● Waitlist Report/Data Set ● Intake and eligibility	1/1/2025	4/30/2025
PHASE 2	Features and Mock-Ups for Remainder of Project	2/4/2025	4/30/2025
PHASE 3	Stories & Acceptance Criteria to Business for Features in Phase Demo and UAT Feedback for: ● Work Orders Part 1 ○ 4.1, 4.2, 4.7 ● Enrollment Custom Status ○ 5.1	2/19/25	5/21/25
PHASE 4	Stories & Acceptance Criteria to Business for Features in Phase Demo and UAT Feedback for ● Inspections ○ Does not include 10.5 ● Work Orders part 2 ○ 4.3, 4.4, 4.6 ○ Does not include 4.5, 6.6 ● Contractor Staff/Contractor Staff and Crew Members	5/14/25	7/23/25

	Basic Info and Documents Does not include 5.2.9		
PHASE 5	Stories & Acceptance Criteria to Business for Features in Phase Demo and UAT Feedback for: - Contractor Staff/Contractor Staff and Crew Members Training/Certifications - Does not include 5.2.9 - Enrollment Custom Status Supplemental Info Set Up (for approximately ½ of the defined fields identified)	7/9/25	9/10/25
PHASE 6	Stories & Acceptance Criteria to Business for Features in Phase Demo and UAT Feedback for: - Enrollment Custom Status Supplemental Info Set Up (remainder of the defined fields to include 5.2.9) - Enrollment Custom Status Supplement Info Log Table - Enrollment Custom Status Supplement Info Data Entry based on set up - Does not include 6.3, 6.4, 6.6 (not including JSON Upload Button or Create Work Order from JSON button)	8/27/25	10/29/25
PHASE 7	Stories & Acceptance Criteria to Business for Features in Phase Demo and UAT Feedback for: JSON Upload	10/15/25	12/17/2025

	• Create Work Orders from JSON Upload • Work Order (add Json Measure + Component Drop Down) ○ includes 6.6 • Work Order (print + select other documents) ○ includes 6.3, 6.4 • Inspections ○ includes 10.5		
Phase 8	Stories & Acceptance Criteria to Business for Features in Phase Demo and UAT Feedback for: • Program Management Dashboard • Flags and Alerts • Additional Widgets	1/5/26	2/21/26
Phase 9	Report on Specifications and Acceptance Criteria Demo of: • Reporting ○ Contractor Work Order ■ includes 4.5 ○ SHPO Report ○ DOE Report Training Sessions (two 90 min session) Weatherization Module Documentation	2/15/26	4/8/26
Phase 10	Close Out Activities Go Live (module available to agencies) Security Assessment and ATO	4/9/26	4/30/26

PAYMENT SCHEDULE:

Payment will be made upon satisfactory acceptance of each deliverable as stated in the Deliverables table. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals.

All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Program Managers prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

Weatherization Implementation Phase	Invoice Amount
Phase 1	\$54,425
Phase 2	\$65,000
Phase 3	\$42,500
Phase 4	\$42,500
Phase 5	\$42,500
Phase 6	\$42,500
Phase 7	\$42,500
Phase 8	\$42,500
Phase 9	\$42,500
Phase 10	\$99,500
This SOW Total	\$516,425.00
Previously Approved Funding from CCN #2	-\$204,425.00
Additional Cost	\$312,000.00

PROJECT CONTACTS:

The designated Agency Program Manager is:

Name: Melanie Sanford

Department: MDHHS
Area: Bureau of Community Action and Economic Opportunity
City/State/Zip: Lansing, MI 48933
Phone Number: 517-285-0412
Email Address: SanfordM2@Michigan.gov

The designated DTMB Project Manager is:

Name: Duane F. Kerkstra
Department: DTMB Agency Services
Area: MDHHS Administration & Departmental Solutions
Address: 235 South Grand Avenue
City/State/Zip: Lansing, MI 48933
Phone Number: 248-660-0132
Email Address: KerkstraD@Michigan.gov



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number MA220000001260

CONTRACTOR	CSST Software, LLC
	948 D. St.
	Salida CO 81201
	Paige Teegarden
	571.233.2627
	pteegarden@empoworbycsst.com
	VS0227259

STATE	Program Manager	Various	Various
	Contract Administrator	Mecca Martin	DTMB
		5172305694	
		MartinM42@michigan.gov	

CONTRACT SUMMARY				
MDHHS Bureau of Community Action and Economic Opportunity (BCAEO) - Client Mgt. System				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 13, 2022	September 13, 2027	5 - 12 Months	September 13, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,542,600.00	\$204,425.00	\$2,747,025.00		
DESCRIPTION				
Effective 10/29/2024, this Contract is increased by \$204,425.00 for DHHS use.				
The following amendment is incorporated into this Contract per the attached Statement of Work to develop, implement and maintain a module for the Weatherization Assistance Program (WAP).				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 10/29/2024.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
MDHHS	Melanie Sanford	517-285-0412	SanfordM2@michigan.gov
MDHHS	Kris Schoenow	517-388-3085	SchoenowK@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: CSST-empowOR Weatherization Module	Period of Coverage: 10/30/2024 - 05/31/2025
Requesting Department: MDHHS	Date: 08/22/24
Agency Project Manager: Melanie Sanford	Phone: 517-285-0412
DTMB Project Manager: Duane Kerkstra	Phone: 248-660-0132

BACKGROUND:

In September 2022, on behalf of the Michigan Department of Health and Human Services ("MDHHS"), Bureau of Community Action and Economic Opportunity ("BCAEO"), the Department of Technology, Management, and Budget ("DTMB") entered into Contract 220000001260 with CSST Software, LLC to provide a Hosted Software as a Service Solution (SaaS). The SaaS provides for a centralized data management solution operating as a universal application portal (web-based) client intake/management system and data warehouse interfacing with multiple databases. The solution was implemented in May 2023 and is referenced as empowOR Client Management System (CMS).

State and federal regulations require MDHHS BCAEO to maintain a Weatherization Assistance Program (WAP) that provides energy conservation and related health & safety services for eligible low-income households at no cost to the resident. The current legacy system will no longer be available after July 1, 2024 and a replacement system must be developed and implemented. The existing functionality of empowOR Client Management System will be leveraged in support of WAP. The services in this Statement of Work (SOW) will expand the empowOR CMS for the Contractor to develop, implement and maintain a module for the WAP.

All duties and obligations described herein will become part of the existing Contract. All terms, conditions, and specifications contained in the existing Contract must remain in full force and effect.

PROJECT OBJECTIVE:

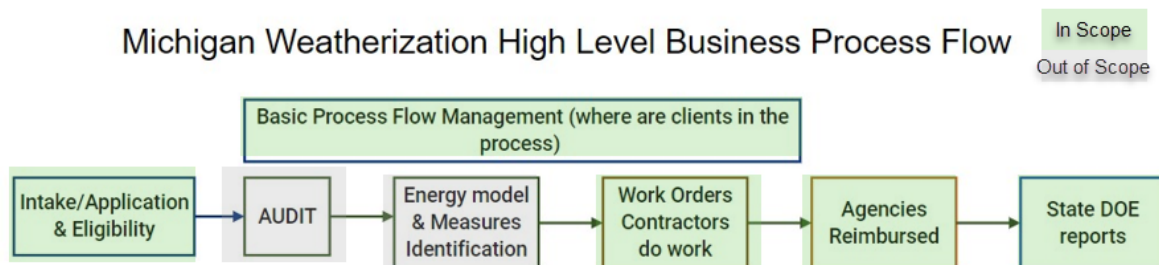
The Weatherization Assistance Program (WAP) aims to enhance the energy efficiency of residential homes and multifamily projects in Michigan. Utilizing the existing empowOR technology, the Contractor must create a WAP module and complete data

STATEMENT OF WORK - IT CHANGE NOTICE

system enhancement to expand the empowOR CMS. Functionality must include advanced features for intake/application processing, audit processes, job tracking, reporting, training and certification tracking, and a comprehensive Weatherization program management.

SCOPE OF WORK:

The Contractor must develop and implement in Phases the following Weatherization Intake/Application and & Eligibility components, along with the State Department of Energy (DOE) Reports as outlined below:



The Contractor must provide ongoing Support Services for the Maintenance and Operations for the empowOR CMS advanced features and WAP module as described within the Contract.

Phase 1 will include the following:

1. Intake and eligibility work complete including:
 - A user must be able to set data elements that are part of priority points in program set up.
 - Set data elements must be visible on the enrollment/service landing page as read only by way of an enrollment summary.
 - A user must be able to see a summary, a set of priority points on the enrollment form. The enrollment form will have a set of priority set up by a state user through program rules set up functionality. This functionality must help the user determine if the case is ready for enrollment and if it should be prioritized.

STATEMENT OF WORK - IT CHANGE NOTICE

2. Validation for Eligibility:

- When MDHHS staff are moving a potential weatherization job to an 'approved'/enrolled job, the address must be validated that it has not been weatherized in the past. To make this comparison, the WAP module must "standardize" the address they have selected on the enrollment using the United States Postal Service (USPS) API or Google API and then check that standardized address against the history table.
- An MDHHS Weatherization (WX) Program Manager must be able to import historical WX data which the WAP module will standardize so that addresses are not weatherized again according to whatever funding source rules are relevant for that weatherization job.
- A limited data import which will include unduplicated records with household enrollments will be provided from MDHHS. The data must minimally include the applicants name, date of birth, disability status, race and last 4 digits of their Social Security Number (SSN) and the weatherization address for households that have an active or waitlisted weatherization job. A separate flat file of the householdID and income record with at least a percent of poverty will also be provided.
- The WAP module must have the functionality to import households and household members and create a basic weatherization enrollment for those households. The enrollment will not include associated utility records, information about high energy usage or burdens, or type of housing unit.

Phase 2 will include the following:

1. Waitlist Report/Data Set

- A user must be able to see a report that shows one or more program instances and all enrollments, limited to a particular status with prioritization information so that the user can appropriately prioritize and assign work for the next 'person' in line to receive the service.

2. Work order creation and job management.

- A user must be able to upload JSON files in empowOR as defined by Oak Ridge National Laboratory -ORNL (a DOE approved energy modeling system).

STATEMENT OF WORK - IT CHANGE NOTICE

- The empowOR CMS must validate and store measures and costs from the JSON and will store the complete JSON file for later reference.

3. Initial Work Order Creation

- Users must be able to see and print a pdf summary of the measures included in processed JSON files, select conservation measures, and then have the selected measures create work orders for contractors and/or internal crews including conservation measure and costs.
- The user must be able to add one or more Health and Safety or Incidental Repair items to work orders.
- A user must be able to add one or more inspections with date, notes and status to the work order.
- A user must be able to see all the work orders and summary information about the expenditures and funding allotments for a particular job and the status of each work order.
- A user must be able to add notes to a work order.

Phase 3 will include the following:

1. Program Management:

- Users must be able to filter jobs based on agencies, program, instances, an 'as of date, and must be able to see each job's status in a linear Kanban Board-like interface.
- A user must be able to establish custom enrollment statuses that are partnered with standard empowOR statuses.
- A user must be able to create a 'main process' workflow process for weatherization jobs that utilizes the custom statuses in a selected order.
- A user must be able to create a 'sub process' workflow that shows work order cost, expenses and status. The user must also be able to indicate when and if it should be visible.
- A user must be able to see weatherization jobs to monitor the overall program status.

STATEMENT OF WORK - IT CHANGE NOTICE

- Users must be able to filter jobs based on agencies, program, instances and will be able to see each job's status in a linear Kanban Board-like interface as referred to for the 'main' and 'sub, process workflows.
- Local weatherization manager or a state weatherization manager, must be able to view additional information about the weatherization job from the Kanban Board-like page.
- A user must be able to see the list of work order costs on the 'sub process' Kanban Board-like interface and be able to filter by program, Instance, funding allotment, service date, vendor, staff assignment type and staff.
- Users must be able to see the list of 'expenditures' (work order costs) for approval with the ability to see jobs that are assigned to staff, including an assignment of 'certifier'. Filters must include the Program, service date, vendor, staff assignment type, staff name, and status.

2. Reports:

- Users must be able to utilize all standard empowOR reporting to understand enrollments in Weatherization, services delivered such as audits and inspections completed, and expenditures from funding sources associated with weatherization.
- Users must be able to generate a report that answers State Historic Preservation Office (SHPO) questions that minimally include:
 - the number of possible weatherization jobs where the home is exempt from further review,
 - all exempted based on the SHPO program agreement list of exempt activities,
 - all excepted based on prior Community Development Block Grant CDBG review, and those homes that need a SHPO Section 106 review completed.
- Users must be able to generate data for the DOE required reporting as specified in MDHHS 1071 Report. This data includes the number of jobs and which jobs utilized specified funding sources, jobs by unit/dwelling type, jobs by key demographic information such as elderly occupied, disabled occupied, native American occupied, <=125% poverty, occupied by children (various age ranges), pregnant household members, and re-weatherized; number of people assisted that are elderly, disabled, native American and children;

STATEMENT OF WORK - IT CHANGE NOTICE

household income by percent of poverty; jobs by primary heating fuel and the number of units that are High Energy Usage, High Energy Burden, and Family Independence Programs (FIP).

- Users must be able to generate a comma-separated values (csv) file that lists jobs completed and the total costs by funding source for the job in order to produce requests for reimbursement.

OUT OF SCOPE

- Parameters information necessary for energy modeling call.
- House Audit Information.
- Energy Modeling API call.
- Save photos organized by section.
- Educational documents for client sign off.
- Lock enrollment so that enrollment and associated records cannot be edited post weatherization job completion.

DELIVERABLES:

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

Weatherization Implementation Phases	Deliverables	Start Date	Completion Date
Phase 1	• Sprint 0 –Set up an Azure DevOps Project within the State organization, including entering and updating, all Epics, Features, Users Stories and Project Management Plan, Schedule, and Charter. • SEM-0185 (SUITE Sprint or Release Review and Approval form) - Product Increment containing scope requirements 1, 2	5 business days post contract signing	35 business days post contract

STATEMENT OF WORK - IT CHANGE NOTICE

Weatherization Implementation Phases	Deliverables	Start Date	Completion Date
Phase 2	SEM-0185 - Product Increment completing scope requirements 3,4,5	36 business days post contract	71 business days post contract
Phase 3	SEM-0185 - Product Increment completing scope requirements 6,7 Backlog prioritization for Out-of-Scope Items SUITE deliverables included but not limited to: • Data Conversion Plan (SEM-0601) • Installation Plan (SEM-0702) • Maintenance & Operations Plan (SEM-0301)	71 business days post contract	150 business days post contract

ACCEPTANCE CRITERIA:

Per existing Contract Section 9 and 10

PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Reports must also be submitted with the applicable billing invoice. Each bi-weekly progress report must contain the following:

1. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
2. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
3. **RAID:** Document all Risks, Assumptions, Issues, and Dependencies

STATEMENT OF WORK - IT CHANGE NOTICE

Once the Initiation & Planning period is complete, and throughout the project implementation and maintenance, the Contractor Project Manager must monitor Sprint and Release progress and provide a metric report using the data the State's Azure Dev Ops not later than one business day following the Sprint/Release Retrospective to the State's Project Manager, DTMB Program Manager and MDHHS Program Manager. The metrics must contain the following:

Sprint/Release Metrics

1. Minimum /Maximum Story Points
2. Burn Down
3. User Story Acceptance
4. Velocity Variation
5. Review Effectiveness
6. Productivity
7. Planned vs Acceptance
8. Sprint Stretch Factor
9. Story Points in progress and moving to the next Sprint.
10. Story Points planned but not started and being moved to the next Sprint.
11. Story Points planned but not started and moving back to the Backlog.
12. Maintenance Activity
13. Defect Summary of new, in progress, resolved, burndown with severity:
 - Defect Removal Efficiency,
 - Defect Density Acceptance Standard: 0.5
14. Quality Assurance Summary of test cases created, executed and in progress:
 - Testing Effectiveness,
 - Number of automated regression test cycles executed:
 - For each execution of the automated regression cycle:
 - Number of tests failed
 - Number of scenarios covered by automated regression testing
 - Percent Unit Test code coverage from the last build before submitting the status report.
15. Number of successful builds
16. Number of unsuccessful builds
17. Forecasting Metrics

STATEMENT OF WORK - IT CHANGE NOTICE

- Projected number of Sprints needed to complete all work in the Product Backlog (finish date)
- Minimum Story Points accepted in a Sprint to date once the velocity has stabilized (usually 3-4 Sprints after Sprint execution starts)
- Maximum Story Points accepted in a Sprint to date once the velocity has stabilized (usually 3-4 Sprints after Sprint execution starts)
- Average Story Points accepted in a Sprint (minimum of 6 Sprints average)

Go/No Go Report

The Contractor Project Manager must provide a breakdown of each sprint and/or release metric report using the data the State's ADO minimally one business day prior to the production release to the DTMB and Agency Project Manager. The report must include the following for the Go/No Go decision to be made:

1. Defect Summary of new, in progress, resolved, burndown with severity.
2. Defect Removal Efficiency
3. Defect Density
4. Acceptance Standard: 0.5
5. Forecasting Metrics

Projected number of Sprints needed to complete all work in the Product Backlog (finish date):

1. Minimum Story Points accepted in a Sprint to date once the velocity has stabilized (usually 3-4 Sprints after Sprint execution starts)
2. Maximum Story Points accepted in a Sprint to date once the velocity has stabilized (usually 3-4 Sprints after Sprint execution starts)
3. Average Story Points accepted in a Sprint (minimum of 6 Sprints average)

SPECIFIC DEPARTMENT STANDARDS:

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

STATEMENT OF WORK - IT CHANGE NOTICE

PAYMENT SCHEDULE:

Payment will be firm fixed and made on a satisfactory acceptance of each Phase. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

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

Payment Schedule Table:

Weatherization Implementation Phase	Cost
Phase 1	\$77,300.00
Phase 2	\$67,200.00
Phase 3	\$96,000.00
Subtotal	\$240,500.00
15% discount	\$36,075.00
Total SOW Value with Discount	\$204,425.00

EXPENSES:

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

STATEMENT OF WORK - IT CHANGE NOTICE

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name: Melanie Sanford
Department: MDHHS
Area: BCAEO
Address:
City/State/Zip: Lansing, MI 48933
Phone Number: 517-285-0412
Email Address: SanfordM2@michigan.gov

The designated DTMB Project Manager is:

Name: Duane F. Kerkstra
Department: DTMB Agency Services
Area: MDHHS Administration & Departmental Solutions
Address: 235 South Grand Avenue
City/State/Zip: Lansing, MI 48933
Phone Number: 248-660-0132
Email Address: kerkstrad@michigan.gov

AGENCY RESPONSIBILITIES:

The DTMB Project Manager will provide Contractor resources access to ADO.

