



**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 **24**
to
Contract Number **MA071B6600132C**

CONTRACTOR	Bamboo Health, Inc.
	9901 Linn Station Rd
	Louisville KY 40223
	Haley Alder
	502-815-5568
	halder@bamboohealth.com
	VS0265200

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Mecca Martin	DTMB
		517-230-5694	
		MartinM42@michigan.gov	

CONTRACT SUMMARY				
Prescription System for electronic monitoring and reporting				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 15, 2016	September 14, 2019	2 - 24 Months	June 8, 2029	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$33,356,836.03	\$0.00	\$33,356,836.03		

DESCRIPTION

Effective 1/31/2025, this contract will utilize \$73,000.00 previously added to the contract. The following amendment is incorporated into this Contract per the attached Statement of Work to enhance the Michigan Automated Prescription System (MAPS) by introducing MOUD (Medication for Opioid Use Disorder) alerts to patient reports.

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

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

AGENCY	NAME	PHONE	EMAIL
LARA	Cole Thelen	517-388-8350	ThelenC10@michigan.gov
DTMB	Katy Stevenson	517-899-7234	StevensonK1@michigan.gov
DTMB	Jes Golka	517-899-7256	GolkaJ@michigan.gov



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

Project Title: MAPS – Medication for Opioid Use Disorder (MOUD) Prompts	Period of Coverage: 01/01/2025 – 12/31/2025
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 12/23/2024
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: Patients who experience interruptions in Medication for Opioid Use Disorder (MOUD) treatment may face an increased risk of negative health outcomes, including overdose. By displaying an indicator on patient MAPS reports to providers and their delegates, this enhancement offers valuable insights that may support timely interventions to improve patient care and continuity of treatment.

PROJECT OBJECTIVE: The project objective is to enhance MAPS for end users by introducing MOUD alerts to patient reports.

IN SCOPE:

- For the purpose of this project, MOUD is defined as Buprenorphine (excluding Buprenorphine prescribed for pain management), Methadone, and/or Naltrexone as reported to MAPS, Michigan’s Prescription Monitoring Program (PMP). Bamboo Health current considers a Buprenorphine dispensation as MOUD if it corresponds to a GCN (the clinical indication value provided by First Data Bank) related to MOUD. This methodology is subject to change based on industry advancements and data integrity.
- Provide a solution to identify patients who experience a gap in MOUD dispensation submissions to the PMP.
- Ability to generate email alerts to prescribers and their delegates when their patient experiences a gap in MOUD.
- Ability to display the MOUD Prompt as an alert to the prescriber and active delegates on the user’s AWARxE Dashboard.
- Ability to display the MOUD Prompt as an indicator on the Patient Report in both AWARxE and Gateway.

Bamboo Health will provide the ability for the State MAPS Administrator to configure several settings for the MOUD Prompt. The available configurations will include:

- Configuration 1: Consecutive days without MOUD medication refill
- Configuration 2: Drug category = MOUD
- Configuration 3: Alert expiration days
- Configuration 4: Role Permissions
- Configuration 5: Date Sold or Date Filled.

OUT OF SCOPE: Any requests that are not explicitly outlined under “In Scope” will be considered out of scope and may be subject to new estimates, additional fees, change of delivery timeline, and new change order.

The ‘generate report’, ‘report history’, and ‘select patients’ functionalities are out of scope (as seen for the Prescriber and Dispenser Thresholds clinical alert).

DELIVERABLES:

Service	Price
Setup and implementation of MOUD Prompts, and annual maintenance and operation of feature.	\$13,000.00 (one-time implementation fee) \$60,000.00 (annual maintenance and operation fee) (One-time implementation fee and Year 1 of coverage billed by 8/31/2025)
TOTAL	\$73,000.00

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs (LARA) to cover fees associated to this project through MDHHS’ CDC MODA grant.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory
Affairs Bureau of
Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and
Budget Agency Services for Licensing and
Regulatory Affairs WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA's PMP, MAPS. It is Bamboo Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **23**
to
Contract Number **MA071B6600132C**

CONTRACTOR	Bamboo Health, Inc.
	9901 Linn Station Rd
	Louisville KY 40223
	Haley Alder
	502-815-5568
	halder@bamboohealth.com
	VS0265200

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

CONTRACT SUMMARY				
Prescription System for electronic monitoring and reporting				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 15, 2016	September 14, 2019	2 - 24 Months	June 8, 2029	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$33,356,836.03	\$0.00	\$33,356,836.03		
DESCRIPTION				
Effective 9/5/2024, the following item: ICPSR Extracts to UofM is removed from this Contract, per the attached Schedule F- Pricing.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
LARA	Cole Thelen	517-388-8350	ThelenC10@michigan.gov
DTMB	Katy Stevenson	517-899-7234	StevensonK1@michigan.gov

SCHEDULE F - PRICING

Table A - Subscription License Model

Subscription Based - Product Name*	Frequency of Billing	Amount to Be Billed	Coverage Period
PMP AWAxE	Quarterly	\$103,387.50 to be invoiced in January/April/July/October	Previous calendar quarter
Enterprise NarxCare	Quarterly	\$114,000 to be invoiced in January/April/July/October	Previous calendar quarter
Statewide Gateway	Quarterly	\$225,000 to be invoiced in January/April/July/October	Previous calendar quarter
Advanced Analytics	Quarterly	\$7,500 to be invoiced in January/April/July/October	Previous calendar quarter
Section 5042 Reporting	Annually	\$150,000.00 to be invoiced in September	Previous fiscal year
ICPSR Extracts to UoM	Quarterly	\$1,250 to be invoiced in January/April/July/October	Previous calendar quarter
Mandatory Use Model	Quarterly	\$5,000 to be invoiced in January/April/July/October	Previous calendar quarter
Prescriber Report Cards	Quarterly	\$12,500 to be invoiced in January/April/July/October	Previous calendar quarter
Wholesale Data Collection and Risk Assessment Dashboard	Quarterly	\$31,250 to be invoiced in January/April/July/October	Previous calendar quarter
Overdose Death Data Overlay	Annually	\$1,500.00 to be invoiced upon completion of each overlay file	Each overlay file
Update and Confirm	Quarterly	\$3,750 to be invoiced in January/April/July/October	Previous calendar quarter

- All licensing above is Enterprise Licensing – Unlimited Number of Users



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **22**
to
Contract Number **MA071B6600132C**

CONTRACTOR	Bamboo Health, Inc.
	9901 Linn Station Rd
	Louisville KY 40223
	Haley Alder
	502-815-5568
	halder@bamboohealth.com
	VS0265200

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Jeremy Lyon	DTMB
		(517) 230-2858	
		lyonj5@michigan.gov	

CONTRACT SUMMARY				
Prescription System for electronic monitoring and reporting				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 15, 2016	September 14, 2019	2 - 12 Months	June 8, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>		June 8, 2029
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,856,836.03	\$12,500,000.00	\$33,356,836.03		
DESCRIPTION				
Effective 06/04/2024, the parties add \$12,500,000.00, extend this Contract to 6/8/2029 with additional options through 6/8/2034, and fully restate the Contract per the attached documentation. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB Central Procurement and State Administrative Board approval on 6/4/2024.				

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

AGENCY	NAME	PHONE	EMAIL
LARA	Cole Thelen	517-388-8350	ThelenC10@michigan.gov
DTMB	Jason Wymer	517-256-1014	WymerJ@michigan.gov

Change Notice 22 to Contract #071B6600132

The purpose of this Change Notice 22 to Contract #071B6600132 is to extend the Contract as a Useful Life Extension and modify the Contract to include updated security requirements, contact information, and other terms and described herein.

Now, therefore, the parties agree to incorporate the following changes to the Contract:

1. Modifications to the Contract Terms.

1.1 The two paragraphs in the preamble, which sets forth the parties, term, and option periods, is hereby deleted and replaced with the following:

“This Software as a Service Contract is agreed to between the State of Michigan and Bamboo Health, Inc. This Contract is effective on 06/04/2024 , and unless earlier terminated, will expire on 06/04/2029 .

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

1.2 The following definitions are hereby added into **Section 1. Definitions**:

“**Access**” means when an individual: (1) enters a restricted or locked area, room, container, or system containing State Data; or (2) obtains, acquires, receives, examines, uses, controls (including maintaining physical or technical controls, or having the ability to modify or bypass security controls), or gains knowledge of State Data, by physical, electronic, or any other methods.”

“**Approved Third-Party Components**” means all Third Party Components that are specifically identified by Contractor in the Contractor’s bid response to the RFP, in an applicable Statement of Work or elsewhere in this Contract, or as otherwise required by this Contract, including without limitation as part of the State’s Security Accreditation Process defined in Schedule B – Data Security Requirements.”

“**Digital Accessibility Standards**” means the accessibility standards provided in the SOM Digital Standards, located at <https://www.michigan.gov/standards>.”

“**Initial ULE Period**” means the period beginning on 06/04/2024 and ending on 06/03/2029.”

“**Permitted Subcontractor**” means any Subcontractor that will have Access to or have the ability to control access to State Data or both.”

“**Service Level Credits**” has the meaning set forth in **Section 6.4(d)**.”

“**Third-Party Components**” means all components, including open-source components, developed and/or provided to Contractor by a third-party that are included in or used in connection with the Hosted Services and Service Software.”

“**Unauthorized Removal**” has the meaning set forth in **Subsection 2.6(a)**.”

“**Unauthorized Removal Credit**” has the meaning set forth in **Subsection 2.6(c)**.”

1.3 In **Section 1. Definitions** the definition of “**Statement of Work**” is hereby deleted and replaced with the following:

“**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**.”

1.4 In **Section 2.1 Services, subsection (a)** is hereby deleted and replaced with the following:

“(a) the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”) as described in one or more written Statements of Work referencing this Contract, including all Specifications set forth in such Statements of Work, which, upon their execution will be attached to this Contract and by this reference are incorporated in and made a part of this Contract;”

1.5 In **Section 2.2 Change Notices**, the following **subsection (c)** is hereby added:

“(c) This Contract may not be amended or modified in any way, except by a properly signed Change Notice. Notwithstanding the foregoing, no subsequent Statement of Work or 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.”

1.6 In **Section 2.4 Subcontracting, subsection (e)(ii)** is hereby deleted and replaced with the following:

“(ii) Reserved.”

1.7 In **Section 2.5 Contractor Personnel, subsection (c)(ii)** is hereby deleted and replaced with the following:

“(ii) prior written consent provided by Contractor as set forth in **Section 2.6(a); or.**”

1.8 In **Section 2.6 Unauthorized Removal of Key Personnel, subsection (a)** is hereby deleted and replaced with the following:

“(a) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. Further, for any Project Manager or Subject Matter Expert identified as Key Personnel, if the State consents in writing to the removal of such Project Manager or Subject Matter Expert, Contractor will provide a replacement prior to their removal. Such replacement will: 1) meet the applicable requirements set forth in the Key Personnel Resume Requirements set forth in the Statement of Work; 2) have the skillsets of an equivalent level and ability to the personnel they are replacing; and 3) be subject to the State’s prior written approval, which will not be unreasonably withheld. Any other Key Personnel will be replaced on a commercially reasonable timeline. The Contractor’s removal of Key Personnel without the prior written consent of the State, and for any Project Manager or Subject Matter Expert, an approved replacement person, is an unauthorized removal (“**Unauthorized Removal**”). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including any event set forth in **Section 2.5(c).**”

1.9 In **Section 2.7 Management and Payment of Contractor Personnel**, the following **subsection (c)** is hereby added:

“(c) The State, in its sole discretion, may also perform background checks on Contractor Personnel. Any such checks, made pursuant to this Contract, will be reasonably related to the work of Contractor under this Contract and/or required by law. 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.”

1.10 In **Section 3. License Grant and Restrictions**, a new **subsection 3.6. Third-Party Components** is hereby added:

“3.6. Third-Party Components. Throughout the Term, on a quarterly basis, Contractor will provide the State with Contractor’s software bill of materials which contains updated information identifying and describing any Third-Party Components included in the Hosted Services or Service Software. Contractor is responsible for ensuring that all Approved Third-Party Components are properly licensed for the State’s use.”

1.11 In **Section 5. Service Availability and Service Availability Credits**, **subsection (a)** is hereby deleted and replaced with the following:

“(a) Availability Requirement. Contractor will make the Hosted Services 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 99.9% 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 are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Specifications. **“Availability”** has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: (Actual Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) x 100 = Availability;”

1.12 In **Section 5.5. Remedies for Service Availability Failures**, the table in **subsection (a)** is hereby deleted and replaced with the following table:

Availability	Credit of Fees
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

1.13 In **Section 6.1. Support Service Responsibilities**, **subsection (b)** is hereby deleted and replaced with the following:

“(b) Provide unlimited telephone and online support twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year (“24x7x365”);”

1.14 In **Section 6.4. Support Service Level Requirements**, the table in **subsection (b)** is hereby deleted and replaced with the following table:

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	Two (2) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins 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	Time to resolve a Critical Service Error will be considered downtime and included in Availability SLA covered in 1.12 above.
High Service Error	Two (2) hours	Four (4) 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 or portion thereof that the corresponding Service Error is not responded to within the required response time	Time to resolve a High Service Error will be included in Availability SLA covered in 1.12 above.

Medium Service Error	Twenty-four (24) hours	Forty-Eight (48) hours	N/A	N/A
Low Service Error	Two (2) Business Days	Five (5) Business Days	N/A	N/A

1.15 In **Section 6.4. Support Service Level Requirements**, the following **subsection (d)** is hereby added:

“(d) 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 **Subsection 6.4 (b)** (“**Service Level Credits**”) in accordance with payment terms set forth in the Contract.”

1.16 In **Section 7.4. Effect of Termination**, **subsection (a)** is hereby deleted and replaced with the following:

“(a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 7.3** and in **Schedule G (Transition Plan)**.”

1.17 **Section 8.1. Fees**, is hereby deleted and replaced with the following:

“8.1 Fees. Subject to the terms and conditions of this Contract and the applicable Statement of Work, including the provisions of this **Section 8**, the State shall pay the fees set forth in the applicable Statement of Work or Pricing Schedule, subject to such increases and adjustments as may be permitted pursuant to **Section 8.2 (“Fees During Option Years”)**.”

1.18 **Section 8.2. Fees During Option Years**, is hereby deleted and replaced with the following:

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

1.19 **Section 8.3. Administrative Fee and Reporting** is hereby deleted and replaced with the following:

“8.3 Reserved.”

1.20 **Section 8.7. Payment Terms** is hereby deleted and replaced with the following:

“8.7 Payment Terms. Contractor shall invoice the State pursuant to the requirements set forth in the applicable Statement of Work and/or Pricing Schedule. Invoices are due and payable by the State, in accordance with the State’s standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, et seq., within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.”

1.21 In **Section 8.8. State Financial Audits of Contractor, subsection (a)** is hereby deleted and replaced with the following:

“(a) 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 3 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Financial Audit Period**”), provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor’s normal business operations. For the avoidance of doubt this audit does not include information pertaining to Contractor’s cost of doing business, or third party (e.g. customer) data. 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. Nothing in this section shall limit the constitutional or statutory authority of the auditor general.”

1.22 In **Section 9.1. Ownership**, the following **subsection (c)** is hereby added to the end of **subsection(b)**:

“; and (c) all data made available to Contractor for the purpose of or in relation to the provision of the Solution, including but not limited to all text, sound, video, image files, or software.”

1.23 In **Section 9.2. Contractor Use of State Data**, the following **subsection (d)** is hereby added to the end of **subsection(c)**:

“; and (d) keep and maintain State Data in the United States.”

1.24 In **Section 9.5. Loss or Compromise of Data**, **subsection (a)** is hereby deleted and replaced with the following:

“(a) notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence, even if law enforcement has informed Contractor that notification to the public must be delayed;”

1.25 **Section 9.7. ADA Compliance**, is hereby deleted and replaced with the following:

“9.7 ADA Compliance. The Services, including without limitation the Service Software, will be compliant with the accessibility standards provided in the Digital Accessibility Standards . If the standards set forth in the Digital Accessibility Standards change during the Term, Contractor will maintain the new standard.”

1.26 In **Section 10.1. Meaning of Confidential Information**, **subsection (e)** is hereby deleted and replaced with the following:

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

1.27 **Section 10.5. Surrender of Confidential Information upon Termination**, is hereby deleted and replaced with the following:

“10.5 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 sanitization 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 5

Business Days from the date of confirmation from the State. If the State determines that the return of any Contractor Confidential Information is not feasible, the State must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the Contractor.”

1.28 **Section 11. Security**, including all subsections, is hereby deleted and replaced with the following:

“11. Security. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, 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 B to this Contract.”

1.29 In **Section 12.1. Redundant Hosting and Connectivity, subsection (d)** is hereby deleted and replaced with the following:

“(d) have the ability to provide the Hosted Services in accordance with this Contract and the Specifications during the performance of routine and remedial maintenance or any outage or failure of the primary system fails. Contractor will operate, monitor and maintain, or ensure that one is operated, monitored and maintained on its behalf, such mirror system so that it may achieve a Recovery Point Objective (RPO) of (1) hours, and a Recovery Time Objective (RTO) of (24 hours in the event of any failure of the Hosted Services to be Available.

1.30 In **Section 12. Redundancy, Data Backup and Disaster Recovery**, the following new **subsections 12.3. Data Storage** and **12.4 Data Restoration** are hereby added:

“12.3 Data Storage. Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost. Substantial modifications to the scope may result in additional fees however any such changes to fees will be effective only if and when memorialized in a mutually agreed and properly executed written Change Notice.

12.4 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.”

1.31 In **Section 15.1 Authority and Bid Response**, the following **subsection (h)** is hereby added to the end of **subsection (g)**:

“; and (h) 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.

1.32 In **Section 15.2 Software and Service Warranties**, the following **subsection (l)** is hereby added to the end of **subsection(k)**:

“; and (l) as provided by Contractor, the Service Software and Hosted Services do not and will not at any time during the Term contain any 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.

1.33 **Section 16. Insurance**, including **subsection 16.1** and its subsections, is hereby deleted and replaced with the following:

“16. Insurance. Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule H**.

1.34 **Section 19.4 Notices**, is hereby deleted and replaced with the following:

“19.4. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor:
Bamboo Health, Inc.

9901 Linn Station Road
Suite 500
Louisville, KY 40223
legal@bamboohealth.com

If to the State:
Jeremy Lyon
320 S Walnut Street
Lansing, MI, 48933

LyonJ5@michigan.gov

Notices sent in accordance with this **Section 19.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date received by e-mail (with confirmation of receipt or electronic logs), if received during normal business hours of the recipient, and on the next business day, if received after normal business hours of the recipient; or (d) on the date received if sent by certified or registered mail, return receipt requested, postage prepaid.”

1.35 **Section 19.5. Extended Purchasing Program** is hereby deleted and replaced with the following:

“19.5 Reserved.”

1.36 **Section 19.7 Entire Agreement**, is hereby deleted and replaced with the following:

“Entire Agreement. This Contract, including all Statements of Work and other Schedules and Exhibits, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules; (b) second, Schedule B – Data Security Requirements; (c) third, Schedule F – Pricing; (d) fourth, Schedule A – Statement of Work; (e) fifth, each additional Statement of Work and (f) sixth, the other Exhibits and Schedules to this Contract expressly incorporated into this Contract. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THESE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.”

1.37 **Section 19.14 Nondiscrimination**, is hereby deleted and replaced with the following:

“19.14 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, 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.”

1.38 **Section 19.15 Unfair Labor Practice**, is hereby deleted and replaced with the following:

“19.15 Unfair Labor Practice. Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

1.39 **Section 19.16 Schedules** is hereby deleted and replaced with the following:

“19.16 Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules and Exhibits are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Data Security Requirements
Schedule C	Data Backup Plan
Schedule D	Data Conversion Plan
Schedule E	Business Continuity and Disaster Recovery Plan
Schedule F	Pricing
Schedule G	Transition Plan
Schedule H	Insurance
Schedule I	Federal Provisions Addendum

”

2. **Modifications to SCHEDULE A – Statement of Work**

2.1 **Section 1.103 ENVIRONMENT**, is hereby deleted and replaced with the following:

“ 1.103 ENVIRONMENT

The links below provide information on the State’s Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE).

Contractor is advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractor’s system must conform to State IT policies and standards. All services and products provided must comply with all applicable State IT policies and standards, of which the publicly available ones are at: <https://www.michigan.gov/dtmb/policies/it-policies>.

The State’s security environment includes:

- DTMB Identity and Access Management
- MDTMB Single Login.
- DTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security standard for external network access and high risk Web systems)

MDTMB requires that its single - login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State’s Project Manager and MDTMB Office of Enterprise Security.

SOM IT Environment Access

To the extent Contractor needs to access a State environment, Contractor must access State environments using one or more of the following methods:

- State provided VDI (Virtual Desktop Infrastructure) where compliant.
- 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**.

Contractor will not access State environments or State Systems from locations outside the United States or the jurisdiction territories of the United States.

ADA Compliance

Contractor shall comply with and adhere to the Digital Accessibility Standards , including any more specific requirements set forth in an applicable Statement of Work.

eMichigan Web Application Development

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

The State Unified Information Technology Environment (SUITE):

The Contractor employees will not have access to the State of Michigan’s network or IT resources for this project. Data will be pushed from the State to an Contractor-owned resource that is governed by a comprehensive set of policies and standards that adhere to HIPAA and NIST 800-53 control frameworks.

Identity and Access Management

The Contractor solution will provide a substitute to the SOM IT Identity and Access Management (IAM) environment (Milogin) as described in the State of Michigan Digital Strategy and Authoritative Policy below:, IAM consist of the following and is left for the purpose of ensuring the requirement of the substitue:

Authoritative Policy	<u>1335 Information Technology Access Control Policy</u>
Standard Number	<u>1335.00.07 Identity, Credentialing, and Access Management Standard</u>
Technical Procedure	1335.00.07.01Michigan Identity, Credentialing, and Access Management (MICAM) Procedure Under Review

Definitions For a Contractor Hosted Software Solution:

- **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.

Component Matrix	Name all contractor(s) and/or subcontractor(s) providing each contract component.
Facilities	AWS
Infrastructure	AWS, New Relic, SumoLogic
Platform	AWS
Application	AWS
Storage	AWS
Backup	AWS
Development	MKS Vision Group

Disclosure of Subcontractors

Contractor intends to utilize the following Subcontractors and Permitted Subcontractors:

New Relic is a Subcontractor.

AWS, SumoLogic, and MKS Vision Group are Permitted Subcontractors.

Contractor must disclose the following for each subcontractor:

The legal business name, address, telephone number of the subcontractor(s).	Amazon Web Services, Inc. 410 Terry Avenue North Seattle, WA 98109-5210
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Services.	Cloud hosting provider
The relationship of the subcontractor to the Contractor, including any previous relationship.	Cloud provider

The legal business name, address, telephone number of the subcontractor(s).	Sumo Logic 855 Main St., Suite 100 Redwood City, CA 94063 1-800-LOG-SUMO
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Services.	Application logging and SIEM vendor.
The relationship of the subcontractor to the Contractor, including any previous relationship.	SaaS vendor

The legal business name, address, telephone number of the subcontractor(s).	New Relic, Inc. 188 Spear St. Suite 100 San Francisco, CA 94105 (888) 643-8776
A description of subcontractor's organization and the services it	Application monitoring vendor

will provide and information concerning subcontractor’s ability to provide the Services.	
The relationship of the subcontractor to the Contractor, including any previous relationship.	SaaS vendor.

The legal business name, address, telephone number of the subcontractor(s).	MKS Vision 6309 Fern Valley Pass, Suite 103 Louisville, KY 40228 (502) 749-9992
A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Services.	Development staffing partner.
The relationship of the subcontractor to the Contractor, including any previous relationship.	Subcontractor

Data Retention and Removal

The Hosted Services must allow the State to retain all data for the entire length of the Contract. The Hosted Services must allow the State to delete, purge, or archive data, even data that may be stored off-line or in backups. The Hosted Services must allow the State to retrieve data, even data that may be stored off-line or in backups. Contractor will only dispose of, delete, or purge data as may be provided for in this Contract or with the prior written approval of the State.

Notwithstanding any provision in this Contract, if for any reason the State informs Contractor in writing that any data previously approved and/or scheduled for deletion or purging must not be deleted or purged, Contractor must ensure that such data is not deleted or purged until the State notifies the Contractor in writing that the data may be re-identified for future deletion and/or purging. The State must be able to access, retrieve, and/or use any data prior to it actually being deleted or purged.

2.2 In **Section 1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES, subsection A. Contractor Staff – Key Personnel**, the tables containing the Resource Name, Address, Email, and Phone information for the for the Contractor Security Officer, Project Manager/Single Point of Contact, Technical Subject Matter Expert and Client Relationship Manager (CRM) / Contractor Service Manager roles are hereby deleted and replaced with the following information:

Resource Name	Brian Oldham
Role	Contractor Security Officer
Key Personnel	Yes
Address	9901 Linn Station Rd Louisville, KY 40223
Email	broidham@bamboohealth.com
Phone	502-815-5656

Resource Name	Haley Alder
Role	Project Manager/Single Point of Contact
Key Personnel	Yes
Address	9901 Linn Station Rd Louisville, KY 40223
Email	Halder@bamboohealth.com
Phone	502-815-5656

Resource Name	Haley Alder
Role	Technical Subject Matter Expert
Key Personnel	Yes
Address	9901 Linn Station Rd Louisville, KY 40223
Email	Halder@bamboohealth.com
Phone	502-815-5656

Resource Name	Haley Alder
Role	Client Relationship Manager (CRM) / Contractor Service Manager
Key Personnel	Yes
Address	9901 Linn Station Rd Louisville, KY 40223
Email	Halder@bamboohealth.com
Phone	502-815-5656

2.3 In **Section 1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES**, a new **subsection C. Offshore Resources** is hereby added after **subsection B.4. Additional Security and Background Check Requirements**:

“C. Offshore Resources. Access to State Data by Offshore Resources is prohibited under this contract.

2.4 In **Section 1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES**, the tables containing the Name, Agency/Division, and/or Title information for the State Project Manager, Subject Matter Experts, and Contract Administrator roles are hereby deleted and replaced with the following information:

State Project Manager

Name	Agency/Division	Title
Cole Thelen	LARA	Project Manager
Jason Wymer	DTMB Agency Services	IT Manager

Subject Matter Experts

Name	Agency/Division
Douglas Padget	MAPS Manager
Haley Winans	Program Specialist

Contract Administrator

Name	Agency/Division	Title
Jeremy Lyon	DTMB	Contract Administrator

3. **SCHEDULE B – Data Security Requirements** is hereby deleted and replaced with the **Schedule B – Data Security Requirements** attached to this Change Notice and incorporated into this Contract.
4. **SCHEDULE E - Business Continuity and Disaster Recovery Plan**
5. **SCHEDULE F – Pricing:**
6. **SCHEDULE G – Transition Plan** attached to this Change Notice is hereby added to and incorporated into this Contract.
7. **SCHEDULE H – Insurance** attached to this Change Notice is hereby added to and incorporated into this Contract.
8. **SCHEDULE I – Federal Provisions Addendum** attached to this Change Notice is hereby added to and incorporated into this Contract.
9. All other terms and conditions of this Contract, including all other Statements of Work and other Schedules and Exhibits, remain unchanged and in full force and effect.

SCHEDULE B – 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 and/or operating environments 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.

“**Software**” means the Service Software.

“**Solution**” means Services and any deliverables and/or work product, including without limitation State-Specific Deliverables, provided under this Contract, singularly or in any combination thereof, as applicable.

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Solution who has sufficient knowledge of the security of the Solution 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 Personnel 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/policies/it-policies>.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the 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 Standard. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Standard, 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 Standard before accessing State Systems or data. 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:

5.1 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;

5.2 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;

5.3 ensure that the Software and State Data is securely stored, hosted, supported, administered, accessed, backed up in the United States;

5.4 ensure that any software development work (software developed and written specifically for, paid for, and owned by the State) is performed in the United States;

5.5 ensure the data center(s) in which Software and State Data resides minimally meets Uptime Institute Tier 3 standards (<https://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 Throughout the Term, Contractor must not provide any part of the Solution from the list of excluded parties in the [System for Award Management \(SAM\)](#) for entities excluded from receiving federal government awards for "covered telecommunications equipment or services.

5.8 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);

5.9 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Solution 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 Solution; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Solution; and (iii) unauthorized access to any of the State Data;

5.10 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;

5.11 as part of any significant application updates/architecture changes, or application rewrites, the Contractor must ensure the Hosted Services supports Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

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

5.13 Contractor must permanently sanitize or destroy the State's information, including State Data, from all media both digital and nondigital including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. Contractor must sanitize information system media, both digital and non-digital, prior to disposal, release out of its control, or release for reuse as specified above.

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.

8.1 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.

8.2 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 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 non-destructive penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

8.3 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's and Hosting Provider's (if applicable) 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 Scanning. 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 Web Application Security Standard and other applicable PSPs.

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

9.1 Dynamic Application Security Testing (DAST) – Authenticated interactive scanning of 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.

9.2 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.

9.3 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.

9.4 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.

10.1 Contractor must ensure their 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.

11.1 Any failure of the Solution to meet the applicable 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 E – BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

Contingency Plan (Disaster Recovery)

- INTRODUCTION AND PURPOSE • ROLES AND RESPONSIBILITIES
 - VP of Engineering
 - Director, Platform Services
 - Platform Services Program Manager • Platform Engineers
 - Security Team
 - Product Business Analysis
 - Client Relationship Manager
- PLAN DISTRIBUTION AND AVAILABILITY
- LINE OF SUCCESSION / ALTERNATE ROLES • ACTIVATION AND NOTIFICATION
- NOTIFICATION INSTRUCTIONS • OUTAGE ASSESSMENT
- RECOVERY
- SEQUENCE OF RECOVERY OPERATIONS • RECOVERY PROCEDURES
- RECOVERY ESCALATION NOTICES/AWARENESS • RECONSTITUTION
- DATA VALIDATION TESTING

- FUNCTIONAL VALIDATION TESTING •
- RECOVERY DECLARATION
- CLEANUP
- EVENT DOCUMENTATION
- CONTINGENCY PLAN TESTING

Information Security Requirements

- Security Policy
- Test Recovery Point
- Objective (RPO)
- Recovery Time
- Objection (RTO)
- Identification
- Contingency Plan Key Personnel • Vendor Contacts
 - Document Properties •
 - Document Approvals •
 - Revision
 - History

INTRODUCTION AND PURPOSE

Information systems are vital to the Contractors mission/business functions; therefore, it is critical that services provided by Bamboo Health are able to operate effectively without excessive interruption. This Contingency Plan (CP) establishes comprehensive procedures to recover Bamboo Health business critical solutions quickly and effectively following a service disruption.

One of the goals of an Contingency Plan is to establish procedures and mechanisms that obviate the need to resort to performing IT functions using manual methods. If manual methods are the only alternative, however, every effort must be made to continue IT functions and processes manually.

The nature of unprecedented disruptions can create confusion, and often predisposes an otherwise competent IT staff towards less efficient practices. In order to maintain a normal level of efficiency, it is important to decrease real-time process engineering by documenting notification and activation guidelines and procedures, recovery guidelines and procedures, and reconstitution guidelines and procedures prior to the occurrence of a disruption. During the notification/activation phase, appropriate personnel are apprised of current conditions and damage assessment begins. During the recovery phase, appropriate personnel take a course of action to recover the Bamboo Health System components at a site other than the one that experienced the disruption. In the final, reconstitution phase, actions are taken to restore IT system processing capabilities to normal operations.

ROLES AND RESPONSIBILITIES

Contractor establishes multiple roles and responsibilities for responding to outages, disruptions, and disasters for the Contractors Systems. Individuals who are assigned roles for recovery operations collectively make up the Contingency Plan Team and are trained annually in their duties. Contingency Plan Team members are chosen based on their skills and knowledge.

The Contingency Plan Team consists of personnel who have been selected to perform the roles and responsibilities described in the sections that follow. All team leads are considered key personnel.

VP of Engineering

VP of Engineering (VPE) is a member of senior management and owns the responsibility for all facets of contingency and disaster recovery planning and execution.

- The VPE performs the following duties:
- Makes the decision on whether or not to activate the ISCP • Provides the initial notification to activate the ISCP
- Reviews and approves the ISCP
- Reviews and approves the Business Impact Analysis (BIA)
- Notifies the Contingency Plan Team leads and members as necessary
- Advises other Contingency Plan Team leads and members as appropriate

- Issues a recovery declaration statement after the system has returned to normal operations
- Designates key personnel

Director, Platform Services

The Director of Platform Services performs the following duties:

- Develops and documents the ISCP under direction of the VP of Engineering
- Uses the BIA to prioritize recovery of components
- Updates the ISCP annually
- Ensures that annual ISCP training is conducted
- Facilitates periodic ISCP testing exercises
- Distributes copies of the plan to team members
- Authorizes travel and housing arrangements for team members
- Manages and monitors the overall recovery process
- Leads the contingency response effort once the plan has been activated
- Advises the Procurement and Logistics Coordinator on whether to order new equipment
- Receives updates and status reports from team members
- Sends out communications about the recovery
- Advises the VP of Engineering on status as necessary
- Designates key personnel

Platform Services Program Manager

The Platform Services Program Manager performs the following duties:

- Estimates the time to recover operations

- Determines accessibility to facility, building, offices, and work areas • Assesses the need for and adequacy of physical security/guards
- Advises the Security Coordinator that physical security/guards are required • Estimates levels of outside assistance required
- Reports updates, status, and recommendations to the Director of Platform Services • Designates key personnel
- Ensures communication continues and SOP is followed

Platform Engineers

The Platform Engineering team performs the following duties:

- Installs software on all systems
- Performs live migrations prior to predictable disasters and outages
- Executes recovery automation procedures in the order described in the BIA and instructed by the Program Manager • Creates log of actions, issues, and status

Security Team

The security recovery team performs the following duties:

- Monitors and maintains security posture as systems are recovered.
- Performs live migrations of security systems as part of the operating procedure.
- Ensures security systems are configured appropriately to accommodate the migration • Communicate with security software vendors as needed
- Creates log of security software installation problems and event • Restore security systems from alternate availability zone
- Maintains current security system software configuration information in AWS Code Commit.

Product Business Analysis

The product business analysis performs the following duties:

- Functional Testing after Recovery
- User Acceptance Testing after Recovery.

Client Relationship Manager

The client relationship manager performs the following duties:

- Customer communication and notification
-

PLAN DISTRIBUTION AND AVAILABILITY

During a disaster situation, the availability of the contingency plan is essential to the success of the restoration efforts. The Contingency Plan Team has immediate access to the plan upon notification of an emergency. The Platform Services Program Manager ensures that a copy of the most current version of the Contingency Plan is maintained at Contractor's source code repository replicated across AWS regions. This plan has been distributed to all personnel.

Contingency Plan Team members are obligated to inform the Platform Services Program Manager, if and when, they no longer require a copy of the plan.

LINE OF SUCCESSION / ALTERNATE ROLES

Contractor sets forth an order of succession to ensure that decision-making authority for the Contingency Plan is uninterrupted. The VP of Engineering, Chief Security Officer (CSO), Presidents of Business Units are responsible for ensuring the safety of personnel and the execution of procedures documented within the Contractors Contingency Plan. If the VP of Engineering and CSO are unable to function as the overall authority or chooses to delegate this responsibility to a successor, the Presidents of Business Unit shall function as that authority.

In order to preserve the continuity of operations, individuals designated as key personnel have been assigned an individual who can assume the key personnel's position if the key personnel is not able to perform their duties. Alternate key personnel are named in a line of succession and are notified and trained to assume their alternate role, should the need arise.

The line of succession for key personnel:

1. VP of Engineering & Chief Security Officer
 2. President of Business Unit
 3. Principal Architect
 4. Director of Platform Services
 5. Director of Software Engineering
-

ACTIVATION AND NOTIFICATION

The Contractors ISCP may be activated if one or more of the following criteria are met:

- The type of outage indicates Contractors business critical solutions will be down for more than 12 RTO hours.
- The facility housing the Contractors business critical solutions is damaged and may not be available within 24 RTO hours • Data has been corrupted and requires recovery from backup.

[Decision Tree](#)

NOTIFICATION INSTRUCTIONS

1. The Platform Engineer or Support Engineer will detect and event that could potentially cause a long disruption of service. After an evaluation it is determined that the strategic implementations concerning distribution and fault tolerance are not affective to remedy the disruption and no short-term solution can be introduced to restore service. The Platform Engineer or Support Engineer communicates with the Platform Services Program Manager with this information.

2. The Platform Services Program Manager communicates with the Director of Software Engineering to ensure the development team is aware of the event and the details concerning the disruption. The VP of Engineering, Principal Architect, and Director of Platform Services are notified of the event by Platform Services Program Manager and the requirement to execute disaster recovery procedures.
 3. A quick evaluation of recovery impact is assessed and external communication proceeds. An assessment of recovery requirements concerning potentially corrupted data is performed to ensure an understanding of recovery point objective will be implemented.
 4. The Recovery phase of the effort will begin to be executed.
-

OUTAGE ASSESSMENT

Following notification, a thorough outage assessment is necessary to determine the extent of the disruption, any damage, and expected recovery time. This outage assessment is conducted by Platform Engineer. Assessment results are provided to the Platform Services Program Manager to assist in the coordination of the recovery effort.

The following provides a detailed Standard Operating Procedure (SOP) to assess the potential cause and extend of the disruption performed by the Platform Engineer.

1. Evaluate the status of services of the Public Cloud Provider by evaluating the status page and communicating with the AWS Technical Account Manager.
 2. Review Virtual Private Cloud Flow Logs and AWS Cloud Trail logs to pinpoint a location in the network or service dependencies that can be identified as the cause or impacted by the event and the location in the network stack.
 3. Evaluate Application Monitoring solutions to attempt to identify the impacted area of concern in the business critical applications impacted. This includes Bamboo Health access to SignalFX and CloudWatch monitoring solutions.
 4. Evaluate Application Logs and Database Logs to identify details concerning the applications failure state and fault tolerance.
 5. Evaluate Performance Insights in AWS Aurora to review SQS queries being executed and overall health of the relational database system.
 6. Provide aggregated analysis to the Platform Services Program Manager.
-

RECOVERY

The recovery phase provides formal recovery operations that begin after the ISCP has been activated, outage assessments have been completed (if possible), personnel have been notified, and appropriate teams have been mobilized. Recovery phase activities focus on implementing recovery strategies to restore system capabilities, repair damage, and resume operational capabilities at the original or an alternate location. At the completion of the recovery phase, Bamboo Health business critical solutions will be functional and capable of performing the functions identified.

SEQUENCE OF RECOVERY OPERATIONS

The following activities occur during recovery of Contractors business critical solutions:

- Execute the escalation **ACTIVATION AND NOTIFICATION** Standard Operating Procedure as described in this document. • Review the Outage Assessment completed by Platform Engineering
 - Hard shutdown if required of effective system to ensure clean cut-over to new region and simplify data restoration. - Platform Engineer • Evaluate if distributed data stores need to be migrated to new region are provided access from new region - Platform Engineer
 - If access is required update the appropriate policies to provide access to the secondary region - Platform Engineer • Restore relational database snapshot in new region - Platform Engineer
 - Deploy platform services infrastructure as code solution for Kubernetes cluster - Platform Engineer • If restoration of volume is required restore infrastructure for snapshot - Platform Engineer
 - Deploy infrastructure as code solutions for required security automation and solutions. - Platform Engineer • Deploy application to Kubernetes cluster at production scale. Software Engineer / Platform Engineer
 - Deploy dependent Infrastructure as Code (CloudFormation) supporting serverless solutions - Platform Engineer • Deploy Security Infrastructure and Services in new account or region - Security Engineer
 - Initial testing to ensure application functionality and availability. Software Engineer / Platform Engineer. • Update DNS to new environment. - Platform Engineer
-

RECOVERY PROCEDURES

The following operating procedures describe in detail each step associated with the **SEQUENCE OF RECOVERY OPERATIONS** listed in this document. It is critical that this procedure be executed as described in the appropriate sequence to ensure success.

- Review the Outage Assessment completed by Platform Engineering. This includes an evaluation of SignalFX, Application Log, and Metrics that was summarized and provided by Platform Engineering.
- Hard shutdown if required of effective system to ensure clean cut-over to new region and simplify data restoration. - Platform Engineer
 1. **Kubernetes Solutions** - Scale the deployment to zero by committing the change to source code management and allow synchronization of the change to scale the deployment to zero on the application tier.
 2. **Serverless Solutions** - Update the security group on ingress to block all traffic to the service.
- Evaluate if distributed data stores need to be migrated to new region are provided access from new region - Platform Engineer
 1. DynamoDB - Evaluate if cross region replication and access is already enabled through the AWS Console.
 2. DynamoDB - Create Table in new Region based on Infrastructure as Code solution. Execute script to migrate information by scanning existing table and copying results.
- If access is required update the appropriate policies to provide access to the secondary region - Platform Engineer
 1. Identify required IAM policies as Infrastructure as Code solutions in source code management.
 2. Leverage CloudFormation to deploy the policies required in the recovery region. •
- Restore relational database snapshot in new region - Platform Engineer
 1. Identify most recent snapshot in the AWS console in the region for recovery.
 2. Leverage AWS console and select restore from snapshot.
 3. Monitor the database cluster until restored.
 4. Validate connectivity to the database.
- Deploy platform services infrastructure as code solution for Kubernetes cluster - Platform Engineer
 1. Using AWS Service Catalog solution create Kubernetes Cluster in the recovery region. This includes execution the service catalog stack.
 2. Monitor the node group creation and ensure EKS cluster is active and the source code repository for Kubernetes configuration management is available.
 3. Commit required Kubernetes configurations to source code repository to deploy required solutions across the cluster. • If restoration of volume is required restore infrastructure for snapshot - Platform Engineer
 1. If additional EC2 is required for recovery create an AMI from the volume snapshot via the AWS Console.
 2. Create the EC2 instance from created AMI to recover the instance.
 3. Validate all security groups and subnet deployment details are accurate through the AWS Console. •
- Deploy infrastructure as code solutions for required security automation and solutions. - Platform Engineer
 1. Review dependent security automation solutions and leverage CloudFormation to deploy the solutions in the recovery region. • Deploy application to Kubernetes cluster at production scale. Software Engineer / Platform Engineer
 1. Update Kubernetes deployments to ensure scale and resources limits are appropriate for production by making changes to the source code management repository.
 2. Monitor scale of the Kubernetes cluster to ensure it returns to production requirements.
- Deploy dependent Infrastructure as Code (CloudFormation) supporting serverless solutions - Platform Engineer
 1. Review dependent serverless solutions and leverage CloudFormation to deploy the solutions in the recovery region. • Deploy Security Infrastructure and Services in new account or region - Security Engineer
 1. Validate security monitoring software is accurately deployed.
- Initial testing to ensure application functionality and availability. Software Engineer / Platform Engineer.
 1. Leverage documented request information concerning the application and run user acceptance testing procedures. Validate all tiers of the system are functioning based on the required results of the testing.
- Update DNS to new environment. - Platform Engineer

1. Update DNS leveraging the AWS Console in Route53 to cut-over the environment to the disaster recovery region.
-

RECOVERY ESCALATION NOTICES/AWARENESS

During the recovery process it's important to keep a line of communication open for all internal participants as well as keeping the external customers informed of progress. The following describes the recovery escalation awareness requirements and who is responsible for ensuring they are executed.

- Platform Services Program Manager will start a "Teams" conference and ensure all appropriate parties are on the bridge. This includes Platform Engineers, Software Operations, Support and Client Relations.
 - Platform Services Program Manager will notify the Bamboo Health Technical Operations Center to update the operational status website and send email communication of the current state of the product. Bamboo Health currently leverages <http://statuspage.io> for this communication.
 - Platform Engineers will update the Platform Services Program Manager of the status of each recovery step as they are executed.
 - Platform Services Program Manager will communicate status to Client Relationship Managers who attend the bridge for direct line of communication to assigned customers.
 - Platform Services Program Manager will communicate with the Bamboo Health Technical Operations Center to ensure operational status and email communication is updated appropriately.
 - On completion Platform Services Program Manager will communicate with the Director of Platform Services.
 - Director of Platform Services will communicate with the VP of Engineering that the recovery phase of the effort is complete. • VP of Engineering will communicate with business leadership concerning the state of the recovery process.
 - Platform Services Program Manager will communicate with the Bamboo Health Technical Operations Center and Client Relations to communicate an all clear once services are restored.
-

RECONSTITUTION

Reconstitution is the process by which recovery activities are completed and normal system operations are resumed. If the original facility is unrecoverable, the activities in this phase can also be applied to preparing a new permanent location to support system processing requirements. A determination must be made whether the system has undergone significant change and will require reassessment and reauthorization. The phase consists of two major activities: (1) validating successful reconstitution and (2) deactivation of the plan.

Concurrent processing is the process of running a system at two separate locations concurrently until there is a level of assurance that the recovered system is operating correctly and securely.

DATA VALIDATION TESTING

The following describes the procedure for data validation for a recovered Relational Database System deployed in Bamboo Health. This procedure is described based on the Bamboo Health solutions that leverage Amazon Web Services Aurora for PostgreSQL implementations. The following procedure is executed by the Platform Engineer after recovery from snapshot is performed.

- Ensure Database System is deployed in the appropriate VPC Subnets with required Security Groups leveraging the AWS Console.
 - Access the database leveraging Operational Credentials to ensure appropriate network access is available operationally and from the application.
 - Review initial schema, table structures, and accounts as a quick overview to ensure things look in order.
 - Review audit logs to determine the records that exist in the recovered database based on the time of snapshot and alignment with audit. • Identify through audit and WAL logs that will need to be executed for recovery point objective.
 - Communicate to Platform Services Program Manager the current state of the backup and expected data recovery time or data loss impact.
-

FUNCTIONAL VALIDATION TESTING

Contractor will perform a series of tests in the recovered environment prior to releasing the environment to customers. These actions will be performed and validated by the Product Business Analysis and Platform Engineer.

- Setup Temporary Domain to provide an interface to the Product Business Analysis for testing - Platform Engineer.
 - Perform Functional Testing for critical application functionality by logging into the site and performing common functions - Product Business Analysis
 - Perform User Acceptance Testing as documented by the product team to determine the success of the release based on critical features - Product Business Analysis
 - If required perform full regression testing through automated test suite of the system - Product Business Analysis
-

RECOVERY DECLARATION

Upon successfully completing testing and validation, the Platform Services Program Manager will formally declare recovery efforts complete, and that Bamboo Health solutions are in normal operations. The VP of Engineering, Client Relationship Managers, and Director of Platform Services will be notified of the declaration by the Platform Services Program Manager. The recovery declaration statement notifies the Contingency Plan Team and executive management that the Bamboo Health solutions has returned to normal operations.

CLEANUP

Once the system is recovered the Platform Engineer will evaluate the AWS Account and Virtual Private Cloud Environment. To cleanup all existing resources the Platform Engineer will delete dependent CloudFormation stacks. Once all the required CloudFormation stacks are deleted the Platform Engineer can proceed with the removal of the Virtual Private Cloud. Deletion of the VPC will result in all dependent resources like subnets, security groups, any other services that did not get removed by the initial CloudFormation cleanup to be deleted.

EVENT DOCUMENTATION

It is important that all recovery events be well-documented, including actions taken and problems encountered during the recovery and reconstitution effort. Information on lessons learned must be included in the annual update to the ISCP. It is the responsibility of each ISCP team or person to document their actions during the recovery event. The following items are required to be collected during the recovery phase and is the responsibility of the Platform Services Program Manager to aggregate the information for submission. This will be leveraged in a post mortem lessons learned and used to document root cause analysis.

- Platform Engineers are required to document steps performed and ensure they follow Standard Operating Procedure SOP. If deviations are made during the event this documentation must be used to update the SOP as required.
- Support Engineers are required to document steps performed and ensure they follow Standard Operating Procedure SOP. If deviations are made during the event this documentation must be used to update the SOP as required.

- The Platform Services Program Manager will take detailed notes of any conversations that take place during the call to ensure they are added to the evaluations and used to update any SOP documentation as required.
 - The Platform Services Program Manager will schedule post-mortem and lessons learned sessions to review the steps and ensure any updates to process are executed.
 - The Platform Services Program Manager will aggregate required notes to produce a root cause analysis document to be stored in Confluence.
-

CONTINGENCY PLAN TESTING

Contingency Plan operational tests of the Contractors PMP Gateway are performed annually. A Contingency Plan Test Report is documented after each annual test. Validation of automation and services that are critical to the execution of disaster recover procedures. Ensure these execution steps are understood and work as intended:

- Automated backup processes are executing as scheduled and notification is in place when they fail.
- Restore Relational Database cluster for Snapshot.
- Restore distributed data solution from snapshot or automated implementation.
- Create Kubernetes Cluster from Infrastructure as Code solutions.
- Create auxiliary requirements from Infrastructure as Code solutions.
- Restore web infrastructure and firewalls through

Infrastructure as Code solutions. The testing Standard

Operating Procedure (SOP) can be found [here](#).

Information Security Requirements

When Contractors solutions require movement based on availability and performance concerns that require execution of the Contingency Plan (DR) all security requirements MUST still be applied. This includes were applicable leveraging solutions based on Infrastructure as Code development that implements creation of network, systems and platform applications that

adhere to Bamboo Health Policy. In the event Infrastructure as Code solutions cannot be leveraged it is required that the Platform Engineer responsible for the change execute to policy.

This includes at a minimal:

- TLS 1.2 or higher
- Encryption in Transit end to end.
- Appropriate Security Groups and Network Access Controls • Encryption at Rest leveraging AES 256
- No AWS Services or S3 buckets publically exposed.
- No user accounts created in the AWS ecosystem without Security

Approval and specific policies. Review Bamboo Health Security policy in detail [here](#).

Security Policy Test

Once an environment has been recovered the Platform Engineer(s) responsible for restoration must contact the `Security Team` to execute the environment scans based on Bamboo Health security policy once the environment is available.

Provide the Security Team:

- Information about the systems recovered
 - Endpoints and Infrastructure to be scanned
 - Information concerning Infrastructure that requires validation of security controls and processes. • AWS Information as needed (VPC, Account, etc.)
-

Recovery Point Objective (RPO)

Once it is determined that execution of the Contingency Plan is required to restore service to Contractor’s Health systems measures will be taken to ensure systems can recovered from an information and data perspective within 1 hour of the event. This is accomplished based on the Strategic Architecture of the system that includes near real time replication, daily snapshots and a distributed architecture.

Recovery Time Objection (RTO)

Once it is determined that execution of the Contingency Plan is required to restore service to Contractors systems measures will be taken to ensure systems can recovered and accessible within 24 hours of the event.

Identification

The organization identifies the critical business processes requiring business continuity through the change management process. It is the responsibility of the key stakeholder and owner of the change to identify in the Jira change management ticket of the change impacts the business continuity or backup plans for the application. For example if the change introduces a new critical process, application or dependency.

[Change Management](#)

Contingency Plan Key Personnel

Role	Name and Home Address	Email	Phone
Contingency Plan Director	Brian Pearson	bpearson@bamboohealth.com	502-292-7355
Alternate Contingency Plan Director	Shannon Hord	shord@bamboohealth.com	502-815-0878
Contingency Plan Coordinator	Heidi Holtzman	hholtzman@bamboohealth.com	502-550-1145
Alternate Contingency Plan Coordinator	Jeff Campbell	jcampbell@bamboohealth.com	502-232-2249
Outage and Damage Assessment Lead	Owen Marshal	otmarshall@bamboohealth.com	502-381-1893

Alternate Outage and Damage Assessment Lead	Justin Edwards	jtedwards@bamboohealth.com	317-435-1173
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Vendor Contacts

Vendor	contact	email
AWS	Amar Chava - TAM Marc Severin - SA	amarchch@amazon.com marcseve@amazon.com

Document Properties

Property	Description
Circulation	Internal Use Only
Classification	Confidential
Document Owner(s)	Bamboo Health Security and Platform Teams
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Document Approvals

Approver Name	Title	Date
Travis Ackert	Sr. Director, Information Security	1-Nov-2022

Revision History

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Version	Date	Description of Changes	Revised By
1.0	2-Dec-2020	Initial Version	Travis Ackert
2.0	2-Dec-2021	Reviewed, Updated Branding and Tooling	Travis Ackert
3.0	3-Feb-2022	Reviewed, Updated Personnel, Contacts, and Tooling	Justin Edwards
4.0	1-Nov-2022	Reviewed and Updated Contacts	Travis Ackert

SCHEDULE F - PRICING

Table A - Subscription License Model

Subscription Based - Product Name*	Frequency of Billing	Amount to Be Billed	Coverage Period
PMP AWARxE	Quarterly	\$103,387.50 to be invoiced in January/April/July/October	Previous calendar quarter
Enterprise NarxCare	Quarterly	\$114,000 to be invoiced in January/April/July/October	Previous calendar quarter
Statewide Gateway	Quarterly	\$225,000 to be invoiced in January/April/July/October	Previous calendar quarter
Advanced Analytics	Quarterly	\$7,500 to be invoiced in January/April/July/October	Previous calendar quarter
Section 5042 Reporting	Annually	\$150,000.00 to be invoiced in September	Previous fiscal year
ICPSR Extracts to UofM	Quarterly	\$1,250 to be invoiced in January/April/July/October	Previous calendar quarter
Mandatory Use Model	Quarterly	\$5,000 to be invoiced in January/April/July/October	Previous calendar quarter
Prescriber Report Cards	Quarterly	\$12,500 to be invoiced in January/April/July/October	Previous calendar quarter
Wholesale Data Collection and Risk Assessment Dashboard	Quarterly	\$31,250 to be invoiced in January/April/July/October	Previous calendar quarter
Overdose Death Data Overlay	Annually	\$1,500.00 to be invoiced upon completion of each overlay file	Each overlay file
Update and Confirm	Quarterly	\$3,750 to be invoiced in January/April/July/October	Previous calendar quarter

- **All licensing above is Enterprise Licensing – Unlimited Number of Users**

5. Postproduction Warranty. The Contractor must provide 90 calendar days postproduction warranty at no cost to the State. The postproduction warranty will meet all requirements of the contract..

6. Rate Card for Ancillary Professional Services.

Resource	On-Site or Remote Hourly Rate
Custom Development	\$175

7. Open Source or Third Party Products

The Contractor must identify any open source or third-party products that will be used in connection with the Solution. The Open Source and Third Party Products referenced below are included in the licensing cost in Table A of this schedule.

Product
Amazon Web Services – Hosting Services
New Relic
Tableau

8. 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.

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.

Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order or delivery order; (c) quantity; (d) description of the Solution; (e) unit price; (f) shipping cost (if any); (g) Contractor-generated invoice number; (h) total price; (i) coverage dates; and (j) signed Delivery Acceptance Form (if required).

Except for the Subscription Licenses in Table A above, Contractor must submit all invoices for Services accepted by the State within 30 days of the date of acceptance unless otherwise specified in an applicable Statement of Work or Change Notice. Failure to submit an invoice within 90 days will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract.

For the Subscription Licenses in Table A, Contractor must submit all invoices within the month the invoice is due as indicated in the “Amount to be Billed” column of Table A, for the “Coverage Period” in Table A. Failure to submit an invoice within 90 days past the last day of the month noted in the “Amount to be Billed” column of Table A will constitute a waiver by Contractor for any amounts due to Contractor for such licenses under this Contract.

Travel and Expenses

The State does not pay for overtime or travel expenses.

SCHEDULE G – TRANSITION IN AND OUT

Should the State terminate or upon expiration of the Contract, a “turnover” plan is appropriate and necessary. The Contractor will not transfer control of its proprietary software to other parties. Contractor’s general turnover and transition methodology is listed below.

- The Contractor will provide a data-dump of the database with a statement of the format of the data and a statement of each segment’s relevance and how it should be used. No proprietary formatting will be used.
- The Contractor will cooperate in good faith with the State and its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

A more detailed plan will need to be developed near the end of the contract period, which will reflect the realities of the data and the processes at that point in time.

Bamboo Health, Inc.

SCHEDULE H - INSURANCE REQUIREMENTS

1. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
3. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - 4.1. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - 4.2. Purchase extended reporting coverage for a minimum of 3 years after completion of work 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.
5. **Proof of Insurance.**
 - 5.1. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - 5.2. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - 5.3. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - 5.4. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

5.5. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.

5.6. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

6. Subcontractors. Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

7. Limits of Coverage & Specific Endorsements.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

Required Limits	Additional Requirements
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

8. **Non-Waiver.** This Schedule H 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 I – 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. Contractor agrees to comply with all obligations under federal rules or regulations for such funding, including but not limited to the provisions contained in this addendum. If any provision below conflicts with the State’s terms and conditions, including any attachments, schedules, or exhibits to this 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. Further, Contractor agrees to, through a Contract Change Notice, append or modify specific federal provisions to this Contract, if reasonably necessary to keep the State and Contractor in compliance with federal funding requirements, and comply with the terms set forth therein. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

A. Equal Employment Opportunity

This Contract is not a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#).

B. Davis-Bacon Act (Prevailing Wage)

This Contract is not a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), nor is it a prime construction contract in excess of \$2,000.

C. Copeland “Anti-Kickback” Act

This Contract is not a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), nor is it a prime construction contract in excess of \$2,000 where the Davis-Bacon Act applies.

D. Contract Work Hours and Safety Standards Act

The Contract does not involve the employment of mechanics or laborers.

F. 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:

(1) Clean Air Act

- (i) 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.
- (ii) 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.
 - (iii) 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.

(2) Federal Water Pollution Control Act

- (i) 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.
- (ii) 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.
- (iii) 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.

G. Debarment and Suspension

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

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

H. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractor has applied or bid for an award of **more than \$100,000** and shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* attached to the end of this Addendum. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

I. Procurement of Recovered Materials

If this Contract is a procurement to purchase products or items designated by the EPA under [40 C.F.R. part 247](#) during the course of a fiscal year, then under [2 CFR 200.323](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

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

J. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Contractor acknowledges and agrees that [Section 889\(b\) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 \(the "McCain Act"\)](#), and [2 C.F.R. §200.216](#), prohibit the obligation or expending of federal award funds on certain telecommunication products or with certain entities for national security reasons on or after August 13, 2020.

During performance of this Contract, the Contractor agrees as follows:

(a) *Definitions.* As used in this Section J. Prohibition on Contracting for Covered Telecommunications Equipment or Services ("Section J"):

- (1) the terms "backhaul," "critical technology," "interconnection arrangements," "reasonable inquiry," "roaming," and "substantial or essential component" have the meanings defined in 48 CFR § 4.2101;
- (2) the term "covered foreign country" has the meanings defined in § 889(f)(2) of the McCain Act; and
- (3) the term "covered telecommunications equipment or services" has the meaning defined in § 889(f)(3) of the McCain Act.

(b) *Prohibitions.*

(1) Unless an exception in paragraph (c) of this Section J applies, neither the Contractor nor any of its subcontractors may use funds received under this Contract to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew a contract with an entity that uses any covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This Section J does not prohibit Contractor from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this Section J to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this Section J:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section J: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts.* The Contractor shall insert the substance of this Section J, including this paragraph (e), in all subcontracts and other contractual instruments.

K. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this Section K – **Domestic Preferences for Procurements:**

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Affirmative Socioeconomic Steps

For all contracts utilizing federal funding sources subject to Title 2 of the Code of Federal Regulations (C.F.R.) Part 200 issued on or after November 12, 2020, if subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

M. Copyright and Data Rights

Pursuant to 2 CFR § 200.315(b), the State may copyright any work which is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

N. Additional FEMA Contract Provisions

This Contract does not involve purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA).

O. Other Federal Contract Provisions

The following provisions also apply to purchases that will be paid for in whole or in part with funds obtained from the federal government:

Health Information Technology (IT) Interoperability Language

The Health Information Technology for Economic and Clinical Health Act (HITECH Act) amended the Public Health Service Act to provide HHS with the authority to establish programs to improve health care quality, safety, and efficiency through the promotion of health information technology (IT), including electronic health records and private and secure electronic health information exchange. These improvements are achieved in

part through the adoption of health IT standards, implementation specifications, and certification criteria adopted by the HHS Secretary.

Contractor's Health IT activities must align with standards and implementation specifications adopted in 45 CFR part 170, Subpart B: Standards and Implementation Specifications for Health Information Technology

If Contractor is implementing, acquiring, or upgrading health IT under this Contract, Contractor must utilize health IT that meets standards and implementation specifications adopted in 45 CFR part 170, Subpart B, if such standards and implementation specifications can support the activity. Visit <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-D/part-170/subpart-B> to learn more.

If Contractor is implementing, acquiring, or upgrading health IT for activities by eligible clinicians in ambulatory settings, or hospitals, eligible under Section 4101, 4102, and 4201 of the HITECH Act Contractor must utilize health IT certified under the ONC Health IT Certification Program, if certified technology can support the activity. Visit [https://www.healthit.gov/topic/certification\[1\]ehrs/certification-health-it](https://www.healthit.gov/topic/certification[1]ehrs/certification-health-it) to learn more.

Federal Information Security Management Act (FISMA):

All Contractor information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

Contractor must comply with FISMA. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, visit: <https://www.govinfo.gov/content/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>.

SCHEDULE I - EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. C. 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, Bamboo Health, Inc. 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



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 **21**
 to
 Contract Number **071B6600132**

CONTRACTOR	Bamboo Health
	9901 Linn Station Rd
	Louisville, KY 40223
	Haley Alder
	502-815-5568
	halder@bamboohealth.com
	CV0060995

STATE	Program Manager	Various	LARA
STATE	Contract Administrator	Jeremy Lyon	DTMB
		(517) 230-2858	
		lyonj5@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	April 8, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	2 months	June 8, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,856,836.03	\$0.00	\$20,856,836.03		

DESCRIPTION

Effective 3/25/24, this contract is hereby extended via Chapter 5.7.6 Useful Life Extension for 2 months to cover continued negotiations revised expiration date is 6/8/2024. No additional funds for this extension required.

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 3/25/2024.

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

AGENCY	NAME	PHONE	EMAIL
LARA	Cole Thelen	517-388-8350	ThelenC10@michigan.gov
DTMB	Jason Wymer	517-256-1014	WymerJ@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **20**
 to
 Contract Number **071B6600132**

CONTRACTOR	Bamboo Health
	9901 Linn Station Rd
	Louisville, KY 40223
	Haley Alder
	502-815-5568
	halder@bamboohealth.com
	CV0060995

STATE	Program Manager	Various	LARA
STATE	Contract Administrator	Jeremy Lyon	DTMB
		(517) 230-2858	
		lyonj5@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	April 8, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		April 8, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,663,111.03	\$193,725.00	\$20,856,836.03		

DESCRIPTION

Effective 2/5/2024, this change is to add 4 additional MAPS functionalities. This is a \$193,725 dollar increase for these additions. The following will be added. For further detail please see attached SOW's for reference.

- MAPS - MyRxReport Disclaimer
- MAPS - Route Insight Requests to AWARxE Dashboard
- MAPS -Role-Based User Profile Update and Confirm
- MAPS - User Activity Reports (Insight Reports)

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

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

AGENCY	NAME	PHONE	EMAIL
LARA	Cole Thelen	517-388-8350	ThelenC10@michigan.gov
DTMB	Jason Wymer	517-256-1014	WymerJ@michigan.gov



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

Project Title: MAPS – MyRx Report Disclaimer – CDC Grant	Period of Coverage: 10/01/2023 – 08/31/2024
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 01/18/2024
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Jason Wymer	Phone: 517-256-1014

BACKGROUND: Practitioners are permitted to request a report from the Michigan Automated Prescription System (MAPS) of the controlled substance prescriptions filled and reported to MAPS under their own DEA number(s), per MCL 333.7333a(2)(h). This is accomplished via the practitioner’s online PMP AWARxE (MAPS) account, and is referred to as a MyRx Report. Disclaimers are displayed on all patient, prescriber activity, and dispenser activity reports when an end user exports a requested report to PDF. The disclaimer setup and verbiage for MyRx requests and reports is not a current capability, but is an important component to outline the intended purpose and use and in an effort to prevent end users from providing this information to any other person or entity except by order of a court of competent jurisdiction (MCL 333.7333a(4)).

PROJECT OBJECTIVE: The project objective is create the ability for the MAPS Administrator to add a disclaimer for MyRx Reports.

IN SCOPE: This enhancement will build in and set disclaimer for MyRx Reports that will be mandatory for users viewing MyRx. This will apply to MyRx Search Requests and MyRx Search Results. The disclaimers will appear on the exportable PDF. The disclaimer verbiage will be configurable by the MAPS Administrators for MyRx Search and Results under Settings > Web Portal > Disclaimers.

The MAPS Administrator will need to add the disclaimer for each user role, similar to existing Rx Search disclaimer. The disclaimer will be added to the bottom of the page of the MyRx Report.

OUT OF SCOPE: Any requests that are not explicitly outlined under “In Scope” will be considered out of scope and may be subject to new estimates, additional fees, change of delivery timeline, and new change order.

DELIVERABLES:

Service	Price
Setup and implementation of disclaimer feature for MyRx Search Requests and MyRx Search Results.	\$23,725.00 (one-time fee) (project completed and billed by 8/31/2024)
TOTAL	\$23,725.00

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs (LARA) to cover fees associated to this project through MDHHS’ CDC MODA grant.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Jason Wymer
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WymerJ@michigan.gov
517-256-1014

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA's PMP, MAPS. It is Bamboo Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: MAPS – Route Insight Requests to AWARDx Dashboard – CDC Grant	Period of Coverage: 10/01/2023 – 08/31/2024
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 01/18/2024
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Jason Wymer	Phone: 517-256-1014

BACKGROUND: Practitioners are permitted to request a report from the Michigan Automated Prescription System (MAPS) of the controlled substance prescriptions filled and reported to MAPS under their own DEA number(s), per MCL 333.7333a(2)(h). This is accomplished via the practitioner’s online PMP AWARDx (MAPS) account, and is referred to as a MyRx Report. Disclaimers are displayed on all patient, prescriber activity, and dispenser activity reports when an end user exports a requested report to PDF. The disclaimer setup and verbiage for MyRx requests and reports is not a current capability, but is an important component to outline the intended purpose and use and in an effort to prevent end users from providing this information to any other person or entity except by order of a court of competent jurisdiction (MCL 333.7333a(4)).

PROJECT OBJECTIVE: The project objective is create the workflow to route pending Insight Requests to the MAPS Administrator’s PMP AWARDx dashboard.

IN SCOPE: This enhancement will route Insight Requests to the MAPS Administrator’s PMP AWARDx dashboard. The scope of this request includes:

- On the MAPS Administrator’s PMP AWARDx dashboard in the pending tasks area, a new line item (i.e. “Insight Reports Processing”) will be added.
- The Critically Overdue setting will be configurable.
- When the Insight Reports Processing record is selected, the Details will display Name, Request Date, Days Pending.
- When Name is selected, it will take the MAPS Administrator to Menu > Insight > Reports Processing to the exact record.
- If there are more than around 1,000 records, there will be a limit to the data that should be displayed on the right side of the Results table. The limit will be added around 1,000 records. If there are more than 1,000 records, a disclaimer/statement would be displayed at the end of the records on the right side, to notify users that this is not the complete list and a hyperlink to the statement will be provided, which will navigate the user to the Reports Processing queue. However, the line item on the left will show the total count of pending approvals.
- The records will be sorted in descending order (oldest request on top). This is to keep consistency for all of the pending tasks line item.

This will be a global change and there will be no backend setting to enable or disable this feature by State.

OUT OF SCOPE: Any requests that are not explicitly outlined under “In Scope” will be considered out of scope and may be subject to new estimates, additional fees, change of delivery timeline, and new change order. Prioritization, further breaking out or grouping of Insight Reports by type or other filter are out of scope for this request.

DELIVERABLES:

Service	Price
Setup and implementation of workflow for Insight Requests to route to MAPS Administrator's PMP AWAARx dashboard.	\$50,000.00 (one-time fee) (project completed and billed by 8/31/2024)
TOTAL	\$50,000.00

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs (LARA) to cover fees associated to this project through MDHHS' CDC MODA grant.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Jason Wymer
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WymerJ@michigan.gov
517-256-1014

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA's PMP, MAPS. It is Bamboo Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: MAPS – Role-Based User Profile Update and Confirm	Period of Coverage: 10/01/2023 – 09/30/2024
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 01/18/2024
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Jason Wymer	Phone: 517-256-1014

BACKGROUND: Users who may request access to and data from the Michigan Automated Prescription System (MAPS) are outlined under MCL 333.7333a, including but not limited to healthcare professionals, law enforcement, benefit plan managers, and agents of the department. On an annual basis, non-healthcare users are required to complete and submit a new registration form for continued access. This is done to maintain valid and appropriate users and updated account information. Accurate user information is critical to the integrity and security of the system.

PROJECT OBJECTIVE: The project objective is to develop a workflow prompting existing MAPS end users (by setting user role permissions) to review, update, and confirm their PMP AWARxE (MAPS) profile information.

IN SCOPE: Annually, based on the date the account was created by the user, AWARxE account holders will be prompted to review, update, and confirm their AWARxE profile information, including:

Account Holder Information:

- Personal Address (Street, City, State, Zip Code)
- Primary Telephone Number
- Mobile Telephone Number
- Email Address
- Healthcare Specialty

Employer Information:

- Employer DEA Number(s)
- Employer Name
- Employer Address (Street, City, State, Zip Code)
- Employer Telephone Number
- Employer Fax Number
- Primary Work Location

Account holders will receive three (3) email notifications at 30 days, 10 days, and 3 days leading up to their AWARxE account update and confirm deadline. Email notification language is hardcoded and modifications are not supported.

If the MAPS Administrator provides any mass communication to account holders outside the aforementioned reminder cadence, notification verbiage and content will be provided to Bamboo Health at least five (5) days ahead of time to prepare support representatives.

This process will include both healthcare and non-healthcare roles. Non-healthcare roles will be routed back to the MAPS Administrator for manual review and maintain the original registration date. All non-healthcare roles,

enable or disable this setting. This will be seen under Admin UI new Menu item.

Users can be prompted to Update and Confirm annually on the registration anniversary.

An additional box at the bottom of the page (under the profile sections) will be presented to the user to include a certification statement that the user has to agree to in order to complete the Update and Confirm process. This language is to be determined by the State.

Account holders that fail to review, update, and confirm their AWARxE account information by midnight on the date of the deadline may have their accounts placed into a deactivated status if the State requests to enable this configuration. Following a move to deactivated account status, account holders will be required to contact the MAPS Administrators to update, confirm, and restore access to their account. When the setting of deactivation is set to TRUE:

- The MAPS Administrator will receive email notifications once users are deactivated.
- When a MAPS Administrator reactivates a user, the user should see the Profile confirmation page upon login.

MAPS Administrators will possess the capability to customize the certification statement and working that will appear on the profile confirmation form to users. Furthermore, they can specify which roles should be excluded from receiving emails and appearing the profile confirmation screen.

OUT OF SCOPE: Any requests that are not explicitly outlined under “In Scope” will be considered out of scope and may be subject to new estimates, additional fees, change of delivery timeline, and new change order.

DELIVERABLES:

Service	Price
Setup and implementation of User Update and Confirm workflow	\$25,000.00 (one-time fee) (project completed and billed by 9/30/2024) \$15,000.00 (annual fee) (year 1 completed and billed by 9/30/2024)
TOTAL FOR YEAR 1 (opioid settlement dollars)	\$40,000.00

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs (LARA) to cover the year 1 fees associated to this project from opioid settlement dollars.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Jason Wymer
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WymerJ@michigan.gov
517-256-1014

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA's PMP, MAPS. It is Bamboo Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: MAPS – User Activity Reports (Insight Reports)	Period of Coverage: 10/01/2023 – 09/30/2024
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 01/18/2024
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Jason Wymer	Phone: 517-256-1014

BACKGROUND: Users who may request access to and data from the Michigan Automated Prescription System (MAPS) are outlined under MCL 333.7333a, including but not limited to healthcare professionals, law enforcement, benefit plan managers, and agents of the department. Through the course of an investigation or review of a healthcare professional, users (e.g., law enforcement, department regulatory agent/investigator) may require access to a healthcare professional’s MAPS patient search history, or “user activity report.” To request this type of report, users must complete a paper form and send to MAPS for consideration, and then MAPS Administrators must search and download these reports and send back to the requester.

PROJECT OBJECTIVE: The project objective is to allow MAPS Administrators to grant end users (by setting user role permissions) the ability to submit this type of report request via their online MAPS account, eliminating the need for paper request forms and streamlining the workflow for this type of report.

IN SCOPE: Non-healthcare users will be able to create a new Inisght Report type called ‘User history request.’ This can be enabled or disabled via a setting under Role Permissions.

The search would include First Name, Last Name, Personal DEA #, NPI, Request begin/end date, and a filter for requestor role and include/exclude delegate. A unique identifier (First Name and Last Name or DEA or NPI) and request begin and end date will be required to perform the search. Results will mirror Requests History but would be user based instead and will be available in Insight Reports.

This will use the same workflow permissions and approvals as other Insight reports and add an option to allow inclusion of delegate searches on the query page and if checked as part of the query, those queries would be included in the results page. After the Admin approves or denies the request, the user will receive an email notification. A record cap notification will be displayed if the amount of data requested exceeds the amount of data viewable.

The workflow of this enhancement will be as follows:

- When the MAPS Administrator enables the setting under Role Permissions for Approval Required, the request for User Activity Request will go through the approval process. The end user runs a User Activity Request and the request(s) go to Reports History.
- Reports have 4 status types: In Progress, Ready, In Review, and Rejected. In Review reports are pending Administrator approval. Rejected requests retain the rejection reason. To see the rejection reason, hover over the “Rejected” message in red. To view the results of the report, the user can click on the Report Name in the Report Type column.
- The end user will receive email notification when the request is approved or rejected by the MAPS Administrator.
- The MAPS Administrator can view the requests under ‘Menu > Insight > Reports Processing’ to view,

reject, or approve the request initiated by the user.

OUT OF SCOPE: Any requests that are not explicitly outlined under “In Scope” will be considered out of scope and may be subject to new estimates, additional fees, change of delivery timeline, and new change order.

DELIVERABLES:

Service	Price
Setup and implementation of User History Request Insight Report workflow	\$80,000.00 (one-time fee) (project completed and billed by 9/30/2024)
TOTAL (opioid settlement dollars)	\$80,000.00

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs (LARA) to cover fees associated to this project from opioid settlement dollars.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Jason Wymer
Department of Technology, Management and Budget

Agency Services for Licensing and Regulatory Affairs
WymerJ@michigan.gov
517-256-1014

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA's PMP, MAPS. It is Bamboo Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number 19
 to
 Contract Number 071B6600132

CONTRACTOR	Bamboo Health, Inc.
	9901 Linn Station Rd
	Louisville, KY 40223
	Haley Alder
	502-815-5568
	halder@bamboohealth.com
	CV0060995

STATE	Program Manager	Various	LARA
STATE	Contract Administrator	Jeremy Lyon	DTMB
		(517) 230-2858	
		lyonj5@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	October 7, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	6 months	April 7, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,795,586.03	\$867,525.00	\$20,663,111.03		

DESCRIPTION

Effective 10/10/2023, this contract is hereby extended via Chapter 5.7.6 Useful Life Extension for 6 months to cover continued negotiations. An additional \$867,525.00 is being added to cover this extension. Please see attached quote for further information

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 10/10/2023.

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

AGENCY	NAME	PHONE	EMAIL
LARA	Giget Schlyer	(517) 582-8330	SchlyerG@michigan.gov
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov

Item	Month Billed	Annual Amount (\$)	Bamboo Health – 6-month extension pricing	Bamboo Health – Annual Pricing for “New” Contract
AWARxE Licensing/Maintenance and Support	October	\$413,550.00	\$206,775.00 (October 2023-March 2024)	\$413,550.00
Advanced Analytics	November	\$30,000.00	\$12,500.00 (November 2023-March 2024)	\$30,000.00
NarxCare Maintenance and Support	December	\$456,000.00	\$152,000 (December 2023 – March 2024)	\$456,000.00
ICPSR Extracts to UofM	January	\$5,000.00	\$1,250.00 (January-March 2024)	\$5,000.00
Prescriber Outlier Model	February	\$10,000.00	N/A – We are discontinuing this item	N/A – We are discontinuing this item
Gateway Integrations	Quarterly	\$225,000.00	\$450,000.00 (September 2023-February 2024)	\$900,000.00
OpenBeds	Annually	\$700,000.00	\$45,000.00 (September 15, 2023-October 31, 2023)	N/A – We are discontinuing this item as of October 31, 2023
TOTAL For 6-Month Extension			\$867,525.00	



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 **18**
 to
 Contract Number **071B6600132**

CONTRACTOR	Bamboo Health
	9901 Linn Station Rd
	Louisville, KY 40223
	Haley Alder
	502-815-5568
	halder@bamboohealth.com
	CV0060995

STATE	Program Manager	Various	LARA
Contract Administrator	Jeremy Lyon	DTMB	
	(517) 230-2858		
	lyonj5@michigan.gov		

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,595,586.03	\$200,000.00	\$19,795,586.03		

DESCRIPTION

Effective 4/20/2023, LARA is adding \$200,000 for the MAPS – Wholesale Distributor Dashboard enhancement services detailed in the attached SOW.

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 5/9/2023.

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

AGENCY	NAME	PHONE	EMAIL
LARA	Giget Schlyer	(517) 582-8330	SchlyerG@michigan.gov
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov



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

Project Title: MAPS – Wholesale Distributor Dashboard	Period of Coverage: 01/01/2023 – 12/31/2023
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 04/04/2023
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: The Automated Reports & Consolidated Order System (ARCOS) is an automated, comprehensive drug reporting system which monitors the flow of DEA controlled substances from their point of manufacture through commercial distribution channels to the point of sale or distribution at the dispensing/retail level – hospitals, retail pharmacies, practitioners, and teaching institutions. ARCOS data is an underutilized asset in the fight to curb prescription drug abuse and substance use disorder (SUD). Using the quarterly distribution data, required to be reported to LARA per MCL 333.7303(8), Bamboo Health can help Michigan identify abnormal shipments to pharmacies and practitioners by comparing the shipments to the dispenser’s dispensation data reported to MAPS.

PROJECT OBJECTIVE: The project will provide a solution designed to simplify this process and allow Michigan to leverage this valuable data to identify outliers in the distributor (ARCOS) data, ultimately providing an additional tool to identify and understand risk associated with the distribution of controlled substances.

IN SCOPE:

ARCOS Data Collection

1. Set up a web-based user interface for the state or other submitters to upload ARCOS data files in the ARCOS data format. It is anticipated that the ARCOS data will be submitted quarterly, but the process will accommodate more frequent submissions as needed.
 - a. The state anticipates multiple shipment data submitters providing data to the site on a quarterly basis. The state anticipates approximately 150 data submissions quarterly. Submission volume and/or frequency that substantively differs from this estimate may be subject to additional fees.
2. Bamboo Health will clean and standardize data, identify, and remove duplicates, and populate additional details about facilities and drugs using external reference files.