The Agency Project Manager will provide the data described in Phase 1, #2.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work a hybrid model, primarily remote with onsite availability within 2 weeks of notice as necessary and coordinated by the DTMB and Agency Project Managers:

STATEMENT OF WORK - IT CHANGE NOTICE

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

This purchase order, statement of work, and the terms and conditions of Contract Number 220000001260 constitute the entire agreement between the State and the Contractor.



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 **1**
to
Contract Number **220000001260**

CONTRACTOR	CSST Software, LLC	STATE	Program Manager	Various	MULTI
	948 D. St.				
	Salida, CO 81201				
	Paige Teegarden	Contract Administrator	Mecca Martin	DTMB	
	571.233.2627		(517) 230-5694		
	pteegarden@empoworbycsst.com		martinm42@michigan.gov		
	VS0227259				

CONTRACT SUMMARY				
MDHHS BUREAU OF COMMUNITY ACTION AND ECONOMIC OPPORTUNITY (BCAEO) - CLIENT MGT. SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 14, 2022	September 13, 2027	5 - 1 Year	September 13, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ PRC ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		September 13, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,542,600.00	\$0.00	\$2,542,600.00		
DESCRIPTION				
11/18/2022, the following amendment is hereby incorporated into the contract per the attached SOW to allow Year 1 licensing fees to be invoiced and paid in one single payment, the second and subsequent years will revert to the monthly billing.				
All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/ proposal) and agency (request) agreement, and DTMB Procurement approval.				

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: MDHHS Bureau of Community Action and Economic Opportunity (BCAEO) – Client Mgt. System	Period of Coverage: 12/14/2022 – 9/13/2027
Requesting Department: DTMB Agency Services /Administration and Departmental Services on behalf of MDHHS	Date: 11/21/2022
Agency Project Manager: Melanie Sanford	Phone: 517-285-0412
DTMB Project Manager: Duane Kerkstra	Phone: 248-660-0132

BACKGROUND:

On September 14, 2022, Contract No 220000001260 was entered into between The State of Michigan, Department of Technology, Management, and Budget (the “State” or “DTMB”) and CSST Software, LLC, (“Contractor”) for a centralized data management solution supporting the Michigan Department of Health and Human Services, Bureau of Community Action and Economic Opportunity (BCAEO).

PROJECT OBJECTIVE:

WHEREAS the parties desire to Amend SCHEDULE B – PRICING, Table 2: Licensing Fees – Base Years Licensing fees to be billed annually in October.

PAYMENT SCHEDULE:

The parties hereby agree that Year 1 Licensing fees will be invoiced and paid in one single payment. The Contract statement “Licensing fees will be billed monthly at: \$33,541.67” is revised only for Year 1; the second and subsequent years will revert to the monthly billing.

The Start and End dates for Year 1:

Base	Year 1 12/14/2022 - 12/13/2023
	\$402,500.00

The second and subsequent years monthly billing will begin December 14, 2023. Invoices are expected to be submitted on the 1st of the month for that month's service period.

Contract Base Years	Year 2 12/14/2023 -12/13/2024	Year 3 12/14/2024 - 12/13/2025	Year 4 12/14/2025 - 12/13/2026	Year 5 12/14/2026- 12/13/2027	Total
	\$402,500.00	\$402,500.00	\$402,500.00	\$402,500.00	\$2,012,500.00

Option Years:

Contract Option Years	Year 7 12/14/2027 - 12/13/2028	Year 8 12/14/2028 - 12/13/2029	Year 9 12/14/2029 - 12/13/2030	Year 10 12/14/2030 - 9/13/2031	Total
	\$402,500.00	\$402,500.00	\$402,500.00	\$301,874.99	\$1,911,874.99



STATE OF MICHIGAN

CENTRAL PROCUREMENT SERVICES
DEPARTMENT OF TECHNOLOGY MANAGEMENT And Budget
320 S. Walnut Street, Lansing MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000001260**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	CSST Software, LLC
	948 D St
	Salida CO 81201
	Paige Teegarden, MPP, General Manager
	571-233-2627
	pteegarden@empoworbycsst.com
	VS0227259

STATE	Program Manager		Various
	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		Martinm42@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: MDHHS Bureau of Community Action and Economic Opportunity (BCAEO) – Client Mgt. System

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/14/2022	9/13/2027	Five 1 - Year	9/13/2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
Contract developed as a result of RFP – 171- 220000000933			

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	\$2,542,600.00
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CONTRACT NO. 220000001260

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

**PROGRAM MANAGERS
FOR
MULTI-AGENCY AND STATEWIDE CONTRACTS**

AGENCY	NAME	PHONE	EMAIL
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
MDHHS	Melanie Sanford	517-285-0412	SanfordM2@michigan.gov

STATE OF MICHIGAN

SOFTWARE TERMS AND CONDITIONS

These Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda (Collectively this “Contract”) are agreed to between the State of Michigan (the “**State**”) and CSST Software (“**Contractor**”), a NEW JERSEY LIMITED LIABILITY COMPANY. This Contract is effective on August 16, 2022 (“**Effective Date**”), and unless terminated, will expire on August 15, 2027 (the “**Term**”).

This Contract may be renewed for up to 5 additional 1- year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.]

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

“**Acceptance**” has the meaning set forth in **Section 9.6**.

“**Acceptance Tests**” means such tests as may be conducted in accordance with **Section 9** and a Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

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

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 18.2**.

“**Approved Third Party Components**” means all third party components, including Open-Source Components, that are included in or used in connection with the Software and are specifically identified by Contractor in the Contractor’s Bid Response or as part of the State’s Security Accreditation Process defined in Schedule E – Data Security Schedule.

“**Authorized Users**” means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

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

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

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

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

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

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

“Confidential Information” has the meaning set forth in **Section 22.1**.

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

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

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

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

“Contractor’s Bid Response” means the Contractor’s proposal submitted in response to the RFP.

“Contractor Hosted” means the Hosted Services are provided by Contractor or one or more of its Permitted Subcontractors.

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

“Contractor Project Manager” means the individual appointed by Contractor and identified in a Statement of Work to serve as the primary contact with regard to services, to monitor and coordinate the day-to-day activities of this Contract, and to perform other duties as may be further defined in this Contract, including an applicable Statement of Work.

“Customization” means State-specific code written by Contractor for the State to be used by State in conjunction with the Software but does not include the Software.

“Delivery of the Software” including “Redelivery” means the Contractor providing the State access the Software on a subscription basis in accordance with the terms of this Contract. It does not mean installing the Software.

“Deliverables” means the Software, and all other documents and other materials that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in a Statement of Work and all Work Product.

“Deposit Material” refers to material required to be deposited pursuant to **Section 28**.

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

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

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

“Fees” means the fees set forth in the Pricing Schedule attached as **Schedule B**.

“Financial Audit Period” has the meaning set forth in **Section 23.1**.

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

“HIPAA” has the meaning set forth in **Section 21.1**.

“Hosted Services” means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services),

and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

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

“Integration Testing” has the meaning set forth in **Section 9.2**.

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

“Key Personnel” means any Contractor Personnel identified as key personnel in the Contract.

“Loss or Losses” means all losses, including but not limited to, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but shall exclude any Modules not included with the Software unless the State purchases that Module.

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

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

“Module” or **“Modules”** means certain proprietary software that: (a) is separately marketed by the Contractor to its users/subscribers for an additional fee, (b) provides additional functionality and services in conjunction with the Software, and (c) is not included with the Software being offered herein.

“New Version” means any new version of the Software, including any updated Documentation, that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number, but specifically excludes any Module separately offered by Contractor which State has not subscribed.

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

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

“Operating Environment” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

“PAT” means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

“Permitted Subcontractor” means any third party hired by Contractor to perform Services for the State under this Contract or have access to State Data.

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

“Pricing Schedule” means the schedule attached as **Schedule B**.

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

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

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

“Services” means any of the services, including but not limited to, Hosted Services, Contractor is required to or otherwise does provide under this Contract.

“Service Level Agreement” means the schedule attached as **Schedule D**, setting forth the Support Services Contractor will provide to the State, and the parties' additional rights and obligations with respect thereto.

“Site” means the physical location designated by the State in, or in accordance with, this Contract or a Statement of Work for Delivery of the Software.

“Software” means Contractor's proprietary software as set forth in a Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Customizations or Configurations made by or for the State pursuant to this Contract.

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

new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

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

“State” means the State of Michigan.

“State Data” has the meaning set forth in **Section 21.1**.

“State Hosted” means the Hosted Services are not provided by Contractor or one or more of its Permitted Subcontractors.

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

“State Program Managers” are the individuals appointed by the State, or their designees, to (a) monitor and coordinate the day-to-day activities of this Contract; (b) co-sign off on Acceptance of the Software and other Deliverables; and (c) perform other duties as may be specified in a Statement of Work Program Managers will be identified in a Statement of Work.

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

“Statement of Work” means any statement of work entered into by the parties and incorporated into this Contract. The initial Statement of Work is attached as **Schedule A**.

“Stop Work Order” has the meaning set forth in **Section 15**.

“Support Services” means the software maintenance and support services Contractor is required to or otherwise does provide to the State under the Service Level Agreement.

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

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

“Testing Period” has the meaning set forth in **Section 9.1**

“Transition Period” has the meaning set forth in **Section 16.3**.

“Transition Responsibilities” has the meaning set forth in **Section 16.3**.

“Unauthorized Removal” has the meaning set forth in **Section 2.5**.

“Unauthorized Removal Credit” has the meaning set forth in **Section 2.5**.

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

“Warranty Period” means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software and for which Support Services are provided free of charge.

“WCAG 2.0 Level AA” means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

“Work Product” means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to Customizations, application programming interfaces, computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract. Provided, however, Work Product neither includes the Software nor any modifications, upgrades, or changes to the Software that are not State-specific.

2. Duties of Contractor. Contractor will provide Services and Deliverables pursuant to Statement(s) of Work entered into under this Contract. Contractor will provide all Services and Deliverables in a timely, professional manner and in accordance with the terms, conditions, and Specifications set forth in this Contract and the Statement(s) of Work.

2.1 Statement of Work Requirements. No Statement of Work will be effective unless signed by each party's Contract Administrator. The term of each Statement of Work will commence on the parties' full execution of a Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and incorporated into this Contract. The State will have the right to terminate such Statement of Work as set forth in **Section 16**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

2.2 Change Control Process. The State may at any time request in writing (each, a "**Change Request**") changes to a Statement of Work, including changes to the Services and Implementation Plan (each, a "**Change**"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 2.2**.

(a) As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change ("**Change Proposal**"), setting forth:

- (i) a written description of the proposed Changes to any Services or Deliverables;
- (ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under a Statement of Work;
- (iii) any additional State Resources Contractor deems necessary to carry out such Changes; and
- (iv) any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or

decrease in time and expenses Contractor requires to carry out the Change.

(b) Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to a Statement of Work to which it relates; and

(c) If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:

- (i) require Contractor to perform the Services under a Statement of Work without the Change;
- (ii) require Contractor to continue to negotiate a Change Notice;
- (iii) initiate a Dispute Resolution Procedure; or
- (iv) notwithstanding any provision to the contrary in a Statement of Work, terminate this Contract under **Section 16.1**.

(d) No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with a Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

(e) The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Non-Conformities discovered in Deliverables prior to their

Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Support Services under this Contract.

(f) Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

2.3 Contractor Personnel.

(a) Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b) Prior to any Contractor Personnel performing any Services, Contractor will:

- (i) ensure that such Contractor Personnel have the legal right to work in the United States;
- (ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and
- (iii) upon request, or as otherwise specified in a Statement of Work, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks on Contractor Personnel. 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.

(c) Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

(d) The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

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

(a) Contractor Project Manager must:

- (i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;
- (ii) be responsible for overall management and supervision of Contractor's performance under this Contract; and
- (iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

(b) Contractor Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan and will otherwise be available as set forth in a Statement of Work.

(c) Contractor will maintain the same Contractor Project Manager throughout the Term of this Contract, unless:

- (i) the State requests in writing the removal of Contractor Project Manager;

(ii) the State consents in writing to any removal requested by Contractor in writing;

(iii) Contractor Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.

(d) Contractor will promptly replace its Contractor Project Manager on the occurrence of any event set forth in **Section 2.4(c)**. Such replacement will be subject to the State's prior written approval.

2.5 Contractor's Key Personnel.

(a) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State Program Managers or their designees, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(b) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 16.1**.

(c) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to determine and remedy the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 16**, Contractor will issue to the State an amount equal to \$25,000 per individual (each, an "**Unauthorized Removal Credit**").

(d) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection 2.5(c)** 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.

2.6 Subcontractors. Contractor must obtain prior written approval of the State, which consent may be given or withheld in the State's sole discretion, before engaging any Permitted Subcontractor to provide Services to the State under this Contract. Third parties otherwise retained by Contractor to provide Contractor or other clients of contractor with services are not Permitted Subcontractors, and therefore do not require prior approval by the State. Engagement of any subcontractor or Permitted Subcontractor by Contractor does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

(a) be responsible and liable for the acts and omissions of each such subcontractor (including such Permitted Subcontractor and Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, will be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

(b) name the State a third-party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services;

(c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

(d) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.

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

If to State:	If to Contractor:
Mecca Martin 320 S. Walnut Street Martinm42@michigan.gov 517-230-5694	Paige Teegarden 948 D St Salida CO 81201 571-233-2627 Pteegarden@empowORbyCSST.com

4. Insurance. Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C**.

5. Software License.

5.1 Perpetual License. Contractor is not offering a perpetual license.

5.2 Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

- (i) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;
- (ii) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software;
- (iii) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Software under this Contract; and
- (iv) access and use the Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Software hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described in **Section 5.2(c)** below.

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

(c) Use. The State will pay Contractor the corresponding Fees set forth in a Statement of Work or Pricing Schedule for all Authorized Users access and use of the Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Software, including any excess use.

5.3 Certification. To the extent that a License granted to the State is not unlimited, Contractor may request written certification from the State regarding use of the Software for the sole purpose of verifying compliance with this **Section 5**. Such written certification may occur no more than once in any twenty four (24) month period during the Term of the Contract. The State will respond to any such request within 45 calendar days of receipt. If the State's use is greater than contracted, Contractor may invoice the State for any unlicensed use (and related support) pursuant to the terms of this Contract at the rates set forth in **Schedule B**, and the unpaid license and support fees shall be payable in accordance with the terms of the Contract. Payment under this provision shall be Contractor's sole and exclusive remedy to cure these issues.

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

6. Third Party Components. At least 30 days prior to adding new Third Party Components, Contractor will provide the State with notification information identifying and describing the addition. Throughout the Term, on an annual basis, Contractor will provide updated information identifying and describing any Approved Third Party Components included in the Software.

7. Intellectual Property Rights

7.1 Ownership Rights in Software

(a) For purposes of this **Section 7** only, the term “Software” does not include Customizations.