Risk Assessment Model

A risk assessment model will be based on risk factors and trends, including identifying shipments that are out of character with the historical shipment volume for each receiving pharmacy and its historical average shipment volume. The model will identify when the observed metrics for each variable differ from what is expected, given all other variables in the set. The model will be updated monthly using all historically available shipment data. The risk assessment model will be used to produce a dashboard on outlying shipments.

Dashboard

The dashboard layout is subject to change as Bamboo Health deems appropriate to properly represent outlying behavior. The dashboard will include:

- The ability to filter and sort shipments based on provided variables,

- Individual shipment details for outliers with assigned risk scoring,
- Graphic visualizations, which may include graph metrics such as the average difference in number of pills shipped vs. pills dispensed, and
- Shipment metrics, which may include the top drug type, top label name, and top NDC included in shipments.

Delivery

This report will be delivered to Michigan’s (MAPS) Tableau dashboard and updated nightly.

Timeline

Item	Frequency	ETC
Delivery of ARCOS data to Bamboo Health Inc.	Quarterly	Ongoing, ETA will be provided upon receipt of signed change order.
Delivery of report to Michigan’s (MAPS) Tableau dashboard	Ongoing, updated nightly after initial report delivery	3 months from initial ingestion of a full quarter of ARCOS data for the state.

OUT OF SCOPE: Data ingestion other than the uploads to the web portal.

DELIVERABLES:

Service	Price
Implementation of dashboard and labor associated with setting up state-specific data ingestion and delivery of report(s) through the dashboard.	\$75,000.00 (one-time fee) (year 1 due by 12/31/2023) \$125,000.00 (annual fee) (year 1 due by 12/31/2023)
TOTAL FOR YEAR 1 (opioid settlement dollars)	\$200,000.00

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs (LARA) to cover year 1 fees associated to this project from opioid settlement dollars.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA's PMP, MAPS. It is Bamboo Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number 17
 to
 Contract Number 071B6600132

CONTRACTOR	Bamboo Health
	9901 Linn Station Rd
	Louisville, KY 40223
	Haley Alder
	502-815-5568
	halder@bamboohealth.com
	CV0060995

STATE	Program Manager	Various	LARA
	Contract Administrator	Jeremy Lyon	DTMB
		(517) 230-2858 lyonj5@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,595,586.03	\$0.00	\$19,595,586.03		

DESCRIPTION

Effective 2/22/2023, This change is to reflect revisions to the language for the Standard Contract Terms. Section 8.3 Administrative Fee and Reporting to be removed and listed as reserve. Also, checking no to the extended purchasing box. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
LARA	Giget Schlyer	(517) 582-8330	SchlyerG@michigan.gov
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **16**
 to
 Contract Number **071B6600132**

CONTRACTOR	Bamboo Health
	9901 Linn Station Rd
	Louisville, KY 40223
	Haley Alder
	502-815-5568
	halder@bamboohealth.com
	CV0060995

STATE	Program Manager	Various	LARA
	Contract Administrator	Jeremy Lyon (517) 230-2858 lyonj5@michigan.gov	DTMB

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,445,586.03	\$150,000.00	\$19,595,586.03		

DESCRIPTION

Effective 11/2/2022, this change is for Bamboo Health (formerly known as Appriss Health) to ingest Medicaid patient and provider rosters and link to MAPS data and generate the required reporting metrics. in the dollar amount of \$150,000.

Changing Contractor Name to Haley Alder from Laura Irvin.

Please see attached SOW for further detail.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Heather Laurin	517-284-5303	LaurinH@michigan.gov
LARA	Giget Schlyer	(517) 582-8330	SchlyerG@michigan.gov
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov



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

Project Title: MAPS – SUPPORT Act Section 5042 Reporting Solution	Period of Coverage: 10/01/2022 – 09/14/2023
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 10/06/2022
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: The Substance Use-Disorder Prevention that Promotes Opioid Recovery and Treatment for Patients and Communities (SUPPORT) Act became federal law in 2018; Section 5042, also known as the Medicaid Providers Are Required to Note Experiences in Record Systems to Help In-need Patients (PARTNERSHIP) Act, is part of the SUPPORT Act. Section 5042 introduces Medicaid-specific requirements related to prescription drug monitoring programs (PDMPs), interstate data sharing, and integrations of prescription data into clinical workflows.

Centers for Medicare & Medicaid Services (CMS) is requiring state Medicaid agencies, in this case Michigan Department of Health and Human Services (MDHHS) to report on: (A) Percentage of providers querying the PDMP (MAPS) before prescribing controlled substances, and (B) Aggregate trends related to controlled substance prescribing and demographics.

PROJECT OBJECTIVE: The project objective is for Bamboo Health (formerly known as Appriss Health) to ingest Medicaid patient and provider rosters and link to MAPS data and generate the required reporting metrics.

IN SCOPE: The following requirements are in scope for this project:

Bamboo Health has developed a reporting solution framework for MAPS to seamlessly provide MDHHS with this data in an aggregate format. MDHHS will need to provide patient and provider rosters to MAPS, to be linked to MAPS data and Bamboo Health purchased data to create this report (Note: data ingestion fields are subject to change). These reports will be available provided via the Tableau dashboard for MAPS, and the reporting metrics will include the following:

Section 5042(e)(1)(A) Reporting

(A) The percentage of covered providers (as determined pursuant to a process established by the State) who checked the prescription drug history of a covered individual through a qualified prescription drug monitoring program described in subsection (b) before prescribing to such individual a controlled substance

- **Total Covered Providers** - Number of providers who were approved Medicaid providers per the Medicaid Provider Roster and wrote prescriptions to Medicaid beneficiaries for Controlled Substances during the reporting period.
- **Percentage of Providers - Median** of the Compliance Search Percentage by Medicaid Provider
- **Compliant Search Percentage** - Distinct number of prescriptions for Controlled Substances filled by Medicaid beneficiaries that were written by the Medicaid provider and a PDMP search was executed by the provider or its delegate within **7 days** of the prescription written date divided by Total Covered Providers

Section 5042(e)(1)(B) Reporting

(B) Aggregate trends with respect to prescribing controlled substances such as:

- The quantity of **daily morphine milligram equivalents** prescribed for controlled substances;
- The number and quantity of **daily morphine milligram equivalents** prescribed for controlled substances per covered individual; and
- The types of controlled substances prescribed, including the dates of such prescriptions, the supplies authorized (including the duration of such supplies), and the period of validity of such prescriptions, in different populations (such as individuals who are elderly, individuals with disabilities, and individuals who are enrolled under both this title and title XVIII).

OUT OF SCOPE: The following deliverables are out of scope for this project:

Reporting related to any federal statute outside of Section 5042 of the SUPPORT Act is not included in this scope of work. Any new enhancements or analytics that require additional development work are not part of this scope of work and will require a new Change Order.

DELIVERABLES:

This report will be delivered to the Tableau dashboard for MAPS and updated nightly.

Timeline

Item	Frequency	ETC
Delivery of Medicaid patient and provider rosters to SFTP	Monthly	Ongoing, beginning 10/01/2022
Delivery of report to Tableau dashboard for MAPS	Ongoing, updated nightly after initial report delivery	3 months from initial ingestion of patient and provider rosters

Pricing

Service	Price
Development and ongoing annual support/maintenance	\$150,000.00 (FY23) <i>(Note: See Project Dependency below; MDHHS to cover costs associated to this project via IA and DSA)</i>
TOTAL THROUGH COVERAGE PERIOD	\$150,000.00

PROJECT DEPENDENCY: This project is dependent on fully executed Interagency and Data Sharing Agreements between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs (LARA) to cover the annual fees associated to this project. The reports (output) LARA will provide to MDHHS are dependent on MDHHS providing updated rosters.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Bamboo Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number **15**
 to
 Contract Number **071B6600132**

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Various	LARA
	Contract Administrator	Jeremy Lyon	DTMB
		(517) 230-2858 lyonj5@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

--

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,438,086.03	\$7,500.00	\$19,445,586.03		

DESCRIPTION

Effective 5/11/2022, this change is for Bamboo Health (formerly known as Appriss Health), to complete the work and development to transition Michigan to RxCheck's version 3.0. This change will be in the amount of \$7500.

- Implement new response for RXCheck patient pick list option
- Federated query
- Provider authorization via DEA/NPI validation
- Multi-site state routing
- Modified IEPD
- Upgraded NCPDP interface
- Testing to Support All Changes
- Ongoing Support & Maintenance

Please see attached SOW for further detail.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Heather Laurin	517-284-5303	LaurinH@michigan.gov
LARA	Giget Schlyer	(517) 582-8330	SchlyerG@michigan.gov
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov



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

Project Title: MAPS – RxCheck Upgrade to Version 3.0 (CDC Grant)	Period of Coverage: 04/01/2022 – 08/31/2023
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 04/06/2022
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: The Michigan Department of Health and Human Services (MDHHS) was awarded a grant through the Centers for Disease Control (CDC), specifically titled the Michigan Overdose Data to Action (MODA). The award date was September 1, 2019 and a special condition of this grant is that the Prescription Drug Monitoring Program (PDMP), or in Michigan, MAPS, operated by the Department of Licensing and Regulatory Affairs, requires connection to the RxCheck hub, operated by the Integrated Justice Information System (IJIS). The CDC required connection by June 9, 2021 in order for MDHHS to avoid a penalty that would have exceeded \$1M in the following grant year and possibly future grant years.

The RxCheck hub will be upgraded to version 3.0, with a deadline of April 30, 2022, with requirement for all states to upgrade as previous versions will be unavailable.

PROJECT OBJECTIVE: The project objective is for Bamboo Health (formerly known as Appriss Health), to complete the work and development to transition Michigan to RxCheck’s version 3.0.

IN SCOPE: Bamboo Health will modify the PMP AWA RxE service to accommodate applicable feature changes associated with RxCheck 3.0. This includes the following:

Implement new response for RxCheck patient pick list option:

Update to ProvidePrescriptionDrugHistory SOAP call return ResponseStatus to indicate multiple patients found.

- PMP AWA RxE as the requesting PDMP: we send a normal RequestPatient object. If the disclosing PDMP responds with a picklist response, Bamboo Health will generate a “multiple patients found” response.
- PMP AWA RxE as the disclosing PDMP: if multiple patients are identified, send “Disallowed” response.

Federated query

The RxCheck federated query functionality is available within NCPDP 201.7.071 only. Bamboo Health will continue to support NIEM formats in relation to the RxCheck Hub.

Provider authorization via DEA/NPI validation

Support for provider auth ability based on DEA or NPI. This functionality is enabled via the RxCheck Hub UI. To assist with Provider Auth at RxCheck Hub, Bamboo Health will return the RequestorIdentification element in the PMIX response with requestor data as received in the PMIX request.

Multi-site state routing

This functionality is handled by the SRS, there is no development effort required for Bamboo Health.

Modified IEPD

Update schema (validation and other variations) from NIEM 2.0 to NIEM 4.0

The new framework provides the following updated/additional responses:

- Deferred: Updated to be "multiple patients are found"
- NotSupported: The interface is not supported
- Error: Error processing the request
- Disallowed: The request is not authorized
- VersionMismatch: NIEM IEPD version mismatch

Upgraded NCPDP interface

This feature is not applicable to Bamboo Health.

Testing to Support All Changes

Bamboo Health shall perform simulation testing to ensure that inbound search requests are properly received by State PMP AWARxE from the SRS and that responses from State PMP AWARxE are sent to the SRS. Similarly, Bamboo Health shall perform testing to ensure that outbound search requests originating from State PMP AWARxE are sent to the SRS and that responses from the SRS are properly received by State PMP AWARxE. Successful testing is dependent upon cooperation from all RxCheck vendors.

Ongoing Support & Maintenance

- a. Bamboo Health shall support State SRS 3.0 services within the Bamboo Health environment, such as State PMP AWARxE and State SRS outages. Bamboo Health will NOT be responsible for errors, outages, and data issues outside of PMP AWARxE. Troubleshooting errors inside the SRS 3.0 environment is out of scope for Bamboo Health because the code operating within the SRS 3.0 environment is provided and supported by the RxCheck vendor.
- b. Bamboo Health is not required to provide hardware maintenance or EMR, HIE, Pharmacy Management system platform support to RxCheck sub-state entities.
- c. For all issues associated with data sharing through RxCheck hub, after the RxCheck hub vendor has researched the issue, ruled out the RxCheck hub as the root cause of the issue, and notified Bamboo Health as such, Bamboo Health will research the issue to determine if the State PMP AWARxE or the Bamboo Health-hosted State SRS system are the cause and will promptly resolve any issues stemming from the State PMP AWARxE or the State SRS server. If the RxCheck hub vendor identifies the RxCheck hub as the source of the issue, no action will be required of Bamboo Health.

OUT OF SCOPE: The following deliverables are out of scope for this project:

- State roles are configured by the PMP Administrator within the RxCheck console
- RxCheck sub-state entities such as HIE, EMR or Pharmacy Management Systems are not included within the scope of this project. This includes but is not limited to onboarding, supporting, maintaining, or allowing sub-state connections, database queries, hardware maintenance, technical and non-technical platform support.
- Access to the State PMP by RxCheck sub-state entities from a State(s) outside of State are not included within the scope of this project. This includes but is not limited to onboarding, supporting, maintaining, or allowing sub-state connections, database queries, hardware maintenance, technical and non-technical platform support.
- Bamboo Health support is for State PMP AWARxE and Bamboo Health-hosted State SRS only; support of RxCheck, other PDMPs, and other SRSs is not included
- Support needed to troubleshoot/research technology or incidents that are outside of the Bamboo Health environment, including but not limited to, RxCheck outages, RxCheck delays, errors returned from RxCheck, outages or errors returned from non-State SRSs, bad data, no data returned from RxCheck, and other PDMPs is not included.

- Support for outages, errors, or data questions attributed to the operation of the RxCheck vendor-provided SRS software that operates within the State SRS is not included. Debugging and support of the RxCheck vendor-provided source and binary code for the SRS is also not included.
- All changes are subject to the technical specifications provided by RxCheck vendor documentation for RxCheck 3.0 only. Any future changes to RxCheck 3.0 that require additional work are not part of this change order SOW and estimate.

DELIVERABLES:

Service	Price
Work associated with changes to support transition to RxCheck Version 3.0.	\$7,500.00 (one-time fee) (FY22)
TOTAL THROUGH COVERAGE PERIOD	\$7,500.00

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs to cover fees for this project through MDHHS' CDC MODA grant.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
 Licensing and Regulatory Affairs
 Bureau of Professional Licensing
WinansH@michigan.gov
 517-335-3652

The designated DTMB Project Manager is:

Stu Willard
 Department of Technology, Management and Budget
 Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
 517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
LANSING

MICHELLE LANGE
ACTING DIRECTOR

May 12, 2022

Ms. Lara Irvin
9901 Linn Station Rd
Louisville, KY 40223
Via email to: lirvin@appriss.com

State of Michigan Contract # 071B6600132

Dear Ms. Irvin:

Please let this serve as a formal notice to Appriss Inc. that the State of Michigan has chosen to exercise its right to cancel certain portions of Change Notice 14 ("CN14") of Contract 071B6600132. Specifically, this termination applies to the extension of licensing subscription costs for FY22 and FY23 for the hc1 Appriss Opioid Dashboard™ ("hc1 AOD"). This termination only applies to the use of the hc1 AOD and not to any other provisions within CN14.

This termination is made pursuant to the "*Termination for Convenience*" provision found in §7.2 of the Standard Contract Terms, which states, in part, "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, or (b) continue to perform in accordance with §7.3. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available."

All Appriss services and deliverables as detailed above must cease effective immediately at the conclusion of business day on May 16, 2022. Please note that this termination is not applicable to any other deliverables under this contract. The annual fee of \$250,000, applicable to the hc1 AOD tool and incurred for subscription year, beginning on 12/01/2021 and through 11/31/2022, must be prorated through 5/16/2022. Please submit your invoice for \$114,383.56, which includes the State's use of the hc1 AOD tool for the duration of 167 of the 365 days of the annual subscription, at your earliest convenience.

Ms. Lara Irvin
Page 2
May 12, 2022

The State has selected not to require any transitional services by Appriss upon the termination of the subscription of the hc1 AOD tool.

Per §7.4 (c.ii and c.iii), Appriss is required to permanently erase all State Confidential information from its computer systems and provide a certification to the State's Program Manager, Ms. Giget Schlyer, in writing that all applicable requirements in §7 have been completed. The State does not require Appriss to return any of the State's Confidential Information, as referred to §7.4 (c.i).

The State wishes to complete this process as soon as reasonably possible; please contact me directly to acknowledge receipt of this Notice of Termination, as well if you have any questions or concerns.

Thank you for your assistance in this matter.

Sincerely,

Vera Grishkina
Supplier Relations Management
Central Procurement Services—Customer Experience
Department of Technology Management and Budget
State of Michigan
Cell: 517-256-4549
GrishkinaV1@michigan.gov



CC:
Giget Schlyer
Jeremy Lyon
Haley Winans



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

CONTRACT CHANGE NOTICE

Change Notice Number 15
 to
 Contract Number 071B6600132

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Various	LARA
	Contract Administrator	Jeremy Lyon (517) 230-2858 lyonj5@michigan.gov	DTMB

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

--

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,438,086.03	\$7,500.00	\$19,445,586.03		

DESCRIPTION

Effective 5/11/2022, this change is for Bamboo Health (formerly known as Appriss Health), to complete the work and development to transition Michigan to RxCheck's version 3.0. This change will be in the amount of \$7500.

- Implement new response for RXCheck patient pick list option
- Federated query
- Provider authorization via DEA/NPI validation
- Multi-site state routing
- Modified IEPD
- Upgraded NCPDP interface
- Testing to Support All Changes
- Ongoing Support & Maintenance

Please see attached SOW for further detail.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Heather Laurin	517-284-5303	LaurinH@michigan.gov
LARA	Giget Schlyer	(517) 582-8330	SchlyerG@michigan.gov
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov



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

Project Title: MAPS – RxCheck Upgrade to Version 3.0 (CDC Grant)	Period of Coverage: 04/01/2022 – 08/31/2023
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 04/06/2022
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: The Michigan Department of Health and Human Services (MDHHS) was awarded a grant through the Centers for Disease Control (CDC), specifically titled the Michigan Overdose Data to Action (MODA). The award date was September 1, 2019 and a special condition of this grant is that the Prescription Drug Monitoring Program (PDMP), or in Michigan, MAPS, operated by the Department of Licensing and Regulatory Affairs, requires connection to the RxCheck hub, operated by the Integrated Justice Information System (IJIS). The CDC required connection by June 9, 2021 in order for MDHHS to avoid a penalty that would have exceeded \$1M in the following grant year and possibly future grant years.

The RxCheck hub will be upgraded to version 3.0, with a deadline of April 30, 2022, with requirement for all states to upgrade as previous versions will be unavailable.

PROJECT OBJECTIVE: The project objective is for Bamboo Health (formerly known as Appriss Health), to complete the work and development to transition Michigan to RxCheck’s version 3.0.

IN SCOPE: Bamboo Health will modify the PMP AWA RxE service to accommodate applicable feature changes associated with RxCheck 3.0. This includes the following:

Implement new response for RxCheck patient pick list option:

Update to ProvidePrescriptionDrugHistory SOAP call return ResponseStatus to indicate multiple patients found.

- PMP AWA RxE as the requesting PDMP: we send a normal RequestPatient object. If the disclosing PDMP responds with a picklist response, Bamboo Health will generate a “multiple patients found” response.
- PMP AWA RxE as the disclosing PDMP: if multiple patients are identified, send “Disallowed” response.

Federated query

The RxCheck federated query functionality is available within NCPDP 201.7.071 only. Bamboo Health will continue to support NIEM formats in relation to the RxCheck Hub.

Provider authorization via DEA/NPI validation

Support for provider auth ability based on DEA or NPI. This functionality is enabled via the RxCheck Hub UI. To assist with Provider Auth at RxCheck Hub, Bamboo Health will return the RequestorIdentification element in the PMIX response with requestor data as received in the PMIX request.

Multi-site state routing

This functionality is handled by the SRS, there is no development effort required for Bamboo Health.

Modified IEPD

Update schema (validation and other variations) from NIEM 2.0 to NIEM 4.0

The new framework provides the following updated/additional responses:

- Deferred: Updated to be "multiple patients are found"
- NotSupported: The interface is not supported
- Error: Error processing the request
- Disallowed: The request is not authorized
- VersionMismatch: NIEM IEPD version mismatch

Upgraded NCPDP interface

This feature is not applicable to Bamboo Health.

Testing to Support All Changes

Bamboo Health shall perform simulation testing to ensure that inbound search requests are properly received by State PMP AWARxE from the SRS and that responses from State PMP AWARxE are sent to the SRS. Similarly, Bamboo Health shall perform testing to ensure that outbound search requests originating from State PMP AWARxE are sent to the SRS and that responses from the SRS are properly received by State PMP AWARxE. Successful testing is dependent upon cooperation from all RxCheck vendors.

Ongoing Support & Maintenance

- a. Bamboo Health shall support State SRS 3.0 services within the Bamboo Health environment, such as State PMP AWARxE and State SRS outages. Bamboo Health will NOT be responsible for errors, outages, and data issues outside of PMP AWARxE. Troubleshooting errors inside the SRS 3.0 environment is out of scope for Bamboo Health because the code operating within the SRS 3.0 environment is provided and supported by the RxCheck vendor.
- b. Bamboo Health is not required to provide hardware maintenance or EMR, HIE, Pharmacy Management system platform support to RxCheck sub-state entities.
- c. For all issues associated with data sharing through RxCheck hub, after the RxCheck hub vendor has researched the issue, ruled out the RxCheck hub as the root cause of the issue, and notified Bamboo Health as such, Bamboo Health will research the issue to determine if the State PMP AWARxE or the Bamboo Health-hosted State SRS system are the cause and will promptly resolve any issues stemming from the State PMP AWARxE or the State SRS server. If the RxCheck hub vendor identifies the RxCheck hub as the source of the issue, no action will be required of Bamboo Health.

OUT OF SCOPE: The following deliverables are out of scope for this project:

- State roles are configured by the PMP Administrator within the RxCheck console
- RxCheck sub-state entities such as HIE, EMR or Pharmacy Management Systems are not included within the scope of this project. This includes but is not limited to onboarding, supporting, maintaining, or allowing sub-state connections, database queries, hardware maintenance, technical and non-technical platform support.
- Access to the State PMP by RxCheck sub-state entities from a State(s) outside of State are not included within the scope of this project. This includes but is not limited to onboarding, supporting, maintaining, or allowing sub-state connections, database queries, hardware maintenance, technical and non-technical platform support.
- Bamboo Health support is for State PMP AWARxE and Bamboo Health-hosted State SRS only; support of RxCheck, other PDMPs, and other SRSs is not included
- Support needed to troubleshoot/research technology or incidents that are outside of the Bamboo Health environment, including but not limited to, RxCheck outages, RxCheck delays, errors returned from RxCheck, outages or errors returned from non-State SRSs, bad data, no data returned from RxCheck, and other PDMPs is not included.

- Support for outages, errors, or data questions attributed to the operation of the RxCheck vendor-provided SRS software that operates within the State SRS is not included. Debugging and support of the RxCheck vendor-provided source and binary code for the SRS is also not included.
- All changes are subject to the technical specifications provided by RxCheck vendor documentation for RxCheck 3.0 only. Any future changes to RxCheck 3.0 that require additional work are not part of this change order SOW and estimate.

DELIVERABLES:

Service	Price
Work associated with changes to support transition to RxCheck Version 3.0.	\$7,500.00 (one-time fee) (FY22)
TOTAL THROUGH COVERAGE PERIOD	\$7,500.00

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs to cover fees for this project through MDHHS’ CDC MODA grant.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
 Licensing and Regulatory Affairs
 Bureau of Professional Licensing
WinansH@michigan.gov
 517-335-3652

The designated DTMB Project Manager is:

Stu Willard
 Department of Technology, Management and Budget
 Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
 517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
LANSING

MICHELLE LANGE
ACTING DIRECTOR

May 12, 2022

Ms. Lara Irvin
9901 Linn Station Rd
Louisville, KY 40223
Via email to: lirvin@appriss.com

State of Michigan Contract # 071B6600132

Dear Ms. Irvin:

Please let this serve as a formal notice to Appriss Inc. that the State of Michigan has chosen to exercise its right to cancel certain portions of Change Notice 14 ("CN14") of Contract 071B6600132. Specifically, this termination applies to the extension of licensing subscription costs for FY22 and FY23 for the hc1 Appriss Opioid Dashboard™ ("hc1 AOD"). This termination only applies to the use of the hc1 AOD and not to any other provisions within CN14.

This termination is made pursuant to the "*Termination for Convenience*" provision found in §7.2 of the Standard Contract Terms, which states, in part, "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, or (b) continue to perform in accordance with §7.3. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available."

All Appriss services and deliverables as detailed above must cease effective immediately at the conclusion of business day on May 16, 2022. Please note that this termination is not applicable to any other deliverables under this contract. The annual fee of \$250,000, applicable to the hc1 AOD tool and incurred for subscription year, beginning on 12/01/2021 and through 11/31/2022, must be prorated through 5/16/2022. Please submit your invoice for \$114,383.56, which includes the State's use of the hc1 AOD tool for the duration of 167 of the 365 days of the annual subscription, at your earliest convenience.

Ms. Lara Irvin
Page 2
May 12, 2022

The State has selected not to require any transitional services by Appriss upon the termination of the subscription of the hc1 AOD tool.

Per §7.4 (c.ii and c.iii), Appriss is required to permanently erase all State Confidential information from its computer systems and provide a certification to the State's Program Manager, Ms. Giget Schlyer, in writing that all applicable requirements in §7 have been completed. The State does not require Appriss to return any of the State's Confidential Information, as referred to §7.4 (c.i).

The State wishes to complete this process as soon as reasonably possible; please contact me directly to acknowledge receipt of this Notice of Termination, as well if you have any questions or concerns.

Thank you for your assistance in this matter.

Sincerely,

Vera Grishkina
Supplier Relations Management
Central Procurement Services—Customer Experience
Department of Technology Management and Budget
State of Michigan
Cell: 517-256-4549
GrishkinaV1@michigan.gov



CC:
Giget Schlyer
Jeremy Lyon
Haley Winans



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

CONTRACT CHANGE NOTICE

Change Notice Number 14
 to
 Contract Number 071B6600132

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	LARA
		517-284-7941	
		GajdaT@michigan.gov	
	Contract Administrator	Christopher Martin	DTMB
		(517) 643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 years	<input type="checkbox"/>		September 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,806,878.50	\$5,631,207.53	\$19,438,086.03		

DESCRIPTION

Effective 8/24/2021, the State exercises the two available option years and adds \$5,631,207.53 to add funding to already established services being provided as part of the existing contract, to utilize the 2 option years and to add funding for FY22 and FY23 licensing subscriptions costs, support and maintenance for the established services being provided and to add additional functionality as defined in attached Statements of Work.

- 1) MAPS PMP AWAxR – Custom Request Period by User Role – CDC Grant
- 2) Statewide NarxCare Integrations Project (Cont. Coverage)
- 3) Statewide NarxCare Integrations Project (Cont. Coverage) – CDC Grant
- 4) MAPS – Overdose Overlays (cont.)

5) MAPS – RxCheck Connection (CDC Grant)

6) MAPS PMP AWARe – PDF Download Manager (CDC Grant)

7) Appriss Health OpenBeds® Project (Revised and Updated)



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

Project Title: MAPS PMP AWARxE – Custom Request Period by User Role – CDC Grant	Period of Coverage: 06/01/2021 – 03/31/2022
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 06/29/2021
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: Users who may request access to the Michigan Automated Prescription System (MAPS) are outlined under MCL 333.7333a, including but not limited to healthcare professionals, law enforcement, benefit plan managers, and agents of the department. The record retention of MAPS data is a rolling 5 years. Within Appriss Health’s PMP AWARxE platform, users requesting patient reports currently have the ability to request up to 2.5 years of data. Some investigations (e.g. law enforcement or regulatory) require patient data older than 2.5 years to conduct and/or complete a thorough investigation.

PROJECT OBJECTIVE: The project objective is create the ability for the MAPS Administrator to set extended search date ranges beyond 2.5 years, up to 5 years, for specific user roles within MAPS.

IN SCOPE: The following requirements are in scope for this project:

- Access to expanded search date range permission would be configured by role under Administrator > User Administration > Role Permission
- Administrator would enter the custom search date rangers under the Administrator Settings > Data > Report Date Limits. This section would also include functionality to identify which roles have the expanded date ranges by report, like existing functionality in PMP AWARxE for the Administrator to add report disclaimers by role and associate to a specific report.
- Includes ability to expand search date ranges to the following PMP AWARxE reports, by role and by report type, including: basic AWARxE patient request, NarxCare patient request, request history, bulk patient search, prescriber activity report, dispenser activity report, investigative patient report, and patient history request

OUT OF SCOPE: The following deliverables are out of scope for this project:

- No default changes to the AWARxE patient report or NarxCare patient report search date range. All configurable date ranges for reports must be permission assigned to a role by Administrator.
- No retroactive tasks will be conducted.
- Patient reports visible in Report History will not be impacted and will be viewed as they were when the original query was ran.
- The following AWARxE reports will not be included in the ability to customize search data range: Insights – DEA, Medical Marijuana Card Holder, Reports History, Reports Processing
RxSearch – MyRx, Pharmacy Rx, Request History, Request Processing, Prescriber Reports, Requests Approval, Mandatory Use
- No changes will be made to Tableau or Jasper analytic tools.
- Any requests that are not explicitly outlined under “In Scope” above will be considered out of scope and subject to new estimates, fees, delivery timeline, and a new Change Notice.

DELIVERABLES:

Service	Price
Setup and implementation of customizable patient search date ranges by user role(s) within PMP AWARDx	\$43,200.00 (one-time fee)

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs to cover fees for this enhancement through MDHHS' CDC MODA grant, and this Statement of Work is being submitted to obligate and cover fees for this enhancement through MDHHS' CDC MODA grant.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: Statewide NarxCare Integrations Project (Cont. Coverage) – CDC Grant	Period of Coverage: 06/01/2021 – 12/31/2021
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 06/29/2021
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: The State of Michigan Department of Licensing and Regulatory Affairs (LARA) is looking to increase utilization of Michigan’s Prescription Monitoring Program (PMP), the Michigan Automated Prescription System (MAPS), data within clinical workflows – both at the physician end and pharmacist end.

To increase the efficiency and effectiveness of MAPS, LARA, who has the responsibility to run MAPS has embarked on a path to improve interoperability of MAPS data. The end-goal is to provide all authorized healthcare entities – ambulatory care units, acute care facilities, emergency care units, pharmacies and others – the ability to integrate MAPS data via NarxCare into their Health IT systems, be they Electronic Medical Records (EMRs), Electronic Health Records (EHRs) or Pharmacy Dispensation Systems.

PROJECT OBJECTIVE: The project objective is to integrate MAPS within clinical workflows and continue coverage for the 50,000+ providers already integrated. This project is specific to Michigan healthcare entities.

SCOPE OF WORK: To leverage PMP Gateway, an integration technology service from Appriss Health, to ultimately integrate MAPS data into every physician’s and pharmacist’s workflow in Michigan.

OUT OF SCOPE: Any development/customization work from Appriss Health on the healthcare organization’s health IT system or on the PMP System itself. Also excluded are any modifications or customizations to the underlying PMP system or third party systems such as PMP InterConnect.

PERIOD OF PERFORMANCE:

The period of performance for the Statewide NarxCare Integration Project commences on the effective date of the contract for this service and receipt of a purchase order. This project is ongoing and will onboard and provide continued coverage to healthcare organizations to access and integrate MAPS into physician and pharmacist workflows until the end of the contract. At present, this project is expected to continue from the contract execution date through August 31, 2023 with possible extensions beyond.

WORK REQUIREMENTS:

As part of the Statewide NarxCare Integration Project, Appriss Health will be responsible for performing various tasks throughout the project. The following is a representative list of tasks that will be necessary for the success of the project.

Both the State Department of Licensing and Regulatory Affairs and Appriss Health agree to review the progress of the project on a regular basis and adjust the plan to accomplish the overall project objectives, as set forth by the State Department of Licensing and Regulatory Affairs. The frequency of these meetings will be determined by the LARA MAPS Administrator and Appriss Health.

Appriss Health will provide a solution to authorized healthcare entities in Michigan that wish to integrate LARA PMP data into clinical workflows. The solution will include technical know-how, integration software and

ongoing support services to authorized healthcare entities through designated IT support personnel of said entities.

Appriss Health will provide an integration service, PMP Gateway that provides Health IT Systems (Electronic Health Records, Pharmacy Management Systems, etc.) of authorized healthcare organizations the ability to make requests for patient reports from PMPs on behalf of authorized users, and receive prescription reports from the responding PMP.

The Michigan State Department of Licensing and Regulatory Affairs and Appriss Health will develop an Integration Request Form and Terms and Conditions to be signed by healthcare entities before they can subscribe to the integration services. Any healthcare entity (PMP Gateway subscriber) interested in integrating LARA MAPS data into workflows of authorized users will accept the Terms and Conditions prior to accessing the integration services.

Appriss Health will provide subscriber with technical documentation (the Application Programming Interface) that describes how to connect to, and use PMP Gateway. If subscriber is utilizing a health IT system (EMR) that has already connected to PMP Gateway, Appriss Health will make the subscriber aware of it. Subscriber will then work with the vendor of the health IT system to procure the required code/services to accelerate the integration. Appriss Health will not charge the subscriber, any startup or recurring fees for said integration. However, any charges from the Health IT vendor to provide the code/services to affect such integration will be the responsibility of the subscriber.

Appriss Health will provide a test environment where the licensee is able to test their integration before utilizing the integration technology against the live LARA MAPS system.

Appriss Health will provide the subscribing organization's IT with technical support as required during the implementation phase and while in production.

Subscriber agrees to designate a point of contact for the end-users (defined as any authorized user of LARA MAPS who is an employee of, or contractor to the subscriber's organization) in case the end-users have support needs. Appriss Health will work with subscriber's point of contact to diagnose and resolve any issues related to the integration services.

Appriss Health will provide LARA (MAPS) information regarding the use of the integration services by subscribers. Said information includes, but is not limited to: subscribing organization name, number of transactions from subscribing organization to LARA MAPS within any timeframe, specific users within subscribing organization that have requested LARA MAPS reports, and specific facilities from which subscribing organization's authorized users have requested LARA MAPS reports.

STANDARD SERVICE FEATURES:

The standard capabilities provided with the PMP Gateway® service are:

Client Interface – A web service interface that can be invoked by the Health IT system (such as an EHR/EMR, or Pharmacy Management System) of an authorized healthcare organization (Health System, Pharmacy Chain, Integrated Delivery Network, etc.).

Requestor Provisioning Service – Managed by Appriss Health, this module is utilized to provision healthcare organizations to PMP Gateway. An order form that is mutually agreed upon by the State of Michigan Department of Licensing and Regulatory Affairs and Appriss Health will be filled out by the requesting healthcare organization prior to provisioning. Upon provisioning, a message is sent to the LARA MAPS Administrator to review and authorize the requesting healthcare organization to connect to the MAPS via PMP Gateway.

Authorization Module for LARA MAPS Administrator – Accessible via the Administrator console of PMP InterConnect, this module provides the LARA MAPS Administrator the ability to authorize a requesting healthcare organization (e.g., the EHR of an ambulatory care practice in Michigan) to access MAPS data through the PMP Gateway.

Run-Time Services – The run-time services enforce the authorization rules set forth by the LARA MAPS Administrator and process incoming requests from the Health IT System.

Reporting Services – PMP Gateway will provide regular reports to the LARA MAPS Administrator relating to the usage of the PMP Gateway service by authorized healthcare organizations. The reports include, but are not limited to usage metrics drilled down by various attributes. Usage reports include, but are not limited to usage metrics by healthcare organization, usage metrics by facility, usage metrics by authorized user within a healthcare facility (including a pharmacy), and specific patient reports accessed via PMP Gateway with cross-references to the response identifier provided by the underlying PMP system. The aforementioned reports can be exported by the authorized LARA MAPS Administrator as a Comma Separated Values (CSV) file.

Technical Support – Appriss Health will operate a 24x7x365 support center to receive incoming support requests from designated IT support personnel within authorized healthcare organizations. Support requests are routed to the appropriate organization/department for response.

Integration Support – Appriss Health will provide technical assistance to authorized healthcare organizations in integrating their Health IT System to PMP Gateway and testing the integration.

DELIVERABLES:

Fees

Service	Milestone (\$)	Invoice Due Date
PMP Gateway licensing, integration onboarding, maintenance and support Workflow for ongoing management of integration requests, development, and implementation of integrations with Health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.	\$300,000 (coverage for September 2021 – December 2021)	12/31/2021
TOTAL THROUGH COVERAGE PERIOD	\$300,000	

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs to cover fees for this project through MDHHS’ CDC MODA grant, and this Statement of Work is being submitted to obligate and cover fees for this project through MDHHS’ CDC MODA grant.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

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PROJECT CONTACTS:

The designated Agency Project Manager is:

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Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

EXPECTED VENDOR WORK HOURS AND CONDITIONS:

Deliverable-based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: Statewide NarxCare Integrations Project (Cont. Coverage)	Period of Coverage: 01/01/2022 – 08/31/2023
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 06/29/2021
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: The State of Michigan Department of Licensing and Regulatory Affairs (LARA) is looking to increase utilization of Michigan's Prescription Monitoring Program (PMP), the Michigan Automated Prescription System (MAPS), data within clinical workflows – both at the physician end and pharmacist end.

To increase the efficiency and effectiveness of MAPS, LARA, who has the responsibility to run MAPS has embarked on a path to improve interoperability of MAPS data. The end-goal is to provide all authorized healthcare entities – ambulatory care units, acute care facilities, emergency care units, pharmacies and others – the ability to integrate MAPS data via NarxCare into their Health IT systems, be they Electronic Medical Records (EMRs), Electronic Health Records (EHRs) or Pharmacy Dispensation Systems.

PROJECT OBJECTIVE: The project objective is to integrate MAPS within clinical workflows and continue coverage for the 50,000+ providers already integrated. This project is specific to Michigan healthcare entities.

SCOPE OF WORK: To leverage PMP Gateway, an integration technology service from Appriss Health, to ultimately integrate MAPS data into every physician's and pharmacist's workflow in Michigan.

OUT OF SCOPE: Any development/customization work from Appriss Health on the healthcare organization's health IT system or on the PMP System itself. Also excluded are any modifications or customizations to the underlying PMP system or third party systems such as PMP InterConnect.

PERIOD OF PERFORMANCE:

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WORK REQUIREMENTS:

As part of the Statewide NarxCare Integration Project, Appriss Health will be responsible for performing various tasks throughout the project. The following is a representative list of tasks that will be necessary for the success of the project.

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Appriss Health will provide a solution to authorized healthcare entities in Michigan that wish to integrate LARA PMP data into clinical workflows. The solution will include technical know-how, integration software and

ongoing support services to authorized healthcare entities through designated IT support personnel of said entities.

Appriss Health will provide an integration service, PMP Gateway that provides Health IT Systems (Electronic Health Records, Pharmacy Management Systems, etc.) of authorized healthcare organizations the ability to make requests for patient reports from PMPs on behalf of authorized users, and receive prescription reports from the responding PMP.

The Michigan State Department of Licensing and Regulatory Affairs and Appriss Health will develop an Integration Request Form and Terms and Conditions to be signed by healthcare entities before they can subscribe to the integration services. Any healthcare entity (PMP Gateway subscriber) interested in integrating LARA MAPS data into workflows of authorized users will accept the Terms and Conditions prior to accessing the integration services.

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Appriss Health will provide a test environment where the licensee is able to test their integration before utilizing the integration technology against the live LARA MAPS system.

Appriss Health will provide the subscribing organization's IT with technical support as required during the implementation phase and while in production.