(b) Subject to the rights and licenses granted by Contractor in this Contract and the provisions of **Section 7.1(c)**:

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

(c) As between the State, on the one hand, and Contractor, on the other hand, the State has, reserves and retains, sole and exclusive ownership of all right, title and interest in and to State Materials, User Data, including all Intellectual Property Rights arising therefrom or relating thereto.

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

(a) Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b) to the extent any Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

- (i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and
- (ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Work Product.

8. Software Implementation.

8.1 Implementation. Contractor will as applicable; deliver, configure, integrate, and otherwise provide and make fully available the Software on or prior to the applicable Milestone Date in accordance with the criteria set forth in a Statement of Work and the Implementation Plan.

8.2 Site Preparation. Unless otherwise set forth in a Statement of Work, Contractor is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to Deliver the Software on or prior to the applicable Milestone Date. Contractor will provide the State with such notice as is specified in a Statement of Work, prior to Delivery of the Software to give the State sufficient time to prepare for Contractor's Delivery of the Software. If the State is responsible for Site preparation, Contractor will provide such assistance as the State requests to complete such preparation on a timely basis.

9. Software Acceptance Testing.

9.1 Acceptance Testing.

(a) Unless otherwise specified in a Statement of Work, upon Delivery of the Software, or in the case of Contractor Hosted Software, when Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, Acceptance Tests will be conducted as set forth in this **Section 9** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in a Statement of Work, commence on the Business Day following Delivery of the Software, or the receipt by the State of the notification in **Section 9.1(a)**, and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in a Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in a Statement of Work or, if a Statement of Work does not specify, the State, provided that:

- (i) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and
- (ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

9.2 Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(a) Upon delivery and installation of any application programming interfaces, Configuration or Customizations, or any other applicable Work Product, to the Software under a Statement of Work, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility

among all elements of the Software (“**Integration Testing**”). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 9.1**, **Section 9.4**, and **Section 9.5**.

(b) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity in the tested Software or part or feature of the Software. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Non-Conformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

9.3 Notices of Completion, Non-Conformities, and Acceptance. Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software.

(a) If such notice is provided by either party and identifies any Non-Conformities, the parties’ rights, remedies, and obligations will be as set forth in **Section 9.4** and **Section 9.5**.

(b) If such notice is provided by the State, is signed by the State Program Managers or their designees, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software.

(c) If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use the Software in the Operating Environment and determine, in the exercise of its sole discretion, whether it is satisfied that the Software contains no Non-Conformities, on the completion of which the State will, as appropriate:

- (i) notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State’s non-acceptance thereof, whereupon the parties’ rights, remedies and obligations will be as set forth in **Section 9.4** and **Section 9.5**; or
- (ii) provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State Program Managers or their designees.

9.4 Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and Re-Deliver the Software, in accordance with the requirements set forth in a Statement of Work. Redelivery will occur as promptly as commercially possible and, in any case, within thirty (30) Business Days following, as applicable, Contractor's:

(a) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or

(b) receipt of the State's notice under **Section 9.1(a)** or **Section 9.3(c)(i)**, identifying any Non-Conformities.

9.5 Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent Delivery of the Software, or Contractor fails to re-deliver the Software on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

(a) continue the process set forth in this **Section 9**;

(b) accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or

(c) deem the failure to be a non-curable material breach of this Contract and a Statement of Work and terminate this Contract for cause in accordance with **Section 16.1**.

9.6 Acceptance. Acceptance ("**Acceptance**") of the Software (subject, where applicable, to the State's right to Integration Testing) and any Deliverables will occur on the date that is the earliest of the State's delivery of a notice accepting the Software or Deliverables under **Section 9.3(b)**, or **Section 9.3(c)(ii)**.

10. Non-Software Acceptance.

10.1 All other non-Software Services and Deliverables 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 the Statement of Work. If the non-Software Services and Deliverables are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the non-Software Services and Deliverables are accepted but noted deficiencies must be corrected; or (b) the non-Software Services and Deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the non-Software Services and Deliverables without

performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 16.1**, Termination for Cause.

10.2 Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any non-Software Services and Deliverables, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable non-Software Services and Deliverables to the State. If acceptance with deficiencies or rejection of the non-Software Services and Deliverables impacts the content or delivery of other non-completed non-Software Services and Deliverables, 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.

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

11. 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.

12. Change of Control. Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following:

- (a) a sale of more than 50% of Contractor's stock;
- (b) a sale of substantially all of Contractor's assets;
- (c) a change in a majority of Contractor's board members;
- (d) consummation of a merger or consolidation of Contractor with any other

entity;

(e) a change in ownership through a transaction or series of transactions;

(f) or the board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

13. Invoices and Payment.

13.1 Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Services and Deliverables provided as specified in Statement(s) of Work. Invoices must include an itemized statement of all charges.

13.2 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 Services and Deliverables. 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.

13.3 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.

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

13.5 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are 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.

13.6 Pricing/Fee Changes. All Pricing set forth in this Contract will not be increased, except as otherwise expressly provided in this Section.

(a) The Fees will not be increased at any time except for the addition of additional licenses, the fees for which licenses will also remain firm in accordance with the Pricing set forth in the Pricing Schedule.

(b) Excluding federal government charges and terms. Contractor warrants and agrees that each of the Fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such Fee and formally memorialize the new pricing in a Change Notice.

14. Liquidated Damages.

14.1 The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law.

14.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event.

14.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 16.1** and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

14.4 Amounts due the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

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

State. The State will provide Contractor a written notice detailing such suspension (a **"Stop Work Order"**). Contractor must comply with the Stop Work Order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either:

- (a) issue a notice authorizing Contractor to resume work, or
- (b) terminate this Contract. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period.

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

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

- (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State:
 - (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel;
 - (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or
 - (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.
- (b) If the State terminates this Contract under this **Section 16.1**, the State will issue a termination notice specifying whether Contractor must:
 - (i) cease performance immediately. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or
 - (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for public interest, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 16.2**.

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

16.2 Termination for Public Interest. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must:

(a) cease performance immediately. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or

(b) continue to perform in accordance with **Section 16.3**. If the State terminates this Contract for public interest, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

16.3 Transition Responsibilities.

(a) Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to:

- (i) continuing to perform the Services at the established Contract rates;
- (ii) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee;
- (iii) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with

Section 22.5 regarding the return or destruction of State Data at the conclusion of the Transition Period; and

- (iv) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the “**Transition Responsibilities**”). The Term of this Contract is automatically extended through the end of the Transition Period.

(b) Contractor will follow the transition plan attached as **Schedule G** as it pertains to both transition in and transition out activities.

16.4 Contractor Termination. Contractor may terminate this Contract including all associated Statements of Work, only if the following requirements are met: (a) Contractor does not receive payment from the State pursuant to **Section 13** of this Contract and the State remains out of compliance with **Section 13** for a period of no less than 45 days; (b) the Parties have completed the Dispute Resolution process outlined in this Contract; (c) Contractor provides thirty (30) days written notice of its intention to terminate should the State not resolve Contractor’s concerns (“State’s Notice and Right to Cure Period”); and (d) the State does not resolve Contractor’s concerns prior to expiration of the State’s Notice and Right to Cure Period.

17. Indemnification

17.1 General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to:

(a) any breach by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract;

(b) any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any third party;

(c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and

(d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

- (a) regular updates on proceeding status;
- (b) participate in the defense of the proceeding;
- (c) employ its own counsel; and to

(d) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 17**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

17.3 The State is constitutionally prohibited from indemnifying Contractor or any third parties.

18. Infringement Remedies.

18.1 The remedies set forth in this Section are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

18.2 If any Software or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:

- (a) procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or

(b) modify or replace the materials that infringe or are alleged to infringe (“**Allegedly Infringing Materials**”) to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.

18.3 If neither of the foregoing is possible notwithstanding Contractor’s best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

(a) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Software provided under a Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and

(b) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

18.4 If Contractor directs the State to cease using any Software under **Section 18.3**, the State may terminate this Contract for cause under **Section 16.1**. Unless the claim arose against the Software independently of any of the actions specified below, Contractor will have no liability for any claim of infringement arising solely from:

(a) Contractor’s compliance with any designs, specifications, or instructions of the State; or

(b) modification of the Software by the State without the prior knowledge and approval of Contractor.

19. Disclaimer of Damages and Limitation of Liability.

19.1 The State’s Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

19.2 The State’s Limitation of Liability. IN NO EVENT WILL THE STATE’S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY

CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.

19.3 The Contractor's Disclaimer of Damages. THE CONTRACTOR WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

20. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a Permitted Subcontractor, or an officer or director of Contractor or Permitted Subcontractor, that arises during the term of the Contract, including:

- (a) a criminal Proceeding;
- (b) a parole or probation Proceeding;
- (c) a Proceeding under the Sarbanes-Oxley Act;
- (d) a civil Proceeding involving:
 - (i) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
 - (ii) 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.

21. State Data.

21.1 Ownership. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes:

- (a) User Data; and
- (b) any other data collected, used, Processed, stored, or generated in connection with the Services, including but not limited to:
 - (i) personally identifiable information ("**PII**") collected, used, Processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an

individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and

- (ii) protected health information ("**PHI**") collected, used, Processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations.

21.2 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.

21.3 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must:

- (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;

- (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;

- (c) keep and maintain State Data in the continental United States and

- (d) not use, sell, rent, transfer, distribute, commercially exploit, 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. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.

21.4 Discovery. Contractor will immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Software and Hosted Services, if applicable. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. In no event will Contract provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without

first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

21.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, integrity, or availability 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.

21.6 The parties agree that any damages relating to a breach of **Section 21.5** are to be considered direct damages and not consequential damages. **Section 21** survives termination or expiration of this Contract.

22. 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. This **Section 22** survives termination or expiration of this Contract.

22.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that:

(a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;

(b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or,

(c) should reasonably be recognized as confidential information of the disclosing party.

The term “Confidential Information” does not include any information or documentation that was or is:

(d) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA);

(e) already in the possession of the receiving party without an obligation of confidentiality;

(f) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;

(g) obtained from a source other than the disclosing party without an obligation of confidentiality; or,

(h) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure).

For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

22.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor’s subcontractor is permissible where:

(a) the subcontractor is a Permitted Subcontractor;

(b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and

(c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any of the Contractor’s and Permitted Subcontractor’s Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 22.2**.

22.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

22.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

22.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitation methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within five (5) Business Days from the date of confirmation from the State.

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

23.1 Right of Audit. Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for four (4) years after the latter of termination, expiration, or final payment under this

Contract or any extension (“**Financial Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

23.2 Right of Inspection. Within ten (10) calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor’s premises, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within forty-five (45) calendar days.

23.3 Application. This **Section 23** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

24. Support Services. Contractor will provide the State with the Support Services described in the Service Level Agreement attached as **Schedule D** to this Contract. Such Support Services will be provided:

(a) Free of charge during the Warranty Period.

(b) Thereafter, for so long as the State elects to receive Support Services for the Software, in consideration of the State's payment of Fees for such services in accordance with the rates set forth in the Pricing Schedule.

25. Data Security Requirements. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State’s Confidential Information that comply with the requirements of the State’s data security policies as set forth in **Schedule E** to this Contract.

26. Training. Contractor will provide, at no additional charge, training on all uses of the Software permitted hereunder in accordance with the times, locations and other terms set forth in a Statement of Work. Upon the State's request, Contractor will timely provide training for additional Authorized Users or other additional training on all uses of the Software for which the State requests such training, at such reasonable times and locations and pursuant to such rates and other terms as are set forth in the Pricing Schedule.

27. Maintenance Releases; New Versions

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

27.2 New Versions. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all New Versions, each of which will constitute Software and be subject to the terms and conditions of this Contract. Notwithstanding the foregoing, Contractor is under no obligation to provide State with any existing or new Module which Contractor may offer at an additional charge unless the State purchases said Module.

27.3 Reserved

28. Source Code Escrow

28.1 Escrow Contract. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release. The cost of the escrow will be the sole responsibility of Contractor.

28.2 Deposit. Within thirty (30) business days of the Effective Date, Contractor will deposit with the escrow agent, pursuant to the procedures of the escrow agreement, the Source Code for the Software, as well as the Documentation and names and contact information for each author or other creator of the Software. Promptly after release of any update, upgrade, patch, bug fix, enhancement, new version, or other revision to the Software, Contractor will deposit updated Source Code, documentation, names, and contact information with the escrow agent.

28.3 Verification. At State's request and expense, the escrow agent may at any time verify the Deposit Material, including without limitation by compiling Source Code, comparing it to the Software, and reviewing the completeness and accuracy of any and all material. In the event that the Deposit Material does not conform to the requirements of **Section 28.2** above:

(a) Contractor will promptly deposit conforming Deposit Material; and

(b) Contractor will pay the escrow agent for subsequent verification of the new Deposit Material. Any breach of the provisions of this **Section 28.3** will constitute material breach of this Contract, and no further payments will be due from the State until such breach is cured, in addition to other remedies the State may have.

28.4 Deposit Material License. Contractor hereby grants the State a license to use, reproduce, and create derivative works from the Deposit Material, provided the State

may not distribute or sublicense the Deposit Material or make any use of it whatsoever except for such internal use as is necessary to maintain and support the Software. Copies of the Deposit Material created or transferred pursuant to this Contract are licensed, not sold, and the State receives no title to or ownership of any copy or of the Deposit Material itself. The Deposit Material constitutes Confidential Information of Contractor pursuant to **Section 22** (Non-disclosure of Confidential Information) of this Contract (provided no provision of **Section 22.5** calling for return of Confidential Information before termination of this Contract will apply to the Deposit Material).

29. Contractor Representations and Warranties.

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

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and

(d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

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

29.2 Bid Response. Contractor represents and warrants to the State that:

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

(b) All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, is true, accurate,

and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;

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

(d) If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

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

(a) it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;

(b) it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;

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

(d) the Software, and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;

(e) neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:

(i) conflict with or violate any applicable law;

(ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or

(iii) require the provision of any payment or other consideration to any third party;

(f) when used by the State or any Authorized User in accordance with this Contract and the Documentation, the Software, the Hosted Services, if applicable, or Documentation as delivered or installed by Contractor does not or will not:

- (i) infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; or
- (ii) fail to comply with any applicable law;

(g) as provided by Contractor, the Software and Services do not and will not at any time during the Term contain any:

- (i) Harmful Code; or
- (ii) Third party or Open-Source Components that operate in such a way that it is developed or compiled with or linked to any third party or Open-Source Components, other than Approved Third Party Components specifically described in a Statement of Work.

(h) all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the Software have any material undocumented feature; and

(i) it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract.

(j) when used in the Operating Environment (or any successor thereto) in accordance with the Documentation, all Software as provided by Contractor, will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Contract and the Documentation;

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

(l) no Maintenance Release or New Version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software.

(m) all Configurations or Customizations made during the Term will be forward-compatible with future Maintenance Releases or New Versions and be fully supported without additional costs.

(n) If Contractor Hosted:

- (i) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;
- (ii) the Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in the Service Level Agreement;
- (iii) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

(o) During the Term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Software or with the Hosted Services, if applicable, will apply solely to Contractor or its Permitted Subcontractors. Regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State Systems or networks.

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

30. Offers of Employment. During the first twelve (12) months of the Contract, should Contractor hire an employee of the State who has substantially worked on any project covered by this Contract without prior written consent of the State, the Contractor will be billed for fifty percent (50%) of the employee's annual salary in effect at the time of separation.

31. 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 Permitted Subcontractor that provides Services and Deliverables in connection with this Contract.

32. Compliance with Laws. Contractor, its subcontractors, including Permitted Subcontractors, and their respective Representatives must comply with all laws in connection with this Contract.

33. 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 the Contract.

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

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

36. Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

37. Force Majeure

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

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

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

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

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Sections 21** (State Data), **22** (Non-Disclosure of Confidential Information), or **17** (Indemnification) of the Contract, Disaster Recovery and Backup requirements set forth in the Service Level Agreement, Availability Requirement (if Contractor Hosted) defined in the Service Level Agreement, or any data retention or security requirements under the Contract.

38. 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. 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 fifteen (15) business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

39. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

40. 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.

41. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

42. Survival. The rights, obligations and conditions set forth in this **Section 41** and **Section 1** (Definitions), **Section 16.3** (Transition Responsibilities), **Section 17** (Indemnification), **Section 19** (Disclaimer of Damages and Limitations of Liability), **Section 21** (State Data), **Section 22** (Non-Disclosure of Confidential information), **Section 29** (Contractor Representations and Warranties), **Section 53** (Effect of Contractor Bankruptcy) and **Schedule C** Insurance, and any right, obligation or

condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration.

43. Reserved

44. Reserved

45. 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.

46. HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

47. Accessibility Requirements.

47.1 All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

(a) maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;

(b) comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;

(c) ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor’s Software to WCAG 2.0 Level AA;

(d) promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor’s Software;

(e) upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and

(f) participate in the State of Michigan Digital Standards Review described below.