Subscriber agrees to designate a point of contact for the end-users (defined as any authorized user of LARA MAPS who is an employee of, or contractor to the subscriber's organization) in case the end-users have support needs. Appriss Health will work with subscriber's point of contact to diagnose and resolve any issues related to the integration services.

Appriss Health will provide LARA (MAPS) information regarding the use of the integration services by subscribers. Said information includes, but is not limited to: subscribing organization name, number of transactions from subscribing organization to LARA MAPS within any timeframe, specific users within subscribing organization that have requested LARA MAPS reports, and specific facilities from which subscribing organization's authorized users have requested LARA MAPS reports.

STANDARD SERVICE FEATURES:

The standard capabilities provided with the PMP Gateway® service are:

Client Interface – A web service interface that can be invoked by the Health IT system (such as an EHR/EMR, or Pharmacy Management System) of an authorized healthcare organization (Health System, Pharmacy Chain, Integrated Delivery Network, etc.).

Requestor Provisioning Service – Managed by Appriss Health, this module is utilized to provision healthcare organizations to PMP Gateway. An order form that is mutually agreed upon by the State of Michigan Department of Licensing and Regulatory Affairs and Appriss Health will be filled out by the requesting healthcare organization prior to provisioning. Upon provisioning, a message is sent to the LARA MAPS Administrator to review and authorize the requesting healthcare organization to connect to the MAPS via PMP Gateway.

Authorization Module for LARA MAPS Administrator – Accessible via the Administrator console of PMP InterConnect, this module provides the LARA MAPS Administrator the ability to authorize a requesting healthcare organization (e.g., the EHR of an ambulatory care practice in Michigan) to access MAPS data through the PMP Gateway.

Run-Time Services – The run-time services enforce the authorization rules set forth by the LARA MAPS Administrator and process incoming requests from the Health IT System.

Reporting Services – PMP Gateway will provide regular reports to the LARA MAPS Administrator relating to the usage of the PMP Gateway service by authorized healthcare organizations. The reports include, but are not limited to usage metrics drilled down by various attributes. Usage reports include, but are not limited to usage metrics by healthcare organization, usage metrics by facility, usage metrics by authorized user within a healthcare facility (including a pharmacy), and specific patient reports accessed via PMP Gateway with cross-references to the response identifier provided by the underlying PMP system. The aforementioned reports can be exported by the authorized LARA MAPS Administrator as a Comma Separated Values (CSV) file.

Technical Support – Appriss Health will operate a 24x7x365 support center to receive incoming support requests from designated IT support personnel within authorized healthcare organizations. Support requests are routed to the appropriate organization/department for response.

Integration Support – Appriss Health will provide technical assistance to authorized healthcare organizations in integrating their Health IT System to PMP Gateway and testing the integration.

DELIVERABLES:

Fees

Service	Milestone (\$)	Invoice Due Date
PMP Gateway licensing, integration onboarding, maintenance and support Workflow for ongoing management of integration requests, development, and implementation of integrations with Health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.	\$225,000.00 (01/01/2022 - 03/31/2022)	3/31/2022
	\$225,000.00 (04/01/2022 – 06/30/2022)	6/30/2022
	\$225,000.00 (07/01/2022 – 09/30/2022)	9/30/2022
	\$225,000.00 (10/01/2022 – 12/31/2022)	12/31/2022
	\$225,000.00 (01/01/2023 – 03/31/2023)	3/31/2023
	\$225,000.00 (04/01/2023 – 06/30/2023)	6/30/2023
	\$150,000.00 (07/01/2023 – 08/31/2023)	8/31/2023
TOTAL THROUGH COVERAGE PERIOD	\$1,500,000.00	

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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 and 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

EXPECTED VENDOR WORK HOURS AND CONDITIONS:

Deliverable-based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: MAPS – Overdose Overlays (cont.)	Period of Coverage: 06/01/2021 – 09/14/2023
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 06/29/2021
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: The Michigan Department of Health and Human Services (MDHHS) provides the Department of Licensing and Regulatory Affairs (LARA) overdose decedent data by year to overlay with MAPS, which is used to support regulatory investigations of prescribers and dispensers who may be involved with overprescribing, overdosing, and/or drug diversion of controlled substances.

PROJECT OBJECTIVE: For each year of overdose data received, the objective is to overlay those decedents with MAPS data for one year prior to the decedent’s date of death.

IN SCOPE: The following requirements are in scope for this project:

- The file provided to Appriss to overlay will include but is not limited to the following data fields: death certification number, the type of drug found in system at time of death, patient county, date of death, date of birth, gender, patient name, and patient address.
- The file received from Appriss will return to MAPS via an sFTP process and will contain MAPS information for the 12 months prior to death. The file will include: patient first name, patient last name, patient date of birth, patient address, dispenser information, prescriber information, and prescription information.

OUT OF SCOPE: The following deliverables are out of scope for this project:

- Custom reporting or audit capabilities are not requested at this time and will not be provided as part of this change.
- Further modifications to the Request Processing page or AWARe (substantive or cosmetic), further customization of metrics, or further changes required due to statute modifications that may be implemented prior to go live of this request would be considered out of scope for this project.

DELIVERABLES:

Service	Price
Overlay and deliver MAPS overdose file (overlaid with MAPS) via sFTP	\$1,500.00 (for each year of data overlaid)
TOTAL FOR COVERAGE PERIOD	\$3,000.00

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

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EXPENSES:

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PROJECT CONTACTS:

The designated Agency Project Manager is:

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Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

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It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

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

Project Title: MAPS – RxCheck Connection (CDC Grant)	Period of Coverage: 06/01/2021 – 08/31/2022
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 06/29/2021
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: The Michigan Department of Health and Human Services (MDHHS) was awarded a grant through the Centers for Disease Control (CDC), specifically titled the Michigan Overdose Data to Action (MODA). The award date was September 1, 2019 and a special condition of this grant is that the Prescription Drug Monitoring Program (PDMP), or in Michigan, MAPS, operated by the Department of Licensing and Regulatory Affairs, requires connection to the RxCheck hub, operated by the Integrated Justice Information System (IJIS). The CDC required connection by June 9, 2021 in order for MDHHS to avoid a penalty that would have exceeded \$1M in the following grant year and possibly future grant years.

PROJECT OBJECTIVE: The project objective is for Appriss Health to complete setup and connection between MAPS and RxCheck, and to assist in testing – required to be considered fully compliant with the grant special condition.

IN SCOPE: The following requirements are in scope for this project:

- Michigan PMP AWA RxE enhancements to support RxCheck 2.0
- PMP AWA RxE user interface enhancement to support RxCheck 2.0 connectivity
- Project timeline and communications as defined above
- Michigan SRS server setup
- Network/connectivity and security configuration
- RxCheck console configurations
- X.509 certificates
- Applicable network amendments
- Support connecting Michigan AWA RxE to any state PDMP sites, as agreed upon
- Support of the infrastructure hosting the Michigan SRS 2.0 services within the Appriss environment and the PMP AWA RxE services used to integrate with the SRS. This support excludes any outages, errors, or data questions attributed to the operation of the RxCheck vendor-provided SRS software.
- Testing to support all changes made by Appriss
- Ongoing support and maintenance as defined within the change order
- Audit logs that conform to current NIEM/PMIX payload to be used by Appriss for system auditing and debugging purposes as needed.

OUT OF SCOPE: The following deliverables are out of scope for this project:

- Michigan state roles are configured by the PMP Administrator within the RxCheck console.
- RxCheck sub-state entities such as HIE, EMR, or Pharmacy Management Systems are not included within the scope of this project. This includes but is not limited to onboarding, supporting, maintaining, or allowing sub-state connections, database queries, hardware maintenance, technical and non-technical platform support.
- Access to the Michigan PMP by RxCheck sub-state entities from a State(s) outside of Michigan are not included within the scope of this project. This includes but is not limited to onboarding, supporting,

maintaining, or allowing sub-state connections, database queries, hardware maintenance, technical and non-technical platform support.

- Appriss support is for Michigan PMP AWAxE and Appriss-hosted Michigan SRS only; support of RxCheck, other PDMPs, and other SRSs is not included.
- Support needed to troubleshoot/research technology or incidents that are outside of the Appriss environment, including but not limited to, RxCheck outages, RxCheck delays, errors returned from RxCheck, outages or errors returned from non-Michigan SRSs, bad data, no data returned from RxCheck, and other PDMPs is not included.
- Support for outages, errors, or data questions attributed to the operation of the RxCheck vendor-provided SRS software that operates within the Michigan SRS is not included. Debugging and support of the RxCheck vendor-provided source and binary code for the SRS is also not included.
- All changes are subject to technical specifications provided by the RxCheck vendor documentation for RxCheck 2.0 only. Any future changes to RxCheck 2.0 that require additional work are not part of this change order SOW and estimate.

DELIVERABLES:

Service	Price
Setup and Implementation – includes AWAxE-support RxCheck roles, implementation cost-prep, support testing cost-prep, implementation cost-production, and support testing cost-production	\$60,000.00 (one-time fee) (FY21)
Ongoing – includes hosting (1) SRS server cost-production and support and maintenance cost	\$22,000.00 (annually) (FY21 and FY22)
TOTAL THROUGH COVERAGE PERIOD	\$104,000.00

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs to cover fees for this project through MDHHS’ CDC MODA grant, and this Statement of Work is being submitted to obligate and cover fees for this project through MDHHS’ CDC MODA grant.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: MAPS PMP AWAxR – PDF Download Manager (CDC Grant)	Period of Coverage: 06/01/2021 – 03/31/2022
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 06/29/2021
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: As of June 1, 2018, Michigan legislation, specifically MCL 333.7303a(4) requires licensed prescribers to obtain and review a patient MAPS report prior to issuing a schedule 2-5 controlled substance prescription that exceeds a 3-day supply. Although pharmacists are not legislatively required to obtain and review a patient MAPS report prior to dispensing, they are authorized users of the system to obtain and review patient MAPS reports. It is important for MAPS Administrators be able to generate and download a user’s patient report request history from the system, whether for internal compliance review and/or to support regulatory investigations of licensees.

PROJECT OBJECTIVE: The project objective is to reduce timeout errors when an RxSearch Request History Report has expanded date ranges or or extensive query history. Apriss Health will incorporate a download manager for PDF and CSV export options of the Patient RxSearch Request History reports.

IN SCOPE: The following requirements are in scope for this project:

- Transition the Request History report to use a Sidekiq process when exporting to PDF or CSV
- Include new model for generating RxSearch > Request History reports
- When selecting to export a report in PDF or CSV, the system will display a pop-up download manager. The download title will display the document to reflect the type of report being downloaded (i.e. RxSearchRequestHistory.pdf.)

OUT OF SCOPE: The following deliverables are out of scope for this project:

- Changes to the AWAxR patient report or NarxCare patient report
- Any requests that are not explicitly outlined under “In Scope” above will be considered out of scope and subject to new estimates, fees, delivery timeline, and a new Change Notice.

DELIVERABLES:

Service	Price
Setup and implementation of pop-up download manager when exporting Request History reports in PDF or CSV formats.	\$21,600.00 (one-time fee)

PROJECT DEPENDENCY: This project is dependent on a fully-executed Interagency Agreement between the Michigan Department of Health and Human Services (MDHHS) and the Department of Licensing and Regulatory Affairs to cover fees for this enhancement through MDHHS’ CDC MODA grant, and this Statement of Work is being submitted to obligate and cover fees for this enhancement through MDHHS’ CDC MODA grant.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: *Payment to be based upon:*

- ***Satisfactory acceptance of each Deliverable***

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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EXPENSES:

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PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
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WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: Appriss Health OpenBeds® Project (Revised and Updated)	Period of Coverage: 05/01/2019 – 09/14/2023
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 06/24/2021
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: Appriss Health provides the nation’s most comprehensive platform for early identification, prevention and management of substance use disorders. OpenBeds® is a cloud-based platform that replaces inefficient and less effective manual search, communication and reporting function, facilitates rapid transfers/referrals, and fosters collaboration and coordination among medical and mental health providers, homeless services, and substance use programs. The OpenBeds® platform accomplishes this by providing real-time treatment facility availability, evidence-based therapy offerings, two-way digital provider communication, data aggregation and analytics, and clinical decision support.

PROJECT OBJECTIVE: As the opioid epidemic continues to rage on across the country, state governments, and specifically, behavioral health and substance abuse departments, are working diligently to develop and implement strategies to combat the epidemic in their own communities. The impact of the COVID-19 pandemic on behavioral health including substance use has been notable and significant.

One of the proven strategies making an impact on the epidemic is increasing access to care by leveraging technology to improve the quality and timeliness of patient care. OpenBeds® enables states to create trusted, comprehensive and inclusive networks to coordinate multiple independent treatment, referral, and support services and pool capacity. With the OpenBeds® platform, state governments can capture real-time utilization data and referral patterns to:

- Identify service gaps
- Identify and scale successful services
- Produce program(s) evaluations
- Cross-reference data with other databases
- Standardize nomenclature and processes
- Decrease costs of care by increasing access to the most effective care
- Increase treatment access and engagement

CAPABILITIES:

- Real-time inventory of available resources and wait times; transparent capacity of crisis residential, inpatient psychiatric and substance use disorder services, residential mental health, outpatient mental health and substance use disorder services, availability, throughout an entire network of treatment providers
- Secure digital communications including email and text capabilities
- Digital registration and authentication
- Digital screening and intake
- Analytics dashboard tracks real-time utilization and referral patterns at organization, regional and state levels
- Directed referral capability to specific facility or treatment type
- Feedback regarding treatment engagement

- Clinical decision support tools for clinicals and non-clinicians based on ASAM levels of care
- Connection to wrap-around (social) services and peer support
- Mobile device-enabled allows full functional remote access to the network
- Amazon Web Services cloud-based and secure within HIPAA regulations

TREATMENT FACILITIES:

LARA has chosen to include all inpatient and outpatient SUD facilities, withdrawal management, crisis, inpatient psychiatric and outpatient mental health providers in the OpenBeds® digital network. High volume referring agencies are provided by the receiving treatment facilities, and will also be included in the network.

Estimated count of licensed inpatient, outpatient SUD facilities and mental health providers: 1,135

PROJECT AND IMPLEMENTATION DEPENDENCIES: This project, specifically the network implementation dependencies include but are not limited to:

- Contracting
- Security assessments
- No-fee Subscription Agreements
- Business Associate Agreements (BAAs)
- Regional Prepaid Inpatient Health Plan (PIHP) support and involvement

PROJECT ASSUMPTIONS: The implementation of this project includes the following assumptions:

- Referring organizations: Each proposed phase covering all 10 statewide PIHP regions does not include ongoing, rolling recruitment of the referrers into the network.
- Receiving organizations: Proposed phases do not include additional new receiving organization types (e.g. recovery housing with clinical services).
- Additional scoping of fees and services will be necessary if the number of state-sponsored receiving organizations exceeds a total of 1,135 organizations statewide.
- Projected timelines and Appriss Health/OpenBeds commitment: Appriss Health/OpenBeds understands and accepts the State’s timelines, dates, and commitments but is not responsible for delays due to the actions of the State (e.g. contracting).

DELIVERABLES:

Service	Description	Development Start Date
OpenBeds® Digital Network	Offers an intuitive assessment & digital referral network designed to help care providers to locate available mental health and substance use disorder (SUD) treatment facilities, treatment slots & available beds in real-time	05/01/2019
Integrated in NarxCare	The integration will provide the capability for prescribers and their delegates in particular, to access the Michigan OpenBeds® network of treatment services directly from NarxCare and make a referral to assessment or treatment	09/01/2021
Public Facing Portal	Enables any user to perform a personal assessment, view, locate and select all available treatment facilities & services located within the state from any browser-based device (PC, Tablet, Mobile, etc.)	Start Date subject to completion of statewide deployment of the OpenBeds provider-facing system
Integrated in MiCAL	The integration will provide MDHHS’ Michigan Crisis and Access Line (MiCAL) an integration with OpenBeds® to search for available treatment facilities and send referrals.	State Date subject to MDHHS providing functional requirements for MiCAL reporting

Fees

Service	Price	Due By
Training	\$45,000.00	May 31, 2020
NarxCare Integration Development and Implementation	\$75,000.00	September 30, 2021
Network Set-up	\$46,000.00	May 31, 2020
Ongoing Development	\$300,000.00	May 31, 2020
Ongoing Development	\$350,000.00	May 31, 2021
Ongoing Development	\$382,500.00	September 30, 2021
*Ongoing Development and Annual Software Subscription & Support	\$400,000.00	September 30, 2022
*Ongoing Development and Annual Software Subscription & Support	\$700,000.00	September 14, 2023
**MiCAL Integration Set-up (one time fee)	\$54,000.00	September 30, 2022
**MiCAL Integration Annual Maintenance & Support	\$16,200.00	September 30, 2022
**MiCAL Integration Annual Maintenance & Support	\$16,200.00	September 14, 2023
<i>*Also includes ongoing coverage, support, and maintenance for NarxCare integration and public facing portal once implemented.</i>		
<i>**Subject to change once functional reporting requirements are received and additional level of effort can be scoped.</i>		
TOTAL THROUGH COVERAGE PERIOD:	\$2,384,900.00	

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

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EXPENSES:

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PROJECT CONTACTS:

The designated Agency Project Manager is:

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EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number **13**
 to
 Contract Number **071B6600132**

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	DTMB
		517-284-7941	
	GajdaT@michigan.gov		
	Contract Administrator	Christopher Martin	DTMB
		(517) 643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$13,794,753.50	\$12,125.00	\$13,806,878.50

DESCRIPTION

Effective 1/6/2021, the following amendment is incorporated into this Contract per attached Statement of Work (SOW). Data extracts for ICPSR on a quarterly basis with a one time setup fee of \$7,125.00 and an annual cost of \$5,000.00 per year for five years. This Contract is increased by \$12,125.00 for LARA use.

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



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

Project Title: MAPS - Inter-Consortium for Political and Social Research (ICPSR)	Period of Coverage: 01/01/2021 – 12/31/2021
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 12/08/2020
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: The Inter-Consortium for Political and Social Research (ICPSR) was established in 1962 and consists of more than 750 academic institutions and research organizations, and maintains data of more than 250,000 files of research in the social and behavioral sciences. The ICPSR is part of the Institute for Social Research at the University of Michigan.

PROJECT OBJECTIVE: Appriss Health, the vendor for MAPS, will continue sending data extracts to ICPSR through a secure file transfer process on a quarterly basis.

SCOPE OF WORK: Each data file will contain prescription information from MAPS, including but not limited to: masked patient information, masked prescription information (prescription number), identifiable prescription information (date written, refill count, transmission form, date filled, National Drug Code, drug name, quantity, days supply, payment type, etc.), masked prescriber information (name), identifiable prescriber geographic information (city, state, zip), masked dispenser information (name), and identifiable dispenser information (city, state, and zip). Data fields may be added or removed throughout the course of this project, as agreed upon between the Department and Vendor.

DELIVERABLES:

Service	Price
Deliver incremental MAPS data files via a secure file transfer process to ICPSR	\$5,000 annually
Setup to deliver rolling 5 years of data (based off of fill date) for each file delivery, in compliance with the MAPS data retention policy	\$7,125 one time fee

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number **12**
 to
 Contract Number **071B6600132**

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	LARA
		517-284-7941	
	GajdaT@michigan.gov		
	Contract Administrator	Christopher Martin	DTMB
		(517) 643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,764,753.50	\$30,000.00	\$13,794,753.50		

DESCRIPTION
 Effective 12/2/2020, this Contract is increased by \$30,000.00 for LARA use - annual support and maintenance for Advanced Analytics (from CN 1).
 All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.



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

CONTRACT CHANGE NOTICE

Change Notice Number 11
 to
 Contract Number 071B6600132

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	LARA
		517-284-7941	
	gajdat@michigan.gov		
	Contract Administrator	Christopher Martin	DTMB
		517-643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,634,753.50	\$130,000.00	\$13,764,753.50		

DESCRIPTION

Effective 6/10/2020, this Contract is increased by \$130,000.00 for to fund the MAPS Prescriber Reports and Clinical Alerts for LARA.

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



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

CONTRACT CHANGE NOTICE

Change Notice Number **10**
 to
 Contract Number **071B6600132**

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	LARA
		517-284-7941	
		GajdaT@michigan.gov	
	Contract Administrator	Christopher Martin	DTMB
		517-643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,145,352.50	\$489,401.00	\$13,634,753.50		

DESCRIPTION

Effective 5/19/2020, the following amendment is incorporated into this Contract per the attached attached SOW. This Contract is increased by \$489,401.00 for LARA use.

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 5/19/2020.



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

Project Title: Statewide NarxCare Integrations Project (Cont. Coverage) – SAMHSA-SOR	Period of Coverage: 09/01/2019 – 08/31/2021
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 04/09/2020
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: The State of Michigan Department of Licensing and Regulatory Affairs (LARA) is looking to increase utilization of Michigan’s Prescription Monitoring Program (PMP), the Michigan Automated Prescription System (MAPS), data within clinical workflows – both at the physician end and pharmacist end.

To increase the efficiency and effectiveness of MAPS, LARA, who has the responsibility to run MAPS has embarked on a path to improve interoperability of MAPS data. The end-goal is to provide all authorized healthcare entities – ambulatory care units, acute care facilities, emergency care units, pharmacies and others – the ability to integrate MAPS data via NarxCare into their Health IT systems, be they Electronic Medical Records (EMRs), Electronic Health Records (EHRs) or Pharmacy Dispensation Systems.

PROJECT OBJECTIVE: The project objective is to integrate MAPS within clinical workflows and continue coverage for the 50,000+ providers already integrated. This project is specific to Michigan healthcare entities.

SCOPE OF WORK: To leverage PMP Gateway, an integration technology service from Appriss Health, to ultimately integrate MAPS data into every physician’s and pharmacist’s workflow in Michigan.

OUT OF SCOPE: Any development/customization work from Appriss Health on the healthcare organization’s health IT system or on the PMP System itself. Also excluded are any modifications or customizations to the underlying PMP system or third party systems such as PMP InterConnect.

PERIOD OF PERFORMANCE:

The period of performance for the Statewide NarxCare Integration Project commences on the effective date of the contract for this service and receipt of a purchase order. This project is ongoing and will onboard and provide continued coverage to healthcare organizations to access and integrate MAPS into physician and pharmacist workflows until the end of the contract. At present, this contract is expected to continue from the contract execution date through August 31, 2021 with possible extensions beyond.

WORK REQUIREMENTS:

As part of the Statewide NarxCare Integration Project, Appriss Health will be responsible for performing various tasks throughout the project. The following is a representative list of tasks that will be necessary for the success of the project.

Both the State Department of Licensing and Regulatory Affairs and Appriss Health agree to review the progress of the project on a regular basis and adjust the plan to accomplish the overall project objectives, as set forth by the State Department of Licensing and Regulatory Affairs. The frequency of these meetings will be determined by the LARA MAPS Administrator and Appriss Health.

Appriss Health will provide a solution to authorized healthcare entities in Michigan that wish to integrate LARA PMP data into clinical workflows. The solution will include technical know-how, integration software and ongoing support services to authorized healthcare entities through designated IT support personnel of said

entities.

Appriss Health will provide an integration service, PMP Gateway that provides Health IT Systems (Electronic Health Records, Pharmacy Management Systems, etc.) of authorized healthcare organizations the ability to make requests for patient reports from PMPs on behalf of authorized users, and receive prescription reports from the responding PMP.

The Michigan State Department of Licensing and Regulatory Affairs and Appriss Health will develop an Integration Request Form and Terms and Conditions to be signed by healthcare entities before they can subscribe to the integration services. Any healthcare entity (PMP Gateway subscriber) interested in integrating LARA MAPS data into workflows of authorized users will accept the Terms and Conditions prior to accessing the integration services.

Appriss Health will provide subscriber with technical documentation (the Application Programming Interface) that describes how to connect to, and use PMP Gateway. If subscriber is utilizing a health IT system (EMR) that has already connected to PMP Gateway, Appriss Health will make the subscriber aware of it. Subscriber will then work with the vendor of the health IT system to procure the required code/services to accelerate the integration. Appriss Health will not charge the subscriber, any startup or recurring fees for said integration. However, any charges from the Health IT vendor to provide the code/services to affect such integration will be the responsibility of the subscriber.

Appriss Health will provide a test environment where the licensee is able to test their integration before utilizing the integration technology against the live LARA MAPS system.

Appriss Health will provide the subscribing organization's IT with technical support as required during the implementation phase and while in production.

Subscriber agrees to designate a point of contact for the end-users (defined as any authorized user of LARA MAPS who is an employee of, or contractor to the subscriber's organization) in case the end-users have support needs. Appriss Health will work with subscriber's point of contact to diagnose and resolve any issues related to the integration services.

Appriss Health will provide LARA (MAPS) information regarding the use of the integration services by subscribers. Said information includes, but is not limited to: subscribing organization name, number of transactions from subscribing organization to LARA MAPS within any timeframe, specific users within subscribing organization that have requested LARA MAPS reports, and specific facilities from which subscribing organization's authorized users have requested LARA MAPS reports.

STANDARD SERVICE FEATURES:

The standard capabilities provided with the PMP Gateway® service are:

Client Interface – A web service interface that can be invoked by the Health IT system (such as an EHR/EMR, or Pharmacy Management System) of an authorized healthcare organization (Health System, Pharmacy Chain, Integrated Delivery Network, etc.).

Requestor Provisioning Service – Managed by Appriss Health, this module is utilized to provision healthcare organizations to PMP Gateway. An order form that is mutually agreed upon by the State of Michigan Department of Licensing and Regulatory Affairs and Appriss Health will be filled out by the requesting healthcare organization prior to provisioning. Upon provisioning, a message is sent to the LARA MAPS Administrator to review and authorize the requesting healthcare organization to connect to the MAPS via PMP Gateway.

Authorization Module for LARA MAPS Administrator – Accessible via the Administrator console of PMP InterConnect, this module provides the LARA MAPS Administrator the ability to authorize a requesting healthcare organization (e.g., the EHR of an ambulatory care practice in Michigan) to access MAPS data through the PMP Gateway.

Run-Time Services – The run-time services enforce the authorization rules set forth by the LARA MAPS Administrator and process incoming requests from the Health IT System.

Reporting Services – PMP Gateway will provide regular reports to the LARA MAPS Administrator relating to the usage of the PMP Gateway service by authorized healthcare organizations. The reports include, but are not limited to usage metrics drilled down by various attributes. Usage reports include, but are not limited to usage metrics by healthcare organization, usage metrics by facility, usage metrics by authorized user within a healthcare facility (including a pharmacy), and specific patient reports accessed via PMP Gateway with cross-references to the response identifier provided by the underlying PMP system. The aforementioned reports can be exported by the authorized LARA MAPS Administrator as a Comma Separated Values (CSV) file.

Technical Support – Appriss Health will operate a 24x7x365 support center to receive incoming support requests from designated IT support personnel within authorized healthcare organizations. Support requests are routed to the appropriate organization/department for response.

Integration Support – Appriss Health will provide technical assistance to authorized healthcare organizations in integrating their Health IT System to PMP Gateway and testing the integration.

DELIVERABLES:

Fees

Service	Milestone (\$)	Invoice Due Date
PMP Gateway licensing, integration onboarding, maintenance and support Workflow for ongoing management of integration requests, development, and implementation of integrations with Health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.	\$244,700.50	6/1/2020
	\$244,700.50	7/1/2020
TOTAL THROUGH COVERAGE PERIOD	\$489,401.00	

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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 and 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

EXPECTED VENDOR WORK HOURS AND CONDITIONS:

Deliverable-based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

TITLE	MI Change Notice 10
FILE NAME	MI CN 10 - 071B6600132.pdf
DOCUMENT ID	658b9e15e8adbf78a422518e3591ccf9a6639fed
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SENT	04 / 30 / 2020 11:03:29 UTC-5	Sent for signature to Authorized Signer (rcohen@apprisshealth.com) and Authorized Signer (martinc20@michigan.gov) from ehoward@apprisshealth.com IP: 71.150.188.216
 VIEWED	04 / 30 / 2020 11:23:27 UTC-5	Viewed by Authorized Signer (rcohen@apprisshealth.com) IP: 75.60.160.188
 VIEWED	04 / 30 / 2020 11:28:36 UTC-5	Viewed by Authorized Signer (martinc20@michigan.gov) IP: 136.181.197.72
 SIGNED	04 / 30 / 2020 11:25:06 UTC-5	Signed by Authorized Signer (rcohen@apprisshealth.com) IP: 75.60.160.188
 SIGNED	05 / 19 / 2020 14:23:36 UTC-5	Signed by Authorized Signer (martinc20@michigan.gov) IP: 136.181.197.80
 COMPLETED	05 / 19 / 2020 14:23:36 UTC-5	The document has been completed.



**STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES**

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

CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **071B6600132**

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	LARA
		517-284-7941	
		GajdaT@michigan.gov	
	Contract Administrator	Christopher Martin	DTMB
		517-643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING OF CONTROLLED SUBSTANCES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,085,352.50	\$60,000.00	\$13,145,352.50		

DESCRIPTION

Effective 3/24/2020, this Contract is increased by \$60,000.00 for LARA use. This is funding for services approved in CN 4. Specifically MAPS annual maintenance and support (\$20,000.00 per year for both option years) and POM annual maintenance and support (\$10,000.00 per year for both option years).

Please note the Contract Administrator has been changed to Christopher Martin.

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 3/24/2020.

TITLE	MI Change Notice 9
FILE NAME	MI CN 9 - 071B6600132.pdf
DOCUMENT ID	47c7fd36599eeaa31d57d5d9eed469303ef45e45
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

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 VIEWED	03 / 03 / 2020 13:34:30 UTC-5	Viewed by Authorized Signer (martinc20@michigan.gov) IP: 40.107.235.71
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 COMPLETED	03 / 25 / 2020 13:45:33 UTC-5	The document has been completed.



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

CONTRACT CHANGE NOTICE

Change Notice Number **8**
 to
 Contract Number **071B6600132**

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	LARA
		517-284-7941	
		GajdaT@michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		517-243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$12,856,352.50	\$229,000.00	\$13,085,352.50

DESCRIPTION

Effective 2/12/2020, the attached Statement of Work in incorporated into this contract. This contract is also hereby increased by \$229,000 for continued maintenance and integrations.



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

Project Title: Statewide NarxCare Integrations Project (Cont. Coverage) – SAMHSA-STR	Period of Coverage: 09/01/2019 – 08/31/2021
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 01/29/2020
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: The State of Michigan Department of Licensing and Regulatory Affairs (LARA) is looking to increase utilization of Michigan’s Prescription Monitoring Program (PMP), the Michigan Automated Prescription System (MAPS), data within clinical workflows – both at the physician end and pharmacist end.

To increase the efficiency and effectiveness of MAPS, LARA, who has the responsibility to run MAPS has embarked on a path to improve interoperability of MAPS data. The end-goal is to provide all authorized healthcare entities – ambulatory care units, acute care facilities, emergency care units, pharmacies and others – the ability to integrate MAPS data via NarxCare into their Health IT systems, be they Electronic Medical Records (EMRs), Electronic Health Records (EHRs) or Pharmacy Dispensation Systems.

PROJECT OBJECTIVE: The project objective is to integrate MAPS within clinical workflows and continue coverage for the 50,000+ providers already integrated. This project is specific to Michigan healthcare entities.

SCOPE OF WORK: To leverage PMP Gateway, an integration technology service from Appriss Health, to ultimately integrate MAPS data into every physician’s and pharmacist’s workflow in Michigan.

OUT OF SCOPE: Any development/customization work from Appriss Health on the healthcare organization’s health IT system or on the PMP System itself. Also excluded are any modifications or customizations to the underlying PMP system or third party systems such as PMP InterConnect.

PERIOD OF PERFORMANCE:

The period of performance for the Statewide NarxCare Integration Project commences on the effective date of the contract for this service and receipt of a purchase order. This project is ongoing and will onboard and provide continued coverage to healthcare organizations to access and integrate MAPS into physician and pharmacist workflows until the end of the contract. At present, this contract is expected to continue from the contract execution date through August 31, 2021 with possible extensions beyond.

WORK REQUIREMENTS:

As part of the Statewide NarxCare Integration Project, Appriss Health will be responsible for performing various tasks throughout the project. The following is a representative list of tasks that will be necessary for the success of the project.

Both the State Department of Licensing and Regulatory Affairs and Appriss Health agree to review the progress of the project on a regular basis and adjust the plan to accomplish the overall project objectives, as set forth by the State Department of Licensing and Regulatory Affairs. The frequency of these meetings will be determined by the LARA MAPS Administrator and Appriss Health.

Appriss Health will provide a solution to authorized healthcare entities in Michigan that wish to integrate LARA PMP data into clinical workflows. The solution will include technical know-how, integration software and ongoing support services to authorized healthcare entities through designated IT support personnel of said

entities.

Appriss Health will provide an integration service, PMP Gateway that provides Health IT Systems (Electronic Health Records, Pharmacy Management Systems, etc.) of authorized healthcare organizations the ability to make requests for patient reports from PMPs on behalf of authorized users, and receive prescription reports from the responding PMP.

The Michigan State Department of Licensing and Regulatory Affairs and Appriss Health will develop an Integration Request Form and Terms and Conditions to be signed by healthcare entities before they can subscribe to the integration services. Any healthcare entity (PMP Gateway subscriber) interested in integrating LARA MAPS data into workflows of authorized users will accept the Terms and Conditions prior to accessing the integration services.

Appriss Health will provide subscriber with technical documentation (the Application Programming Interface) that describes how to connect to, and use PMP Gateway. If subscriber is utilizing a health IT system (EMR) that has already connected to PMP Gateway, Appriss Health will make the subscriber aware of it. Subscriber will then work with the vendor of the health IT system to procure the required code/services to accelerate the integration. Appriss Health will not charge the subscriber, any startup or recurring fees for said integration. However, any charges from the Health IT vendor to provide the code/services to affect such integration will be the responsibility of the subscriber.

Appriss Health will provide a test environment where the licensee is able to test their integration before utilizing the integration technology against the live LARA MAPS system.

Appriss Health will provide the subscribing organization's IT with technical support as required during the implementation phase and while in production.

Subscriber agrees to designate a point of contact for the end-users (defined as any authorized user of LARA MAPS who is an employee of, or contractor to the subscriber's organization) in case the end-users have support needs. Appriss Health will work with subscriber's point of contact to diagnose and resolve any issues related to the integration services.

Appriss Health will provide LARA (MAPS) information regarding the use of the integration services by subscribers. Said information includes, but is not limited to: subscribing organization name, number of transactions from subscribing organization to LARA MAPS within any timeframe, specific users within subscribing organization that have requested LARA MAPS reports, and specific facilities from which subscribing organization's authorized users have requested LARA MAPS reports.

STANDARD SERVICE FEATURES:

The standard capabilities provided with the PMP Gateway® service are:

Client Interface – A web service interface that can be invoked by the Health IT system (such as an EHR/EMR, or Pharmacy Management System) of an authorized healthcare organization (Health System, Pharmacy Chain, Integrated Delivery Network, etc.).

Requestor Provisioning Service – Managed by Appriss Health, this module is utilized to provision healthcare organizations to PMP Gateway. An order form that is mutually agreed upon by the State of Michigan Department of Licensing and Regulatory Affairs and Appriss Health will be filled out by the requesting healthcare organization prior to provisioning. Upon provisioning, a message is sent to the LARA MAPS Administrator to review and authorize the requesting healthcare organization to connect to the MAPS via PMP Gateway.

Authorization Module for LARA MAPS Administrator – Accessible via the Administrator console of PMP InterConnect, this module provides the LARA MAPS Administrator the ability to authorize a requesting healthcare organization (e.g., the EHR of an ambulatory care practice in Michigan) to access MAPS data through the PMP Gateway.

Run-Time Services – The run-time services enforce the authorization rules set forth by the LARA MAPS Administrator and process incoming requests from the Health IT System.

Reporting Services – PMP Gateway will provide regular reports to the LARA MAPS Administrator relating to the usage of the PMP Gateway service by authorized healthcare organizations. The reports include, but are not limited to usage metrics drilled down by various attributes. Usage reports include, but are not limited to usage metrics by healthcare organization, usage metrics by facility, usage metrics by authorized user within a healthcare facility (including a pharmacy), and specific patient reports accessed via PMP Gateway with cross-references to the response identifier provided by the underlying PMP system. The aforementioned reports can be exported by the authorized LARA MAPS Administrator as a Comma Separated Values (CSV) file.

Technical Support – Appriss Health will operate a 24x7x365 support center to receive incoming support requests from designated IT support personnel within authorized healthcare organizations. Support requests are routed to the appropriate organization/department for response.

Integration Support – Appriss Health will provide technical assistance to authorized healthcare organizations in integrating their Health IT System to PMP Gateway and testing the integration.

DELIVERABLES:

Fees

Service	Milestone (\$)	Invoice Due Date
PMP Gateway licensing, integration onboarding, maintenance and support Workflow for ongoing management of integration requests, development, and implementation of integrations with Health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.	\$229,000	2/29/2020
TOTAL THROUGH COVERAGE PERIOD	\$229,000	

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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 and 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

EXPECTED VENDOR WORK HOURS AND CONDITIONS:

Deliverable-based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

TITLE	MI - Increased Gateway Funding
FILE NAME	MI CN 8 - Increase Gateway.pdf
DOCUMENT ID	63498b34b23944cc206125bdbfa17a95cb69d5ec
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

02 / 14 / 2020

09:54:06 UTC-5

Sent for signature to Authorized Signer
 (rcohen@apprisshealth.com) from ehoward@apprisshealth.com
 IP: 170.75.217.78



VIEWED

02 / 14 / 2020

09:56:24 UTC-5

Viewed by Authorized Signer (rcohen@apprisshealth.com)
 IP: 170.75.208.2



SIGNED

02 / 17 / 2020

16:25:13 UTC-5

Signed by Authorized Signer (rcohen@apprisshealth.com)
 IP: 170.75.217.78



COMPLETED

02 / 17 / 2020

16:25:13 UTC-5

The document has been completed.



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

CONTRACT CHANGE NOTICE

Change Notice Number 7
 to
 Contract Number 071B6600132

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	LARA
		517-284-7941	
		GajdaT@michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		517-243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,774,753.50	\$1,081,599.00	\$12,856,352.50		

DESCRIPTION

Effective 12/10/2019, this Contract is increased by \$1,081,599.00 for use by LARA for implementation of the MAPS (Michigan Automated Prescription System) per the attached SOW.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/10/2019.



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

Project Title: Statewide NarxCare Integrations Project (Continued Coverage) - Medicaid	Period of Coverage: 09/01/2019 – 08/31/2021
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 11/06/2019
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: The State of Michigan Department of Licensing and Regulatory Affairs (LARA) is looking to increase utilization of Michigan’s Prescription Monitoring Program (PMP), the Michigan Automated Prescription System (MAPS), data within clinical workflows – both at the physician end and pharmacist end.

To increase the efficiency and effectiveness of MAPS, LARA, who has the responsibility to run MAPS has embarked on a path to improve interoperability of MAPS data. The end-goal is to provide all authorized healthcare entities – ambulatory care units, acute care facilities, emergency care units, pharmacies and others – the ability to integrate MAPS data via NarxCare into their Health IT systems, be they Electronic Medical Records (EMRs), Electronic Health Records (EHRs) or Pharmacy Dispensation Systems.

PROJECT OBJECTIVE: The project objective is to integrate MAPS within clinical workflows and continue coverage for those already integrated. This project is specific to Michigan healthcare entities.

SCOPE OF WORK: To leverage PMP Gateway, an integration technology service from Appriss Health, to ultimately integrate MAPS data into every Medicaid physician’s and pharmacist’s workflow in Michigan.