47.2 State of Michigan Digital Standards Review. Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.

47.3 Warranty. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 16.1**.

47.4 Contractor must, 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 arising out of its failure to comply with the foregoing accessibility standards

47.5 Failure to comply with the requirements in this **Section 47** shall constitute a material breach of this Contract.

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

49. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as

creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.

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

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

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

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

(a) all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract; and

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

54. Schedules. All Schedules 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 Schedule
Schedule C	Insurance Schedule
Schedule D	Service Level Agreement
Schedule E	Data Security Requirements
Schedule F	Disaster Recovery Plan
Schedule G	Transition Plan

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

56. Entire Agreement. These Terms and Conditions, including all Statements of Work and other Schedules and Exhibits (again collectively the "Contract") constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the Terms and Conditions, the Schedules, Exhibits, and a Statement of Work, the following order of precedence governs: (a) first, these Terms and Conditions and (b) second, Schedule E – Data Security Requirements and (c) third, each Statement of Work; and (d) fourth, the remaining Exhibits and Schedules to this Contract. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION

HEREUNDER, EVEN IF ATTACHED TO STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

Schedule A – Statement of Work

1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined in this Schedule shall have the respective meanings given to them in Section 1 of the Contract Terms and Conditions.

Term	Definition
API	Application Programming Interface
BCAEO	Bureau of Community Action and Economic Opportunity
CAA	Community Action Agency
CSBG	Community Service Block Grant
GIS	Geographic Information System
NASCSP	National Association for State Community Services Programs
ROMA	Results Oriented Management and Accountability
SOM	State of Michigan

2. BACKGROUND

The Michigan Department of Health and Human Services, Bureau of Community Action and Economic Opportunity (BCAEO) is contracting for a Contractor(s) to provide, implement, train, and support a centralized data management solution, to include a universal application portal (web-based), client intake/management system, and data warehouse (to include report builder and analytics tools), capable of interfacing with multiple database systems. The solution must seamlessly function during intake, data tracking, reporting, managing customer information and movement, and corresponding agency data (such as services used, key performance indicators, aggregated demographics, etc. as required by our Federal Funding/Partners). Since most of our current systems have closed Application Programming Interface Systems (API), we understand that the double-entry issue will remain; however, we are in search of a solution, which allows for the import and/or export of data whenever possible, into the Data Solution (client management system and/or data warehouse), and to investigate

ways to open API interfaces with the current systems in the near future, potentially tapping into the existing information within the MDHHS Data Warehouse and/or MI Bridges System.

PURPOSE

The State is contracting for a Contractor Hosted Software as a Service Solution (SaaS) which includes the following software products for the State of Michigan and Community Action Agencies (CAA) or other eligible entities as determined by BCAEO:

- empowOR
- CSBG State Reporter
- CADS (Data Store)
- Document Storage

The Contractor must provide the following services post implementation:

- Maintenance, Support, and Operations
- Future Enhancements

3. IT ENVIRONMENT RESPONSIBILITIES

Contractor must meet all State PSP's, public and non-public applicable to this Contract. Non-public State PSP's are available to Contractors under NDA. As part of this Contract, Contractor is required to sign NDA before non-public PSP's are distributed.

Definitions:

Facilities – Physical buildings containing Infrastructure and supporting services, including physical access security, power connectivity and generators, HVAC systems, communications connectivity access and safety systems such as fire suppression.

Infrastructure – Hardware, firmware, software, and networks, provided to develop, test, deliver, monitor, manage, and support IT services which are not included under Platform and Application.

Platform – Computing server software components including operating system (OS), middleware (e.g., Java runtime, .NET runtime, integration, etc.), database and other services to host applications.

Application – Software programs which provide functionality for end user and Contractor services.

Storage – Physical data storage devices, usually implemented using virtual partitioning, which store software and data for IT system operations.

Backup – Storage and services that provide online and offline redundant copies of software and data.

Development - Process of creating, testing, and maintaining software components.

Maintenance, Support, Operations - Including but not limited to monitoring of system operations, providing client support, performing incident management, performing problem management, correcting data that end users cannot, assessment of new project proposals and ideas, required upgrades, periodic baseline data updates, defect and bug fixes, routine application updates, help desk and technical support, and maintain the security as set forth in the contract.

Future Enhancements - Using future enhancements on this Contract will be defined and described in detail in separate Statements of Work. Contractor will not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.

Component Matrix	Identify contract components with contractor or subcontractor name(s), if applicable
Facilities	Miles Technologies
Infrastructure	Miles Technologies
Platform	CSST Software
Application	CSST Software On Corps Reporting (aka CSBG Reporter)
Storage	Miles Technologies
Backup	Miles Technologies
Development	CSST Software *Potentially Miles Technologies

Miles Technologies, hosts the empowOR application and has been subject to Security, Privacy, Confidentiality and Availability SOC 2 Type II audits annually. Contractor must review the report to ensure consistency with principal objectives and service commitments.

Responsibility of the Contractor hosting provider:

- Physical Security of the hosted environment
- Platform availability for the hosted environment
- Patch management and endpoint protection of the hosted environment
- Administration of directory services for the hosted environment

Response / Management of incidents and alerts within the hosted environment

Since FedRAMP Authorization is recommended, Contractor must accelerate their plans to move the entire empowOR platform hosting to AZURE.

The AZURE services Contractor must use are authorized at FedRAMP High.

Contractor must have the migration to AZURE complete on the State's timeline.

4. ADA COMPLIANCE

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for the Solution. If the Solution is comprised of multiple products, a PAT must be provided for each product. In addition to PATs, Contractors may include a verification of conformance certified by an industry-recognized third-party. If the Contractor is including any third-party products in the Solution, Contractor must obtain and provide the third-party PATs as well.

Each PAT must state exactly how the product meets the specifications. All "Not Applicable" (N/A) responses must be fully explained. Contractor must address each standard individually and with specificity; and clarify whether conformance is achieved throughout the entire product (for example – user functionality, administrator functionality, and reporting), or only in limited areas. A description of the evaluation methods used to support WCAG 2.0 Level AA conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does not fully conform to WCAG 2.0 Level AA, Contractor must provide detailed information regarding the plan to achieve conformance, including timelines.

Contractor must install AccessiBe's accessWidget. The accessibility interface is responsible for all the UI and design-related adjustments, while the AI-powered background process handles the more complex requirements - optimization for screen-readers and for keyboard navigation.

The accessibility interface is responsible for all the UI and design-related adjustments, while the AI-powered background process handles the more complex requirements - optimization for screen-readers and for keyboard navigation.

accessiBe's AI machine learning technology uses contextual understanding and computer vision to address the complex, back-end requirements needed for screen reader and keyboard navigation adjustments.

5. USER TYPE AND CAPACITY

Contractor Solution must meet the estimated number of concurrent Users below:

Type of User	Access Type	Number of Users	Number of Concurrent Users
State Employee	R, W, A	40	40
Approved Contractors (Affiliate)	R, W, A	15	15
Community Action Agency Staff	R, W	1000	1000

empowOR and CSBG State Reporter are Software as a Service solutions that anticipates the user having 'broadband' internet access and a 'modern' browser.

empowOR's current average page load time is 7.29 seconds.

6. ACCESS CONTROL AND AUTHENTICATION

The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy (<https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Law-and-Policies/IT-Policy/13400002008-Enterprise-Identity-and-Access-Management-EIAM-Services-Standard>), which consist of:

MILogin/Michigan Identity, Credential, and Access Management (MICAM). An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables the State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.

MILogin Identity Federation. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.

MILogin Multi Factor Authentication (MFA, based on system data classification requirements). Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security Policy (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).

MILogin Identity Proofing Services (based on system data classification requirements). A system that verifies individual's identities before the State allows access to its IT system. This service is based on "life history" or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.

To integrate with the SOM MILogin solution, the Contractor's solution must support SAML, or OAuth or OpenID interfaces for the SSO purposes.

empowOR will implement an OAuth single sign on solution.

The Contractor must implement ASP.NET Owin interfaces using Owin.Security.Oauth, or Owin.Security.OpenIDConnect to register empowOR in the MILogin solution through common-practice workflows.

Once empowOR is registered with IBM Datapower, MILogin should be able to generate OAuth tokens that allow access to empowOR. If needed, empowOR system can be incorporated in the Contractors current security system via Owin.Security.Interop (Owin => AspNewCore.Authentication), and/or Owin.Security.Cookies.

7. DATA RETENTION AND REMOVAL

All data will need to be retained for the entire length of the Contract unless otherwise directed by the State.

The State will need the ability to delete data, even data that may be stored off-line or in backups.

The State will need to retrieve data, even data that may be stored off-line or in backups.

Contractor must generate scripts to access and/or delete any data requested by the state.

8. END USER AND IT OPERATING ENVIRONMENT

The SOM IT environment includes X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring, and management running in house and in cloud hosting provides.

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

- Over 2% of desktop and mobile & tablet site traffic, measured using Michigan.gov sessions statistics and
- The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics.

Contractor must support the current and future State standard environment at no additional cost to the State.

The Contractor must provide a Software as a Service Solution and does not anticipate needing access to State systems.

The Contractor will routinely test software and new features/functions on Safari, Chrome, and Edge browsers.

Approximately a month prior to software releases, the date is placed on Contractor help page and a week prior to software releases, the contractor notifies local administrators with a link to release notes which detail bug fixes and new features included in the release.

The State can send feature suggestions as well as reporting bugs. Contractor must keep the feature list and review during our Semi-Annual Roadmap planning. In addition, Contractor will work with customers on specific priorities and customizations.

No plug-ins are necessary for this Solution to meet system requirements.

9. SOFTWARE

Software requirements are identified in **Schedule A – Table 1 Business Specification Worksheet**.

Contractor must provide a list of any third-party components, and open-source component included with or used in connection with the deliverables defined within this Contract. This information must be provided to the State on a quarterly basis and/or if a new third party or open-source component is used in the performance of this Contract.

Look and Feel Standards

All software items, provided exclusively to the State, by the Contractor must adhere to the State of Michigan Application/Site standards which can be found at <https://www.michigan.gov/standards>.

Mobile Responsiveness

If the software will be used on a mobile device as define in Schedule A – Table 1, Business Specification Worksheet, the Software must utilize responsive design practices to ensure the application is accessible via a mobile device.

SOM IT Environment Access

Contractor must access State environments using one or more of the following methods:

State provided and managed workstation device.

Contractor owned and managed workstation maintained to all State policies and standards.

Contractor required interface with State systems which must be maintained in compliance with State policies and standards as set forth in **Schedule E – Data Security Requirements**.

From locations within the United States and jurisdiction territories.

The Contractor must provide a Software as a Service Solution (SaaS) that includes the newest version of the following software:

The Contractor does not need physical or remote access to state networks, servers, or individual workstations.

EmpowOR must integrate with Dundas BI, a Business Intelligence software that Contractor uses for advanced reporting functionality.

All mobile devices must access empowOR via web browser.

Licensing Structure (Perpetual vs Subscription):

Tools	Usage	License Type
empowOR	CAA Program Management and recording of CSBG reportable data	Subscription
CSBG Reporter	Providing CSBG Reporting data from empowOR to state managers, management of Organization Standards, and CAP Plan	Subscription
CADS	Data Store facilitating interoperability with other data systems	Subscription

Contractor must leverage the following third-party, open-source components as part of their Solution:

Function	Third Party Components
Rich collection of components that enables developers to build fully functional, styled web applications. Reporting and many of the controls that are used for the UI use Telerik controls.	Telerik
An Open source .NET library for processing PDF files. It is written in C#. The library can be used to create, render, print, split, merge, modify, and extract text and meta-data of PDF files. Specifically, combining Supplemental Documents in empowOR	PDF Sharp
Twilio provides a link between the internet and telecom networks. Specifically, communication via SMS.	Twilio
ANTLR (Another Tool for Language Recognition) is a tool for processing structured text. It does this by giving us access to language processing primitives like lexers, grammars, and parsers as well as the runtime to process text against them. It's often used to build tools and frameworks.	Antlr
Bootstrap is a potent front-end framework used to create modern websites and web apps.	Bootstrap
DotNetZip is a small, easy-to-use class library for manipulating .zip files. Specifically, gathering multiple Documents to be zipped and downloaded by the Staff/User.	DotNetZip

Used for logging errors in an ASP.NET web application. Tracking unhandled exceptions, in the event they occur.	Elmah
Hangfire is an open-source framework that can be used to perform background processing in . Net and . Net Core applications. It is mainly used to perform background tasks such as batch/email notification, batch import of files, video/image processing, database maintaining, file purging, etc.	Hangfire
This is an agile HTML parser that builds a read/write DOM and supports plain XPATH or XSLT. In simple words, it is a . NET code library that allows you to parse “out of the web” files (be it HTML, PHP or aspx).	HtmlAgilityPack
jQuery is a fast, small, and feature-rich JavaScript library. It makes things like HTML document traversal and manipulation, event handling, animation, and Ajax much simpler with an easy-to-use API that works across a multitude of browsers.	jQuery
JSON is a light-weight, language independent, data interchange format. This package implements JSON encoders/decoders in JavaScript.	JSON
The Newtonsoft. Json namespace provides classes that are used to implement the core services of the framework. The default JSON name table implementation. Instructs the JsonSerializer how to serialize the collection. Used for serializing and deserializing json.	Newtonsoft. Json
OWIN allows web apps to be decoupled from web servers. It defines a standard way for middleware to be used in a pipeline to handle requests and associated responses. Currently utilized for single sign ons	OWN
Fast and lightweight script to enable responsive web design in browsers that don't support more modern CSS media queries (such as older versions of Internet Explorer)	Respond
SSH.NET is a Secure Shell (SSH) library for . NET, optimized for parallelism and with broad framework support. Specifically, for SFTP Functionality.	SSH.NET
Redis enables you to write traditionally complex code with fewer, simpler lines. With Redis, you write fewer lines of code to store, access, and use data in your applications. The difference is that developers who use	Redis

Redis can use a simple command structure as opposed to the query languages of traditional databases. Used for server-side caching data that doesn't change frequently such as managed items, permissions, and menu items to improve performance.	
Swashbuckle is an open-source project for generating Swagger documents for Web APIs that are built with ASP.NET Core. There are three core components: AspNetCore. SwaggerGen - provides the functionality to generate JSON Swagger documents that describe the objects, methods, return types, etc. Specifically used for API Testing, via Swagger.	Swashbuckle
Prevent cross-site scripting (XSS) attacks by removing javascript and other malicious HTML fragments. Restrict HTML to simple markup in order to allow for easy transformation to other document types without having to deal with all possible HTML tags.	Vereyon.Web.HTMLSanitizer
WebActivator is a NuGet package that allows other packages to easily bring in Startup and Shutdown code into a web application.	WebActivatorEx
WebGrease is a suite of tools used to optimize JavaScript, CSS, and image files.	WebGrease
OnSched is a cloud-hosted scheduling tool that enables your customers to book appointments online. Specifically, Calendar and Scheduling Functionality.	OnSched

Dundas BI is installed at Miles Technologies Data Center and used for advanced reporting functionality. empowOR users access Dundas BI via a menu in empowOR internal API call that will provide a SSO experience for the user. The State must have access to separate reports directly through a login to Dundas BI. The application layer/code is provided by Dundas BI, but it is being provided through CSST software. OnSched is hosted by Microsoft Azure and provides Calendaring APIs which Contractor must use to provide calendaring functionality by no later than the end of 2022. The following Microsoft services used by OnSched comply with ISO-27001, HIPAA and SOC II: Azure App Service, Azure Active Directory, Azure SQL Database, Azure Cache for Redis, Azure Storage, Azure Service Bus.

10. MIGRATION

Is not required at this time.

11. INTEGRATION

Contractor must integrate their solution to the following technologies:

Current Technology	MiLogin
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The Contractor must implement ASP.NET Owin interfaces using Owin.Security.Oauth, or Owin.Security.OpenIDConnect and to register empowOR in the MiLogin solution through common-practice workflows.

Once empowOR is registered with IBM Datapower, must able to generate OAuth tokens that allow access to empowOR. If needed, empowOR system can be incorporated in the Contractors current security system via Owin.Security.Interop (Owin => AspNewCore.Authentication), and/or Owin.Security.Cookies.

12. TRAINING SERVICES

The Contractor must provide administration and end-user training support for implementation, go-live support, and transition to customer self-sufficiency.