OUT OF SCOPE: Any development/customization work from Appriss Health on the healthcare organization’s health IT system or on the PMP System itself. Also excluded are any modifications or customizations to the underlying PMP system or third party systems such as PMP InterConnect.

PERIOD OF PERFORMANCE:

The period of performance for the Statewide NarxCare Integration Project commences on the effective date of the contract for this service and receipt of a purchase order. This project is ongoing and will onboard and provide continued coverage to healthcare organizations to access and integrate MAPS into Medicaid physician and pharmacist workflows until the end of the contract. At present, this contract is expected to continue from the contract execution date through August 31, 2021 with possible extensions beyond.

WORK REQUIREMENTS:

As part of the Statewide NarxCare Integration Project, Appriss Health will be responsible for performing various tasks throughout the project. The following is a representative list of tasks that will be necessary for the success of the project.

Both the State Department of Licensing and Regulatory Affairs and Appriss Health agree to review the progress of the project on a regular basis and adjust the plan to accomplish the overall project objectives, as set forth by the State Department of Licensing and Regulatory Affairs. The frequency of these meetings will be determined by the LARA MAPS Administrator and Appriss Health.

Appriss Health will provide a solution to authorized healthcare entities in Michigan that wish to integrate LARA PMP data into clinical workflows. The solution will include technical know-how, integration software and

ongoing support services to authorized healthcare entities through designated IT support personnel of said entities.

Appriss Health will provide an integration service, PMP Gateway that provides Health IT Systems (Electronic Health Records, Pharmacy Management Systems, etc.) of authorized healthcare organizations the ability to make requests for patient reports from PMPs on behalf of authorized users, and receive prescription reports from the responding PMP.

The Michigan State Department of Licensing and Regulatory Affairs and Appriss Health will develop an Integration Request Form and Terms and Conditions to be signed by healthcare entities before they can subscribe to the integration services. Any healthcare entity (PMP Gateway subscriber) interested in integrating LARA MAPS data into workflows of authorized users will accept the Terms and Conditions prior to accessing the integration services.

Appriss Health will provide subscriber with technical documentation (the Application Programming Interface) that describes how to connect to, and use PMP Gateway. If subscriber is utilizing a health IT system (EMR) that has already connected to PMP Gateway, Appriss Health will make the subscriber aware of it. Subscriber will then work with the vendor of the health IT system to procure the required code/services to accelerate the integration. Appriss Health will not charge the subscriber, any startup or recurring fees for said integration. However, any charges from the Health IT vendor to provide the code/services to affect such integration will be the responsibility of the subscriber.

Appriss Health will provide a test environment where the licensee is able to test their integration before utilizing the integration technology against the live LARA MAPS system.

Appriss Health will provide the subscribing organization's IT with technical support as required during the implementation phase and while in production.

Subscriber agrees to designate a point of contact for the end-users (defined as any authorized user of LARA MAPS who is an employee of, or contractor to the subscriber's organization) in case the end-users have support needs. Appriss Health will work with subscriber's point of contact to diagnose and resolve any issues related to the integration services.

Appriss Health will provide LARA (MAPS) information regarding the use of the integration services by subscribers. Said information includes, but is not limited to: subscribing organization name, number of transactions from subscribing organization to LARA MAPS within any timeframe, specific users within subscribing organization that have requested LARA MAPS reports, and specific facilities from which subscribing organization's authorized users have requested LARA MAPS reports.

STANDARD SERVICE FEATURES:

The standard capabilities provided with the PMP Gateway® service are:

Client Interface – A web service interface that can be invoked by the Health IT system (such as an EHR/EMR, or Pharmacy Management System) of an authorized healthcare organization (Health System, Pharmacy Chain, Integrated Delivery Network, etc.).

Requestor Provisioning Service – Managed by Appriss Health, this module is utilized to provision healthcare organizations to PMP Gateway. An order form that is mutually agreed upon by the State of Michigan Department of Licensing and Regulatory Affairs and Appriss Health will be filled out by the requesting healthcare organization prior to provisioning. Upon provisioning, a message is sent to the LARA MAPS Administrator to review and authorize the requesting healthcare organization to connect to the MAPS via PMP Gateway.

Authorization Module for LARA MAPS Administrator – Accessible via the Administrator console of PMP InterConnect, this module provides the LARA MAPS Administrator the ability to authorize a requesting healthcare organization (e.g., the EHR of an ambulatory care practice in Michigan) to access MAPS data through the PMP Gateway.

Run-Time Services – The run-time services enforce the authorization rules set forth by the LARA MAPS Administrator and process incoming requests from the Health IT System.

Reporting Services – PMP Gateway will provide regular reports to the LARA MAPS Administrator relating to the usage of the PMP Gateway service by authorized healthcare organizations. The reports include, but are not limited to usage metrics drilled down by various attributes. Usage reports include, but are not limited to usage metrics by healthcare organization, usage metrics by facility, usage metrics by authorized user within a healthcare facility (including a pharmacy), and specific patient reports accessed via PMP Gateway with cross-references to the response identifier provided by the underlying PMP system. The aforementioned reports can be exported by the authorized LARA MAPS Administrator as a Comma Separated Values (CSV) file.

Technical Support – Appriss Health will operate a 24x7x365 support center to receive incoming support requests from designated IT support personnel within authorized healthcare organizations. Support requests are routed to the appropriate organization/department for response.

Integration Support – Appriss Health will provide technical assistance to authorized healthcare organizations in integrating their Health IT System to PMP Gateway and testing the integration.

DELIVERABLES:

Fees

Service	Milestone (\$)	Invoice Due Date
PMP Gateway licensing, integration onboarding, maintenance and support	\$135,200	12/1/2019
Workflow for ongoing management of integration requests, development, and implementation of integrations with Health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.	\$135,200	3/1/2020
	\$135,200	6/1/2020
	\$135,200	9/1/2020
	\$135,200	12/1/2020
	\$135,200	3/1/2021
	\$135,200	6/1/2021
	\$135,199	8/1/2021
TOTAL THROUGH COVERAGE PERIOD	\$1,081,599	

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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 and 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

EXPECTED VENDOR WORK HOURS AND CONDITIONS:

Deliverable-based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

TITLE	MI Gateway Extension
FILE NAME	MI CN 7 - Gateway Extension.pdf
DOCUMENT ID	92eb711c011cbacb78d10f4585ea5b05cec4ba5e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Out For Signature

Document History



SENT

11 / 22 / 2019
14:56:06 UTC-5

Sent for signature to Authorized Signer (rcohen@apprisshealth.com) and Authorized Signer (sherlockj@michigan.gov) from ehoward@apprisshealth.com
IP: 170.75.217.78



VIEWED

11 / 22 / 2019
15:05:41 UTC-5

Viewed by Authorized Signer (rcohen@apprisshealth.com)
IP: 170.75.217.78



SIGNED

11 / 22 / 2019
15:06:21 UTC-5

Signed by Authorized Signer (rcohen@apprisshealth.com)
IP: 170.75.217.78



INCOMPLETE

11 / 22 / 2019
15:06:21 UTC-5

This document has not been fully executed by all signers.

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



CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B6600132**

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	LARA
		517-284-7941	
		gajdat@michigan.gov	
	Contract Administrator	Marcy Sims	DTMB
		(517) 275-1132	
		simsm4@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,576,253.50	\$1,198,500.00	\$11,774,753.50		

DESCRIPTION

Effective 5/21/2019, this Contract is increased by \$1,198,500.00 for use by LARA per the attached SOW.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 5/21/2019.



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

Project Title: Appriss Health OpenBeds® Project	Period of Coverage: 05/01/2019 – 09/30/2021
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 03/01/2019
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: Appriss Health provides the nation’s most comprehensive platform for early identification, prevention and management of substance use disorders. OpenBeds® is a cloud-based platform that replaces inefficient and less effective manual search, communication and reporting function, facilitates rapid transfers/referrals, and fosters collaboration and coordination among medical and mental health providers, homeless services, and substance use programs. The OpenBeds® platform accomplishes this by providing real-time treatment facility availability, evidence-based therapy offerings, two-way digital provider communication, data aggregation and analytics, and clinical decision support.

PROJECT OBJECTIVE: As the opioid epidemic continues to rage on across the country, state governments, and specifically, behavior health and substance abuse departments, are working diligently to develop and implement strategies to combat the epidemic in their own communities.

One of the proven strategies making an impact on the epidemic is increasing access to care by leveraging technology to improve the quality and timeliness of patient care. OpenBeds® enables states to create trusted, comprehensive and inclusive networks to coordinate multiple independent treatment, referral, and support services and pool capacity. With the OpenBeds® platform, state governments can capture real-time utilization data and referral patterns to:

- Identify service gaps
- Identify and scale successful services
- Produce program(s) evaluations
- Cross-reference data with other databases
- Standardize nomenclature and processes
- Decrease costs of care by increasing access to the most effective care
- Increase treatment access and engagement

CAPABILITIES

- Real-time inventory of available resources and wait times; transparent capacity of inpatient and outpatient services throughout an entire network of treatment providers
- Secure digital communications including email and text capabilities
- Digital registration and authentication
- Digital screening and intake
- Analytics dashboard tracks real-time utilization and referral patterns at organization, regional and state levels
- Directed referral capability to specific facility or treatment type
- Feedback regarding treatment engagement
- Clinical decision support tools for clinicals and non-clinicians based on ASAM levels of care
- Connection to wrap-around (social) services and peer support
- Mobile device-enabled allows full functional remote access to the network

- Amazon Web Services cloud-based and secure within HIPAA regulations

DELIVERABLES:

Deliverables

Phase	Service	Description	Start Date
I	OpenBeds® Digital Network	Offers an intuitive assessment & digital referral network designed to help care providers to locate available mental and substance use disorder (SUD) treatment facilities, treatment slots & available beds in real-time	05/01/2019
II	Public Facing Portal	Enables any user to perform a personal assessment, view, locate and select all available treatment facilities & services located within the state from any browser-based device (PC, Tablet, Mobile, etc.)	07/01/2019
III	Integrated in NarxCare	The integration will provide the capability for clinicians, physicians in particular, to access the Michigan OpenBeds® network of treatment services directly from NarxCare and make a referral to assessment or treatment	09/01/2019

Treatment Facilities

Year	Public Portal	In Network	Date
I	All	Up to 50	Q2 2019
II	All	Up to 75	Q2 2020
III	All	Up to 100	Q2 2021

Note: LARA will work with OpenBeds® to help identify the ideal referring and receiving treatment facilities to qualify for the MI OpenBeds® digital network.

Fees

Service	Price
Training	\$45,000.00 (Year 1)
NarxCare Integration	\$75,000.00 (Year 1)
Network Set-up	\$46,000.00 (Year 1)
Annual Software Subscription & Support	\$300,000.00 (Year 1)
Annual Software Subscription & Support	\$350,000.00 (Year 2)
Annual Software Subscription & Support	\$382,500.00 (Year 3)
	TOTAL THROUGH COVERAGE PERIOD:
	\$1,198,500.00

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.
Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B6600132**

CONTRACTOR	APPRISS INC
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-5568
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	LARA
		517-284-7941	
		GajdaT@michigan.gov	
	Contract Administrator	Marcy Sims	DTMB
		(517) 275-1132	
		simsm4@michigan.gov	

CONTRACT SUMMARY

PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING OF CONTROLLED SUBSTANCES.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$9,826,253.50	\$750,000.00	\$10,576,253.50		

DESCRIPTION

Effective 1/22/2019, this Contract is increased by \$750,000.00 to complete additional services per the attached Statement of Work. Also correcting the Period of Coverage for the Statement of Work for Prescriber Analytics – Advanced Analytics and Prescriber Overdose Risk Model in Change Notice 4 to end 6/30/2019. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approvals.



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

Project Title: Appriss Health hc1 Resource Planning Tool	Period of Coverage: 12/01/2018 – 09/14/2021
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 11/27/2018
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: The hc1 Appriss Opioid Dashboard™ (“hc1 AOD”) delivers a real-time view of drug positivity rates correlated with controlled substance prescriptions. It is built to combat the opioid crisis through real-time analytics. The hc1 AOD is fueled by continuously updated PDMP and toxicology data streams that can be enhanced by additional state data sources. This breakthrough solution delivers the insight required to measure the effectiveness of current programs while informing strategies that lead to earlier intervention and a greater impact, ultimately saving lives.

PROJECT OBJECTIVE: The hc1 Appriss Opioid Dashboard™ is a proven solution that uniquely combines drug test positivity rates by county and drug class with PDMP information to unlock live trends. The hc1 AOD can also be extended to incorporate a limitless number of datasets including ER visits, arrests, mortality rates, etc., and it leverages machine-learning models to drive action and prioritize resources.

As a secure, cloud-based platform developed through years of R&D, states can take advantage of the hc1 AOD immediately, avoiding the time-consuming efforts of on premise systems or custom developed systems.

Enhancing the value derived from the PDMP program, the hc1 AOD incorporates real-time drug test results that show what drugs are actually being used and where. Equipped with this insight, states can intervene earlier in areas where the use of specific controlled substances, including illicit drugs, is on the rise. For example, identifying an increase in benzos (whether prescribed or not prescribed) in a particular county could trigger an education process for the physicians in that county to avoid dangerous drug combinations.

Importantly, counties can identify “hot spots” where opioid positivity has been sharply declining and determine whether heroin use has increased. Machine learning can also identify scenarios that indicate increased risk of overdose and immediately respond with preventative measures in those populations.

Key Use Cases:

- Integrate and overlay multiple opioid-related data sets to identify hot spots and high risk populations
- Prioritize prevention and treatment programs based on regional positivity rates for illicit drug use
- Identify regions in need of MATs due to rising positivity rates or changing prescription trends
- Empower local agencies by providing access to tailored dashboards to study drug overdose data
- Perform correlation studies to identify short term trends that are indicative of increasing adverse events

Key Benefits:

- Pre-built, HIPAA compliant cloud solution delivers immediate impact
- Expandable for inclusion and analysis of additional future opioid-related datasets
- Pre-built interactive dashboards with drill down analysis that continuously populate as data is consumed
- Ability to configure new reports and dashboards and filter data without IT expertise

- Application of machine learning to identify early risk indicators to prioritize programs

The hc1 Appriss Opioid Dashboard™ delivers the insight states require to measure and prioritize programs designed to prevent and treat opioid misuse and abuse. By correlating drug prescribing with positivity rates in real-time, the solution identifies short term trends that lead to adverse events so action can be taken proactively to fight the opioid crisis in the areas where help is needed most. Additionally, the solution is able to incorporate a variety of datasets including overdose rates, illicit drug use, and much more to continuously improve the focus and effectiveness of the state’s programs. States that are armed with the hc1 AOD gain a significant advantage in combatting the opioid epidemic through insight, action, and accountability.

DELIVERABLES:

Service	Price
Activation, tenant environment, dashboard, PDMP connection, user training (2 days onsite), and online academy	<p style="text-align: center;">\$250,000.00 (Annually) Total through Contract Period: \$750,000.00</p>

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay VENDOR 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
 Licensing and Regulatory Affairs
 Bureau of Professional Licensing
WinansH@michigan.gov
 517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B6600132**

CONTRACTOR	Appriss Inc.
	9901 Linn Station Rd
	Louisville, KY 40223
	Lara Irvin
	502-815-3934
	lirvin@appriss.com
	CV0060995

STATE	Program Manager	Tim Gajda	LARA
		517-242-7941	
		GajdaT@michigan.gov	
	Contract Administrator	Marcy Sims	DTMB
		(517) 275-1132	
		simsm4@michigan.gov	

CONTRACT SUMMARY				
PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING OF CONTROLLED SUBSTANCES.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$9,667,454.00	\$158,799.50	\$9,826,253.50		
DESCRIPTION				
Effective 10/1/2018, this Contract is increased by \$158,779.50 to complete additional services per the attached Statements of Work. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approvals.				



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

Project Title: MAPS Mandatory Use Compliance	Period of Coverage: 06/01/2018 – 06/30/2019
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 8/31/2018
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: As of June 1, 2018, Michigan legislation, specifically MCL 333.7303a(4) requires licensed prescribers obtain and review a patient MAPS report prior to issuing a schedule 2-5 controlled substance prescription that exceeds a 3-day supply.

PROJECT OBJECTIVE: The project objective is to create analysis into prescribers' compliance with obtaining and reviewing patients' MAPS reports prior to issuing a schedule 2-5 controlled substance that exceeds a 3-day supply.

Specific objectives:

- 1) For each prescriber, determine which patients were prescribed a schedule 2-5 controlled substance for more than a 3 days' supply and were not queried by the prescriber or the prescriber's delegate using a 90 day lookback period.
- 2) Permit authorized roles to request a report on which patients were missed by a specific prescriber, tying back to the prescription within the look back period.
- 3) Produce an automated monthly report which shows all prescriber's and their missed patients to the appropriate licensing board (Medical Board, Dental Board, or Nursing Board).
- 4) Permit a prescriber to request a report within PMP AWARe showing which patients he/she missed.

SCOPE OF WORK:

1. For each prescriber, determine which patients were prescribed schedule 2-5 controlled substance for more than a 3 days' supply and were not queried by the prescriber or the prescriber's delegate using a configurable lookback period.
 - a. This is for functionality for matching patient requests to prescriber history.
 - i. This includes logic to match a patient request in Gateway or Aware/Narxcare to the prescriber history as exemplified below:
 1. DEA Number of requester or Run on behalf of DEA Number or delegate of DEA number matches Prescriber DEA Number AND
 2. Patient First Name in request history matches prescription patient first name AND
 3. Patient Last Name in request history matches prescription patient last name AND
 4. Patient DOB in request history matches prescription patient DOB AND
 5. Request Date is between configurable date range determined by State Admin prior to the date issued
 - ii. All prescription records:
 1. Without a matching Request History Record AND
 2. For a controlled substance schedule 2-5 AND
 3. More than 3 Days supply
 4. Date issued (Written date) within the date range of the report

2. Permit authorized roles to request a report on which patients were missed by a specific prescriber tying it back to a specific prescription with the look back period.
 - a. Suggested Roles:
 - i. Medical Board Investigator
 - ii. Nursing Board Investigator
 - iii. Dental Board Investigator
 - b. What columns would be in this report?
 - i. Prescriber DEA
 - ii. Prescriber DEA Suffix
 - iii. Prescriber First Name
 - iv. Prescriber Last Name
 - v. Prescriber Address
 - vi. Prescriber City
 - vii. Prescriber State
 - viii. Prescriber ZIP Code
 - ix. Rx Written Date
 - x. Rx Fill Date
 - xi. Refill
 - xii. Rx Number
 - xiii. Payment Type
 - xiv. DEA Schedule
 - xv. Drug Category
 - xvi. Drug Name
 - xvii. Quantity
 - xviii. Units
 - xix. Days Supply
 - xx. MME/D
 - xxi. Patient Name
 - xxii. Patient DOB
 - xxiii. Patient Address
 - xxiv. Patient City
 - xxv. Patient State
 - xxvi. Patient Zip Code
 - xxvii. Pharmacy DEA
 - xxviii. Pharmacy Name
 - xxix. Pharmacy Address
 - xxx. Pharmacy City
 - xxxi. Pharmacy State
 - xxxii. Pharmacy ZIP Code
 - xxxiii. Dispenser Store ID
 - c. Potential parameters to make this request:
 - i. Prescriber DEA Number
 1. Assumed: In State Prescriber
 - ii. Rx Fill Date Range
 - d. Optional parameters are out of scope
3. Produce an automated monthly report which shows all prescriber's and their missed patients
 - a. Which roles will have access to this report?
 - i. By default available to the admin, but with the ability for it to be enabled to other roles
 - b. Potential columns in report:
 - i. Prescriber DEA
 - ii. Prescriber DEA Suffix
 - iii. Prescriber First Name
 - iv. Prescriber Last Name
 - v. Total Number of patients missed
 - vi. Total Number of prescriptions for patients missed
 - vii. Total number of all patients?
 1. Count of unique patients with prescriptions written within the time frame
 - viii. Total number of all prescriptions?
4. Permit a prescriber within AWARE to request a report showing which patients he/she missed
 - a. Potential columns included in report

- i. Rx Written Date
- ii. Rx Fill Date
- iii. Refill
- iv. Rx Number
- v. Payment Type
- vi. DEA Schedule
- vii. Drug Category
- viii. Drug Name
- ix. Quantity
- x. Units
- xi. Days Supply
- xii. MME/D
- xiii. Patient Name
- xiv. Patient DOB
- xv. Patient Address
- xvi. Patient City
- xvii. Patient State
- xviii. Patient Zip Code
- xix. Pharmacy DEA
- xx. Pharmacy Name
- xxi. Pharmacy Address
- xxii. Pharmacy City
- xxiii. Pharmacy State
- xxiv. Pharmacy ZIP Code
- xxv. Dispenser Store ID

OUT OF SCOPE:

- Interface for users to review, manually match, correct or change.
- Optional/additional parameters not identified by start of development of project for patients missed by prescriber.

DELIVERABLES:

Service	Price
Initial creation and setup of Mandatory Use Compliance report analytics	\$60,000.00
Each subsequent year fee for support and maintenance of this feature	\$20,000.00

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

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EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
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The designated DTMB Project Manager is:

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LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

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It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

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

Project Title: CDC Grant – Re-run 2014-2017 CDC Indicators	Period of Coverage: 06/01/2018 – 8/31/2019
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 8/31/2018
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: The Michigan Automated Prescription System (MAPS) was modernized to the new Software as a Service (SaaS) AWARDx platform by Appriss Health. As part of the CDC grant, BPL provides MAPS indicators to MI DHHS per CDC requirements. The numerator/denominators were added to the CDC indicators effective Q4 2017. The changes outlined below were requested by MI DHHS for reporting purposes.

PROJECT OBJECTIVE: Re-run the quarterly indicator data query reports to obtain the numerator and denominator values for indicators reported as rates and percentages, between 2014 and 2017, which occurred prior to the Appriss Health change order completion that added numerator and denominator values to the output table.

Numerator, Denominator and Measure Value for the following indicators:

1. Percent of patients receiving more than an average daily dose of >90 morphine milligram equivalents (across all opioid prescriptions)
2. Rate of multiple provider episodes for prescription opioids (5 or more prescribers and 5 or more pharmacies in a 6-month period per 100,000 residents)
3. Percent of prescribed days overlap between opioid prescriptions
4. Percent of prescribed days that overlap with benzodiazepine prescriptions
5. Percent of prescribers registered with PDMP

DELIVERABLES:

Service	Price
To re-run the quarterly indicators for years 2014-2017 to include numerator/denominator for indicators reported as rates and percentages.	\$6,000.00

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

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- Satisfactory acceptance of each Deliverable

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: Prescriber Analytics – Advanced Analytics and Prescriber Overdose Risk Model	Period of Coverage: 09/01/2018 – 6/30/2018
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 8/31/2018
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: LARA received an Advanced Analytics package for MAPS, implemented Q4 2017. Having purchased this Advanced Analytics package, additional reports will become available at no charge. Additionally, a Prescriber Overdose Risk Model will be created and implemented, not part of the Advanced Analytics package.

PROJECT OBJECTIVE: LARA/MAPS will receive 4 additional analytic reports as part of the Advanced Analytics package. Additionally, a Prescriber Outlier Model Dashboard will be setup to better identify prescribers whose prescribing habits could potentially have a negative impact on their patient(s).

SCOPE OF WORK:

Report #1 – Dispensation Detail by Prescriber Specialty:

- This report compares dispensation related metrics across prescriber specialties. Metrics are benchmarked against average allowing for easy identification of high prescribing specialties. Also included is a report detailing the top 10 specialties based on filterable measure.

Report #2 – Dispensation Detail by Prescriber – Part I

- This report compares dispensation related metrics across prescribers within specialties. Metrics are benchmarked against average allowing for easy identification of high prescribers within a specialty. Also included is a report detailing the top 10 prescribers within a specialty based on filterable measure.

Report #3 – High Utilizer Analytics and Dispensation Detail by Prescriber

- This report will include dispensation related metrics for high utilizers. High utilizers are defined as patients with 3 or more prescribers and 3 or more pharmacies in a 6 month period or patients with at least 10 prescribers in a 6 month period. Analysis will include counties with high concentrations of high utilizers as well as top prescribers and top pharmacies associated with high prescribers. The average distance traveled by patients to prescribers and pharmacies will also be explored.
- Dispensation Detail by Prescriber (Part II) – This release will incorporate additional high impact variables to the Dispensation Detail by Prescriber and Prescriber Specialty modules. Variables to be added include distribution of prescriptions by days supply, distribution of prescriptions by MME, count of high utilizers, count of patients with risky drug combinations.

Report #4 – Associated Search and Dispensation Activity by Prescriber

- This report will explore the rates of dispensations with an associated search at a prescriber, prescriber specialty and prescriber license type level. The intent will be to identify prescribers and prescriber groups that are not performing patient searches prior to dispensing opioids and compare their dispensing patterns to prescribers that regularly complete patient searches.

Prescriber Outlier Model (POM) Dashboard

- Understanding the Score: This score was created to aid in identifying providers whose prescribing habits could potentially have negative repercussions on their patients. By linking unintentional overdose deaths to a provider if a patient had visited the provider within 60 days of their death, the scores are modelled against actual outcomes. This allows the user to identify individuals who may not have one statistic that stands out relative to the other providers, but when all aspects of their prescribing behavior are considered, may display an overall riskier behavior.
- Dashboard: Each aspect of the dashboard provides a unique way of analyzing a provider's prescribing habits. The tables and graphs are also filterable by a date range. There are also options to look specifically at the provider's narcotic prescriptions or buprenorphine MAT prescriptions.
- Prescriber Overview: The top portion of a provider's page includes a general overview of that prescriber as well as the main drivers of that provider's score.
- Overdose Risk Score Distribution: This segment displays the overdose risk score of a provider's patients relative to the distribution of the state. A provider whose distribution is shifted to the right of the state distribution implies that their subpopulation is riskier. More investigation would be required to determine whether the higher score is the result of the patient or the provider.
- Number of Prescriptions over Time: Looking at someone's prescribing habits over time allows the user to determine whether the provider is ramping up the volume of prescriptions or whether their prescribing habits are consistent. Splitting the prescriptions up by drug type also allows the user to compare prescribing patterns between different drug types.

DELIVERABLES:

Service	Price
Reports #1-4	\$0.00
Prescriber Outlier Model (POM) Dashboard Setup	\$20,000.00
Prescriber Outlier Model (POM) Dashboard Annual Fee	\$10,000.00

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
Licensing and Regulatory Affairs
Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

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EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

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No overtime will be permitted.



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

Project Title: BJA Harold Rogers Grant/Cat2/HRogers Grant – Prescriber Report Tutorial	Period of Coverage: 06/05/2018 – 09/30/2019
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 8/31/2018
Agency Project Manager: Haley Winans	Phone: 517-335-3652
DTMB Project Manager: Stu Willard	Phone: 517-526-5410

BACKGROUND: The Bureau of Professional Licensing is asking Appriss Health to create a Prescriber Report Tutorial.

PROJECT OBJECTIVE: The project objective is to assist prescribers in understanding their Prescriber Reports, automatically generated on a quarterly basis through MAPS.

SCOPE OF WORK:

Appriss Health will work with Michigan to develop a tutorial to enhance end user’s knowledge and comprehension of Prescriber Reports by providing the following:

- Full explanations for each section of the report
- Specific metrics and methodology
- Drug definitions
- Healthcare specialty definitions
- FAQs

DELIVERABLES:

Service	Price
Successful creation and delivery of MAPS Prescriber Report Tutorial	\$42,799.50

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: *Payment to be based upon:*

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis and subsequent annual basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State

issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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EXPENSES:

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PROJECT CONTACTS:

The designated Agency Project Manager is:

Haley Winans
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Bureau of Professional Licensing
WinansH@michigan.gov
517-335-3652

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-526-5410

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss Health's intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B6600132**

CONTRACTOR	Appriss Inc.
	10401 Linn Station Rd
	Louisville, KY 40223
	Jessica Radcliffe
	502-815-5568
	jradcliffe@appriss.com
*****1324	

STATE	Program Manager	Tim Gajda	LARA
		517-284-7030	
		GajdaT@michigan.gov	
	Contract Administrator	Marcy Sims	DTMB
		(517) 284-7016	
		simsm4@michigan.gov	

CONTRACT SUMMARY

MICHIGAN AUTOMATED PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING OF CONTROLLED SUBSTANCES.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2021

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$9,659,454.00	\$8,000.00	\$9,667,454.00		

DESCRIPTION

Effective 2/26/2018, this Contract is increased by \$8,000 to complete additional services per the attached Statement of Work. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approvals.



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

Project Title: PMP AWARE: Add indicators and numerators/denominators to existing CDC report.	Period of Coverage: February 4 th , 2018 – October 7 th 2019
Requesting Department: Licensing and Regulatory Affairs Bureau of Professional Licensing	Date: 2-5-2018
Agency Project Manager: Kim Gaedeke	Phone: 517-373-2979
DTMB Project Manager: Kevin Rosinski	Phone: 517-284-5304

BACKGROUND: The Michigan Automated Prescription System (MAPS) was recently modernized to the new Software as a Service (SaaS) AWAARxE platform by Appriss. The new system went live on April 5th, 2017. The changes outlined below were requested by MI DHHS for reporting purposes.

PROJECT OBJECTIVE: To add indicators and numerator/denominators to existing CDC report measures already provided.

SCOPE OF WORK/TASKS:

1. Indicator: Percent of prescribers registered in PDMP
 - Numerator: Number of healthcare professionals with prescribing privileges (i.e., with a DEA number) for controlled substances and registered with MAPS
 - Denominator: Number of DEA licensed prescribers who wrote at least one prescription **during the calendar year being reported**
2. Indicator: Proactive reporting- External PDMP notifications
 - Numerator: Number of external PDMP reports sent to prescribers
 - Denominator: Number of DEA licensed prescribers who wrote at least one prescription **in the last 6 months**
3. Indicator: Proactive reporting- Internal PDMP notifications
 - Numerator: Number of internal PDMP reports sent to prescribers
 - Denominator: Number of DEA licensed prescribers who wrote at least one prescription **in the last 6 months** (same as 2nd indicator)
4. Indicator: Percent of patients receiving more than an average daily dose of >90 MME (across all opioid prescriptions)
 - Numerator: Number of patients with an average of ≥ 90 MME of opioid analgesic drugs prescribed per day in a given quarter, limited to schedule II, III, and IV drugs. Average MME calculated from total number of MMEs from all drugs prescribed per day, inclusive of overlapping prescriptions of either the same or different drugs, divided by the total number of prescription days. (limited to state residents with prescriptions in the state PDMP)
 - Denominator: State residents who received an opioid analgesic prescription, identified as numerator, for the quarter in the calendar year under surveillance in the state PDMP
5. Indicator: Rate of multiple provider episodes for prescription opioids (5 or more prescribers and 5 or more pharmacies in a 6-month period per 100,000 residents)
 - Numerator: Number of patients receiving prescriptions for opioid analgesics from five or more prescribers and that are dispensed at five or more pharmacies in a six-month period, limited to schedule II, III, and IV drugs and to state residents with prescriptions in MAPS (PDMP)
6. Indicator: Percent of patients prescribed long-acting/extended release opioids who were opioid naïve
 - Numerator: Number of patients per quarter prescribed at least one LA/ER opioid prescription who had

not been dispensed an opioid prescription in the previous 60 days. Limited to schedule II, III, and IV and to state residents with prescriptions in the MAPS system

- Denominator: State residents in the state PDMP who received an LA/ER opioid prescription for the quarter in the calendar year under surveillance
- 7. Indicator: Percent of prescribed days overlap between opioid prescriptions
 - Numerator: Total number of days per quarter any patient has more than one opioid prescription. A day with more than two overlapping prescriptions is still counted as one day of overlapping prescriptions. Limited to schedule II, III, and IV drugs.
 - Denominator: Total number of opioid prescription days, i.e., sum of prescribed opioids for state residents in the state PDMP for the quarter. A prescribed day with overlapping opioid prescriptions (\geq) is only counted as one prescription opioid day
- 8. Indicator: Percent of prescribed opioid days that overlap with benzodiazepine prescriptions
 - Numerator: Total number of days per quarter any patient has at least one opioid AND at least one benzodiazepine prescription on the same day. Limited to schedule II, III, and IV drugs.
 - Denominator: Total number of opioid prescription days, i.e., sum of prescribed opioid days for state residents in the same PDMP for the quarter. A prescription day with overlapping prescriptions (≥ 2) and/or overlapping opioid and benzodiazepine prescriptions (≥ 2) is only counted as one prescription opioid day

DELIVERABLES:

Service	Price
To add indicators and numerators/denominators to existing CDC report measures.	\$8,000.00

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

PROJECT CONTROL AND REPORTS:

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

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kim Gaedeke
Ottawa Building
Lansing Michigan 48933
517-373-2792
gaedekek@michigan.gov

The designated DTMB Project Manager is:

Kevin Rosinski
Phoenix Bldg., 3rd floor
222. N Washington Ave
Lansing, MI 48909
517-284-5304
RosinskiK@michigan.gov

The designated DTMB Project Manager is:

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestone and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss' intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

**10401 LINN STATION ROAD
Louisville KY, 40223**

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 2 (revised)
to
Contract Number 071B6600132

CONTRACTOR	Appriss Inc.
	10401 Linn Station Rd
	Louisville, KY 40223
	Jessica Radcliffe
	502-815-5568
	jradcliffe@appriss.com
	*****1324

STATE	Program Manager	Tim Gajda	LARA
		517-284-7030	
		GajdaT@michigan.gov	
	Contract Administrator	Simon Baldwin	DTMB
		(517) 284-6997	
		baldwins@michigan.gov	

CONTRACT SUMMARY

MICHIGAN AUTOMATED PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING OF CONTROLLED SUBSTANCES.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 15, 2016	September 14, 2019	2 - 2 Year	September 14, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
D P-Card	D Direct Voucher (DV)	D Other	IX Yes D No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
X	2 Years	D		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,531,386.00	\$6,128,068.00	\$9,659,454.00		

DESCRIPTION

Effective 9/12/2017, This Contract is increased by \$6,128,068.00 per the attached 8 Statement of Work (SOW) documents. This Change Notice also exercises one of the available 2 year options. The revised Contract expiration date is 9/14/2021. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval and State Administrative Board approval on 9/12/2017.
Revised to correct available option years.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **071B6600132**

CONTRACTOR	Appriss Inc.
	10401 Linn Station Rd
	Louisville, KY 40223
	Jessica Radcliffe
	502-815-5568
	jradcliffe@appriss.com
	*****1324

STATE	Program Manager	Tim Gajda	LARA
		517-284-7030	
		GajdaT@michigan.gov	
	Contract Administrator	Simon Baldwin	DTMB
		(517) 284-6997	
		baldwins@michigan.gov	

CONTRACT SUMMARY

MICHIGAN AUTOMATED PRESCRIPTION SYSTEM FOR ELECTRONIC MONITORING AND REPORTING OF CONTROLLED SUBSTANCES.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 15, 2016	September 14, 2019	2 - 1 Year	September 14, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
X	2 Years	<input type="checkbox"/>		September 14, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,531,386.00	\$6,128,068.00	\$9,659,454.00		

DESCRIPTION

Effective 9/12/2017, This Contract is increased by \$6,128,068.00 per the attached 8 Statement of Work (SOW) documents. This Change Notice also exercises both of the 2 available option years. The revised Contract expiration date is 9/14/2021. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval and State Administrative Board approval on 9/12/2017.



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

Project Title: NARxCARE Outcomes Study Proposal	Period of Coverage: 9/5/2017 – 8/31/2019
Requesting Department: Licensing and Regulatory Affairs Bureau of Professional Licensing	Date: 9/5/2017
Agency Project Manager: Kim Gaedeke	Phone: 517-335-1696
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: Appriss Health will work with MAPS to study the effectiveness of in-workflow PDMP clinical decision support. This will be accomplished by comparing baseline PDMP use and outcome metrics with those obtained after the implementation of NarxCare

PROJECT OBJECTIVE: To provide crucial data in the form of a study for LARA to quantify the effectiveness in workflow PMP clinician decision support. APPRISS will also provide another survey of perceived effectiveness of PMP risk indicators.

SCOPE OF WORK, TASKS and DELIVERABLES:

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

Provider activity:

- Total daily report views
- % compliance with checking before prescribing
- % overlapping prescriptions

Patient activity:

- Number of patients with > 5, 10 prescribers of opioids
- Number of patients with > 5, 10 prescribers of benzodiazepines
- Number of patients with > 5, 10 pharmacy visits
- Number of overlapping prescription days of opioids
- Number of overlapping prescription days of benzodiazepines
- Mean, median, mode Narx Scores
- Mean, median, mode Overdose Risk Score

General

- Total MME filled
- Avg MME per prescription
- Number of pills dispensed
- Number of prescriptions > 500, 1000 MME total

Study 2 – A survey of perceived effectiveness of PMP risk indicators

Overview: Appriss Health provides in-workflow PDMP clinical decision support that includes the use of data-derived risk indicators predictive of certain outcomes. These outcomes include overdose death, and non-fatal overdose. Appriss Health will work with MAPS to conduct an inline survey to providers engaged in clinical care to assess their overall perception of accuracy and usability of the risk indicators as they relate to decision to prescribe or decision to intervene.

DELIVERABLES AND PAYMENT MILESTONES:

Category	Resources Required (Contractor to identify each IT classification)	Milestone cost (\$)	Comments
Initiation and Planning: Kickoff, identification and prioritization of study 1 and 2 requirements confirmation	Project Manager Client Relations	\$125,000.00	Payable August 1, 2018 considering satisfactory acceptance of deliverable.
Development and Implementation: Build patient and provider activity models along with general measurement metrics. Initiate and complete inline survey of users.	Project Manager Development Team	\$375,000.00	Payable December 1, 2018, considering satisfactory acceptance of deliverable.
Total Cost		\$500,000.00	

PROJECT CONTROL AND REPORTS:

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

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Per the original Contract #071B6600132.

PAYMENT SCHEDULE:

NOTE: Payment will be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kim Gaedeke
Licensing and Regulatory Affairs
Bureau of Professional Licensing
GaedekeK@michigan.gov
517-335-1696

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss' intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: MAPS Law Enforcement Module	Period of Coverage: 9/5/2017 – 8/31/2019
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 9/5/2017
Agency Project Manager: Kim Gaedeke	Phone: 517-335-1696
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: Michigan Automatic Prescription System is being evaluated to improve the efficiency of the system for all of its users. A new Law Enforcement Module to be created with enhances workflow.

PROJECT OBJECTIVE: to create a law enforcement module within the PMP AWARxE platform for MAPS. BPL/LARA will replicate exactly what Ohio will be implementing that will allow each law enforcement agency to have individual Administrators to review within their law enforcement organization (LEO) (Law Enforcement Officer) each MAPS (Michigan Automated Prescription System) report request to ensure that the request comports with state statutory and regulatory requirements. This will allow the Administrator of the LEO to maintain each request by approving and/or denying their agency’s registered user requests. This will create improved efficiency. BPL/LARA will still approve at the point of registration each LEO Administrator as well as view any requests, but the actual approval or denial of each request will be the responsibility of the LEO Administrator registered to MAPS.

SCOPE OF WORK/TASKS:

1. Create a universal Agency List. This will be an all-inclusive list of law enforcement agencies that you will allow access to the PMP system.
2. Upload the Agency List to LE roles that will be granted access to the system.
3. When LE users register, they will be required to select their agency from the drop-down. This establishes them as a user (i.e. delegate) of that agency. The Agency Head/Chief or Agency Admin should register prior to their subordinates.
4. The Agency Head/Chief or Agency Admin has limited administrative access. They can approve/reject new registrants, update their users’ demographics, view their agency users’ activity, and they can approve their agency users report requests. They cannot enable new permissions or change existing requirements outside of what the state admin has already established.
5. Once approved, the LE user will be able to run reports. When running the report they will receive a message indicating the request has been sent to their admin for approval.
6. The Agency Administrator will have the ability to approve/reject their agency’s users report requests.
7. The LE user will receive an email indicating their search request was approved/rejected. In addition, the user’s dashboard will indicate the status of the request; complete/rejected/pending.