End User # Of participants: 1000	MDHHS will train end users. Contractor will need to provide on-line help and practice training areas. Contractor to provide technical support for MDHHS training sessions
Administrative # Of participants: 35	Contractor will need to provide virtual instructor led train to trainer sessions, on-line help and practice training areas. Contractor to provide technical support for MDHHS training sessions.
Other Training:	Contractor will need to provide on-line help, host, and create practice training areas. Contractor to provide technical support for MDHHS training sessions and develop CBT training sessions or recorded modules

Training must be conducted via webinar for Administrators. **On-Going Training.**

The Contractor will provide regular webinar discussions and/or classes that may include, but aren't limited to, the following topics:

- Basic Conceptual Overview of EmpowOR and Sneak Peek
- Participants, Case Notes, Supplemental forms
- Assessments, Work Templates & Dashboards
- Community & Business Participants, Enrollments & Services
- Programs & Program Rules
- Plans, Outcomes & Reporting

13. TRANSITION RESPONSIBILITIES

See Schedule G for Transition In and Out plan.

14. DOCUMENTATION

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

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

The Contractor must provide empowOR documentation which will be organized by function, with a breakdown into videos and documents. Together these resources will provide a comprehensive explanation of how to use the system at the administrative, data entry, and state office levels. These resources will be updated on a regular basis, and new resources are added as needed.

Administrator Documentation	
Videos	Document - Illustrated Processes
Staff menu	Set Up Agency and Organizations
Work templates	Staff Access & Staff Roles

Services in empowOR Program Outcomes Assessments and e-assessments Custom fields/ forms Group functions Referrals Managing funding sources Managing Client Inquiry	Set Up Programs and Program Types Program Rules Set Up Services Set Up Outcomes Supplemental Forms Volunteers and Donations Creating Assessments Funding Sources Client Inquiry and Custom Application Documentation Exporting from ChildPlus Uploading and Downloading from SFTP Importing .CSV Files into empowOR
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Data Entry Documentation	
Videos	Document - Illustrated Processes
Data Entry Beginning to End Playlist Participant Search & Basic Info Icons Moving Participants Work Template Income Form Services and Outcomes Enrollments and Outcomes Updating Household information Doc Management Form Managing Widgets Case Notes Funding Transactions Plans Counselor session Assessments and	Big Picture Documentation empowOR menu Overview Work Templates Process Add a New Participant New HH Types of Participants and Duplicates Moving Household Participants Enrollments Transferring Enrollments Client Inquiry form Case Note Creation and Management Referrals Document Management Service forms and groups Plans form Global Goals for Plans
e-assessments Expenditures Manual and Presumptive Referrals	How To- SMS Texting

Functional Overview Playlist Participants and Supplemental forms Plans, Assessments, Health/Disability, Enrollments, Nonprogram Services, Services, & Outcomes	Supplemental Forms Documentation including but not limited to: Assets & Liabilities Assignments Benefits Budget Credit Score Document Management Education Emergency Contacts Employment Estimated Income Healthcare House Information Income Insurance Mortgage/Financing Utilities
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Reporting	
Videos	Document - Illustrated Processes

Intro to Core Reporting Customizing a Report Advanced Reporting CSBG Item Mapping Module 4 and CSBG Reporter CSBG Mapping and Common Issues CSBG Reports and Exports	Core Reports in empowOR Reports-Core Reports Description with Screenshots Core vs Advanced Reports Report Builder Advanced Reports - Instructions, Table +Screenshots CSBG Demographics Reporting Reports- Presumptive Eligibility Scheduling Automatic Advanced Reports CSBG Report Differences Exporting Reports Sample Reports
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Michigan-Specific	
Videos	Document - Illustrated Processes
All Administrator Trainings All State Trainings All Train the Trainer sessions	Completing CAP Plans State Agency Organizational Standards Processes State Agency Train the Trainer Process for Data Entry Training Plan Training Agenda Readiness Checklist

Additional Documentation	
Videos	Document - Illustrated Processes

Monthly Recorded Webinars	Release notes - comprehensive documentation of updates in each release, ongoing, found on help page
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15. ADDITIONAL PRODUCTS AND SERVICES

16. CONTRACTOR PERSONNEL

Contractor Contract Administrator. Contractor resource who is responsible to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor Contract Administrator
Name: Paige Teegarden
Address: 948 D St, Salida CO 81201
Phone: 571-233-2627
Email: pteegarden@empoworbycsst.com

17. CONTRACTOR KEY PERSONNEL

Contractor Project Manager Contractor resource who is responsible to serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services, matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor Project Manager
Name Shruti Belhe
Address: NA
Phone: (301) 533-9012

Email: sbelhe@empoworbycsst.com

Contractor Security Officer. Contractor resource who is responsible to respond to State inquiries regarding the security of the Contractor's Solution. This person must have sufficient knowledge of the security of the Contractor Solution and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor Security Officer
Name: John Fox
Address: NA
Phone(301) 533-9012
Email: jfox@empowORbyCSST.com

18. CONTRACTOR PERSONNEL REQUIREMENTS

Background Checks. Contractor must present certifications evidencing satisfactory Michigan State Police Background checks, ICHAT, and drug tests for all staff identified for assignment to this project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

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

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.

The relationship of the subcontractor to the Contractor.

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

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

Subcontractor(s)	
Miles Technologies	
The legal business name, address, telephone number of the subcontractor(s).	Miles Technologies 100 Mount Holly ByPass, Lumberton NJ 08048 866-994-4156
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	Miles Technologies, tech enthusiasts committed to helping people accomplish more through the consultative selection, design, implementation, and ongoing maintenance of business technology. Est. 1997 1,500+ Active Customers 5,000+ Customers Served 30,000+ Client Devices Managed 350+ Full Time Employees 300+ Industry Certifications Nationwide & International Coverage No Outsourcing Miles Provides Consulting, Software Development, IT and Marketing services
The relationship of the subcontractor to the Contractor.	Miles Technologies is a part owner in CSST Software and has, from time to time, provided development, IT, and other project-based support to us.
Contractor has a previous working experience with the subcontractor.	Yes. See above. Specifically, Miles Software Development team provided initial development work for CSST Software, currently is our data hosting center and continues to provide support as needed on complex IT or development problems.

If yes, provide the details of that previous relationship.	
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	Azure Server Move and Ongoing management of our virtual Azure Services including disaster recovery support
Of the total bid, the price of the subcontractor's work.	Estimate:

OnCorp LLC (CSBG Reporter)

The legal business name, address, telephone number of the subcontractor(s).	OnCorp LLC (CSBG Reporter) 5212 Girard Ave South Minneapolis MN 55419 612-568-8627
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	OnCorps Reports, Inc. is a small software company focused on National Service Programs and CSBG State Managers. OnCorps was founded in 2006 by Catherine Settanni, who was a program director for an AmeriCorps program at the time. She first built a software to support AmeriCorps programs. As other programs and state commissions heard about our software, we expanded to meet the need. Beginning in Virginia, OnCorps expanded to meet the needs of CSBG State Managers. empowOR passes aggregated data to CSBG Reporter providing data for CSBG Reporting to state personnel. While empower provides seamless access for CSBG Eligible Agencies to access CAP Plan and organizational standards components of CSBG Reporter.

	OnCorps provides CSBG Reporter which has functionality specifically targeted to State CSBG Managers including tools for Organizational Standards Management, CAP Plan Development and CSBG Reporting.
The relationship of the subcontractor to the Contractor.	OnCorps and CSST have a contract where CSST can provide an integrated solution to states.
Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	Yes. CSST Software and OnCorp have been working together for over 5 years providing seamlessly integrated software to local CSBG agencies and state offices.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	OnCorps provides CSBG Reporter which has functionality specifically targeted to State CSBG Managers including tools for Organizational Standards Management, CAP Plan Development and CSBG Reporting.
Of the total bid, the price of the subcontractor's work.	Estimate: \$100,000

The legal business name, address, telephone number of the subcontractor(s).	Gregory Hull 3536 Tropical Seas Loop Tavares FL 32778-9234 407-758-4901
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	Provides data transformation services. While we do not plan to have Greg perform any specific work related to this contract, he may have access to State Data just by virtue of the work that he does for us.
The relationship of the subcontractor to the Contractor.	1099 subcontractor
Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	Greg has been working with Contractor for over 6 years.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	None
Of the total bid, the price of the subcontractor's work.	None

19. STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Contract Administrator
Name: Mecca Martin Phone: 517-230-5694 Email: martinm42@michigan.gov

Program Managers. The DTMB and Agency Program Managers (or designee) will jointly approve all Deliverables and day to day activities.

DTMB Program Manager
Name: Duane Kerkstra Phone: 248-660-0132 Email: kerkstrad@michigan.gov

Agency Program Manager
Name: Melanie Sanford Phone: 517-285-0412 Email: SanfordM2@michigan.gov

20. MEETINGS

At start of the engagement, the Contractor Project Manager must facilitate or cause to be facilitated a project kick off meeting with the support from the State's Project Manager and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, Contractor Project Manager must facilitate or caused to be facilitated weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

The Contractor must attend meetings, as identified by the state, at no additional cost to the State.

Contractor will conduct a kickoff meeting with the State Project Manager, DTMB and DHHS sponsors, and State resources, staff from Community Action Agencies (CAA's) and Contractor project staff. Contractor will conduct weekly status meetings and any other meetings identified by the State.

21. PROJECT CONTROL & REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly basis unless otherwise requested by the State to the State's Project Manager the following:

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period
- Indicate the number of hours expended during the past week, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified
- Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

Project management for the implementation of empowOR across the state and for the limited development that must be accomplished during launch will be provided by Contractor Project Manager.

The Contractor must have weekly check in meetings with the State project manager and any other stakeholders identified by the state project manager.

These meetings will include a review of following metrics:

- Project Tasks Completed during the week
- Project Tasks begun during the week
- % completion of milestones
- Milestones in process and planned for start next week

- Risks/Issues Identified and Tasks for Resolution - Risk/issues are identified in “Detail Test Plan” Document

22. PROJECT MANAGEMENT

The Contractor Project Manager will be responsible for maintaining a project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement, and approval of authorized parties to the change and clearly identify the impact to the overall project.

SUITE Documentation

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

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

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

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

Milestones/Deliverables for Implementation

#	Milestone
1.	Finalize project plan and charter
	30 Day Deliverables Implementation Plan finalized (based on this table and consistent with Project Charter). Will address: Use of CADS in initial implementation; State-wide “custom applications” to be included in initial implementation; Role of Task Force of CSBG Agencies; Training timeframes and approach to set up and training (i.e. breaking agencies into groups); Identification of State (and Association, as approved) personnel to be trained, participate in all cohort meetings and able to support individual agency implementation. Sprint Plan for Releases of Functionality and for Configuration Releases Project Charter Implementation Steering Committee Charge and Composition Functional Overview of Striven (project management software utilized by empowOR) and Agreement on Format of Progress Reporting Initiate weekly Project Coordination meetings
2.	Determine configuration set up for each agency complete Azure migration plan; complete Training Plan
	60 Day Deliverables Azure Migration Plan and SSO Technical specifications 2 to 3 Functional Overviews for groups of CAAs Initial agency configuration plan completed based on CAA Plans, CSBG Annual Reports) and Questionnaires Divide CAAs into 4-5 cohorts, based on factors including size, complexity, programs, CAA capacity Steering Committee Meeting--CAA Plan and CSBG Reports Analysis

	Detailed Training Plan document completed – including content and timeline for: Agency administrator training/train-the-trainer State Staff Training for Organizational Standards Monitoring, CAA Plan Review and CSBG Reporting Additional features/functions training Supporting local administrators with set up Documentation/agendas for end user training
3.	Portals created, initial administrator trainings, Integration with State's IT Identity and Access Management (IAM) environment
	90 Day Deliverables ● Steering Committee Meeting--Agencies' Questionnaire Analysis ● 2-3 empowOR Functional Overviews for groups of CAAs ● Administrator 1 Trainings complete (4-5 cohorts) ● Initial Organizational Standards Configuration Complete ● Configuration completed for the Michigan Demonstration/Test Portal ○ Allows both agency and state 'playground' ● Single Sign On in accordance with State's (IAM) is ready for testing* (released Sept 28th) ● Individual agency portals are created and staff imported and main location created ○ Agencies set up for CSBG Reporting ● Plan for any State-wide Program Plugins ○ Based on analysis of CAA Plans and CAA questionnaires (note: empowOR Functional Overview is part of this; questionnaires to include: programs in CAA Plan and if CSBG services or customized, use of other systems and CADS, list of departments and programs in each department for purposes of determining work templates) NOTE: hosting fees begin this month.
4.	Complete configuration, agency empowOR portals and CSBG Reporter
	120 Day Deliverables Steering Committee Meeting--review progress, identify agencies in need of additional set-up support Agency setups are complete, including all default managed items, agency programs and CSBG Services and Outcomes, loading of initial staff, preliminary

	work templates, CSBG Reporter options such as Organizational Standard documentation, State staff logins are active Administrator 2 and 3 Trainings complete (4-5 cohorts) Initial State Office Training complete Review of documentation and agendas for end user trainings by BCAEO Calender/Appointment Module Available for Configuration SSO released Critical Servers Move to Azure Complete Train the Trainer for End User Training Sessions Community Action Plan Training Complete -- State Train the Trainer with the State Recorded Overview of CAA
5.	Complete configuration of CADS, local agency configuration and access controls
	150 Day Deliverables CADS deliverables: for initial agencies, data sources (i.e. empowOR) and groups (note: this will only include empowOR and data sources that are able to directly call CADS API... each of these would have a small testing period. State Office Training complete Local administrators complete staff, program and work template assignments 4-5 cohort meetings to address any remaining agency setup questions Steering Committee Meeting to review charter and process All CAAs begin utilizing empowOR in live environment Have configured calendar /appointment functionality
6.	Go Live
	All Agencies Live in Production
	90 Day Warranty Period Begins

	Closeout - After 90-day warranty period ends and there are no open warranty issues. State Program Managers will approve invoice once open issues are closed, if any.
	Post Launch Activities
1.	Follow ups with each agency--Additional Optional Functionality Discussion and/or Questions and Concerns
2.	Define the project for integration with the State's selected Weatherization Audit system and any other CADS Specific Integrations planned for 2023 Complete user stories and sprint plans for this development Complete Development Cost Estimate (note: \$25,000 in development will be credited) Develop Training Plan
3.	User group meetings/training #1: 4 to 5 Working Sessions with agency groups for their first CSBG Reporting User group meetings/trainings #2 (2 sessions) User group meetings/trainings #3 (2 sessions) User group meetings/trainings #4 (2 sessions)
4.	Specific Webinars on Optional Functionality -- Approximately 1/month Beginning January 2023 and Ending Sept 2023

The Contractor and State will mutually agree and sign off on completed deliverables prior to payment based on the SEM-0185 Release Review and Approval form. Invoices may only be rendered AFTER state acceptance.

Initial implementation of empowOR and CSBG Reporter for CSBG Funded Agencies in the State of Michigan where the configuration of empowOR, CSBG Reporter, and CADS (limited in this project to empowOR and any systems that are able to directly call CADS API) is focused on ensuring tracking for CSBG. NOTE: Additional empowOR

features that are part of core functionality can be added by local administrators outside of the scope of this project. See Attachment 1 - Work Breakdown (WBS).

empowOR must complete the requirements by providing comprehensive project management, to include weekly status meetings, to confirm/coordinate information exchange, progress, etc., and to provide a forum to address unexpected challenges or roadblocks.

Section 1 - empowOR will utilize the following documents and requirements as they are supplied in the Michigan portal:

PMM/SEM Requirements

Project Charter

Project Tailoring Session

Project Management Plan

Project Lessons Learned

Project Closure Report

Readiness Checklist Template

Training Plan

Training Checklist

Section 2 - As Contractor is configuring existing software, some of the following may only apply in the case of new functionality, and will be accomplished through Striven, The Contractor's ongoing process management solution which is used to record, plan, track, update and notify all project related tasks.

PMM/SEM Requirements

Sprint or Release Review and Approval - Contractor plans Sprints, schedule releases and task assignments in Striven. We can provide Sprint wise or monthly reports. Reports may include task owner name and end date. PM can send the approved report with a signature.

Structured Walkthrough Meeting Record - A detailed Walkthrough is a part of the Contractors Launch process. Notes, decision, and action items can be added as a new task after the walkthrough in Striven.

These walkthroughs/ Trainings are recorded and uploaded on empower under " help" which can be referred by clients when required.

Defect Tracking Log - Once the State sends an email. The Contractor support team will contact the State for any additional information and will assign the task to the development team if required.

The State must be notified of the status of the task as it progresses.

Stage Exit Approvals - Contractor initial project deliverables are not staged, it will be delivered as a single deliverable as per the launch process, however any add-ons will be added in Striven as a separate task and will be planned in the subsequent deliverables.

Maintenance Plan - Any changes or additional functionality will be recorded in Striven as a sales order; once it gets approved by the State the development process gets initiated.

Software Configuration Management Plan - Any RFC or changes must be logged, documented, and communicated through Striven.

Requirements Traceability Matrix - Report/Log from Striven will provide required matrix and status of the Tasks with dates.

Requirements Specifications – There is an empowOR Launch template and process where requirements are gathered step by step and sent for approval. As the portal is new to the client, this process helps the State go through the portal with the Contractor and gather the requirements in this process.