Additional Considerations:

- A state does not have to utilize both Agency Administration roles (Agency Chief/Head, Agency Admin). Using one or the other will employ the LEO workflow described in this document.
- The Agency Administration workflow uses an implicit supervisor/delegate relationship. Agency Users are not required to input a supervisor email during registration to be linked as a delegate. If you will require an explicit supervisor/delegate relationship, LE users will be required to input their supervisor’s email during registration and their agency supervisor will need to register first. In addition LE user’s will be required to

select their supervisor from a drop-down list prior to running a report.

- Agency Users must have an active Agency Administrator. If the state admin deactivates the Agency Administrator, the agency's users will still have access to the system but will not be able to request new reports.

DELIVERABLES:

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

Milestone Payments	Payment Amounts
Successful completion of Law Enforcement Module	\$20,000.00
TOTAL	\$20,000.00

PROJECT CONTROL AND REPORTS:

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

4. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
5. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
6. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Per the original Contract #071B6600132.

PAYMENT SCHEDULE:

NOTE: Payment will be based upon:

- **Satisfactory acceptance of deliverable**

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kim Gaedeke
GaedekeK@michigan.gov

Licensing and Regulatory Affairs
Bureau of Professional Licensing
517-335-1696

The designated DTMB Project Manager is:

Stu Willard
WilladS@michigan.gov
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestone and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss' intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments for Law Enforcement Module.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: BJA Harold Rogers Grant/Cat2/HRogers Grant – Overdose Overlay Report	Period of Coverage: 9/5/2017 – 8/31/2019
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 9/5/2017
Agency Project Manager: Kim Gaedeke	Phone: 517-335-1696
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: The Bureau of Professional Licensing is asking APPRISS to overlay MAPS (Michigan Automated Prescription System) data with Michigan provided patient overdose data over three years.

PROJECT OBJECTIVE: To overlay data from approximately 1900 patients. This request is to generate one year of data prior to their date of death.

SCOPE OF WORK, TASKS:

The fields needed are that of a standard MAPS csv report: patient first name, patient last name, DOB (MI would provide these three for Appriss, along with the date of death), address, prescription information (drug name/strength), written date, fill date, refill number, prescriber info, and dispenser info.

- Initial run would be approximately 5,000 patients (1,500-2,000 each for 2013, 2014 and 2015)
- Would like secondary file with list of patients that did not have results from MAPS
- Addition of patient county code to results

DELIVERABLES:

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

Milestone	Payment Amount
Successful completion and delivery of MAPS overlay data	\$7,200.00

PROJECT CONTROL AND REPORTS:

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

- Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Per the original Contract #071B6600132.

PAYMENT SCHEDULE:

NOTE: Payment will be based upon:

- ***Satisfactory acceptance of deliverable***

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kim Gaedeke
Licensing and Regulatory Affairs
Bureau of Professional Licensing
GaedekeK@michigan.gov
517-335-1696

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestone and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is APPRISS' intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payment for Overlay Report.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: SAMHSA Grant: NARxCARE Outcomes Study/Peer to Peer communications development	Period of Coverage: 9/5/2017 – 8/31/2019
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 9/5/2017
Agency Project Manager: Kim Gaedeke	Phone: 517-335-1696
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: The Bureau of Professional Licensing is using MAPS (Michigan Automated Prescription System) and is looking for a more robust substance use disorder platform. The platform offered by APPRISS will make the MAPS system more efficient for practitioners and for others who use the system. The new functionality will provide an integrated environment for users and the new workflow will make it more accessible and intuitive. Michigan will be the 42nd state utilizing the Appriss, PMP Aware, solution for its PDMP called the Michigan Automated Prescription System (MAPS). As technology solutions evolve, Michigan will be poised after fully transitioning to the Appriss solution on April 4, 2017 to enhance the new system with a more robust Substance Use Disorder (SUD) platform that Appriss offers, called NarxCare. This advanced platform can also be directly integrated with pharmacy electronic management systems and health electronic medical records to fit nicely within practitioner clinical workflows to encourage use of the state's PMP with direct accessibility and intuitive functionality.

PROJECT OBJECTIVE: To develop and upgrade the current NARxCARE solution offered by APPRISS to include peer-to-peer communication functionality within the NARxCARE into AWARE web portal and integrations. NarxCare is the next generation SUD platform designed to provide a more comprehensive approach to addressing substance use disorder. NarxCare aids care teams in clinical decision-making, provides support to help prevent or manage substance use disorder, and empowers states with the comprehensive platform they need to take the next step in the battle against opioid addiction. NarxCare aggregates two years of historical prescription data from providers and pharmacies including quantities and active prescriptions and presents interactive, visual representations of the data, as well as complex risk scores based on the data. The platform then provides tools and resources to enable prescribers, dispensers and care teams to help patients and connect them to treatment if necessary.

SCOPE OF WORK, TASKS:

This solution is presented in two main modules: The Narx Report and Resources. The Narx Report includes a patient's NarxScores, Predictive Risk Scores, Red Flags, Rx Graph and access to Resources and Provider Communications. The NarxCare Resources module provides Medication Assistance Treatment (MAT) locators, patient information handouts, drug drop-off locations, and more. All features are accessible with a single click and automatically contextualized to an individual patient's demographics. NarxCare also delivers peer-to-peer messaging, including the transmission of documents, enabling easy communication among all authenticated users. Messaging enables collaboration of care, alert and information sharing, and other functions important to clinical decision-making and patient care.

The Michigan Department of Licensing and Regulatory Affairs (LARA) is partnering with the Michigan Department of Health and Human Services (DHHS) to respond to the SAMHSA FOA and is submitting a proposal covering the area of prevention by seeking \$500,000 to be spent as a one-time development project toward enhancing the state's PMP, MAPS, for the following:

1. Develop and upgrade current NarxCare solution offered by Appriss to include peer-to-peer communication functionality within the NarxCare into AWARE web portal and integrations.

By making this level of investment in MAPS, with adding NarxCare technology solution, this will supplement current activities that LARA has implemented in the area of regulation and better identifying practitioners who are illegally and knowingly over prescribing, over dispensing and/or involved or engaging patients in drug diversion. In addition, it will encourage increased use by practitioners to use MAPS with LARA's ongoing

collaboration with DHHS we can better address and prevent SUD deaths in particular around the area of Opioid abuse deaths. Having this kind of advanced technology tool that can assist in connecting the dots of the various elements needed to comprehensively fight this epidemic that Michigan along with all the other states are combatting is essential if we are going to stop it on the front line before it's too late.

DELIVERABLES:

NARxCARE Communications Module Development	Resources required (contractor to identify each IT classification)	Milestone cost (\$)	Comments
Initiation and Planning: Project kickoff and requirement gathering. Identify key communication paths among Michigan user groups (i.e. providers, hospitals and pharmacy)	Project Manager, Business Analyst, Data Analyst	\$75,000.00	Payable October 31, 2017, considering satisfactory acceptance of deliverable..
Development: Configure peer-to-peer communications module, inclusion of care notes, pain contracts and other pertinent PDF attachment documents.	Development Team, Project Manager	\$325,000.00	Payable December 1, 2017, considering satisfactory acceptance of deliverable..
Implementation: Deployment within Phase 2 deployment of NARxCARE Substance Use Disorder (SUD) platform.	Project Manager, Development Team, Client Manager	\$100,000.00	Payable December 31, 2017, considering satisfactory acceptance of deliverable..
TOTAL COST		\$500,000.00	

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

PROJECT CONTROL AND REPORTS:

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

10. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project.
11. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
12. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: Payment will be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kim Gaedeke
Licensing and Regulatory Affairs
Bureau of Professional Licensing
GaedekeK@michigan.gov
517-335-1696

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestone and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is APPRISS' intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables are based on payments for

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: Michigan Automated Prescription System Apriss - FY 2018 licensing fees, maintenance and support	Period of Coverage: 9/5/2017 – 8/31/2019
Requesting Department: Licensing and Regulatory Affairs/Bureau of Professional Licensing	Date: 9/5/2017
Agency Project Manager: Kim Gaedeke	Phone: 517-335-1696
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: Michigan will be the 42nd state utilizing the Apriss, PMP Aware, solution for its PDMP called the Michigan Automated Prescription System (MAPS). As technology solutions evolve, Michigan will be poised after fully transitioning to the Apriss solution on April 4, 2017 to enhance the new system with a more robust Substance Use Disorder (SUD) platform that Apriss offers, called NarxCare. This advanced platform can also be directly integrated with pharmacy electronic management systems and health electronic medical records to fit nicely within practitioner clinical workflows to encourage use of the state’s PMP with direct accessibility and intuitive functionality

PROJECT OBJECTIVE: NarxCare is the next generation SUD platform designed to provide a more comprehensive approach to addressing substance use disorder. NarxCare aids care teams in clinical decision-making, provides support to help prevent or manage substance use disorder, and empowers states with the comprehensive platform they need to take the next step in the battle against opioid addiction. NarxCare aggregates two years of historical prescription data from providers and pharmacies including quantities and active prescriptions and presents interactive, visual representations of the data, as well as complex risk scores based on the data. The platform then provides tools and resources to enable prescribers, dispensers and care teams to help patients and connect them to treatment if necessary.

This solution is presented in two main modules: The Narx Report and Resources. The Narx Report includes a patient’s NarxScores, Predictive Risk Scores, Red Flags, Rx Graph and access to Resources and Provider Communications. The NarxCare Resources module provides Medication Assistance Treatment (MAT) locators, patient information handouts, drug drop-off locations, and more. All features are accessible with a single click and automatically contextualized to an individual patient’s demographics. NarxCare also delivers peer-to-peer messaging, including the transmission of documents, enabling easy communication among all authenticated users. Messaging enables collaboration of care, alert and information sharing, and other functions important to clinical decision-making and patient care.

Annual NARxCARE in AWARxE SaaS software license fees include maintenance and support (help desk, release management and Technical Support)

Cost Category	Software Cost
Software licensing	
Second Year	\$456,000.00
Third Year	\$456,000.00
Fourth Year	\$456,000.00
Fifth Year	\$456,000.00
Sixth Year	\$456,000.00
Seventh Year	\$456,000.00
TOTAL	\$2,736,000.00

SPECIFIC DEPARTMENT STANDARDS:

Per the original Contract #071B6600132.

PAYMENT SCHEDULE:

NOTE:

- ***Satisfactory acceptance of each Deliverable***

Payment will be made on an annual basis as the software licensing costs are due. DTMB will pay the vendor upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kim Gaedeke
Licensing and Regulatory Affairs
Bureau of Professional Licensing
GaedekeK@michigan.gov
517-355-1696

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300



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

Project Title: Advanced NARxCARE training for MI MAPS users	Period of Coverage: 9/5/2017 – 8/31/2019
Requesting Department: Licensing and Regulatory Affairs Bureau of Professional Licensing	Date: 9/5/2017
Agency Project Manager: Kim Gaedeke	Phone: 517-335-1696
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: LARA is actively integrating MAPS data and NarxCare reports within the clinical workflow. Appriss Health will provide the required training guides, tutorials and material needed to interpret new Patient Risk Scores including Narcotic, Sedative, Stimulant and Overdoes risk scores.

PROJECT OBJECTIVE: to provide advanced training material for NARxCARE platform deployment

SCOPE OF WORK, TASKS and DELIVERABLES:

The Appriss Research & Analytics team will work with MI LARA to provide the following deliverables:

- Research and develop NarxCare use case training material.
- Collaborate with LARA and key MAPS stakeholders to consolidate NarxCare score definitions and protocol.

Create and distribute agreed upon training material to all active MAPS users (28,000).

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

OUT OF SCOPE:

Further request to modify the overdose risk analytics beyond the scope outlined above (substantive or cosmetic), requests for additional quarterly runs, further customization of metrics, or further changes required due to statute modifications that may be implemented prior to go live of this request are all considered out of scope

PROJECT CONTROL AND REPORTS:

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

13. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project.
14. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
15. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Per the original Contract #071B6600132.

PAYMENT SCHEDULE: The milestone will be slated for payment after successful completion of training.

NARxCARE Training Deliverables	Milestone cost (\$)	Comments
Initiation and Planning: Project kickoff and requirement gathering.	\$25,000	Payable by 10/15/2017
Development: Content development for Narxcare training guide and tutorial (to be provided within Narxcare application).	\$0.00	Payable by 11/01/2017
Implementation: Deployment of training guide and tutorial within Narxcare application.	\$50,000.00	Payable by 11/30/2017.
Development: Content development and design for interactive Narxcare training video.	\$0.00	Payable by 12/30/2017
Delivery of interactive Narxcare training video	\$293,868.00	Payable by 12/30/2017
TOTAL COST	\$368,868	Payable by 12/30/2017

NOTE: Payment will be based upon: Satisfactory acceptance of each Deliverable

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kim Gaedeke

GaedekeK@michigan.gov

Licensing and Regulatory Affairs

Bureau of Professional Licensing

517-335-1696

The designated DTMB Project Manager is:

Stu Willard

WillardS@michigan.gov

Department of Technology, Management and Budget

Agency Services for Licensing and Regulatory Affairs

517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestones and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss' intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: SAMHSA Grant: Integrate NARxCARE Statewide Integration Project	Period of Coverage: 9/5/2017 – 8/31/2019
Requesting Department: Licensing and Regulatory Affairs – Bureau of Professional Licensing	Date: 9/5/2017
Agency Project Manager: Kimberly Gaedeke	Phone: 517-335-1696
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: The State of Michigan Department of Licensing and Regulatory Affairs (LARA) is looking to increase utilization of Prescription Monitoring Program (PMP) data within clinical workflows – both at the physician end and pharmacist end. Several initiatives over the years have already yielded positive results. While this will help accelerate the adoption of PMP usage, it also poses additional time demands on already busy physicians. Pharmacists also face similar time constraints as they attempt to utilize PMP data at the point of dispensation of prescription drugs.

To increase the efficiency and effectiveness of use of PMP data, LARA PMP – that has the responsibility to run the Michigan PMP, – has embarked on a path to improve interoperability of PMP data. The end-goal is to provide all authorized healthcare entities – ambulatory care units, acute care facilities, emergency care units, pharmacies and others – the ability to integrate LARA PMP data via NarxCare into their Health IT systems, be they Electronic Medical Records (EMRs), Electronic Health Records (EHRs) or Pharmacy Management Systems.

To accelerate deployment of interoperability technologies, LARA PMP and Appriss will collaborate to deliver connectivity technology and services to authorized healthcare entities in Michigan.

PROJECT OBJECTIVE: To integrate LARA PMP data into every physicians and every pharmacist's workflow in Michigan.

SCOPE OF WORK: The scope of work of this Interoperability Program is to leverage PMP Gateway, an integration technology service from Appriss, to ultimately integrate LARA PMP data into every physician's and every pharmacist's workflow in Michigan

TASKS:

Major streams of work as part of this project include:

Developing an onboarding process for healthcare organizations: This work stream will include, but is not limited to:

The requisite license agreements and/or terms and condition of use, integration request forms and instructions to healthcare organizations about how to request access to LARA PMP data through PMP Gateway; Workflow for handover of approved integration requests from LARA PMP to Appriss;

Integration project management to onboard healthcare organization on to PMP Gateway;

Delivering a reliable 24x7x365 integration service: for healthcare organizations to query LARA PMP and receive patient reports, within their health IT system;

Establishing and operating an ongoing support model: for the healthcare organization's IT personnel to contact Appriss about any issues;

Delivering regular and ad hoc updates of progress: Provide a report/dashboard that shows progress towards a mutually agreed upon goal for number of institutions/users, as set by LARA;

Developing integrations with various Health IT system vendors: LARA PMP will select health IT system vendors that Appriss should work with and help connect.

Any integration project of this nature will include activities – be they development, or operations – for every step in the chain of systems/processes from the health IT system to the PMP system, and back.

OUT OF SCOPE: Not included in the scope of work for this project is any development/customization work from Appriss on the healthcare organization's health IT system or on the PMP System itself. Also not included in the scope of work for this project are any modifications or customizations to the underlying PMP system or third party systems such as PMP InterConnect.

PERIOD OF PERFORMANCE:

The period of performance for the LARA PMP Interoperability Program commences on the effective date of the contract for this service and receipt of a purchase order. This project is an ongoing program and will continue to onboard healthcare organizations to access and integrate LARA PMP data into physician and pharmacist workflows until the end of the contract. At present, this contract is expected to continue from the contract execution date through 2019 with possible annual extensions beyond.

WORK REQUIREMENTS:

As part of the LARA PMP Interoperability Program, Appriss will be responsible for performing various tasks throughout the project. The following is a representative list of tasks that will be necessary for the success of the program. Both, the State Department of Licensing and Regulatory Affairs and Appriss agree to review the progress of the Program on a regular basis and adjust the plan to accomplish the overall program objectives, as set forth by the State Department of Licensing and Regulatory Affairs. Frequency of these meetings will preliminarily be weekly and will subsequently become monthly as the program enters the Roll-Out Phase.

Appriss will provide a solution to authorized healthcare entities that wish to integrate LARA PMP data into clinical workflows. The solution will include technical know-how, integration software and ongoing support services to authorized healthcare entities through designated IT support personnel of said entities.

Appriss will provide an integration service, PMP Gateway[®]: that provides Health IT Systems (Electronic Health Records, Pharmacy Management Systems, etc.) of authorized healthcare organizations, the ability to make requests for patient reports from target Prescription Monitoring Program (PMP) on behalf of authorized users, and receive prescription reports from the responding PMP.

The Michigan State Department of Licensing and Regulatory Affairs and Appriss will develop an Integration Request Form and Terms of Use to be signed by healthcare entities before they can subscribe to the integration services. Any healthcare entity (PMP Gateway subscriber) interested in integrating LARA PMP data into workflows of authorized users will accept the Terms of Use prior to accessing the integration services.

Appriss will provide subscriber with technical documentation (the Application Programming Interface) that describes how to connect to, and use PMP Gateway.

If subscriber is utilizing a health IT system (EMR) that has already connected to PMP Gateway, Appriss will make the subscriber aware of it. Subscriber will then work with the vendor of the health IT system to procure the required code/services to accelerate the integration. Appriss will not charge the subscriber, any startup or recurring fees for said integration. However, any charges from the health IT vendor to provide the code/services to affect such integration will be the responsibility of the subscriber.

Appriss will provide a test environment where the licensee is able to test their integration before utilizing the integration technology against the live LARA PMP system.

Appriss will provide subscriber's IT organization with technical support as required during the implementation phase and while in production.

Subscriber agrees to designate a point of contact for the end-users (defined as any authorized user of LARA PMP who is an employee of, or contractor to the subscriber's organization) in case the end-users have support needs. Appriss will work with subscriber's point of contact to diagnose and resolve any issues related to the integration services.

Appriss will provide the LARA information regarding the use of the integration services by subscribers. Said information includes, but is not limited to:

Subscriber organization name

Number of transactions from subscriber to LARA PMP within any timeframe

Specific users within subscriber's organization that have requested LARA PMP reports

Specific facilities from which subscriber's authorized users have requested LARA PMP reports

LARA and Appriss agree to jointly present findings from the studies in relevant state, regional and national forums with the intent of educating other states and healthcare organizations about the impact of integrations on healthcare quality, cost and safety.

STANDARD SERVICE FEATURES:

The standard capabilities provided with the PMP Gateway[®] service are:

Client Interface: A web service interface that can be invoked by the Health IT system (such as an EHR/EMR, or Pharmacy Management System) of an authorized healthcare organization (Health System, Pharmacy Chain, Integrated Delivery Network, etc.).

Requestor Provisioning Service: Managed by Appriss, this module is utilized to provision healthcare organizations to PMP Gateway®. An order form that is mutually agreed upon by the State of Michigan Department of Licensing and Regulatory Affairs and Appriss will be filled out by the requesting healthcare organization prior to provisioning. Upon provisioning, a message is sent to the LARA PMP Administrator to review and authorize the requesting healthcare organization to connect to the LARA PMP via PMP Gateway®.

Authorization Module for PMP Administrator: Accessible via the Administrator console of PMP InterConnect, this module provides LARA PMP DATA Administrator, the ability to authorize a requesting healthcare organization (e.g., the EHR of an ambulatory care practice in Michigan) to access LARA PMP data through the PMP Gateway®.

Run-Time Services: The run-time services enforce the authorization rules set forth by the LARA PMP Administrator and process incoming requests from the Health IT System.

Reporting Services: PMP Gateway® will provide regular reports to the LARA PMP Administrator relating to the usage of the PMP Gateway service by authorized healthcare organizations. The reports include, but are not limited to usage metrics drilled down by various attributes. Usage reports include, but are not limited to:

Usage metrics by healthcare organization;

Usage metrics by facility;

Usage metrics by authorized user within a healthcare facility (including a pharmacy);

Specific patient reports accessed via PMP Gateway, with cross-references to the response identifier provided by the underlying PMP system.

The aforementioned reports can be exported by the authorized administrative user as a Comma Separated Values (CSV) file.

Technical Support: Appriss will operate a 24x7x365 support center to receive incoming support requests from designated IT support personnel within authorized healthcare organizations. Support requests are routed to the appropriate organization/department for response.

Integration Support: Appriss will provide technical assistance to authorized healthcare organizations in integrating their Health IT System to PMP Gateway® and testing the integration.

Kickoff:

Appriss and LARA PMP will identify and assemble a team of key stakeholders and Program Sponsors. LARA PMP will present the overall goals of the program and the two parties will co-develop Key Performance Indicators (KPIs) for the program.

Appriss will conduct a detailed walkthrough of the current customer onboarding process including template project plan, work breakdown structures, testing plan and key milestones.

LARA PMP will present a pipeline of healthcare organizations that may already be interested in connecting to LARA PMP. The purpose is for Appriss to conduct an outreach to key contacts within these organizations to initiate integration related activities.

LARA PMP and Appriss will identify the program leadership structure, key points of contact and points of escalation.

Design Phase (conducted in partnership with LARA PMP):

Appriss will develop a customer onboarding process for healthcare organizations.

Appriss and LARA PMP will finalize the "Integration Request Form" and any additional documents (or references to existing documents) that will identify the terms and conditions of use and serve as the End-User License Agreement (EULA).

Appriss will work with LARA PMP to define test patient data to be used by healthcare organizations to conduct their end-to-end connection tests.

Appriss will present the existing report package for LARA PMP to review and provide input. Any additional reports arising from this review will be considered for development.

Appriss and LARA PMP will define escalation processes that involve the state.

Appriss and LARA PMP will develop communication strategies to inform and invite healthcare organizations to leverage the capabilities to connect their respective health IT systems to PMP Gateway.

Appriss and LARA PMP will identify the top health IT system vendors and develop communication strategies to inform and invite health IT system vendors to build integrations to PMP Gateway to help their customer healthcare organizations in Michigan and elsewhere in the country.

Program Launch Phase:

LARA PMP will execute communication strategies developed above to notify health IT system vendors and healthcare organizations about the Program.

Appriss will host a series of informational webinars to help interested parties gain better understanding of the

program and available technology and tools to connect to PMP Gateway.
 Appriss will make available, a document to address frequently asked questions.

Roll Out Phase (this is an ongoing phase of the Program until every healthcare entity in Michigan is connected to PMP Gateway):

For each healthcare entity that is reviewed and approved by LARA PMP, Appriss work with healthcare entity (or its health IT system vendor) to develop using the interface specifications of PMP Gateway.

Appriss will assist the healthcare entity conduct end-to-end tests from the healthcare entity's system to LARA PMP.

Appriss will familiarize the healthcare organization's designated IT staff with the escalation and support process.

Appriss will notify LARA PMP upon roll-out of the healthcare organization and add its metrics to the regular status reports.

Ongoing Operations and Support Phase:

Appriss will provide LARA PMP with regular reports of the performance of the healthcare organizations connected to PMP Gateway. These will be standard reports generated with PMP Gateway data.

In regular oversight meetings with LARA PMP team, Appriss will present any emerging issues, lessons learned and planned enhancements to the system.

Appriss will operate a 24x7x365 support operation that will provide the point of escalation for designated IT staff from the healthcare organization.

Project Handoff/Closure:

This is an ongoing program. The program ends when the contract with LARA PMP to provide interoperability infrastructure and services ends.

DELIVERABLES:

The below list consists of the initial milestones identified for the LARA PMP Interoperability Program. The timelines are presented as days from the effective date of the contract and receipt of a purchase order.

Category	Milestone cost (\$)	Due Date
PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.	\$150,000	September 1, 2017
PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.	\$150,000	October 1, 2017
PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.	\$150,000	November 1, 2017

<p>PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.</p>	\$150,000	December 1, 2017
<p>PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.</p>	\$150,000	January 1, 2018
<p>PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.</p>	\$150,000	February 1, 2018
<p>PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.</p>	\$150,000	March 1, 2018
<p>PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.</p>	\$150,000	April 1, 2018
<p>PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.</p>	\$150,000	May 1, 2018
<p>PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.</p>	\$150,000	June 1, 2018
<p>PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.</p>	\$150,000	July 1, 2018

PMP Gateway licensing, integration onboarding, maintenance and support (Workflow for ongoing management of integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress. In addition, ongoing maintenance and support of integrated healthcare entities.	\$150,000	August 1, 2018
Total	\$1,800,000	

NOTE: Due to the high profile of this Program, there may be healthcare organizations that reach out earlier than the stipulated milestone dates. In this case, Appriss will engage the healthcare organizations immediately with existing integration tool kits. Appriss and LARA PMP will continue to work in parallel, per the schedule described above, to get the Program materials in place

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

PROJECT CONTROL AND REPORTS:

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

- 16. Hours: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- 17. Accomplishments: Indicate what was worked on and what was completed during the current reporting period.
- 18. Funds: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Per the original Contract #071B6600132.

PAYMENT SCHEDULE:

NOTE: Payment to be based upon:

- **Satisfactory acceptance of each Deliverable**

Payment will be made on a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kim Gaedeke
Licensing and Regulatory Affairs
Bureau of Professional Licensing
GaedekeK@michigan.gov
517-335-1696

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations.

It is anticipated that certain major milestone and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is Appriss' intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

10401 LINN STATION ROAD
Louisville KY, 40223

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Deliverables based payments for outcomes study.

State of Michigan policies and procedures govern normal work hours, they are not to exceed eight (8) hours a day, forty (40) hours a week for hourly based work. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

Project Title: Advanced Overdose Risk Analytics for MAPS	Period of Coverage: 9/5/2017 – 8/31/2019
Requesting Department: Licensing and Regulatory Affairs Bureau of Professional Licensing	Date: 9/5/2017
Agency Project Manager: Kim Gadeke	Phone: 517-335-1696
DTMB Project Manager: Stu Willard	Phone: 517-284-5300

BACKGROUND: Appriss Health will perform the following analyses on the AWARxE data for MI MAPS and present the data in a combination of PowerPoints and associated raw data in excel and comma delimited formats.

The analyses are dependent on MI MAPS providing death identity data and provider specialty data.

The requirements confirmation will be completed NLT September 30th with the deliverable NLT October 31st (assumes death and specialty data from 2013 - 2015 is provided NLT September 15th).

*Upon receipt of the 2016 death data file from MI LARA in FY 2018, Appriss Health will provide an additional overdose risk analytics report using the 2016 death data.

PROJECT OBJECTIVE: Perform advanced overdose risk analytics for Michigan Automated Prescription System.

SCOPE OF WORK:

The Appriss Research & Analytics team will work with Michigan PMP AWARxE data to perform the following analyses:

- General statistics
 - Total patient count
 - Total dispensations
 - Total dispensaries
 - Total dispensers
 - Total prescriptions
 - Total prescribers
 - Total opioid Rx count
 - Number and type of unique Rx by GCN
 - Number and type of unique opioid Rx
 - Number of Awarxe search requests
 - Number of unique Awarxe users
 - Percent of enrolled prescribers
- Number of prescriptions by Location
 - Provided in color coded map
- Number of dispensations by drug type
 - Opioid
 - Sedative
 - Stimulant
 - Steroid
 - Neuropathic Pain
 - Cannabinoid
 - GI Narcotics
 - Anesthetic
 - Other

Out of Scope:

Further request to modify the overdose risk analytics beyond the scope outlined above (substantive or cosmetic), requests for additional quarterly runs, further customization of metrics, or further changes required due to statute modifications that may be implemented prior to go live of this request are all considered out of scope.

DELIVERABLES:

Milestone Payments	Payment Amount
Advanced Overdose Risk Analysis	\$196,000.00
TOTAL	\$196,000.00

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

PROJECT CONTROL AND REPORTS:

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

- 19. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- 20. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- 21. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Per the original Contract #071B6600132.

PAYMENT SCHEDULE:

**NOTE: Payment will be based upon:
Satisfactory acceptance of the Deliverable**

Payment will be made on a time a deliverables basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect 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. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Kiim Gaedeke
Licensing and Regulatory Affairs
Bureau of Professional Licensing
GaedekeK@michigan.gov
517-335-1696

The designated DTMB Project Manager is:

Stu Willard
Department of Technology, Management and Budget
Agency Services for Licensing and Regulatory Affairs
WillardS@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the activities related to this project will be performed out of the vendor's offices located in Louisville, KY. Portions of the work may be done in the vendor's other office locations. It is anticipated that certain major milestone and planning meetings with various stakeholders will occur in locations selected by LARA PMP. It is APPRISS' intent and expectation to perform its duties and functions in any location as may be warranted if it has a direct impact on the overall success of the project.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Payment is based on final deliverable as outlined in DTMB Statement of Work.

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 071B6600132

CONTRACTOR	Appriss Inc.
	10401 Linn Station Rd
	Louisville, KY 40223
	Jessica Radcliffe
	502-815-5568
	jradcliffe@appriss.com
	*****1324

STATE	Program Manager	Tim Gajda	LARA
		517-284-7030	
		GajdaT@michigan.gov	
	Contract Administrator	Simon Baldwin	DTMB
		(517) 284-6997	
		baldwins@michigan.gov	

CONTRACT SUMMARY

MICHIGAN AUTOMATED PRESCRIPTION SYSTEM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 15, 2016	September 14, 2019	2 - 1 Year	September 14, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 14, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$2,470,000.00	\$1,061,386.00	\$3,531,386.00

DESCRIPTION

Effective May 2, 2017, this contract is increased by \$1,061,386.00 per the attached Statement of Work - MAPS Modernization Phase 2 to improve integration with Electronic Medical Records (EMRs), Electronic Health Records (EHRs) or Pharmacy Management Systems and add enhanced reporting, alerts and analytics. Ad board approval has already been received for \$738,500.00 from 8/30/2016 Ad Board. The remaining amount \$322,886.00 falls within DTMB Procurement's purchase threshold. Please note that the Contract Administrator has been changed to Simon Baldwin. All other terms, conditions, specifications, and pricing remain the same. Per contractor proposal, agency agreement and DTMB Procurement approval.



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

Project Title: MAPS Modernization Phase 2	Period of Coverage: May 2017 – May 2020
Requesting Department: Licensing and Regulatory Affairs/ Bureau of Professional Licensing	Date: 04/03/2017
Agency Project Manager: Tim Gajda	Phone: 517-335-6488
DTMB Project Manager: Kevin Rosinski	Phone: 517-284-5304

Brief Description of Services to be provided:

The Michigan Automated Prescription System (MAPS) was recently modernized to the new Software as a Service (SaaS) AWAxRE platform by Appriss. The new system went live on April 5th, 2017. This Statement of Work represents the second phase of this modernization. The phase will utilize grant monies to improve integration with Electronic Medical Records (EMRs), Electronic Health Records (EHRs) or Pharmacy Management Systems. The projection will also add enhanced reporting, alerts and analytics.

BACKGROUND:

Through the awarding of grant funds to the Michigan Department of Licensing and Regulatory Affairs (LARA), the department is embarking on a variety of build outs to Michigan’s prescription drug monitoring program.

With the use of funds obtained through a Harold Rogers 2016 Category 1 grant being awarded to the state, LARA is seeking to increase utilization of Prescription Monitoring Program (PMP) data within clinical workflows – both at the physician end and the pharmacist end. Traditional access to PMP data pose time demands on already busy physicians. Pharmacists also face similar time constraints as they attempt to utilize PMP data at the point of dispensation of prescription drugs.

In order to increase the efficiency of PMP data, LARA has embarked on a path to improve the interoperability of MAPS. The end-goal is to provide authorized healthcare entities – ambulatory care units, acute care facilities, emergency care units, pharmacies and others – the ability to integrate MAPS data into their health IT systems, be they Electronic Medical Records (EMRs), Electronic Health Records (EHRs) or Pharmacy Management Systems.

Furthermore, through the use of funds obtained through a Harold Rogers 2016 Category 2 grant being awarded to the state, LARA is seeking the establishment of advanced new reporting options for prescribers, and dispensers, which will alert individuals of prescribing behavior and patient behavior. These funds will be used to implement an increased analytics reporting program, providing advanced insight to the department which can be used to prevent overprescribing and drug diversion. In order to accomplish this goal, the advanced reporting options project will be divided into three categories: Prescriber Report Cards, PMP Alerts, and Analytics Reporting.

Moreover, through the use of funds obtained through a CDC grant being awarded to the state, LARA is seeking an enhanced partnership with the Michigan Department of Health and Human Services (MDHHS), in which LARA will be able to run indicator reports on Michigan patient prescription opioid abuse. In addition, two system enhancements will allow for deeper analysis of prescriber activity and patient demographics as well as alerts to prescribers when patients exceed a daily morphine milligram equivalent.

Additionally, through the use of General Fund dollars, LARA is seeking to include Clinical Alerts as part of an enhancement to our PMP AWARe software. Clinical Alerts will be used to alert authorized users (prescribers and pharmacists) of pre-defined clinical metrics around prescribing and dispensing activity and potential risk to the patient.

And finally, through the use of General Funds, LARA is seeking to include integration of PMP AWARe software with LARA's new licensing platform developed by Accela for its Nursing program that will be launching in July of 2017. This is a new requirement being added to the contract because it is critical that Appriss has the ability to verify licensed nurses as being actively licensed and have the appropriate license to register to MAPS, PMP AWARe program.

OBJECTIVE:

1. Increase the utilization of Prescription Monitoring Program data within clinical workflows, both at the physician end and the pharmacist end.
2. Create advanced new reporting options for prescribers and dispensers, which will alert individuals of prescribing behavior and patient behavior.
3. Establish an improved analytics reporting program, providing advanced insight to the department which can be used to prevent overprescribing and drug diversion.
4. Improve LARA's partnership with the Michigan Department of Health and Human Services, to allow for indicator reports to be run on Michigan patient prescription opioid abuse.
5. Create system enhancements which will allow for deeper analysis of prescriber activity and patient demographics, as well as alerts to prescribers when patients exceed a daily morphine milligram equivalent.
6. Create clinical alerts to be used to alert authorized prescribers and pharmacists of pre-defined clinical metrics around prescribing and dispensing activity and potential risk to the patient.
7. Create integration of PMP AWARe software with LARA's new licensing platform developed by Accela for its nursing program that will be launching in July of 2017.

SCOPE OF WORK:

The following items constitute the scope of work covered by this SOW:

1. Leverage the PMP Gateway and an integration technology service from the vendor, to ultimately connect MAPS data into physician and pharmacist workflow in Michigan. Complete End-to-End testing.
 - a. Develop an onboarding process for healthcare organizations: This work stream will include, but is not limited to:
 - i. The requisite license agreements and/or terms and condition of use, integration request forms and instructions to healthcare organizations about how to request access to MAPS through PMP Gateway;
 - ii. Workflow for handover of approved integration requests from LARA to the vendor;
 - iii. Integration project management to onboard healthcare organization on to the PMP Gateway;
 - b. Deliver a reliable 24x7x365 integration service: for healthcare organizations to query MAPS and receive patient reports, within their health IT systems;
 - c. Establish and operating an ongoing support model: for the healthcare organization's IT personnel to contact the vendor about any issues;
 - d. Deliver regular and ad hoc updates of progress: Provide a report/dashboard that shows progress towards a mutually agreed upon goal for number of institutions/users, as set by LARA;
 - e. Develop integrations with various health IT system vendors: LARA will select health IT system vendors that the Interoperability Program vendor should work with and help connect.
 - f. LARA and the Interoperability Program vendor will identify up to five (5) EMR/EHR's vendors operating within the state of Michigan to participate in the MAPS Interoperability Pilot Program.
 - i. EMR/EHR connectivity will include emergency room, acute care and ambulatory settings.

- g. Additionally up to five (5) pharmacy chains representing retail and independent pharmacies will be included in the pilot. The pilot will include 2,500 authorized users (prescribers and pharmacists) and 200 pharmacy locations.
2. Allow for the correlation and reporting of statistics of practitioner prescribing behavior (along with PMP usage rates) to the practitioner on a quarterly basis in the form of an electronic prescriber report.
 - a. This will not only show patient and prescription volumes, but also information on the practitioner's controlled substance prescribing behavior as it relates to "Red Flags" – high MME, combo therapy and treatment duration for example. In addition, prescriber and/or pharmacy "shoppers" as well as the prescriber's use of the PMP will be reported.
 - b. This information will also be shown in relation to other prescribers in that practitioner's specialty field (as well as state wide).
 3. Provide for prescription monitoring program enhancements with the ability to notify end users pro-actively of both PMP usage and prescription behavior derived information (as "Alerts") for use in their decision making regarding the prescribing and/or dispensing of controlled substances. This would include alerts when:
 - a. A patient exceeds a certain threshold in # of prescribers and/or pharmacies.
 - b. A patient exceeds a certain daily MME
 - c. A patient is receiving both an opioid and a benzodiazepine.
 4. Create advanced reporting with multiple selectable variables covering such things as prescription metrics, prescriber activity, patient demographics relating to prescriptions, advanced insight into "shoppers", MME as it relates statewide to patients and prescribers and red flags such as combo therapy, and treatment duration.
 5. Allow LARA to run indicator reports on Michigan patient prescription opioid abuse.
 - a. Allow for four quarterly reports to be submitted with report due dates being January 16, 2017, April 17, 2017, July 17, 2017, and September 29, 2017
 - b. Allow LARA to provide analysis for 5 periodic indicator reports based on the following CDC indicators:
 - i. Percent of patients receiving more than an average daily dose of >90 morphine milligram equivalents (across all opioid prescriptions)
 - ii. Rate of multiple provider episodes for prescription opioids (5 or more prescribers and 5 or more pharmacies in a 6-month period per 100,000 residents)
 - iii. Percent of patients prescribed long-acting/extended-release opioids who were opioid-naïve
 - iv. Percent of prescribed days overlap between opioid prescriptions
 - v. Percent of prescribed opioid days that overlap with benzodiazepine prescriptions
 6. Establish two system enhancements that will allow for deeper analysis of prescriber activity and patient demographics as well as alerts to prescribers when patients exceed a daily morphine milligram equivalent.
 7. Create an enhancement to AWAxE perception drug monitoring software which would provide for clinical alerts to be used to alert authorized prescribers and pharmacist of pre-defined clinical metrics around prescribing and dispensing activity and potential risks to patients.
 8. Extract license information from LARA's Licensing 2000 software, and import the information into AWAxE, to provide for integration between the two systems.

I. CONDITIONS:

1. This Statement of Work is subject to the existing contract between the State of Michigan (State) and Appriss, see CONTRACT NO. 071B6600132 (the "Contract") for the Design, configuration, integration, testing, and implementation of a prescription drug monitoring program for the Bureau of Professional Licensing (Michigan Automated Prescription System - MAPS)

ACCEPTANCE CRITERIA:

All deliverables identified in Payment Schedule tables 1 through 6 will be reviewed and formally accepted by the State as detailed in section 1.501 of the base contract.

WARRANTIES:

Work performed during Phase 2 as described in this SOW, does not alter any of the warranty conditions as detailed in base contract; see CONTRACT NO. 071B6600132 (the "Contract").

PROJECT SCHEDULE:

For purposes of payment and tracking, this project is composed of five sub projects each with their own schedule and milestones. Reference to "quarter" below are calendar year.

Project Schedule			
Project	Task ID	Task	Quarter to Complete
EMR Integration	1	Kickoff call with MI to discuss EMR Integration	Q2 - 2017
EMR Integration	2	Prioritization of MI hospital and pharmacy Gateway integrations	Q2 - 2017
EMR Integration	3	Create and finalize Terms and Conditions/License Agreement document	Q2 - 2017
EMR Integration	4	Workflow for handover of approved integration requests from LARA to Appriss	Q2 - 2017
EMR Integration	5	Developing integrations with various health IT system vendors	Q2 - 2017 and ongoing
EMR Integration	6	Target first production integration within MI	Q2 - 2017
EMR Integration	7	Delivering regular and ad hoc updates of integration progress	Q3 - 2017 and ongoing
Additional Reporting	1	Define requirements for the following additional reports: 1.) Prescriber Report Cards 2.) PMP Alerts 3.) Analytics Reporting	Q2 - 2017
Additional Reporting	2	Finalize requirements with BPL and identify delivery timeframes	Q2 - 2017

Project Schedule			
Project	Task ID	Task	Quarter to Complete
Additional Reporting	3	Setup Phase 1 for Prescriber Reports.	Q2 - 06/01/17
Additional Reporting	4	Initiate development and report configurations	Q3 - 2017
Additional Reporting	5	Initiate and deliver Q2 Prescriber Report Cards	Q3 - 2017
Additional Reporting	6	Begin delivery of Alerts and Advanced Analytical reports to LARA	Q3 - 2017
Additional Reporting	7	Setup of PMP Alerts	Q3 - 2017
Additional Reporting	8	Setup Phase 2 for Prescriber Reports	Q3 - 07/31/17
Additional Reporting	9	Startup for Analytics Reporting	Q3 - 07/31/17
Additional Reporting	10	Continue delivery of Prescriber Report Cards, Alerts and Advanced Analytics reporting through grant period	Q4 - 2017 through Q3 - 2018
CDC Grant	1	Define requirements for the following reports: A.) Percent of patients receiving more than an average daily dose of >90 morphine milligram equivalents (across all opioid prescriptions) B.) Rate of multiple provide episodes for prescription opioids (5 or more prescribers and 5 or more pharmacies in a 6-month period per 100,000 residents) C.) Percent of patients prescribed long-acting/extended-release opioids who were opioid-naïve D.) Percent of prescribed days overlap between opioid prescriptions E.) Percent of prescribed opioid days that overlap with benzodiazepine prescriptions	Q2 - 2017
CDC Grant	2	Finalize requirements with BPL and identify delivery timeframes	Q2 - 2017

Project Schedule			
Project	Task ID	Task	Quarter to Complete
CDC Grant	3	Initiate development and configuration	Q2 - 2017
CDC Grant	4	Completion of Task ID 3	Q2 - June 2017
CDC Grant	5	Initiate quarterly report delivery starting with Q2 reporting	Q3 - July 2017
CDC Grant	6	Completion of Task ID 5	Q3 – Aug 2017
Clinical Alerts	1	Enable and configure Clinical Alerts within AWARxE	Q2 - 2017
Clinical Alerts	2	Completion of Task ID 1.	Q2 - May 2017
Licensing Integration	1	Define requirements of licensing data export from Accela	Q2 - 2017
Licensing Integration	2	Modify current licensing verification integration to accommodate secondary file from Accela (includes QA)	Q2 - 2017
Licensing Integration	3	Completion of Task ID 2	Q2 - July 2017

PAYMENT SCHEDULE:

For purposes of payment and tracking, this project is composed of five sub projects each with their own schedule and milestones.

Table 1: Summary of the Project Cost Items			
Project Cost Summary			
Item	Projects	Cost (\$)	Comments

A.	EMR Integration	\$373,000	See Table 2 for cost breakdown.
B.	Additional Reports	\$530,000	See Table 3 for cost breakdown.
C.	CDC Grant	\$133,386	See Table 4 for cost breakdown.
D.	Clinical Alerts	\$20,000	See Table 5 for cost breakdown.
E.	Licensing Integration	\$5,000	See Table 6 for cost breakdown.
	Total Project Cost	\$ 1,061,386	

Table 2: EMR Integration Work and Deliverables Cost Detail			
Category	Resources Required (Contractor to identify each IT classification)	Milestone cost (\$)	Comments
Initiation and Planning (Kickoff, identification and prioritization of Hospital and Pharmacy Gateway integrations, the creation and finalization of Licensing Agreement.)	Project Manager, Client Relations	\$75,000	Payable May 31, 2017
Implementation (Workflow for integration requests, development, and implementation of integrations with health IT system vendors. Regular and ad hoc updates of integration progress.)	Project Manager, Development Team	\$298,000	Eight SaaS license, maintenance and support payments of \$37,250 paid quarterly beginning with the completion of the first production integration (June 1, 2017)
Total Cost		\$373,000	

Table 3: Additional Reports Work and Deliverables Cost Detail

Category	Resources Required (Contractor to identify each IT classification)	Milestone cost (\$)	Comments
Initiation and Planning for Prescriber Report Cards (Define requirements and identify delivery timelines)	Project Manager, Client Relations	\$25,000	Payable June 1, 2017
Setup of Prescriber Report Cards (Configure Report Cards)	BI Analytics Team	\$50,000	Payable July 3, 2017
Implementation of Report Cards	BI Analytics Team	\$150,000	Annual license, support and maintenance payments of \$50,000 beginning on 8/1/17
Setup of PMP Alerts	BI Analytics Team	\$50,000	Payable June 1, 2017
Implementation of PMP Alerts	BI Analytics Team	\$90,000	Annual license, support and maintenance payments of \$30,000 beginning on 8/1/17
Setup of Advanced Analytical Reports	BI Analytics Team	\$75,000	Payable June 1, 2017
Implementation of Advanced Analytical Reports	BI Analytics Team	\$90,000	Annual license, support and maintenance payments of \$30,000 beginning on 8/1/17

Table 3: Additional Reports Work and Deliverables Cost Detail

Total Cost		\$530,000	
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Table 4: CDC Grant Work and Deliverables Cost Detail

Category	Resources Required (Contractor to identify each IT classification)	Milestone cost (\$)	Comments
Initiation and Planning (Define report requirements and identify delivery time frames. Initiate development and configuration.)	Business Systems Analyst, BI Analytics Team	\$25,000	Payable June 1,, 2017
Implementation (Initiation of quarterly report delivery)	BI Analytics Team	\$108,386	Payable July 3, 2017
Total Cost		\$133,386	

Table 5: Clinical Alerts Work and Deliverables Cost Detail

Category	Resources Required (Contractor to identify each IT classification)	Milestone cost (\$)	Comments
Initiation and Planning (Enable and Configure Clinical Alerts within AWARxE.)	Product Engineering	\$5,000	Payable May 31, 2017

Table 5: Clinical Alerts Work and Deliverables Cost Detail

Implementation (Deploy Clinical Alerts)	Product Engineering	\$15,000	Annual license, support and maintenance payments of \$15,000 beginning on 6/1/17
Total Cost		\$20,000	

Table 6: Licensing Integration Work and Deliverables Cost Detail

Category	Resources Required (Contractor to identify each IT classification)	Milestone cost (\$)	Comments
Initiation and Planning (Define Requirements of licensing data export from Accela)	Product Engineering	n/a	
Implementation (Implement Licensing changes)	Product Engineering	\$5,000	Payable May 31, 2017
Total Cost		\$5,000	

Rate Card

Position	Hourly Rate
Project Manager	\$110.00
Business Analyst	\$75.00
Data Analyst	\$75.00
Data Interface Programmer	\$100.00
Product Manager	\$150.00
Software Engineer	\$150.00
Quality Assurance Engineer	\$100.00
Software Architect	\$175.00

Deliverables Worksheet – Table 2: EMR Integration Work and Deliverables Cost Detail				
Deliverable	Position	Hourly Rate	Hours	Cost
Initiation and Planning (Kickoff, identification and prioritization of Hospital and Pharmacy Gateway integration. Creation and finalization of Licensing Agreement)	Project Manager	110.00	60	\$6,600.00
	Business Analyst	75.00	150	\$11,250.00
	Data Analyst	75.00	50	\$3,750.00
	Data Interface Programmer	100.00	20	\$2,000.00
	Product Manager	150.00	46	\$6,900.00
	Software Engineer	150.00	180	\$27,000.00
	Quality Assurance Engineer	100.00	35	\$3,500.00
	Software Architect	175.00	80	\$14,000.00
Total				\$75,000.00
Deliverables Worksheet – Table 3: Additional Reports Work and Deliverables Cost Detail				
Initiation and Planning for Prescriber Report Cards (Define requirements and identify delivery timelines)	Project Manager	110.00	20	\$2,200.00
	Business Analyst	75.00	90	\$6,750.00
	Data Analyst	75.00	45	\$3,375.00
	Data Interface Programmer	100.00	13	\$1,300.00
	Product Manager	150.00	20	\$3,000.00
	Software Engineer	150.00	20	\$3,000.00
	Quality Assurance Engineer	100.00	10	\$1,000.00
	Software Architect	175.00	25	\$4,375.00
Total				\$25,000.00
Setup of Prescriber Report Cards	Project Manager	110.00	50	\$5,500.00
	Business Analyst	75.00	155	\$11,625.00
	Data Analyst	75.00	165	\$12,375.00
	Data Interface Programmer	100.00	20	\$2,000.00
	Product Manager	150.00	35	\$5,250.00
	Software Engineer	150.00	50	\$7,500.00
	Quality Assurance Engineer	100.00	40	\$4,000.00
	Software Architect	175.00	10	\$1,750.00
Total				\$50,000.00
Setup of PMP Alerts	Project Manager	110.00	30	\$3,300.00
	Business Analyst	75.00	135	\$10,175.00

	Data Analyst	75.00	140	\$10,500.00
	Data Interface Programmer	100.00	31	\$3,100.00
	Product Manager	150.00	30	\$4,500.00
	Software Engineer	150.00	75	\$11,250.00
	Quality Assurance Engineer	100.00	35	\$3,500.00
	Software Architect	175.00	21	\$3,675.00
Total				\$50,000.00

Setup of Advanced Analytical Reports	Project Manager	110.00	50	\$5,500.00
	Business Analyst	75.00	175	\$13,125.00
	Data Analyst	75.00	180	\$13,500.00
	Data Interface Programmer	100.00	80	\$8,000.00
	Product Manager	150.00	55	\$8,250.00
	Software Engineer	150.00	75	\$11,250.00
	Quality Assurance Engineer	100.00	40	\$4,000.00
	Software Architect	175.00	65	\$11,375.00
Total				\$75,000.00

Table 4: CDC Grant Work and Deliverables Cost Detail

Initiation and Planning (Define report requirements and identify delivery time frames. Initiate development and configuration).	Project Manager	110.00	15	\$1,650.00
	Business Analyst	75.00	63	\$4,750.00
	Data Analyst	75.00	80	\$6,000.00
	Data Interface Programmer	100.00	0	\$0.00
	Product Manager	150.00	20	\$2,000.00
	Software Engineer	150.00	40	\$6,000.00
	Quality Assurance Engineer	100.00	20	\$2,000.00
	Software Architect	175.00	15	\$2,625.00
Total				\$25,000.00

Table 5: Clinical Alerts Work and Deliverables Cost Detail

Initiation and Planning (Enable and configure Clinical Alerts within AWARxE).	Project Manager	110.00	5	\$1,650.00
	Business Analyst	75.00	20	\$1,500.00
	Data Analyst	75.00	10	\$0.00
	Data Interface Programmer	100.00	0	\$0.00
	Product Manager	150.00	0	\$0.00
	Software Engineer	150.00	10	\$1,500.00
	Quality Assurance Engineer	100.00	0	\$0.00
	Software Architect	175.00	2	\$350.00

Total				\$5,000.00
Table 6: Licensing Integration Work and Deliverables Cost Detail				
Implementation (Implement Licensing changes).	Project Manager	110.00	0	\$0.00
	Business Analyst	75.00	30	\$1,500.00
	Data Analyst	75.00	0	\$0.00
	Data Interface Programmer	100.00	25	\$2,500.00
	Product Manager	150.00	0	\$0.00
	Software Engineer	150.00	10	\$1,500.00
	Quality Assurance Engineer	100.00	10	\$1,000.00
	Software Architect	175.00	0	\$0.00
Total				\$5,000.00

PROJECT CONTACTS:

The designated DTMB Project Manager is:

DTMB
Kevin Rosinski
Phoenix Bldg, 3rd floor
222. N Washington Ave
Lansing, MI 48909
517-284-5304
RosinskiK@michigan.gov



NOTICE OF CONTRACT

CONTRACT NO. 071B6600132
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	APPRISS INC
	10401 Linn Station Road
	Louisville, KY 40223-3842
	Jessica Radcliffe
	(502) 815-5568
	jradcliffe@appriss.com
	*****1324

STATE	Program Manager	Tim Gajda	DTMB
		(517) 282-5345	
	GajdaT@michigan.gov		
	Contract Administrator	Malathi Natarajan	DTMB
(517) 284-7030			
natarajanm@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Michigan Automated Prescription System (MAPS) - LARA			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 07, 2016	October 07, 2019	2 – 2 years	October 07, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This contract is awarded from RFP # 007116B0008749 for Michigan Automated Prescription System (MAPS) published in Buy4Michigan.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$2,470,000.00

FOR THE CONTRACTOR:

APPRISS INC

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

William Pemble, IT Division Director

Name & Title

DTMB Procurement

Agency

Date



STATE OF MICHIGAN

CONTRACT TERMS Software as a Service (SaaS)

This Software as a Service Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Appriss, Inc. (“**Contractor**”). This Contract is effective on 10/07/2016 (“**Effective Date**”), and unless earlier terminated, will expire on 10/07/2019 (the “**Term**”).

This Contract may be renewed for up to 2 additional 2 year period(s). Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. Definitions.

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

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

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

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

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

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

“**Availability**” has the meaning set forth in **Section 5(a)**.

“**Availability Requirement**” has the meaning set forth in **Section 5(a)**.

“**Available**” has the meaning set forth in **Section 5(a)**.

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

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

“**Code**” has the meaning set forth in **Section 18**.

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

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

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

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

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

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

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

“**Contractor Systems**” has the meaning set forth in **Section 11.3**.

“**Corrective Action Plan**” has the meaning set forth in **Section 6.5**.

“**Critical Service Error**” has the meaning set forth in **Section 6.4(a)**.

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

“**DR Plan**” has the meaning set forth in **Section 12.3(a)**.

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

“**Exceptions**” has the meaning set forth in **Section 5.2**.

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

“**Force Majeure Event**” has the meaning set forth in **Section 17.1**.

“**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, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services or Contractor Systems as intended by this

Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

“High Service Error” has the meaning set forth in **Section 6.4(a)**.

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

“Hosted Services” has the meaning set forth in **Section 2.1(a)**.

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

“Key Personnel” means any Contractor Personnel identified as key personnel in this Contract or any Statement of Work.

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

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

“Low Service Error” has the meaning set forth in **Section 6.4(a)**.

“Medium Service Error” has the meaning set forth in **Section 6.4(a)**.

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

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

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

“Process” means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload,

download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

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

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

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

“Resolve” has the meaning set forth in **Section 6.4(b)**.

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

“Scheduled Downtime” has the meaning set forth in **Section 5.3**.

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

“Service Availability Credits” has the meaning set forth in **Section 5.5(a)**.

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

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

“Service Period” has the meaning set forth in **Section 5(a)**.

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

“Service Support Level Requirements” has the meaning set forth in **Section 6.4**.

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

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

works and improvements of, and to develop computer programs compatible with, the Service Software.

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

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

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

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

“State Project Manager” has the meaning set forth in **Section 2.9**.

“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.

“State-Specific Deliverables” means all training materials, project management documents, State-specific forms or templates, and all other related materials that Contractor is required to provide to the State under this Contract, including all items specifically identified as State-Specific Deliverables in the Statement of Work.

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

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

“Support Request” has the meaning set forth in **Section 6.4(a)**.

“Support Service Level Requirements” has the meaning set forth in **Section 6.4**.

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

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

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

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

“User Data” means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit,

session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

2. **Services.**

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

(a) the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”) as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract (each, a “**Statement of Work**”);

(b) service maintenance and the Support Services as set forth in **Section 6** and in the applicable Statement of Work; and

(c) such other services as may be specified in the applicable Statement of Work.

2.2 Change Notices.

(a) Any modifications or changes to the Services under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written change notice (“**Change Notice**”) signed by both Parties, provided, however, that for any Services provided on a limited basis (for example, on a per user, server, CPU or named-user basis), the State may, at any time, increase or decrease the number of its licenses hereunder subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the applicable Statement of Work.

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

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

2.4 Subcontracting. Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State's prior written consent, which consent may be given or withheld in the State's sole discretion. Without limiting the foregoing:

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

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

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

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

(e) prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor:

- (i) the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and
- (ii) evidence of 1) compliance with Uptime Institute Tier 3 standards; 2) FedRAMP certification; 3) conformance to NIST 800-53 Rev. 4 standards; and 4) any additional certifications or standards specified in the Statement of Work or Schedule C (Data Security Requirements), for each Subcontractor data center, if any, that will be used in Processing any State Data.

2.5 Contractor Personnel. Contractor will:

(a) subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services (the "**Contractor Service Manager**"); and (ii) a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"); and (iii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services;

(b) provide names and contact information for Contractor's Key Personnel on **Statement of Work, section 1.201** Contractor Staff, Roles, and Responsibilities to this Contract;

(c) maintain the same Contractor Service Manager, Contractor Security Officer and other Key Personnel throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State's reasonable written request; (ii) prior written notice provided by Contractor as set forth in **Section 2.6(a)**; or (iii) the death, illness, disability, leave of absence, personal emergency circumstances, resignation, for cause termination, or other circumstances outside Contractor's reasonable control; and

(d) replace, on a commercially reasonable timeline, any Key Personnel on the occurrence of any event set forth in **Section 2.5(c)(i) and (iii)**. For any Project Manager or Subject Matter Expert identified as Key Personnel, such replacement will: 1) meet the applicable requirements set forth in the Key Personnel Resume Requirements set forth in the Statement of Work; 2) have the skillsets of an equivalent level and ability to the personnel they are replacing; and 3) be subject to the State's prior written approval, which will not be unreasonably withheld. On the occurrence of any event set forth in Section 2.5(c)(ii), replacement of personnel is set forth in Section 2.6(a) below.

2.6 Unauthorized Removal of Key Personnel.

(a) Contractor will not remove any Key Personnel from their assigned roles on this Contract without prior written notice to the State to be provided within a reasonable timeframe prior to the removal; provided however that such removal shall not interfere with the timely and proper completion of this Contract. Further, for any Project Manager or Subject Matter Expert identified as Key Personnel, Contractor will provide a replacement prior to their removal. Such replacement will: 1) meet the applicable requirements set forth in the Key Personnel Resume Requirements set forth in the Statement of Work; 2) have the skillsets of an equivalent level and ability to the personnel they are replacing; and 3) be subject to the State's prior written approval, which will not be unreasonably withheld. Any other Key Personnel will be replaced on a commercially reasonable timeline. The Contractor's removal of Key Personnel without this prior written notice to the State, and for any Project Manager or Subject Matter Expert, an approved replacement person, is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including any event set forth in **Section 2.5(c)**.

(b) 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 7.1**.

2.7 Management and Payment of Contractor Personnel.

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

(b) Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. On a case-by-case basis, the State may request that Contractor initiate a background check on any Contractor Personnel before they may have access to State Data, State Systems or State facilities. Any request for a background check shall be initiated by the State and must be reasonably related to the type of work requested. The scope of the background check is at the discretion of the State and the results shall be used solely to determine the eligibility of Contractor Personnel to work with State Data, State Systems or in State facilities. If provided to the State, results of background checks will be promptly returned to Contractor, and will be treated as Confidential Information. All investigations will include a Michigan State Police Background check (ICHAT) and may include a National Crime Information Center (NCIC) Finger Print check. Contractor will present attestation of satisfactory completion of such tests. Contractor is responsible for all costs and expenses associated with such background checks.

2.8 Time is of the Essence. Contractor acknowledges and agrees that time is of the essence with respect to its obligations under this Contract and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Contract and each Statement of Work, is strictly required.

2.9 State Project Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Support Services, including the submission and processing of Support Requests (the "**State Project Manager**").

3. License Grant and Restrictions.

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

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, as set forth in the Statement of Work, including for Processing State Data;

(b) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services;

(c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Services under this Contract; and

(d) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of 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 Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 3.3**.

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

3.3 Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Service Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Service Software, including any excess use.

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

3.5 Ownership.

(a) "Contractor Property" means all of the following: (i) the Hosted Services, Service Software, and the Documentation thereto; (ii) any deliverables and/or work product developed while providing the Hosted Services, Service Software and the Documentation, except for State-Specific Deliverables; and (iii) any enhancements, modifications or derivative works to the Hosted Services, Service Software, and the Documentation. Subject only to the licenses expressly granted herein, as between Contractor and the State, Contractor shall be the sole owner of all intellectual property rights in and to the Contractor Property. To the extent that the State has or

later obtains any intellectual property rights in and to the Contractor Property, or any future enhancement or modification thereto or any part thereof, by operation of law or otherwise, State hereby disclaims such rights, and assigns and transfers such rights exclusively to Contractor, and agrees to provide reasonable assistance to Contractor to give effect to such assignment and to protect, enforce and maintain such rights.

(b) As to any State-Specific Deliverables, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in such State-Specific Deliverables and all associated Intellectual Property Rights, if any. Such State-Specific Deliverables are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any State-Specific Deliverables and related Intellectual Property Rights do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the State-Specific Deliverables, including all Intellectual Property Rights therein.

(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 User Data, including all Intellectual Property Rights arising therefrom or relating thereto.

4. Service Preparation, Testing and Acceptance. Unless otherwise specified in the applicable Statement of Work, the following will control testing of the specified services:

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

4.2 Testing and Acceptance.

(a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Contract and the Specifications.

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

the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.

(c) If any corrective measures are required under **Section 4.2(b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 4.2(a)** and **Section 4.2(b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

- (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 4.2(b)** at no additional cost or charge to the State; or
- (ii) terminate any and all of the relevant Statement of Work, this Contract and any other Statements of Work hereunder.

(d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 4.2(c)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

5. Service Availability and Service Availability Credits.

(a) Availability Requirement. Contractor will make the Hosted Services 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 99.95% 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 are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Specifications. "**Availability**" has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \times 100 = \text{Availability}$.

5.2 Exceptions. No period of Hosted Service 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) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Contractor; or

(c) Scheduled Downtime as set forth in **Section 5.3**.

5.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services 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 1:00 a.m. and 6:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request for the State’s approval, extensions of Scheduled Downtime above five (5) hours and such approval by the State may not be unreasonably withheld or delayed.

5.4 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 during that calendar month as compared to the Availability Requirement and Specifications. 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 relative to the Availability Requirement and Specifications; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement or Specifications 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 and Specifications are fully met.

5.5 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services 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 provided during the Service Period (“**Service Availability Credits**”):

Availability	Credit of Fees
≥99.95%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 5.5** will be applied in accordance with **Section 8.11**.

(c) If the actual Availability of the Hosted Services 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 this Contract and/or the applicable Statement of Work on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

6. Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, “**Support Services**”) in accordance with the provisions of this **Section 6**. The Support Services are included in the Services, and Contractor may not assess any additional Fees, costs or charges for such Support Services.

6.1 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 telephone support twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year (“**24x7x365**”);
- (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 6**.

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

- (a) proactively monitoring on a 24x7x365 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 or in the applicable Statement of Work):
 - (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 or in the applicable Statement of Work 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 6.4**, 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.

6.3 Service Maintenance. Contractor will continuously maintain the Hosted Services 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, new releases, new versions and other improvements to the Hosted Services, including the Service Software, that Contractor provides at no additional charge to its other similarly situated customers; and

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

6.4 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 6.4 (“Support Service Level Requirements”)**, this Contract and the applicable Statement of Work.

- (a) 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 Project Manager will notify Contractor of Support Requests by e-mail, 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	<ul style="list-style-type: none"> • Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk;

	<ul style="list-style-type: none"> • Material financial impact; • Declared a Critical Support Request by the State; or • Widespread access interruptions.
High Service Error	<ul style="list-style-type: none"> • Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none"> • Hosted Service is operating with minor issues that can be addressed with a work around.
Low Service Error	<ul style="list-style-type: none"> • Request for assistance, information, or services that are routine in nature.

(b) 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 (ii) Resolved such Support Request, in the case of Resolution time. “**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. 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)
Critical Service Error	One (1) hour	Two (2) hours
High Service Error	Two (2) hours	Four (4) hours
Medium Service Error	Twenty-four (24) hours	Forty-Eight (48) hours
Low Service Error	Two (2) Business Days	Five (5) Business Days

(c) 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 Service Manager and Contractor's management or engineering personnel, as appropriate, each of whom must be Key Personnel.

6.5 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, this 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.

7. Termination, Expiration and Transition.

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

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) 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 7.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 7.2**.

(c) In the event of a Termination pursuant to Paragraph 7.1(a), 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. In the event of termination pursuant to 7.1 (a), Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination. 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.

7.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 7.3**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

7.3 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, 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: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period.

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

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

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

(c) Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify

in writing to the State that it has complied with the requirements of this **Section 7**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

(d) Notwithstanding any provisions of this Contract or any Statement of Work to the contrary, upon the State's termination of this Contract or any Statement of Work for cause pursuant to **Section 7.1**, the State will have the right and option to continue to access and use the Services under each applicable Statement of Work, in whole and in part, for a period not to exceed one hundred and eighty (180) days from the effective date of such termination pursuant to the terms and conditions of this Contract and each applicable Statement of Work.

7.5 Survival. The rights, obligations and conditions set forth in this **Section 7.5** and **Section 1** (Definitions), **Section 7.3** (Effect of Termination; Data Retention), **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 13.1** (Indemnification), **Section 14** (Limitations of Liability), **Section 15** (Representations and Warranties), **Section 16** (Insurance) and **Section 18** (Effect of Contractor Bankruptcy) and **Section 19** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

8. Fees and Expenses.

8.1 Fees. Subject to the terms and conditions of this Contract and the applicable Statement of Work, including the provisions of this **Section 8**, the State shall pay the fees set forth in the applicable Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section 8.2** ("**Fees During Option Years**").

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

8.3 Administrative Fee and Reporting. Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract for transactions with other states (including governmental subdivisions and authorized entities) under the Extended Purchasing Program described in **Section 19.5**. Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to

DTMB-Procurement. The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

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

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

8.6 Invoices. Contractor will invoice the State for all Fees in electronic format, via such delivery means and to such address as are specified by the State in writing from time to time. If more than one Statement of Work is in effect, Contractor shall provide separate invoices for each Statement of Work. Each separate invoice must: (a) clearly identify the Statement of Work to which it relates, in such manner as is required by the State; (b) list each Fee item and Service Credit separately; (c) include sufficient detail for each line item to enable the State to verify the calculation thereof; (d) for Fees determined on a time and materials basis, report details of time taken to perform Services, and such other information as the State requires, on a per-individual basis; and (e) include such other information as may be required by the State as set forth in the applicable Statement of Work.

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

8.8 State Financial Audits of Contractor.

(a) During the Term, and for four (4) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 8**. During the Term, and for four (4) years after, upon the State's request, Contractor must make such books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations. For the avoidance of doubt this audit does not include information pertaining to Contractor's cost of doing business, or third party (e.g. customer) data.

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

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

8.10 Withhold Remedy. In addition and cumulative to all other remedies in law, at equity and under this Contract, if Contractor is in material default of its performance or other obligations under this Contract or any Statement of Work and fails to cure the default within fifteen (15) days after receipt of the State's written notice of default, the State may, without waiving any other rights under this Contract, elect to withhold from the payments due to Contractor under this Contract during the period beginning with the sixteenth (16th) day after Contractor's receipt of such notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of the State, an amount that, in the State's reasonable judgment, is in proportion to the magnitude of the default or the Service that Contractor is not providing. Upon Contractor's cure of the default, the State will cause the withheld payments to be paid to Contractor, without interest. Upon a final and binding legal determination that the State has withheld any payment in bad faith, such payment shall promptly be paid to Contractor.

8.11 Availability Service Level Credits. Contractor acknowledges and agrees that each of the Service Availability Credits assessed pursuant to **Section 5:** (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the corresponding Service Error or Service Level Failure, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract or be payable to the State upon demand. No Service Availability Credits, for any Service Period may exceed the total amount of Fees that would be payable for that Service Period if the Services were fully provided in accordance with this Contract and the Specifications.

8.12 Right of Set-off. 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.

8.13 Support Not to be Withheld or Delayed. Contractor may not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of: (a) the State's good faith withholding of any payment or amount in accordance with this **Section 8;** or (b) any dispute whatsoever between the parties, including any

payment or other dispute arising under or concerning this Contract or any other agreement between the parties.

9. State Data.

9.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (b) the State's data collected, used, processed, stored, or generated in connection with the Services, including but not limited to (i) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 9.1** survives termination or expiration of this Contract.

9.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 9.2** survives termination or expiration of this Contract.

9.3 Extraction of State Data. Contractor must, within ten (10) 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 once per calendar year.

9.4 Discovery. Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Hosted Services. Contractor shall notify the State Project Manager by the fastest means available and also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related to 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.

9.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than forty-eight (48) hours of becoming aware of such occurrence, even if law enforcement has informed Contractor that notification to the public must be delayed; (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, as required by law as determined solely by the State, and 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. In the absence of any legally required notification period, notification shall be made without unreasonable delay and within a timeframe mutually agreed to between the State and Contractor, promptly upon the State's notice of the occurrence by Contractor. Such notification to affected individuals shall be made not later than thirty (30) calendar days after 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 twelve (12) 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. This **Section 9.5** survives termination or expiration of this Contract.

9.6 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.

9.7 ADA Compliance. The Services will be compliant with Section 508 of the Rehabilitation Act of 1973. If the standards set forth in Section 508 of the Rehabilitation Act of 1973 change during the Term, Contractor will maintain the new standard.

10. Confidentiality.

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

10.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor’s subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor’s responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any of the Contractor’s Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 10.2**.

10.3 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.

10.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek 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.

10.5 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. If Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party.

11. Security.

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

(a) ensure that the Service Software and all State Data is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and meets the following: 1) compliance with Uptime Institute Tier 3 standards (www.uptimeinstitute.com); 2) compliance with NIST 800-53 Rev. 4 standards; 3) maintains FedRAMP certification; and 4) compliance with any additional certifications or standards specified in the Statement of Work or **Schedule B** (Data Security Requirements). If the standards set forth above change during the Term, Contractor will maintain the new standard.

(b) 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 B** (Data Security Requirements) and, to the extent such

practices and standards are consistent with and not less protective than the foregoing requirements, are at least equal to applicable best industry practices and standards;

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

(d) take all reasonable measures to:

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

(e) continuously monitor its systems for potential areas where security could be breached.

11.2 Unauthorized Access. Contractor may not access, and shall not permit any access to, State Systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with this Contract, and in no case exceed the scope of the State's authorization pursuant to this **Section 11.2**. 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 **Schedule B** as the same may be supplemented or amended by the State and provided to Contractor from time to time.

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

11.4 Security Audits. During the Term:

(a) Contractor will maintain complete and accurate records relating to its data protection practices and the security of any of the State's Confidential Information, including any

backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this **Section 11**.

(b) Without limiting any other audit rights of the State, the State has the right to review the data privacy and information security program of the Contractor and any Subcontractor that will be Processing any State Data, prior to the commencement of Services and from time to time during the term of this Contract. Upon request by the State, Contractor agrees to complete, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's and its applicable Subcontractor's data privacy and information security program.

(c) With respect to State Data, if any review or completed audit questionnaire referenced in Section 11.4(b) uncovers deficiencies or identifies suggested changes in Contractor's and its applicable Subcontractor's data privacy and information security program, Contractor shall exercise reasonable efforts to address such identified deficiencies and suggested changes.

(d) For each Subcontractor data center, if any, that will be used in Processing any State Data, upon the State's request, Contractor will provide evidence of Subcontractor's compliance with: 1) Uptime Institute Tier 3 standards (www.uptimeinstitute.com); 2) NIST 800-53 Rev. 4 standards; 3) FedRAMP certification; and 4) any additional certifications or standards specified in the Statement of Work or **Schedule B** (Data Security Requirements).

11.5 Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Contract 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, or this **Section 11**, is a material breach of this Contract for which the State, at its option, may terminate this 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.

12. Redundancy, Data Backup and Disaster Recovery. Contractor must, in accordance with the provisions of this **Section 12**, maintain or cause to be maintained disaster avoidance procedures designed to safeguard State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the Hosted Services, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. The force majeure provisions of **Section 17.1** do not limit Contractor's obligations under this **Section 12**.

12.1 Redundant Hosting and Connectivity. Contractor will simultaneously operate, or ensure that one is operated on its behalf, a mirror system at a location in the United States that is geographically remote from the primary system on which the Service Software and Hosted Services are hosted. Except for its location, the mirror system must: (a) be identical in all respects to the primary system; (b) have hardware and software, network connectivity, power supplies,

backup generators and other similar equipment and services that operate independently of the primary system; (c) have fully current backups of all the State Data stored on the primary system; and (d) have the ability to provide the Hosted Services in accordance with this Contract and the Specifications during the performance of routine and remedial maintenance or any outage or failure of the primary system fails. Contractor will operate, monitor and maintain, or ensure that one is operated, monitored and maintained on its behalf, such mirror system so that it may be activated within five (5) hours of any failure of the Hosted Services to be Available.

12.2 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 back-ups of State Data on at least a weekly basis and store such back-ups as specified in **Schedule C**. All backed up State Data shall be located in the continental United States. On written notice from the State and, in any case, on a quarterly basis, Contractor will provide the State with a copy of the backed up State Data in such machine readable format as is specified in **Schedule C** or the State otherwise reasonably requests. Contractor will provide all quarterly back-ups at its sole cost and expense. The State will reimburse Contractor for all media costs and shipping charges reasonably incurred in fulfilling the State's additional requests for copies of backed up the State Data.

12.3 Disaster Recovery/Business Continuity. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Contractor will:

(a) maintain a Business Continuity and Disaster Recovery Plan for the Hosted Services (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 E**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 12.3**; and

(b) provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default under **Section 7.1(a)**.

13. Indemnification.

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

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

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

13.2 Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

(a) alteration or modification of the Hosted Services or Service Software by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written specifications and (ii) the Hosted Services, as altered or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and

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

13.3 Mitigation.

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

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

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

(c) If neither of the remedies set forth in **Section 13.3(b)** is reasonably available with respect to the Allegedly Infringing Features then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

- (i) refund to the State any prepaid Fees for Services that have not been provided; and
- (ii) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Features for a transition period of up to six (6) months to allow the State to replace the affected Services or Allegedly Infringing Features without disruption.

(d) The remedies set forth in this **Section 13.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified pursuant to **Section 13.1** and **Section 13.2**.

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

ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own 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 13**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

14. Limitations of Liability.

(a) 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.

(b) 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 SPECIFIED IN THE STATEMENT OF WORK.

15. Contractor Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Service Software does or would infringe, misappropriate or otherwise violate any

Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Service Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in **Section 5**;

(f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

(g) the Contractor Systems and Services are and will remain free of Harmful Code;

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

(i) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;

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

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

license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

15.3 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

16. Insurance.

16.1 Required Coverage.

(a) **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by 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 Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) 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.
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	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$3,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$100,000 Per Loss	

(b) If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

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

(d) Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator

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

16.2 Non-waiver. This **Section 16** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

17. Force Majeure.

17.1 Force Majeure Events. Subject to **Section 17.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure Event**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

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

- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor’s telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or

- (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Section 5** (Service Availability and Service Availability Credits), **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 12** (Data Backup and Disaster Recovery) or **Section 13** (Indemnification), or any Availability Requirement, Support Service Level Requirement, or Service Availability Credit obligations under this Contract or an applicable Statement of Work.

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

19. General Provisions.

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

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

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

19.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in

writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor:
10401 Linn Station Road
Louisville, Kentucky 40223
E-mail: rhensley@appriss.com
Attention: Rusty Hensley
Title: VP and General Counsel

If to the State:
525 West Allegan, 1st Floor, NE
Lansing, MI 48909-7526
E-mail: Natarajanm@michigan.gov
Attention: Malathi Natarajan
Title: Buyer Specialist

Notices sent in accordance with this **Section 19.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

19.5 Extended Purchasing Program. This Contract may be extended to other states, including governmental subdivisions and authorized entities (i.e. Cooperative Purchasing). If extended, Contractor must supply all Contract Activities at the established Contract prices and terms, and the State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions. Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

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

19.7 Entire Agreement. This Contract, including all Statements of Work and other Schedules and Exhibits, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, the Exhibits and Schedules to this Contract expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE

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

19.8 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 7.2**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 19.8** is void.

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

19.10 Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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

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

19.13 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 would 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 19.13**.

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

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

19.16 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	Data Security Requirements
Schedule C	Data Backup Plan
Schedule D	Data Conversion Plan
Schedule E	Business Continuity and Disaster Recovery Plan
Schedule F	Pricing

19.17 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date by their duly authorized representatives.

Contractor

The State

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Schedule A – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (SOM) through the Michigan Department of Technology, Management and Budget (DTMB), with assistance from the Michigan Licensing and Regulatory Affairs (LARA) have issued this Contract for the purpose of implementing a Software as a Service (SaaS) solution for electronic monitoring and reporting of Controlled Substances (CS), Schedule II-V, prescription drug activity to assist licensed health professionals in making informed pharmaceutical treatment decisions, assist in proper treatment, and aid authorized regulatory administrators in identifying possible over prescribing, over dispensing, and drug diversion.

1.002 BACKGROUND

The Michigan Prescription Drug Monitoring Program (PMP), which is called the Michigan Automated Prescription System (MAPS) is an electronic tracking program managed and administered by the Bureau of Professional Licensing (BPL) within the Department of Licensing and Regulatory Affairs (LARA). MAPS is a risk assessment tool for practitioners and dispensers to monitor and track Controlled Substances (CS), Schedule II-V drugs that have been prescribed and/or dispensed to patients. It is also a tool for authorized regulatory agencies and administrators to identify possible inappropriate use of controlled substance prescriptions such as over prescribing, over dispensing, drug diversion, and patient doctor shopping. MAPS includes CS, Schedule II-V prescription information, patient profile, and information of the prescriber and dispenser.

Currently prescription data and information is stored in MAPS in a secure database on State servers, where pharmacies and dispensing practitioners upload to MAPS through nightly batches from electronic medical/health record (EMR/EHR) systems. Pursuant to MCL 333.7333a(1) of the Michigan Public Health Code (PHC), Veterinarians, Dispensing Prescribers, and Dispensers are required to use MAPS. Other authorized users of MAPS include the administrators of the program. In addition, the Department may share information from MAPS with law enforcement, other state agencies, and benefit plan managers in accordance to MCL 333.7333a(2) of the PHC.