Functional Design Document - Must be included in the Launch plan any revision in data can be monitored through activity logs.

Use Cases - Must be a part of Launch Process in which the access is given to the staff member which will define “who” can do “what” in the portal.

Test Strategy - User Stories must be written in the task defining the testing strategies for the particular Task in Striven.

Data Conversion Plan - As data conversion is not part of this project, it will not be used at implementation, but might be utilized for the CADS project in future.

Detailed Test Plan - Striven will have all the test cases, functionality, assignment, and schedule for testing. Contractor will generate a report from Striven and include milestones if required.

System Design Document - Must be a part of launch process where the overall design and functionalities are finalized using launch process documents

System Design Checklist - Must use this checklist with some modifications to summarize overall functionalities and test cases.

Test Case - results of testing are recorded in Striven with the screenshots.

Test Closure Report - testing is a continuous process in Striven; if there is a failure the task is moved back to the to do column and will be reworked by the developer.

Transition Plan - Must use this document, which will include detail currently described in Schedule G.

Installation Plan - Must use this document with modifications to convey the release plan including scope for the release

System Maintenance Document - Must be covered in the Launch process walkthrough. Any Support request can be logged into Striven and will be prioritized by the Contractor Support team.

23. ADDITIONAL INFORMATION

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

Attachment 1 - Work Breakdown (WBS)

Initial implementation of empowOR and CSBG Reporter for CSBG Funded Agencies in the State of Michigan where the configuration of empowOR, CSBG Reporter, and CADS (limited in this project to empowOR and any systems that are able to directly call CADS API) is focused on ensuring tracking for CSBG. NOTE: Additional empowOR features that are part of core functionality can be added by local administrators outside of the scope of this project.

1-Project Management			
1.1 Coordination Meetings Happen	1.2 Charter, Project Planning Docs Complete	1.3 Training Plan Complete	1.4 Project Documentation/ Reporting
1.1.1 Weekly Meetings	1.2.1 Kick Off meeting	1.3.1 Training Outlines Complete	1.4.1 Overview Striven
1.1.2 Steering Committee Meetings	1.2.2 Project Tailoring Session	1.3.2 Timelines for training	1.4.2 Reporting Documentation Format Confirmed
	--->Identify Timeline for Weatherization Audit System decision --->Identify up to 3 'state-wide' "Custom Applications" --->"Steering Committee" Charge and Participants Complete --->Identify Representation from CAAs and Role in Launch	1.3.3 Training Sessions & Audience Confirmed	-->Meeting: Review "Closure" Report, empowOR's Readiness Checklist, Training Plan and Checklist "Format" -->Sample Reports Provided -->Internal CSST Review and Categorization of All Project State Templates Complete
	1.2.3 Project Retro/Lessons		
	1.2.4 Weatherization Audit Integration Plan Complete		1.5 Post Launch and Ongoing
	-->user stories and requirements complete		1.5.1 SLA --Task Response Reports
	-->Design Document Complete		-->Configure task system to produce report
	-->Sprint Planning Complete		1.5.2 SLA--Software Response Time Reports
			-->Configure Monitoring system (i.e. New Relic)
Note: activities noted with prefixes of --> or > are not the comprehensive list of activities; they are provided to allow for understand of approach to completion of the numbered deliverables.			

2-Configuration and Set UP		
2.1 empowOR Configured for Use	2.2 CSBG Reporter Configured According to State Requests	2.3 CADS Configured for Initial Use
2.1.1 Twenty-eight Agency Portals Ready for Use and CSBG Reporting	2.2.1 CSBG Reporter Quarterly Reporting Configured	2.3.1 Complete Review of CADS Documentation and Options for State and Agencies with Systems for API access
>Staff with emails, Agency, Department provided for import by BCAEO		-->Data Systems Direct Calling CADS API Identified
>State Staff login info provided by BCAEO	---->Configure adjustments according to State Process Discussion	-->API Documentation Provided
2.1.1.1 empowOR Functional Overviews	>Review State's current CSBG Reporting process and forms provided by BCAEO	2.3.2 Complete Configuration for empowOR to CADS
2.1.1.2 CAAs Divided into Cohorts	2.2.2 State Office Organizational Standards Configured	2.3.3 Complete non-empowOR CADS configurations >Demo CADS Testing Period
-->CAP Plans and CSBG Annual Reports Reviewed	>Org Standard Documentation list provided by BCAEO	
-->CAAs Complete initial Questionnaire, including programs, departments, CADS useage initially, and more	-->Meeting to review State's Approach to Org Standard Review	2.3.3.1 Complete Configuration for any non empowOR system directly calling CADS API
2.1.1.3 State-wide Program Set Up		
----->Michigan State-wide Program Plugins Reviewed		2.3.4 Configure CADS Reporting Access
2.1.1.4 Outline of Departments (preliminary Work Templates), Programs, CSBG Services, Outcomes for each agency		
2.1.1.5 Standard Managed Options Set up in all Agencies		
2.1.1.6 Cohort Meeting(s) to Address Q		
2.1.2 IT Front Desk Configuration complete (if choosen by any agencies)		
2.1.3 Custom Applications Identified Configured		
2.1.4 MI Sandbox portal created		
2.1.5 Portals created for all agencies		
2.1.6 Portals Configured to access CSBG Reporter		
Note: activities noted with prefixes of --> or > are not the comprehensive list of activities; they are provided to allow for understand of approach to completion of the numbered deliverables.		

3-Training/Documentation			
3.1 State Administrators Trained	3.2 Local Administrators Trained & Practiced Core Functions	3.3 Post Launch Training	3.4 End Users Trained by State Staff
3.1.1 empowOR Training for State and Local Admins		3.3.1 Post Launch Follow Ups Complete with each Agency	3.4.1 Michigan Custom Documentation Completed
3.1.1.1 Administrator Documentation Reviewed/Approved		3.3.2 Quarterly user Group Meeting/Trainings	--> Documentation of State wide program set ups complete --> Documentation of each agency set up complete
3.1.1.2 Admin Session 1 Training Complete (all cohorts)		3.3.3 Monthly Standard Webinars on Optional Functionality	3.4.2 Train the Train Session(s) Complete including recorded overview
----->CAAs Divided into Cohorts			----->Documentation and agendas reviewed ---->Agendas and documentation Complete -----> Recorded Overview Provided
3.1.1.3 Admin Session 2 Training Complete (all cohorts)			
3.1.1.4 Admin Session 3 Training Complete (all cohorts)			3.4.3 General Data Entry Documentation Provided
	--->local admins assign staff to		
3.1.2 Training on Organization Standards Review	--->local admins practice Creating Work Templates and Programs		3.4.4 Support State Staff in training End Users
3.1.3 Training on CAA CAP Plan Review			
3.1.4 Training on CSBG Quarterly Reporting			

4-Development & IT enhancements complete			
4.1 MILogin/SSO	4.2 Azure Cut Over	4.3 AccessiBe Widget Installation	4.4 empowOR Calendaring Module*
4.1.1 Design complete	4.2.1 Azure Project Plan Complete	4.3.1 widget on demo site for testing	4.4.1 Design complete
> Technical documentation provided by BCAEO	---> Server and Application Review Complete --->Contract with Miles Technologies	--->review key stroke access & other accessibility components --->CSS Styling to support widget functioning	--->Update 3rd party component list if necessary
4.1.2 Development Complete	4.2.2 Azure Servers Configured and Applications Moved	4.3.2 Widget released live	4.4.2 Development Complete (by Sprint)
---> Sprint Planned and reviewed with lead developer(s) --->Tasks Defined and Sassigned to Sprint --->Development complete on Demo	--->Set up Azure Virtual Servers and Move 'copy' of existing servers to Azure --->migration of applications --->migration of data --->Testing of Azure environment ---> Scans and other components configured		---> Sprints Planned and reviewed with lead developer(s) --->Tasks Defined and Separated into Springs
4.1.3 MILogin Integration Accepted on Demo	4.2.3 Final Cut Over		4.4.3 Internal QA by Sprint
> State Acceptance Process			
4.1.4 Released Live			4.4.4 Documentation and Release by Sprint

SCHEDULE A – TABLE 1 - BUSINESS SPECIFICATION WORKSHEET

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Contractor to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification.
REQUIRED							
	The solution must have the ability to be customizable to address the needs of all CAA programs	Yes					The Contractor must provide empowOR which can be customized for: Work Templates – controlling which data entry forms staff see and what programs they can enroll people in Service Groups and Items—fully customizable to allow you to capture any service or aspect/characteristic of services Programs—create any program with its services and outcomes Outcomes—we provide some through plug-ins, but you can add others as you desire

						Assessments—can create your own customized set of questions for participants Managed Items—allows you to control most of the drop down list options in the system Custom fields and forms—allows you to create your own fields and add them to custom forms Plans and Goals—Can create your own set of general goals that participants are working toward to track progress toward these goals. Staff photos
	The solution must have the ability to connect to a Weatherization Program Client Management Tool and/or Weatherization Audit Tool of the state's choice			Yes		The Contractor must provide CADS as a means of connecting to a Weatherization Program. There are several options for connecting to whatever Weatherization system(s) the State chooses. The selected option will depend on the workflow determined by the State. For example, if the State wants intake and any case management components to be handled through empowOR and the State system to handle audits and other reporting, then empowOR would need to push data to the State selected system and the State selected system

						would need to provide empowOR or CADS with outcomes data. On the other hand, if the State is simply interested in reporting on Weatherization clients in the context of other services such as in CSBG reporting, then we'd encourage the State selected system to either call CADS API and provide data OR to provide a batch file on a regular basis for transformation and import into CADS. In either case, the details of the process depend on the system selected by the State. We are committed to working with such a system to find a favorable solution to meet the State's goals.
	The solution must have the ability to correct/edit application after submission	Yes				The Contractor must provide empowOR so the State can save and return to their online applications as often as desired. Once they submit the application, and an agency staff member imports the submission into empowOR, there are multiple ways in which both clients and staff can update information in the system to reflect changes and/or additional information. Staff can make

						any needed changes to the imported information, and -if client portal is utilized- clients can update and/or provide new information about address, income, and household members.
	The solution must have the ability to support data sharing between programs, including integrated client data sharing agreement/release of information statement	Yes				The Contractor must provide empowOR which is specifically designed to support Data sharing between programs. Records are held in the same data set no matter what program entered them. All participants, regardless of program, are available in the search functions in empowOR. They are in the same data set. Some data about participants including address, enrollment, case notes, plans, and documents can be marked with privacy tags to limit access. Staff should search to see if a participant already exists. If the staff bypasses this or simply makes a mistake and enters a new participant, on save, the system checks for duplicates. Information on the Participant Basic Info Page (the primary information during intake) is accessible to all staff across programs.

	The solution must have the ability to deduplicate/merge client & household records	Yes					The Contractor must provide empowOR which has robust duplicate management capabilities, including the ability to merge duplicate records. When merging, end users select from/to records, enabling transfer of Enrollments and Services, Case Notes, Documents and Nonprogram Services information into the resulting single record.
	The solution must have the ability to transfer client/household information from data warehouse to data solution	Yes					The Contractor must provide empowOR and CADS which are seamlessly integrated while allowing for other systems to also connect to CADS. seamless integration with CADS while allowing for other systems to also connect to CADS is a distinguishing feature. From empowOR's Household Dashboard, staff can see data for a household that came from CADS (i.e. from other systems); this assists in service coordination. Second, traditional data warehouses define all data 'on-entry'; this can be a time consuming process. CADS has ability to define valid data options 'on-entry' or to define categories of data, i.e where they map to

						the data warehouse structure but not limit the options on entry and instead, to map those options on pull from CADS; thereby combining some elements of data warehousing and data lakes. Finally, our integration with a data transform platform that allows us to configure manipulation of data from other systems to import it into CAD, also sets us apart from our competitors. When searching for a client, empowOR can also search CADS and can copy basic person demographic information and address info from CADS into empowOR.
7.	The solution must have the ability to "Search for Client or Household" functionality	Yes				The Contractor must provide empowOR which has simple search options available by first name, last name, date of birth, last 4 of the social security number and staff that are assigned. And in advanced search, users can search clients by program enrollment. Reports allow even more nuanced search (filtering) criteria.
	The solution must have the ability to support client document attachments/uploads	Yes				The Contractor must provide empowOR which will accept the following file types: .doc, .docx, .xls, .xlsx, .pdf, .tif, .jpeg, .jpg, .gif, .bmp The maximum individual file upload

						size is 4 MB. A typical agency implementation includes 20GB of storage, with a charge of \$3 per GB per month for each GB over 20. However, file storage limitations are negotiable, and can be increased in a state-wide implementation.
9.	The solution must have CSBG Annual Report capabilities, along with the ability to work with NASCSP Smart Forms	Yes				The Contractor must provide empowOR and CSBG Reporting which has the capability to export an automatically completed Smart Form for Module 4; through CSBG Reporter we also provide the XML for upload into OLDC. We do not have an automatically generated Module 3 Smart Form, although we could one if necessary and CSBG Reporter does have Module 3 data tracking. For Module 2, we can currently provide the XML file, through CSBG Reporter, for upload into OLDC, but could develop and include the Module 2 Smart Form pre-filled with data entered into CSBG Reporter. Information from empowOR about items such as number of board member training hours or staff training hours are currently accessible via reports but are not passed into CSBG Reporter or into a pre-filled Module 2 smart form.

	The solution must have "Real Time" reporting of client data from the data solution and/or data warehouse	Yes				The Contractor must provide empowOR which has the following reporting capabilities: Core reports allow users to “search” for the participant records they want to include in the report (for example, include only records from a particular county). The list of core reports currently available is below. ● Attendance Reports ● Enrollments Reports ● Services Report - Grouped by Program / See every service provided , who it was provided to and when. ● Outcome Detail Report - Grouped by Household ● Outcome Summary Report – Shows outcomes achieved compared against targets and number of people enrolled by Program. ● Demographic Report –providing summary information on large range of demographics for almost any ‘slice’ of your clients ● Data Quality Report – This report provides a way of looking at core demographic fields and fields included in program rules for completeness. It

					gives a quick visual way to check which areas of 'intake' are not being completed (by program and/or by specific staff person), target training needs and encourage more complete data entry. ● Household Contact Report –simple report that includes address and phone numbers for almost any 'slice' of your database ● Presumptive eligibility Report—uses rules you provide to determine people in your system who might be eligible and are not enrolled in a program. Advanced Reporting. Our advanced reporting and analysis tool provides a powerful way to visualize data (i.e. graphs, tables, box charts, etc.) and drill into specifics. It allows advanced users to ask questions of the data and create ad hoc reports. Initially, this component of empowOR comes with an aggregated dashboard of demographics and enrollments. Optionally, an agency may purchase a power reporting license and create its own dashboard. Other custom reports can also be created by CSST Software. Reports can be exported to PDF, Word or Excel. Advanced reports can also be
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					run on a schedule and sent to staff as an email. Quick Reports/Participant Reports. There are several “Quick Reports” that can be run from within a household and are about that household. The Presumptive Eligibility report compares the information that has been entered into the system about the household to the ‘eligibility rules’ entered by administrators, and then provides a list of the programs for which members of the household may be eligible. The Participant Intake Report takes information from the active work template and provides programmatic information for the household, in an ‘intake form’ format. The income supplemental form provides a quick report of the details of that income snapshot. Similarly, in the budget form there is a quick report of the budget that has been produced to print and give to the client. An Assessment quick report and a quick report that shows all case notes for that household round out the currently available quick reports.
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	The solution must have the ability to create "Ad-Hoc" or custom reports/report queries, including report visualizations		Yes			The Contractor must provide empowOR which has Report Builder which is an 'ad hoc' reporting tool that can be used by anyone with permissions in the system. It allows users to select various data sets and then select the specific fields that they want to include in the report. The user can then filter using additional fields, sort, and group before producing the report. These settings are saved for use in the future and can be shared with other staff. In addition, our advanced reporting tool has the ability to access and report on all fields in the database. A power user with training could select any database table and field and drag it into the dashboard or report creator.
	The solution must have a Web-Based Client Scheduling/Appointment Module			Yes		The Contractor must provide empowOR which has appointment scheduling available in two ways: In an Integration ITFrontDesk which allows for web-based and phone based appointment creation. In this integration, the agency is directly contracting with IT Front Desk and empowOR is simply integrating via API. There is an additional cost because the agency

						would have to also be a customer of ITFrontDesk. For IVR (phone) and online schedule, pricing will vary per agency by need. The pricing starts at just a few hundred dollars per month with set-up costs and goes up from there for voice and online scheduling. If the agency only wants the online scheduler, the price starts lower. ITFrontDesk pricing has been based on the number of appointments per year. The agencies would need to get a specific quote from ITFrontDesk in order to find what suits their needs. empowOR will, by no later than the end of 2022, implement a calendar scheduling module fully integrated with empowOR UI. Currently the plan is to use API based functionality provided through OnSched.
	The system must have client scheduling/appointment reminder system (Texts/Calls/Emails)		Yes			The Contractor must provide empowOR which has the capacity to meet the following needs, utilizing: - Events, registration and attendance, - Services, case notes and linked follow-up reminders - In-depth client goal plans, with the ability to set deadline, note progress, etc.

						In addition, we have a partnership with IT FrontDesk which is a robust scheduling system allowing clients to schedule meetings through phone or web and providing reminder follow up calls to clients prior to their visit. The IT FrontDesk system integrates to empowOR allowing it to check for eligibility and to create a pending enrollment record with the appointment date. We could add to this an email with scheduled appointments from the system to the staff person associated with that program. Finally, empowOR will, by no later than the end of 2022, implement a calendar scheduling module that has reminders for appoints with our fully integrated with empowOR UI. Currently the plan is to use API based functionality provided through OnSched.
	The solution must have functionality to import/export data manually	Yes				The Contractor must provide empowOR which has Point-in-

						time data imports can be done locally by administrators, using a defined csv file. There are five different imports that can be done: Household Participant Income Case Notes External Enrollments, Services, Outcomes Organizations
	The solution must have functionality to import/export data systemically	Yes				The Contractor must provide empowOR which will allow the State to create a notification through the Contractors Advanced Reporting feature, currently provided by DUNDAS, (we have a couple that are extensive data exports). That notification can be scheduled to run on any schedule and can place data on our SFTP server and/or email information. We can create a specific Advanced Report to provide as requested. Imports to empowOR run automatically based off of files placed on the SFTP folder so if you can set up a process to get files to that location, they will run.

	The solution must have data encrypted when stored	Yes					The Contractor must provide empowOR which uses commercial industry standard secure encryption methods to protect data sets at rest and in transit. For Data At Rest, specific Data types, including but not limited to Social Security Numbers and uploaded documents, are encrypted in the database. System administrators utilize their least privileged available role to access files and the database. Data backups are encrypted at rest. Passwords are not encrypted but rather hashed via one way algorithm. Once created, the hash value is stored in the database. The empowOR system utilizes TLS/certificate based communication from client to server for securing Data in Transit.
	The solution must have data encrypted when in motion	Yes					The Contractor must provide empowOR which uses commercial industry standard secure encryption methods to protect data sets at rest and in transit. For Data At Rest, specific Data types, including but not limited to Social Security Numbers and uploaded documents, are encrypted in the database. System administrators utilize their least privileged available role to access files and the database. Data backups are encrypted at rest.

						Passwords are not encrypted but rather hashed via one way algorithm. Once created, the hash value is stored in the database. The empowOR system utilizes TLS/certificate based communication from client to server for securing Data in Transit.
	The solution must have an integrated client data sharing agreement/release of information statement	Yes				The Contractor must provide the Custom Application Module, empowOR allows for an integrated consent form that can be e-signed by client. If there is a state-wide consistent consent form, we can add that as one of the 3 included custom applications during launch. In addition, if a client is completing 'client inquiry', there is a notification / release that the client must click confirming understanding.
	The solution must be a web-based user interface	Yes				The Contractor must provide empowOR which is fully web-based and allows for convenient mobile access and flexibility across devices. empowOR is a fully web-based system, and as such, does not have hardware requirements other than a device with internet access and a relatively modern web browser (see below for browser requirements). Any device with an internet connection (and an authorized login in, of course) can access the

							system. This includes mobile devices, which makes empowOR an incredibly flexible data tool for your agency staff
	The system must have ability to capture digital signatures		Yes				The Contractor must provide the Custom Application Module which has an Electronic Signature feature and Custom Applications. This is a very flexible module that allows an agency to have forms that can reduce data entry, as the system can draw that information from within empowOR into a single PDF for the household. This can be used for something as simple as the agency's consent form but also more complex forms that are required by a funder. This functionality also allows for electronic signatures on any form that is created. Custom applications can also trigger workflows that include emailing staff or others. .
	The solution must have the ability to track Internal & External Referrals minimally (Status & Outcome)	Yes					The Contractor must provide empowOR which has the capability to record referrals both from and to your agency. Enrollments from your agency to outside organizations and internal agency staff can be entered on the Service form. In this case, empowOR can generate a referral notification email to the referral contact.

	The solution must have report scheduling capabilities	Yes					The Contractor must provide empowOR which has an advanced reporting and analysis tool which provides a powerful way to visualize data (i.e. graphs, tables, box charts, etc.) and drill into specifics. It allows advanced users to ask questions of the data and create ad hoc reports. Initially, this component of empowOR comes with an aggregated dashboard of demographics and enrollments. Optionally, an agency may purchase a power reporting license and create its own dashboard. Other custom reports can also be created by CSST Software. Reports can be exported to PDF, Word or Excel. Advanced reports can also be run on a schedule and sent to staff as an email.
	The solution must have the ability to "Connect" to external data sources			Yes			The Contractor must provide empowOR which has significant functionality in place to export and transform data into other systems' required formats. After the transformation of information, we can send data to systems that accept imports and/or external systems can call our CADS API (Community Action Data Store, Application Programming Interface). We have worked successfully with a variety of states and software providers to develop "handshakes" to

						de-silo data to the maximum possible extent. Examples include ChildPlus and state energy assistance software. In order to understand how this would look for Michigan, we would need to have a more extensive conversation. Data exchange is seldom a matter of technology, and is more often a matter of having champions that can lead the process and assist in getting agreements in place. Data can also be shared from other systems into empowOR (or CADS) in two ways. The more robust way is to add CADS to your package, which allows for system-to-system API communication, supporting service and outcome data as well as connection to CSBG de-duplicated reporting. There is also a more basic household/participant data and income snapshot import that can be automated into empowOR itself.
OPTIONAL						
24.	The system may have web-Based Data Integration (Data Mapping) Tool for external programs				Yes	Contractor must provide the CADS APIs which allow for posting and getting data. Depending on the nature of the request we could develop additional endpoints.
25.	The system may have the ability to track client goals, client budgets, client case notes	Yes				Contractor must provide empowOR which allows for the creation of custom fields in both intake and enrollment. In

						addition, our Plans form allows for detailed tracking of client goals and progress which are often critical to case management. Yes. empowOR has a “Budget” supplemental form and, as with income and benefit snapshots, client budgets, as well as asset and liability lists, are point in time snapshots, and the system keeps the full history of each. Part of the budget functionality includes the ability to enter whether a client is able to stay on budget by tracking actual expenditures by month. Yes. Case Notes are available from any form in the participant area of the system. If the note is added from the enrollment form, service form, or plans, the system notes this. There is also the ability to have any number of case note categories (e.g. Crisis Follow-Up), which allows easy grouping of notes of a particular type. Case notes can also be entered directly from and related to a specific service record. All case notes, no matter how they are entered, are available to be searched from the household’s record.
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	26. The solution may have the ability to translate the application into multiple languages			Yes		Contractor must provide access to the Translation Module for empowOR which will use https://gtranslate.io service to provide translation of the public facing empowOR pages into 103 Languages. This will be provided as a separate custom module on request and scope of work - - Afrikaans, Albanian, Amharic, Arabic, Armenian, Azerbaijani, Basque, Belarusian, Bengali, Bosnian, Bulgarian, Catalan, Cebuano, Chichewa, Chinese (Simplified), Chinese (Traditional), Corsican, Croatian, Czech, Danish, Dutch, English, Esperanto, Estonian, Filipino, Finnish, French, Frisian, Galician, Georgian, German, Greek, Gujarati, Haitian Creole, Hausa, Hawaiian, Hebrew, Hindi, Hmong, Hungarian, Icelandic, Igbo, Indonesian, Irish, Italian, Japanese, Javanese, Kannada, Kazakh, Khmer, Korean, Kurdish (Kurmanji), Kyrgyz, Lao, Latin, Latvian, Lithuanian, Luxembourgish, Macedonian, Malagasy, Malay, Malayalam, Maltese, Maori, Marathi, Mongolian, Myanmar (Burmese), Nepali, Norwegian, Pashto, Persian, Polish, Portuguese, Punjabi, Romanian, Russian, Samoan, Scottish Gaelic, Serbian, Sesotho, Shona, Sindhi, Sinhala, Slovak, Slovenian, Somali,
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							Spanish, Sudanese, Swahili, Swedish, Tajik, Tamil, Telugu, Thai, Turkish, Ukrainian, Urdu, Uzbek, Vietnamese, Welsh, Xhosa, Yiddish, Yoruba, Zulu For agencies with the Translation Module, each page in empowOR public facing pages will have a Google Translate widget that can be used for each language above. Choosing a language will reload the page, and translate the entire page's text to the selected language. This tool utilizes neural translations which are very accurate when translating to and from English language. This is achieved with the addition of Javascript.
27.	The system may have predictive/prescriptive Analytics Tools and/or Machine Learning capabilities					X	Not Available
28.	The solution may have the ability to make data connections to Business Intelligence tools			Yes			Contractor must provide empowOR which has advanced reporting functionality is built on a Business Intelligence software called DUNDAS. We do not currently allow other external

							BI systems to connect to our multi-tenant database. We would be open to creating specific APIs to expose specific data to an individual agencies' BI system. This would be a custom project.
29.	The system may have data connections to GIS Mapping Software/Service			Yes			Contractor must provide empowOR which has connections to a separate mapping system are not available. However, our advanced reporting/BI tool does have GIS data visualization capacity. Power Reporters can create reports that include GIS Data visualizations.
30.	The system may have key tag scanning for client interactions/service tracking	Yes					Contractor must provide empowOR which will allow uses to Enter data with a bar code and/or multiple entries is simple. Barcodes would be created by the agency and can be used with most barcode scanning devices. The barcode would be created containing the empowOR household ID and would allow staff to provide services to the household with one quick scan.
31.	The system may have the ability to send staff notifications / reminders	Yes					Contractor must provide empowOR which has follow-up functionality that can be triggered from an enrollment, a service, a case note, a plan, or manually. Every staff member has a follow-up dashboard, where they can

							see their scheduled follow-ups, search on a variety of filters, and add a manual follow-up/reminder if desired
32.	The system may have a Community Needs Assessment module					X	Not Available
33.	The solution may have a Client Satisfaction Survey tool	Yes					Contractor must provide empowOR which has ability for CAAs to create custom Assessments which can be sent to both clients and community partners. These Assessments can then be used to help support an agency's work on the Standards, particularly on Standards regarding Client Satisfaction and Community Assessments.

SCHEDULE B – PRICING

1. **Implementation Fees.** All costs associated with Implementation Services are included below (e.g. configuration, customization, migration, integration, testing, etc.) (the “**Implementation Fees**”). All costs are firm fixed.

Pricing is firm fixed the State and Contractor will mutually agree and sign off on completed deliverables prior to payment based on the SEM-0185 Release Review and Approval form. Invoices may only be rendered AFTER state acceptance.

Table 1 – Implementation Fees

#	Milestone	Days after contract	%	Invoice Amount
1.	Finalize project plan and charter			
	30 Day Deliverables Implementation Plan finalized (based on this table and consistent with Project Charter). Will address: Use of CADS in initial implementation; State-wide “custom applications” to be included in initial implementation; Role of Task Force of CSBG Agencies; Training timeframes and approach to set up and training (i.e. breaking agencies into groups); Identification of State (and Association, as approved) personnel to be trained,			

	participate in all cohort meetings and able to support individual agency implementation. Sprint Plan for Releases of Functionality and for Configuration Releases Project Charter Implementation Steering Committee Charge and Composition Functional Overview of Striven (project management software utilized by empowOR) and Agreement on Format of Progress Reporting Initiate weekly Project Coordination meetings			
	Payment 1	30	10%	\$52,500.00
2.	Determine configuration set up for each agency complete Azure migration plan; complete Training Plan			
	60 Day Deliverables Azure Migration Plan and SSO Technical specifications 2 to 3 Functional Overviews for groups of CAAs Initial agency configuration plan completed based on CAA Plans, CSBG Annual Reports) and Questionnaires Divide CAAs into 4-5 cohorts, based on factors including size,			

	complexity, programs, CAA capacity Steering Committee Meeting--CAA Plan and CSBG Reports Analysis Detailed Training Plan document completed – including content and timeline for: Agency administrator training/train-the-trainer State Staff Training for Organizational Standards Monitoring, CAA Plan Review and CSBG Reporting Additional features/functions training Supporting local administrators with set up Documentation/agendas for end user training			
	Payment 2	60	15%	\$78,750.00
3.	Portals created, initial administrator trainings, Integration with State's IT Identity and Access Management (IAM) environment			
	90 Day Deliverables - Steering Committee Meeting--Agencies' Questionnaire Analysis 2-3 empowOR Functional Overviews for groups of CAAs			

	• Administrator 1 Trainings complete (4-5 cohorts) • Initial Organizational Standards Configuration Complete • Configuration completed for the Michigan Demonstration/Test Portal ◦ Allows both agency and state 'playground' • Single Sign On in accordance with State's (IAM) is ready for testing* (released Sept 28th) • Individual agency portals are created and staff imported and main location created ◦ Agencies set up for CSBG Reporting • Plan for any State-wide Program Plugins ◦ Based on analysis of CAA Plans and CAA questionnaires (note: empowOR Functional Overview is part of this; questionnaires to include: programs in CAA Plan and if CSBG services or customized, use of other systems and CADS, list of departments and programs in each department for purposes of determining work templates)			
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	NOTE: hosting fees begin this month.			
	Payment 3	90	15%	\$78,750.00
4.	Complete configuration, agency empowOR portals and CSBG Reporter			
	120 Day Deliverables Steering Committee Meeting– review progress, identify agencies in need of additional set-up support Agency setups are complete, including all default managed items, agency programs and CSBG Services and Outcomes, loading of initial staff, preliminary work templates, CSBG Reporter options such as Organizational Standard documentation, State staff logins are active Administrator 2 and 3 Trainings complete (4-5 cohorts) Initial State Office Training complete Review of documentation and agendas for end user trainings by BCAEO Calender/Appointment Module Available for Configuration SSO released Critical Servers Move to Azure Complete Train the Trainer for End User Training Sessions			

	Community Action Plan Training Complete -- State Train the Trainer with the State Recorded Overview of CAA			
	Payment 4	120	15%	\$78,750.00
5.	Complete configuration of CADS, local agency configuration and access controls			
	150 Day Deliverables CADS deliverables: for initial agencies, data sources (i.e. empowOR) and groups (note: this will only include empowOR and data sources that are able to directly call CADS API... each of these would have a small testing period. State Office Training complete Local administrators complete staff, program and work template assignments 4-5 cohort meetings to address any remaining agency setup questions Steering Committee Meeting to review charter and process All CAAs begin utilizing empowOR in live environment Have configured calendar /appointment functionality			

	Payment 5	150	20%	\$105,000.00
6.	Go Live			
	All Agencies Live in Production			
	90 Day Warranty Period Begins			
	Closeout - After 90-day warranty period ends and there are no open warranty issues. State Program Managers will approve invoice once open issues are closed, if any.		25%	\$131,250.00
Total				\$525,000.00
	Post Launch Activities			
1.	Follow ups with each agency-- Additional Optional Functionality Discussion and/or Questions and Concerns			
2.	Define the project for integration with the State's selected Weatherization Audit system and any other CADS Specific Integrations planned for 2023 Complete user stories and sprint plans for this development			

	Complete Development Cost Estimate (note: \$25,000 in development will be credited Develop Training Plan			
3.	User group meetings/training #1: 4 to 5 Working Sessions with agency groups for their first CSBG Reporting User group meetings/trainings #2 (2 sessions) User group meetings/trainings #3 (2 sessions) User group meetings/trainings #4 (2 sessions)	Early Jan 2023 April 2023 July 2023 Oct 2023		
4.	Specific Webinars on Optional Functionality -- Approximately 1/month Beginning January 2023 and Ending Sept 2023			

2. Licensing Fees

Enterprise Statewide Contract

Included In Licensing Cost:

empowOR by CSST Core Functionality
 CSBG Reporter (Quarterly and Annual Reporting, Organization Standards, CAA Plan) and empowOR CSBG Plugin
 Client Inquiry Module
 Custom Applications Module and Configuration of 3 statewide 'applications' (i.e. State LIHEAP application)
 Appointment scheduling -- using empowOR's module when it is released late 2022;
 200 'calendars' across the state to be divided amongst agencies
 Quarterly User Group Discussion and/or Training (Michigan specific)
 Topical Webinars and empowOR Hour (monthly)

State-wide document storage up to 500GB (see below for the monthly cost after 500GB)
 Maintenance, Support, and Operations
 Hosting

Table 2: Licensing Fees – Base Years

Base Years	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	\$402,500.00	\$402,500.00	\$402,500.00	\$402,500.00	\$402,500.00	\$2,012,500.00

Table 3: Licensing Fees – Option Years

Option Years	Year 6	Year 7	Year 8	Year 9	Year 10	Total
	\$402,500.00	\$402,500.00	\$402,500.00	\$402,500.00	\$402,500.00	\$2,012,500.00

The parties agree the Licensing Fee for each Option Year may be subject to an annual increase, but only in such amount as the parties mutually agree in writing. Prior to the State exercising its option to extend the Contract, the State and Contractor shall attempt to negotiate the amount of the License Fee annual increase for each Option Year. If the parties are unable to agree as to the amount of the Licensing Fee increase before the commencement of the Option Year, then the State shall not extend the Contract and Contractor shall charge the Licensing Fee last agreed upon during the Transition Period.

Licensing fees will be billed monthly at: \$33,541.67

3. Usage Based Pricing

Table 4: Usage Based Pricing Table

		Cost Estimates
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CAD Storage - Data Store	Cost is based on number of clients + service + outcome records each quarter (as shown below): (Waived for Year 1) Up to 500,000 -- \$100/month 500,000 to 999,999 -- \$150/Month 1,000,000 to 1,999,999 -- \$175/month \$10 for every additional 500,000	\$150 Month / \$1,800 Annual
CAD Transaction Fees	\$.0001 /Per CAD Request. (Waived for Year 1) Transaction is defined as an insert, modify, or delete request for a record.	\$75 Month / \$900 Annual
Document Storage	First 500 GB is included in subscription. \$100/month per 500GB Up to 3 TB Over 3TB \$50/month per 500GB	\$200 Month / \$2,400 Annual
	Total	\$425.00 Monthly / \$5,100.00 Annual

4. Rate Card for Ancillary Professional Services

Resource	On-Site Hourly Rate	On-Shore and Off-Site Hourly Rate
Solution Architect		\$275
Software Developer		\$200
Software Coordinator		\$150
Training Staff		\$150
Process/Organization Development Consulting		\$250

Additional Pricing Terms

The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: ____0____ % discount off invoice if paid within _____ days after receipt of invoice.

If Contractor reduces its prices, or offers a lower price to any other entity, private or public, for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Travel and Expenses

The State does not pay for overtime or travel expenses.

SCHEDULE C - INSURANCE SCHEDULE

Required Coverage.

2.1 1.1 **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Contractor's or subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate Limit	Policy must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Accident	Policy must: (1) be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

Required Limits	Additional Requirements
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Policy must cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

2.2 1.2 If any required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

2.3 1.3 Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within five (5) business days if any policy is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

2.4 1.4 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).

SCHEDULE D - SERVICE LEVEL AGREEMENT

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

“Actual Uptime” means the total minutes in the Service Period that the Hosted Services are Available.

“Availability” has the meaning set forth in **Section 2.1**.

“Availability Requirement” has the meaning set forth in **Section 2.1**.

“Available” has the meaning set forth in **Section 2.1**.

“Contact List” means a current list of Contractor contacts and telephone numbers set forth in the attached **Schedule D – Attachment 1** to this Schedule to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

“Corrective Action Plan” has the meaning set forth in **Section 3.9**.

“Critical Service Error” has the meaning set forth in **Section 2.4**.

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

“High Service Error” has the meaning set forth in **Section 2.4**.

“Low Service Error” has the meaning set forth in **Section 2.4**.

“Medium Service Error” has the meaning set forth in **Section 2.4**.

“Resolve” has the meaning set forth in **Section 2.4**.

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

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

“Scheduled Downtime” has the meaning set forth in **Section 2.3**.

“Scheduled Uptime” means the total minutes in the Service Period.

“Service Availability Credits” has the meaning set forth in **Section 2.6**.

“Service Error” means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

“Service Level Credits” has the meaning set forth in **Section 3.8**.

“Service Level Failure” means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

“Service Period” has the meaning set forth in **Section 2.1**.

“Software Support Services” has the meaning set forth in **Section 3**.

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

“Support Hours” means 8:00 AM. to 5:00 PM EST on Business Days excluding other CSST holidays that are provided at least 30 days in advance.

“Support Request” has the meaning set forth in **Section 3.5**.

“Support Service Level Requirements” has the meaning set forth in **Section 3.4**.

2. Service Availability and Service Availability Credits.

2.1 Availability Requirement. Contractor will make the Hosted Services and Software Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a **“Service Period”**), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the **“Availability Requirement”**). **“Available”** means the Hosted Services and Software are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. **“Availability”** has a correlative meaning. The Hosted Services and Software are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows:
$$\frac{\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}}{\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}} \times 100 = \text{Availability}.$$

2.2 Exceptions. No period of Hosted Services degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) Failures of the State’s or its Authorized Users’ internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 2.3**.

2.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services or Software in whole or in part (“**Scheduled Downtime**”). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 8:00 p.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.

2.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

2.5 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services and Software during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services and Software relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

2.6 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted Services and Software provided during the Service Period (“**Service Availability Credits**”):

Availability	Credit of Fees
≥99.98%	None

<99.98% ≥99.0%	but	15%
<99.0% ≥95.0%	but	50%
<95.0%		100%

(b) Any Service Availability Credits due under this **Section 2.6** will be applied in accordance with payment terms of the Contract.

(c) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

3. Support and Maintenance Services. Contractor will provide IT Environment Service and Software maintenance and support services (collectively, “**Software Support Services**”) in accordance with the provisions of this **Section 3**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

3.1 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b) provide unlimited live in-person telephone support Monday - Friday 8:00 AM – 5:00 PM EST,

(c) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(d) respond to and Resolve Support Requests as specified in this **Section 3**;

3.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

(c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):

- (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
- (ii) If Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 3.5 and 3.6**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
- (iii) Notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

3.3 Service Maintenance. Contractor will continuously maintain the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

(a) all updates, bug fixes, enhancements, Maintenance Releases, New Versions and other improvements to the Hosted Services and Software that Contractor provides at no additional charge to its other similarly situated customers; provided that Contractor shall provide notice to the State prior to modifying or upgrading Hosted Services and Software, including Maintenance Releases and New Versions of Software; and

(b) all such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services and Software, so that the Hosted Services and Software operate properly in accordance with the Contract and this Schedule.

3.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 3.4 ("Support Service Level Requirements")**, and the Contract.

3.5 Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a

“Support Request”). The State will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	Issue affecting entire system or single critical production function; System down or operating in materially degraded state; Data integrity at risk; or Widespread access interruptions, Which are Declared a Critical Support Request by the State;
High Service Error	Primary component failure that materially impairs its performance; or Data entry or access is materially impaired on a limited basis.
Medium Service Error	IT Environment Services and Software is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error	Request for assistance, information, or services that are routine in nature.

3.6 Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and either (ii) Resolved such Support Request, in the case of Resolution time or (iii) Downgraded such Support Request to a lower priority Support Request classification. **“Resolve”** (including **“Resolved”**, **“Resolution”** and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof; provided, however, the Service Error Correction shall be deemed complete as of when the Contractor has provided the State the corresponding Service Error correction, not as of when State has accepted such correction. **“Downgrade”** (including **“Downgraded”**) means that as to any Service Error, Contractor has provided a work-around solution that may not be sufficient to Resolve the Service Error correction but is sufficient to move the Service Error into a lower priority Support Request classification and the State has confirmed such reclassification and its acceptance thereof; provided, however, the Service Error Correction shall be deemed reclassified and downgraded as of when the Contractor has provided the State the corresponding Service Error correction, not as of when State has accepted such correction. For clarification purposes only, the amount of time it takes that State to approve a Resolution or Downgrade shall not be included when calculating the Contractor’s Response and Resolution times. Subject to the foregoing, Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) hour	Five (5) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
			and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Eight(8) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional hour	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for the first additional hour

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
			or portion thereof that the corresponding Service Error is not responded to within the required response time.	or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

3.7 Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Project Manager and Contractor's management or engineering personnel, as appropriate.

3.8 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a

Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 3.1 (“Service Level Credits”)** in accordance with payment terms set forth in the Contract. Provided, however, Service Level Credits are subject to a 15% cap in any one month, based on a prorated annual fee per month.

3.9 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State’s review, comment and approval, which, subject to and upon the State’s written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties’ corrective action plan (the “**Corrective Action Plan**”). The Corrective Action Plan must include, at a minimum: (a) Contractor’s commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor’s preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

4. Data Storage, Backup, Restoration and Disaster Recovery. Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures designed to safeguard State Data and the State’s other Confidential Information, Contractor’s Processing capability and the availability of the IT Environment Services and Software, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. All backed up State Data shall be located in the continental United States. The force majeure provisions of this Contract do not limit Contractor’s obligations under this section.

4.1 Data Storage. Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost for the first 500 GB, please see Schedule B - for additional Storage cost.

4.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic offline back-ups of State Data on at least a weekly basis and store and retain such back-ups as specified in **Schedule A**. Contractor must, within five (5) Business Days of the State’s request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

4.3 Data Restoration. If the data restoration is required due to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation. If requested, Contractor will restore data from a backup upon written notice from the State. Contractor will restore the data within one (1) Business Day of the State's request. Contractor will provide data restorations at its sole cost and expense.

4.4 Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will 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 (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule F**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 4**; and provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services and Software within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default.

SCHEDULE D - ATTACHMENT 1 – CONTACT LIST

1st Gino Maurrici, Help Desk/Support Team Lead
Support@empowORbyCSST.com gmauricci@empoworbycsst.com

2nd Juliana Meo, Software Manager
jmeo@empowORbyCSST.com

3rd Lauren Schutz, Developer Team Lead
lschutz@empowORbyCSST.com

4th Paige Teegarden, CEO & Founder
pteegarden@empoworbycsst.com
571-233-2627

SCHEDULE E – DATA SECURITY REQUIREMENTS

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

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

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

“FISMA” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

“Hosting Provider” means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

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

“PCI” means the Payment Card Industry.

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

“SSAE” means Statement on Standards for Attestation Engagements.

“Security Accreditation Process” has the meaning set forth in **Section 6** of this Schedule

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (**“Contractor Security Officer”**).

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

(a) ensure the security and confidentiality of the State Data;

(b) protect against any anticipated threats or hazards to the security or integrity of the State Data;

- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and
- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. 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 public and non-public State IT policies and standards, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

4. Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see <https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Law-and-Policies/IT-Policy/13400013002-Acceptable-Use-of-Information-Technology-Standard.pdf>. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

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

5.3 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 16.1** of the Contract;

5.4 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

5.5 ensure that the Software and State Data is securely stored, hosted, supported, administered, accessed, and backed up in the continental United States, and the data center(s) in which the data resides minimally meet Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.6 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.7 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.8 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

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

5.9 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.10 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.11 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. 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 and required evidence based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs, perform related remediation activities, and provide evidence of compliance. 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. Failure to comply with this section will be deemed a material breach of the Contract.

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

8. Security Audits.

8.3 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to

State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.4 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. 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. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

8.5 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's and Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

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

8.5 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 8**.

9. Application . During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all

vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.3 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State with a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.4 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans.

9.5 Software Composition Analysis (SCA) – Third Party and/or Open-Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third party and open-source software, all included third party and open-source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open-

source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.6 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.3 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach.

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

SCHEDULE F - DISASTER RECOVERY PLAN

Confidential – On-file with DTMB Agency Services

SCHEDULE G – TRANSITION IN AND OUT

Introduction

This is a Transition Plan for Implementation of empowOR with CSBG Reporter and CADS for Michigan-funded CSBG Organizations

Assumptions

Approach: In a state-wide implementation, Contractor will first focus on setting up agencies for CSBG reporting, focusing on the national SRVs and NPIs; training local agency administrators on utilizing additional functionality. Agency administrators are responsible for setting up their own additional features or contracting with Contractor for additional assistance, as desired.

Local agency staff roles: Each agency will have a local Contractor Administrator and an implementation manager who are responsible as defined below:

Local Contractor Administrator: Each agency will have at least one Administrator who will serve as the day-to-day manager of the overall EmpowOR system after launch. This is not primarily an IT role. The Administrator will have full read/write access to all programs, screens, staff and participants. Depending on agency size and structure, the Administrator may hold EmpowOR management duties exclusively, or may share some level of these responsibilities with department managers.

Implementation Manager: There will be one Primary Contact who is responsible for coordinating empowOR launch efforts within and across the agency. Often that Primary Contact will be the Administrator (see above); however, in some cases the agency will decide to place a different person in charge of launch than the person who will play the long term Contractor Administrator role. The Administrator and/or Implementation Coordinator coordinates the gathering of agency information for launch and acts as leader of the Implementation team.

The implementation team at each local agency should consist of the Contractor Administrator, Implementation manager (if different from the Administrator) and representation from departments and/or programs (usually program managers and/or directors) which will be entering data into empowOR; in some cases, in smaller agencies, the Contractor Administrator and the Executive Director are the implementation team. The implementation team could be as small as 2 people or as large as 12 to 15, depending on the agency.

Role of data task force: The State Data Solutions Workgroup will provide input for implementation and ongoing improvements

Weekly project coordination meetings: to provide comprehensive project management to confirm/coordinate information exchange, progress, etc., and to provide a forum to address unexpected challenges or roadblocks.

Feedback loop/fixes during training/early implementation: during every implementation there are some necessary minor changes for clarity, user experience enhancement, etc., some of which arise late in the process.

Roles and Responsibilities for Planning and Transition

The following personnel will be members of the transition planning team with the listed roles and responsibilities.

Implementation Planning Responsibility	Name or Organization/Role
Overall project management, including the critical weekly meetings	Contractor Project Manager, and State Resource
Oversee custom functionality for calendar integration and Access Control And Authentication	Contractor Project Manager, and State Resource
Provide information and sign off on Organization Standards Review and Monitoring Process	State Subject Matter Expert at MDHHS Bureau of Community Action and Economic Opportunity (BCAEO)
Provide information and sign off on State CSBG Reporting process	State Subject Matter Expert at MDHHS Bureau of Community

(Quarterly and/or Annually as required)	Action and Economic Opportunity (BCAEO)
Providing CAP Plans and most recent CSBG Annual Reports for all CSBG Agencies	CSBG/ROMA staff at MDHHS Bureau of Community Action and Economic Opportunity (BCAEO)
Configure Organizational Standards Documentation List and setup	Contractor Project Manager; Working with CSBG Reporter Resource
Configure empowOR portals for each CSBG Agency	Contractor Project Manager
Provide Administrator Training and technical support for end-user training	Contractor, Launch and Training Manager
Provide Documentation/Videos	Contractor Project Manager

Milestones and Checkpoints

#	Milestone	Days after contract
1	Finalize project plan and charter including role of stakeholders, use of CADS in initial implementation, Functional Overview of Striven (project management software utilized by empowOR), other remaining decisions	30
2	Determine configuration set up for each agency based on CAP Plans, CSBG Annual Reports and Questionnaires (note: empowOR Functional Overview is part of this; questionnaires to include: programs in CAP Plan and if CSBG services or customized, use of other systems and CADS, list of departments and programs in each department for purposes of determining work templates)	90
3	Complete configuration of Michigan Demonstration/Test Portal - including process for credentialing users, basic help documentation	100
4	Training plan completed – including Agency administrator training/train-the-trainer State Staff Training for Organizational Standards Monitoring, CAP Plan Review and CSBG Reporting Additional features/functions training Supporting local administrators with set up Documentation/agendas for end user training	100

5	Complete configuration, agency empowOR portals and CSBG Reporter including all default managed items, agency programs and CSBG Services and Outcomes, loading of initial staff, preliminary work templates, CSBG Reporter options such as Organizational Standard documentation, State staff logins	120
6	Complete administrator train-the-trainer sessions and review of documentation and agendas for end user trainings by BCAEO	120
7	Complete local agency configuration - local administrators complete staff program and work template assignments	140
8	Complete configuration of CADS for initial agencies, data sources (i.e. empowOR) and groups (note: this will only include empowOR and data sources that are able to directly call CADS API... each of these would have a small testing period	140
9	Development: Access Control And Authentication - integrate with the State's federated authentication system, testing and release into live environment	140
10	Complete End User Training Sessions	150
11	Go Live in Production	150

12	Post Launch: Define the project for integration with the State's selected Weatherization Audit system Complete user stories and sprint plans for this development Create release and testing plan Do development Do demo and UAT Final Release	180
13	Calendar Integration for web-based appointment functionality---note this will be post the 'go live' of agencies starting to enter data into empowOR.	Q4 2022

SCHEDULE H - 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.

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.

Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** 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 29 C.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.

Additionally, contractors are required to pay wages not less than once a week.

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:

- 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.

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:

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.

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.

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.

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.

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.

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

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.

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.

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.

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](#).

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).

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.

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.

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.

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.

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.

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—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

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>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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):

Access to Records. The following access to records requirements apply to this contract:

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. 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.

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.

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.

Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

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.

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.

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.”

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.

Schedule H, Attachment 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:

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.

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.

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