The Contractor will host the MAPS (PMP) solution and perform all system management activities in their environment. The contractor will provide a Quality Assurance environment that would be available to LARA/DTMB personnel in order for them to perform user acceptance testing (UAT). The goal of BPL/LARA is to improve education, performance, functionality, and overall efficiency of MAPS at the authorized user and administrative level. The Contractor must be capable of the following:

- Collecting data from reporting entities
- Host the data in a secure site
- Coordinate data management securely
- Produce reports including threshold reports
- Establish a secure web-based portal with graphical internet interfaces to include standard browsers to facilitate automated communication for authorized users
- Use an existing prescription drug monitoring SaaS solution to host and support a system that will increase the quality of patient care by giving prescribers and dispensers access to patient controlled substances, Schedule II-V, prescription medication history

The new system must include and be capable of the following:

- Support interstate data sharing via PMP InterConnect (PMPi)
- Integrate with electronic medical/health records (EMR/EHR) and pharmacy dispensing systems to facilitate prescriber and dispenser access to PMP data
- Reduce time and effort needed to obtain a patient's history seamlessly, and in as close to real-time as possible, with daily data uploads versus nightly batched uploads
- Ability for prescribers and dispensers to create and manage delegate user accounts with audit capabilities

- Account creation and delegate accounts for law enforcement, benefit plan managers, and state agencies to submit requests for MAPS information pursuant to state law with audit capabilities
- Reporting tool for administrators, BPL/LARA, to create specific reports and analytics
- Ability for administrators, BPL/LARA, to run audit reports
- Data clustering to help identify anomalies in data in how patient information can be submitted from all different pharmacies and aggregate the similar names that for example may be missing a middle initial, the date of birth is transposed, etc., and can group data into a unique patient by clustering the data together
- Auto alerts and notifications
- Customer service support for authorized users 24/7, 365 days a year
- Meet the State of Michigan's security protocols and requirements
- PMPi interoperability with other states' prescription drug monitoring and health systems and compatible with EMR/EHR systems

BPL/LARA is looking to establish overall efficiency and user functionality of MAPS by reducing the amount of time it takes for authorized users to run queries and patient reports as well as improving the bandwidth to support increased volume of users for MAPS. The Contractor must also support and have the capability of integrating prescriber and dispenser EMR/EHR systems with MAPS through the PMPi GATEWAY to allow for MAPS to be a part of the clinical workflows.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

The following items are within the scope of this project:

- Software subscription
- Implementation
 - ✓ Configuration
 - ✓ Interface(s)/integration
 - ✓ Testing
 - ✓ Customization
- Go-Live
- 90 day warranty period
- Training
- Documentation
- Operation services
- Maintenance and support
- Data Conversion
- Data Migration in conjunction with DTMB ETL team (approx. 120 Million Records)

Note: Any data collected as part of MAPS, whether prescriptions, patient data, prescriber or dispenser information, investigators' notes, or other relevant data, is the property of the State of Michigan and the State's relevant and designated agency or department generating such data, as appropriate. Any exceptions to this clause must be in writing.

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Section 1.104 below, Work and Deliverables.

1.102 OUT OF SCOPE

The following items are outside the scope of this project:

- Hardware purchase

1.103 ENVIRONMENT

The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE).

Contractor is advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractor's system must conform to State IT policies and standards. All services and products provided must comply with all applicable State IT policies and standards.

Enterprise IT Policies, Standards and Procedures:

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

All software items provided by the Contractor must be able to run on and be compatible with the DTMB standard Information Technology Environment

Information Technology Network and Infrastructure

http://www.michigan.gov/documents/dmb/1345.00_282982_7.pdf

Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/documents/dmb/1210.32.pdf>

http://www.michigan.gov/documents/dmb/1325_193160_7.pdf

http://www.michigan.gov/documents/dmb/1335_193161_7.pdf

http://www.michigan.gov/documents/dmb/1340_193162_7.pdf

The State's security environment includes:

- DTMB Identity and Access Management
- MDTMB Single Login.
- DTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security standard for external network access and high risk Web systems)

MDTMB requires that its single - login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State's Project Manager and MDTMB Office of Enterprise Security.

ADA Compliance

Contractor shall comply with and adhere to the Accessibility Standards of Section 508 of the Rehabilitation Act of 1973, including any more specific requirements set forth in an applicable Statement of Work. See DTMB Policy at http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621.

eMichigan Web Application Development

All software items provided by the Contractor must adhere to the Look and Feel standards available at www.michigan.gov/somlookandfeelstandards.

The State Unified Information Technology Environment (SUITE):

The Contractor employees will not have access to the State of Michigan's network or IT resources for this project. Data will be pushed from the State to an Contractor-owned resource that is governed by a comprehensive set of policies and standards that adhere to HIPAA and NIST 800-53 control frameworks.

Identity and Access Management

The Contractor solution will provide a substitute to the SOM IT Identity and Access Management (IAM) environment (Milogin) as described in the State of Michigan Digital Strategy and Authoritative Policy below:, IAM consist of the following and is left for the purpose of ensuring the requirement of the substitute:

Authoritative Policy	<u>1335 Information Technology Access Control Policy</u>
Standard Number	<u>1335.00.07 Identity, Credentialing, and Access Management Standard</u>
Technical Procedure	1335.00.07.01Michigan Identity, Credentialing, and Access Management (MICAM) Procedure Under Review

1.104 WORK AND DELIVERABLES

The State of Michigan's IT projects all adhere to DTMB's project management methodology (PMM) and its systems engineering methodology (SEM). PMM and SEM documents are deliverables, to be completed and provided to the State during the course of the project. All SEM/PMM documents must be approved by the State before they will be considered final.

All of these forms can be downloaded from this web site:

<http://michigan.gov/suite/0,4674,7-245-60232---,00.html>

The forms required for this project are outlined in the table below:

Form #	Title
Word Doc	EASA Worksheet Vendor Version
PMM-102	Project Management Plan
SEM-602	Test Plan
SEM-603	Test Type and Approach Report
SEM-606	Test Case
SEM-702	Installation Plan
SEM-703	Training Plan and Documentation

The State will provide a Project Manager for this project and the Contractor will provide a technical subject matter expert and a Project Manager to work with the State Project Manager in implementing the project plan.

A. Software

The Contractor shall provide a "Software as a Service" (SaaS) solution that satisfies the following LARA requirements:

Mandatory Minimum Requirements:

1. Must maintain Out-of-the-box connectivity to PMP Inter Connect (PMPi).
2. Real-time PMPi system updates to new state access – Provide automated state data sharing control changes whenever a new state is added to PMPi.
3. The database system must also have PMPi connectivity to allow data exchange with Electronic Medical/Health Record (EMR/EHR) and Pharmacy Management Software systems through GATEWAY.
4. Ability to begin processing pharmacy claim records once received during data collection. Must begin processing incoming pharmacy claims data in near real-time vs. the typical batching process.
5. Prepackaged business intelligence tools – Must have a BI tool as a COTS feature.
6. Administrative and requestor dashboards – Must provide administrative and requestor dashboards for easy access to system statistical data.
7. Web-Based Enterprise System Provide – Provide a web-based enterprise-wide system with the capability to support unlimited users, such as: prescribers and dispensers authorized to access MAPS information, including MAPS administrators, designated licensing board representatives, law enforcement, benefit plan managers, and other selected professionals having an approved request to obtain information from MAPS.
8. Secure - Provide security for sensitive data including Protected Health Information (PHI) in compliance with all Federal, State, and MAPS laws, regulations and administrative rules.

9. Efficient – Increase timeliness and efficiency of: identifying “at risk” of prescription drug abuse or overprescribing for both patients and practitioners, and reporting suspected violators to the appropriate MAPS administrators and other entities or agencies as determined by BPL/LARA. System must include a compliance module to identify dispensers not reporting, not reporting in the required timeframe, and other audit or internal processes. This information must be seamless and easily available via user dashboard.
10. Scalable – Supports iOS and Android mobile devices and includes modules for building out the system as requirements evolve.
11. Pharmacy compliance module – Must provide MAPS administrators the ability to track pharmacy submissions and pharmacies that are out of data submission compliance.

Functional and Technical Requirements:

1. Data Ownership

Data tables and any data collected as part of the MAPS Prescription Monitoring Program, whether prescriptions, patient data, investigators’ notes, or other relevant data, is the property of LARA, the relevant agency generating such data, or the State of Michigan, as appropriate pursuant to PA 368 of 1978 (as amended).

2. Data Collection

- 2.1 Prepare and provide to statutorily authorized dispensers and prescribers, as indicated by LARA, any instructions necessary to comply with the reporting requirements, including technical assistance. The instructions/manual must be available online. LARA will reserve the right to review and approve any communication prior to its distribution.
- 2.2 Receive electronic prescription information transmitted directly from the dispensers, 7 days a week, and 24 hours a day. Daily volume of prescriptions, data, and information will need to be determined.
- 2.3 Collect and provide a secure mechanism for collecting and/or uploading for dispensers of controlled substance prescriptions required to be reported in a standardized format, 24 hours a day, 7 days a week. Data elements for all controlled prescription transactions including the following:
 - 2.3.1 The system shall collect the electronic data in the format established by the American Society for Automation in Pharmacy (ASAP) Telecommunications Format for Controlled Substances in Version 4.1, or its successor, receiving such data transmissions in secure email, secure FTP, Virtual Private Network (VPN), and other agreed upon media.
 - 2.3.2 The system shall also accept written paper reports on a form approved by LARA, provided LARA has granted the dispenser a waiver. A form for this purpose will be provided to the dispenser and shall enter data submitted in this manner into the data file. The system shall provide the ability to complete an online universal claim form approved by LARA.

- 2.3.3 The following data elements shall be collected for all controlled substance prescription transactions, as well as for other drugs of concern identified by LARA (Board of Pharmacy Rule 338.3162b):
- a. the name of the prescribing practitioner and the practitioner's federal Drug Enforcement Administration (DEA) registration number or other appropriate identifier;
 - b. the date of the prescription;
 - c. the date the prescription was filled and the method of payment;
 - d. the name, address, and date of birth of the person for whom the prescription was written;
 - e. the name and national drug code of the controlled substance;
 - f. the quantity and strength of the controlled substance dispensed;
 - g. the name of the drug outlet dispensing the controlled substance; and
 - h. the name of the pharmacist or practitioner dispensing the controlled substance and other appropriate identifying information.
- 2.4 Provide a secure web portal to allow for manual entry for low volume uploads.
- 2.5 Accept a report of no (or zero) prescriptions issued in a given time period and generate and deliver a report of those submissions to LARA within a schedule established by LARA.
- 2.6 Accept submission of data from dispensers under common ownership in a single point transmission, provided each dispenser is clearly identified for each prescription dispensed.
- 2.7 Perform data checks to ensure the submitted data is compliant with the quality standards established by LARA relative to accuracy and completion.
- 2.8 Notify dispensers when a dispenser's data file does not meet the quality standards for accuracy and completeness, specifying the data deficiency, and ensure the dispenser corrects and/or resubmits the data. LARA must be notified automatically when a dispenser fails to correct a failed submission within a schedule established by LARA.
- 2.9 Allow a dispenser to submit corrected data and display the corrected data with a notice that the data has been corrected.
- 2.9.1 Generate auto-registration for authorized users and provide for authentication of login at time of first use.
- 2.10 Collect data from LARA for dispensers required to report to the database system.
- 2.11 Collect data from other authorized users and allow for registration of these users.
- 2.13 A standard format will be established for the upload of licensing data.
- 2.13.1 Agencies responsible for regulating professional licensees will upload licensee data periodically to be used to validate professional licensee access to the PMP.

2.13.2 Provide audit reports and notifications to alert LARA if any data fails to update as scheduled by LARA.

3. Data Management

- 3.1 Collect and load data into the database system daily. Contractor to store data using cloud server. All of the data in the system shall belong to LARA.
- 3.2 Collect DEA registration information and provide a mechanism to convert DEA registration numbers reported to the database system into the corresponding prescriber or dispenser name and address. A current list of DEA registration information shall be maintained by the proposer for validation and translation purposes.
- 3.3 Collect license number or convert National Provider Identifier (NPI) numbers reported to the database system into prescriber or dispenser name and address when NPI is supplied.
- 3.4 Collect National Drug Code (NDC) number information and provide a mechanism to convert NDC numbers to drug name, strength, dosage form, and controlled substance schedule, both at the point of data import and retrospectively upon receiving NDC number updates. A current reference source of NDC numbers shall be maintained by the proposer for validation and translation purposes.
- 3.6 Provide data access, data management, and data cleansing capabilities seamlessly integrated with data mining for ease of data analysis.
- 3.7 Provide capability for geocoding of patients, prescribers, and dispenser locations to enable geographic analysis of the relationships to identify potential criminal activity, abuse or a localized trend in a specific health-related issue.
- 3.8 Electronically cleanse and standardize the data to identify individuals using different but similar names, different but similar addresses, multiple individuals using the same address, etc.
- 3.9 Provide tools for the query of relational or multi-dimensional data that supports a broad range of search criteria
- 3.10 Provide tools that will electronically assist in the identification of illegal and unprofessional activities.
- 3.11 Provide automated tools that will be used in the removal of data once it has reached its retention limit. Describe how the deletion/purging and sanitizing of data would occur for data that exceeds its retention date. Describe how this process will be recorded or documented.
- 3.12 Convert and store any live program data and archived data for past five years from the existing system. Any live data would be in live status for 365 days from the date of creation and then be archived. Anticipated data retention period for archived data is 5 years. The current MAPS database platform is SQL Server Enterprise Edition, version 2008 R2. The database including both live program data and archived data, contains 105 tables and is approximately 480 GB in size. The database contains over 120 Million records across these 105 tables, with the following approximate counts across key data categories.

Prescriptions – 106 Million
Drugs – 288,000
Dispensers – 9,000
Practitioners – 384,000
Standard Users – 42,000

Data Conversion Plan to be provide in Schedule D.

- 3.13 Provide automated tools that will be used in the de-identification of data to be moved to a historical repository. Live data is maintained for 5 years.
- 3.14 Provide a mechanism for LARA staff to:
 - 3.14.1 Sort and view the upload history of a dispenser by timeframe, number of prescription errors, zero reports filed, late submissions and trends.
 - 3.14.2 Check the accuracy of a specific upload.
- 3.15 Provide a mechanism for LARA staff to produce reports, on demand or scheduled, displaying information about all uploads by a dispenser, including contact information for each dispenser and the reported date ranges of the submission.
- 3.16 Provide a mechanism for LARA staff to produce reports displaying records that were uploaded containing incomplete, invalid, or missing data including DEA, NDC, or NPI numbers or prescription control numbers (e.g., verify prescription control number as supplied by LARA).
- 3.17 Provide mechanism for automated verification of prescription data as specified by LARA.

4. Data Exchange

- 4.1 The PMP system shall provide access to the National Association of Boards of Pharmacy's (NABP) PMP Interconnect hub to allow for interstate data exchange, for queries made by authorized users, and for disclosure of queries received from other states' PMPs through the PMP Interconnect hub.
- 4.2 The database system must be compatible to allow data exchange with HIE systems.

5. Secure Web Services

- 5.1 Provide a secure website for access to the information in the database system and meet the state's eMichigan web application development standard for the web based portal used by authorized users and administrators.
- 5.2 Authenticate user registrations before providing user accounts. Users include: requestors, dispensers, designated agency personnel and LARA. Each user account must have a unique user identification/password combination. Email/text verification must be performed during registration. Passwords expire on a defined schedule established by LARA with prior warning to user including number of days password is still valid. Allow users the opportunity to change passwords at each logon. Include self-service password reset for users who successfully answer pre-set security questions or email/text a link to reset password. Provide logon and logoff capability. Limit logon attempts before locking account with email/text notification for reporting and unlocking ability. Track, record, and timeout illegal attempts at system access.
- 5.3 Comply with the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) and common standards for privacy and security. Provide examples.
 - 5.3.1 Professional licensee users will authenticate by matching license data against agency upload files.
 - 5.3.2 Agency staff user registration will be managed by agency administrators.
- 5.4 Allow for a high volume of concurrent users to access the database system and applications at the same time. The total number of authorized users and routine daily usage will need to be determined by LARA.
- 5.5 Permit a registered user to request and receive information, including automatic reports, via the secure web interface, without intervention by LARA. LARA expects 98.5% of reports to be delivered automatically without LARA action. Access to the database system shall be provided

24 hours per day, seven days per week for registered prescribers, dispensers and authorized users.

- 5.5.1 Permit Law Enforcement Officers and Benefit Plan Managers to register with MAPS and request reports related to a bona-fide drug related investigative case, pursuant to MCL 333.7333a, PA 368 of 1978 (as amended). Authorized LARA staff/administrators will review the request and approve prior to the system running the requested report.
- 5.6 Provide LARA with the capability of communicating information of interest to registered users of the database system through broadcast alerts and postings on the database system home page.
- 5.7 Comply with all federal and state of Michigan privacy and security laws, rules, and regulations.
- 5.8 The Contractor will be responsible for data breach notifications to prescribers, dispensers, LARA and any other parties in accordance with HIPAA regulations.
 - 5.8.1 Provide an example of this process which includes procedures and the appropriate timeline.
 - 5.8.2 Provide detailed methods used to detect database system intrusion.
 - 5.8.3 Provide privacy methods used to ensure that confidential data and communications are kept private.
- 5.9 The system shall permit a registered user to establish delegate accounts for his agents, and further, shall provide a mechanism for the user to monitor the system activity of his delegates.
 - 5.9.1 Provide a toll-free number and email address by which users may contact the selected supplier's Help Desk for support with submissions, web-based collection, analysis, reporting and the administration of passwords and user accounts. The toll-free number shall be staffed by persons located within the United States of America 24 hours per day, seven days per week and 365 days per year. Voice mail access shall be available at all times and must be replied to within 24 hours.

6. Queries and Reports – All reports must be available for download in both PDF and CSV formats.

- 6.1 Prepare audit reports for LARA at the end of each reporting period identifying dispensers that have either not submitted a report or have been rejected.
- 6.2 Allow LARA to search, correlate, query, and match records on all variables contained in the database system. Allow LARA to correct the records.
- 6.3 Allow prescribers to query records with prescribers' DEA number.
- 6.4 At a minimum, but not limited to include the following reports:
 - 6.4.1 Top prescribers of controlled substances
 - 6.4.2 Top dispensers of controlled substances
 - 6.4.3 Top household addresses receiving controlled substances
 - 6.4.4 Top recipients of controlled substances
 - 6.4.5 Patients using the most different pharmacies
 - 6.4.6 Patients using the most different prescribers
 - 6.4.7 Top controlled substances by generic name

6.4.8 Top drug usage by therapeutic class

6.4.9 Top drug usage by NDC number

The format of all reports and creation of additional standard reports shall be approved by LARA.

- 6.5 Specify, identify, and report the number of registered user requests by user type (e.g., prescribers, dispensers) and provide audit report capabilities for individual users on demand.
- 6.6 Enable LARA to perform ad hoc queries on live data immediately following submission and provide mechanism to download or create reports from the data.
- 6.7 Provide de-identified data for population health use and reports.
 - 6.7.1 Data must be downloadable upon demand.
 - 6.7.2 A mechanism must be provided to facilitate the display of data trends to the agency website. Provide examples of standardized statistical reports and graphs showing health trends related to the PMP.
- 6.8 Produce automatic threshold reports and a robust reporting module that allows for the modification of parameters. Expected criteria may consist of, but is not limited to, the number of prescriptions dispensed, number prescribers used, and the number of dispensers used in a designated period of time.
- 6.9 Provide the ability to generate alerts to prescribers and dispensers of patients who have been identified as exceeding specific threshold levels. LARA must have the ability to review a patient's auto-populated prescription history report and choose whether an alert should be sent to specific prescribers and/or dispensers of that patient. Allow dispensers to set alert notification levels on patients of concern.
- 6.10 Provide LARA the ability to deactivate accounts of requestors and dispensers who are no longer authorized to use the database system for any reason.
- 6.11 The system shall enable LARA to perform ad hoc queries to respond to requests from individual patients, professional licensing, local, state, or federal law enforcement agencies, and for statistical, research, or educational purposes.

7. Other Requirements

- 7.1 Provide a disaster recovery plan for data pertaining to the database system in the event the system is unavailable due to human error, equipment failure, or a natural disaster. Please address any historical statistics on database system unavailability for other states (i.e., on average, how long is the database system down or otherwise unavailable on a monthly basis for reasons other than natural disaster). Describe how users will be notified in the event of down-time. Data Backup Plan is provided in Schedule C and Disaster Recovery Plan is provided in Schedule E.
- 7.2 Provide continuing technical assistance for LARA and other licensing agencies via telephone and email 24x7x365.
- 7.3 Provide training for database system use by LARA administrator(s).
- 7.4 Provide database system patches, version updates, security updates, and software upgrades.
- 7.5 The Contractor will be required to encrypt any State data both in transit and at rest at all times that is in use by the Contractor during the project and support after the project. This applies to any device that accesses State data in any fashion. Data Security Requirements are provided in Schedule B.

- 7.6 The Contractor will work with LARA to migrate the existing data for last 5 years and all current and active registered users to the new system.
- 7.7 The Contractor will meet all the security protocols and standards of the State of Michigan.

8. System implementation

- 8.1 All development, documentation, unit testing, end-to-end testing, and security compliance reviews for program area implementations, website.
- 8.2 Implementation of PMP solution.
- 8.3 Provide and configure data tracking tools and a management dashboard, in compliance with LARA detailed requirements.
- 8.4 Migrate existing database to solution's cloud data storage.
- 8.5 Migrate existing users to solution's cloud based security environment.
- 8.6 Implement external web services to support these functions where access through State and non-State systems required, in accordance with all State and Federal regulations pertaining to the access of the PMP system.
- 8.7
- 8.7 Provide data feeds to and from PMPi for multi-state query support and connectivity through GATEWAY.

B. Hardware Requirements – Personal Computer and Mobile System

Hardware **purchase is not a part of this solution.**

C. Initiation, Planning and Requirements Validation

Contractor's System and Services must meet the functional and technical requirements detailed and/or referenced in the Contract.

Contractor will attend the Orientation Meeting described in **Section 1.301** and meet with State staff to review the requirements to ensure the System will be implemented successfully. Contractor will identify any functional, general, or technical issues that need to be addressed to ensure successful implementation and will propose solutions and project timeline.

The parties will review the Preliminary Project Plan and identify any issues that need to be addressed. Contractor will then provide the Final Project Plan and final report formats described in **Section 1.300** detailing how the System will be set up to provide the State's requested functionality.

The parties will review the Preliminary Enterprise Architecture Solution Assessment (EASA) Worksheet Contractor Version and identify any issues that need to be addressed. Contractor will then submit a Final EASA to the DTMB Project Manager (PM) encapsulating any identified changes within the timeframe established in the Final Project Plan.

It is the contractor's responsibility to complete the DIT-170 or other similar documentation as the State may require, to obtain Michigan Cyber Security written approvals as required by the State within the timeframe established in the Final Project Plan.

Contractor Commitment:

Contractor will apply project management methodology that contains the following five components to ensure project success:

1. Contractor will assign a single point of contact, Project Manager for all project activities.
2. Contractor will establish and maintain open and frequent communication with LARA
3. Contractor will integrate standard methodologies into the project management plan and supporting programs.
4. Contractor will conduct weekly internal reviews to assess status and progress, develop solutions to problems as they occur, and attempt to eliminate or minimize the impact of anticipated future problems.
5. Contractor will ensure timely completion of deliverable items by fully understanding requirements, planning the work activities, and assigning the appropriate mix of personnel with the required skills, and obtaining the personal commitment of each individual involved in the task.

Deliverable(s):

- Documentation verifying and validating requirements
- Current Business Operations Document
- Conceptual Business Operations Document
- Conceptual Business Work Flow Diagram

- PMM-102 Project Management Plan
- SEM-602 Test Plan
- SEM-603 Test Type and Approach Report
- SEM-606 Test Case
- SEM-702 Installation Plan
- SEM-703 Training Plan and Documentation

- Final Report Formats
- Preliminary EASA
- Final EASA
- Final Security Assessment documentation

Acceptance Criteria:

- High-level acceptance criteria per **Section 1.501**.

D. Testing

Contractor must follow a testing process comparable to the SUITE testing process which includes a test plan, test type approach, and test cases. Documentation of testing and testing types/levels, and test cases and how defect tracking and resolution is handled must be provided for test environments and production. Testing will demonstrate the system's compliance with the requirements of the RFP. At a minimum, the testing will confirm the capabilities of the system with respect to the functions and features described in the RFP and the ability of the system to perform the workflow throughput requirements. Detailed information about SUITE testing processes can be found in the documents linked to and referenced in Section 1.104 Work and Deliverables. DTMB and LARA personnel will execute user acceptance testing (UAT) after the contractor completes system testing in a QA environment.

Deliverables

- Test implementation according to the SUITE documentation.
- User acceptance testing

Acceptance Criteria

- Each test phase is accepted and signed off by State PM.
- High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

E. Go-Live

As part of implementation, the solution will be put into production for use by LARA and by external users.

Prior to production, the State may determine that a short pilot of the software should be completed before the solution is fully implemented in a production environment.

Deliverable(s)

- (Optional) Pilot project prior to production release.
- Documentation identifying the fulfillment of each software requirement
- System available for use by LARA and external users.

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

F. Warranty

For a period of 90 days after Go live, the Contractor will be responsible for fixing any reported defects related to the application. During this warranty period, if a defect is detected, the warranty period may be extended to cover all defect repairs found within the original 90-day period.. Sample defect tracking log provided here below:

Deliverables	
Deliverable Description	Comments or additional information
Defect Tracking Log	
All defects with severity level under critical or high are resolved.	

Acceptance Criteria

- State PM agrees and signs off that Contractor’s solution has operated properly during the warranty period.
- High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

G. Training and Documentation

Training Plan

There are two categories of users who will require training:

- Train-the-Trainer – LARA expects to train up to 10 participants who will in turn train all users of the system.
- System Administrator(s) Training – LARA expects to assign one or more system administrators to this software who will be responsible for establishing, editing, and deleting contracts; adding, editing, and deleting contractors and project manager accounts; and adding, editing, sending, and tracking administrator notifications, etc.

The Contractor must provide the following training (per Schedule F, Pricing).

Required

Train-the-Trainer

- 1 Class of up to 10 participants.
- Train all user roles of the SaaS solution.
- LARA requests onsite (Lansing) or webinar training

System Administrator(s) Training

- 1 Class for up to 10 Participants
- LARA requests onsite (Lansing or Louisville) and webinar training

Contractor should provide training related to system upgrades and new versions of the system that affect user functionality at no additional cost.

Documentation

All training manuals, training plans, and other documentation shall be provided in an electronic format and hard copy.

Contractor must provide user interface and user experience documentation to aid the State in understanding the workflow available in the proposed solution.

The Contractor must provide documentation to accompany the software solution. Three types of documentation are required (end user, system admin, and technical):

- End user documentation
- End user online help
- System administrator documentation
- System documentation
- Technical documentation

The Contractor must provide the documentation listed below in both an electronic format and as hard copy. Documentation updates due to upgrades or other modifications to the system must be provided throughout the term of the contract and any maintenance period while the license is active. The Contractor must notify the State of any discrepancies or errors in the documentation promptly upon identification.

Documentation to be provided must include, at a minimum:

- End user documentation
- End user online help
- System administration documentation
 - Include documentation of issues/solutions frequently encountered by the system administrator
 - Level of effort and anticipated down time
 - Anticipated frequency and requirements of patches, minor and major fixes
 - Special requirements such as browser components that could affect capabilities or performance of the system
- Technical documentation
 - System administrator manual
 - Data dictionary
 - FAQ or support information for frequent issues users may encounter
 - Detailed list of client browser components required by the application
 - Operations manual
 - System documentation and specifications

Training and Documentation Deliverables

- Provide training plan.
- Provide training as outlined above.
- Provide user interface and user experience documentation.
- Provide documentation as outlined above.

State Responsibility

- The State will work directly with the Contractor in the development of all training materials
- Provide trainers for train the trainer sessions
- Provide an Administrator for Administrator trainer

Contractor Responsibility

- Work directly with Michigan to develop a state specific training plan. This could include user's guides, training guide and administration guides.

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

H. Maintenance, Support, and Operation Services:

The MAPS (PMP) Solution is a SaaS solution and will be hosted by the Contractor.

Maintenance and Support

The Contractor will be solely responsible for maintaining and supporting the solution and all related infrastructure for LARA and LARA's external users in accordance with the provisions of **Section 6 Service Availability and Section 6, Support and Maintenance Services in the Contract Terms.**

Maintenance and support will commence upon successful acceptance of the completed Performance Warranty period.

Contractor must provide a maintenance and support plan. The Maintenance Plan must include:

- Required application maintenance activities and time frames.
- A technology roadmap for the proposed system showing a three (3) year plan for new software version releases, support window, and sun-setting.
- A description of any maintenance and support features that are provided in addition to those specified in this document and Section 6, Support and Maintenance Services in Contract Terms.
- A detailed list of any third-party tools required by the application and describe how they will be supported over the System Development Life Cycle (SDLC).

Contractor will provide a dedicated toll-free number for LARA staff and PMP users from the prescriber (and delegate), dispenser, law enforcement and regulatory communities.

In addition, Contractor will provide access to a web-based form that LARA staff and program users from the prescriber/delegate, dispensers, law enforcement and regulatory agency communities can use to submit service requests/inquiries.

Customer Support: Contractor will provide 24 hours a day, 7 days a week, 365 days a year customer support through the Customer First Center (CFC). Contractor will provide support via telephone and web form. In addition, Contractor will provide email support to LARA personnel responsible for PMP Administration.

System Support: Contractor will provide 24 hours a day, 7 days a week, 365 days a year system support. This includes, but is not limited to assistance and ongoing support regarding problems/issues, guidance in the operation of the SaaS solution, and identification and correction of possible data or solution errors. Support will be in the form of a live operator via phone and a dedicated Client Relationship Manager available via email.

Problem Tracking and Resolution: Problems will be classified as to criticality and impact and resolution as described in Section 6 of the Contract Terms.

Contractor will provide direct tie-in between the customer support systems and customer issue tracking, and software development lifecycle and ticket tracking therein.

Release Management System: The contractor will provide a notification of system scheduled maintenance, to be performed outside of the regularly scheduled maintenance window, seven (7) days prior to the scheduled maintenance period. Appriss' regularly scheduled maintenance window takes place on Wednesday mornings from 4 am EST through 6 am EST.

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

Note: the project approved Governance Model will be followed for all decision and escalation points. The approval of the Governance Model will be provided by the Contractor PM, CRM, and SME and the State PM, IT Manager, and BPL Director

A. Contractor Staff – Key Personnel:

Resource Name	Shellie Nall
Role	Contractor Security Officer
Key Personnel	Yes
Address	10401 Linn Station Road Louisville, KY 40223
Email	snall@appriss.com
Phone	502.815.5577

Resource Name	Jessica Radcliffe
Role	Project Manager / Single Point of Contact
Key Personnel	Yes
Address	10401 Linn Station Road Louisville, KY 40223
Email	jradcliffe@appriss.com
Phone	502.815.5568

The SPOC role's duties include, but not be limited to:

- Supporting the management of the Contract,
- Ensuring that all defined contractor responsibilities in this scope of services are completed appropriately,
- Serving as the point person for all project issues,
- Assessing and reporting project feedback and status,
- Escalating project issues, project risks, and other concerns,
- Facilitating dispute resolution, and
- Updating the state of performance under the terms and conditions of the Contract.

Resource Name	Paul Forst
Role	Technical Subject Matter Expert
Key Personnel	Yes
Address	10401 Linn Station Road Louisville, KY 40223
Email	pforst@appriss.com

Phone	502.815.3819
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The duties of the technical subject matter expert will include, but are not limited to:

- Working with DTMB personnel to complete the DTMB 170 and the EASA worksheet
- Configuring the software appropriately for use by LARA
- Completing system testing of the software as configured for use by LARA
- Providing support during user acceptance testing
- Overseeing and supporting the implementation process

Resource Name	Nicole Dubree
Role	Client Relationship Manager (CRM) / Contractor Service Manager
Key Personnel	Yes
Address	10401 Linn Station Road Louisville, KY 40223
Email	ndupree@appriss.com
Phone	502.815.5761

The duties of the Client Relationship Manager will include, but are not limited to:

- Responsible for conducting or coordinating training sessions
- Day-to-day communications regarding training and other logistics
- Serves as the main point of contact after the implementation period, for the duration of the contract
- Works closely with the State of Michigan for continued program success

B. On Site Work Requirements

1. Location of Work

Any work performed at a State facility rather than at a contractor facility will be executed at the following address:

LARA – Ottawa Building
Bureau of Professional Licensing
611 Ottawa Street, 3rd Floor
Lansing, MI 48909

Should contractor staff need to work on site at a State facility, the State will provide the following resources for the Contractor's use:

- Work space
- Minimal clerical support
- Desk
- Access to copiers and fax machine

2. Hours of Operation:

- Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

- No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements:

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff who will work on site in a State facility.

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

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State project team will consist of a DTMB project manager, LARA subject matter experts (SMEs), and a DTMB contract manager. Prior to system implementation, LARA will identify a MAPS administrator.

State Project Manager

DTMB will provide a project manager. The project manager is a DTMB employee who works in the ePMO IT Program Management Office.

The DTMB project manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title
Laura Brancheau	DTMB	Project Manager
Tim Gajda	DTMB Agency Services	IT Manager

Subject Matter Experts

The subject matter experts (SMEs) representing the business units involved will provide the vision for the business design and how the application will support the vision. They will be available on an as-needed basis.

The SME's will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

Name	Agency/Division
Kim Gaedeke	BPL Director

DTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Malathi Natarajan	DTMB	Contract Administrator

System Support Resource

The system support resource will be a DTMB technical support person. If the solution is hosted by the State, this resource will serve as a liaison with the appropriate DTMB server team. Regardless of where the solution is hosted, this resource will also serve as a liaison with the contractor company's technical support personnel. NOTE: For this program it will not be hosted by the state as the Contractor will be responsible for handling all hosting needs and requirements once the new system is established for MAPS.

1.203 OTHER ROLES AND RESPONSIBILITIES

The State may provide other DTMB staff as needed to support completion of the Statement of Work, which may include:

- System Administrators: grant and deny access to system

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Project Plan

Project Management Plan (PMM 0102) includes necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State.

1. In particular, the Preliminary Project Plan includes a MS Project schedule or equivalent (check the SUITE/PMM standard):
 - a. A description of the deliverables to be provided under this contract.
 - b. Target dates and critical paths for the deliverables.
 - c. Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
 - d. The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Preliminary Project Plan.
 - e. Internal milestones
 - f. Task durations

Note: A Final Project Plan will be required as Stated in Schedule A, Section 1.301 Project Control.

Orientation Meeting

Within fourteen (14) calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Performance Review Meetings

The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Project Control

1. The Contractor will carry out this project under the direction and control of DTMB and LARA.

2. Within fourteen (14) working days of the execution of the Contract, the Contractor will submit the final Project Management Plan (PMM 102) to the State project manager for final approval. This project plan must be in agreement with Schedule A, Section 1.104 Work and Deliverables, and must include the following:
 - The Contractor's project organizational structure.
 - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
 - The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
 - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
 - Staffing tables with names of personnel assigned to Contract tasks.
 - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all services to be performed within the next two business weeks, updated bi-weekly.
 - Updates must include actual time spent on each task and a revised estimate to complete.
 - Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

1.302 PROJECT REPORTS

Reporting formats must be submitted to the State's Project Manager for approval within five (5) business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Contractor will provide a bi-weekly Project Update Report on the overall status to implement the Solution, which will include:

- Weekly Project status
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control
- Repair status
- Maintenance Activity

1.400 Project Management

1.401 ISSUE MANAGEMENT

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

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

- Description of issue
- Issue identification date
- Responsibility for resolving issue
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Subject Matter Experts (SME's)

Level 2 – Project Managers / Business Owner

Level 3 – Executive Sponsor

The Contractor shall also maintain a defects log for software defects identified by the State. The defects log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The defects log must be updated and must contain the following minimum elements:

- Description of each defect
- Defect identification date
- Priority for fixing defects (to be mutually agreed upon by the State and the Contractor)
- Contractor resources assigned responsibility for fixing each defect
- Estimated date for fixing each defect
- Description of the fix to be applied

1.402 RISK MANAGEMENT

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

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

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract resulting from the upcoming RFP. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

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

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

1.403 CHANGE MANAGEMENT

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

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

issuance of a Contract Change Notice by the DTMB-Procurement, risk non-payment for the out-of-scope/pricing products and/or services.

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

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

Change Control Procedures

Methods Used to Initiate Change Requests

The following methods may be used to outline proposed changes, in order to initiate a change request:

- A telephone conversation between the Project Manager and/or Project Sponsor, and the customer.
- An email to the Project Manager and/or Project Sponsor from any individual approved by the customer to submit change requests
- Meeting minutes recorded during customer meetings

Change Request Format

A Change Request Form shall be used and should include the specific change(s) requested, along with any approval already given by the Project Sponsor and the customer for the change if the change was not initiated by the customer.

All change requests will be maintained in a Change Control Log.

Preliminary Analysis Ownership and Responsibilities

A Change Request must be appropriately analyzed to determine the impact to the project. The Project Manager will be responsible for ownership for coordinating the primary analysis to determine if the Change Request is possible, given any limitations on schedule, scope, or resources.

Detailed Analysis Ownership and Responsibilities

The deliverable owner most affected by a potential change will be assigned the responsibility of conducting a detailed analysis to determine if the Change Request is possible, given any limitations on schedule, scope, or resources. This analysis will be provided to the Project Manager in a timely manner to allow for discussions with and recommendations to the Project Sponsor and the customer.

Change Request Approval

If the change request receives initial approval by the Project Manager and client, the Project Manager will then formally submit the change request to the Change Control Board. If the Change Control Board approves the scope change, the Project Manager and Customer’s Project Manager will then formally accept the change by signing the project change control document. Upon acceptance of the scope change by the Change Control Board and Project Sponsor the Project Manager will update all project documents and communicate the scope change to all project team members and stakeholders.

1.404 COMMUNICATION MANAGEMENT

Communication management is defined as the process to communicate the appropriate level of information to the multiple levels of Project Stakeholders throughout the life of the project.

1.500 Acceptance

1.501 CRITERIA

- Documents are dated, provided in Microsoft versions equivalent to State software policies, and adhere to all professionally acceptable grammatical standards.
- Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product.
- Draft documents are not accepted as final deliverables.
- The documents will be reviewed and accepted in accordance with the requirements of the Contract.
- DTMB will review documents within a mutually agreed upon timeframe.

- Approvals will be written and signed by the PM, IT manager, and BPL Director.
- Issues will be documented and submitted to the Contractor.
- After issues are resolved or waived, the Contractor will resubmit documents for approval within 30 days of receipt.

Software Deliverables

Deliverable approval process detailed in the Contract Terms has been followed and met. See Section 4. Service Preparation, Testing and Acceptance in the Contract Terms

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones identified in Section 1.104 Work and Deliverables, completion of ALL tasks in the project plan, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements. Final acceptance will be given after the expiration of the Warranty Period if all outstanding issues have been resolved to the State's satisfaction. See also the Contract Terms for further details.

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Method of Payment

- Services will be paid on sign-off of identified project milestones, less identified holdbacks. Please see Schedule F – Pricing, Table 2: Project Work and Deliverables Cost Detail, regarding the milestones for MAPS (PMP) project. A milestone is defined as complete when all of the deliverables within the milestone have been completed and accepted. Failure to provide deliverable by the identified date may be subject to liquidated damages as identified in section 1.502 Final Acceptance.
- Software subscription (One-time cost for the subscription to the Contractor's proposed software package) will be purchased as needed, to support software implementation. Please see Schedule F – Pricing, Table 1: One-Time Project Cost Summary, Item A - Base Software Package, regarding the software subscription cost.
- Software Licensing, Maintenance and Support will be paid for the installed software, starting for the period after the warranty period has expired. Please see Schedule F – Pricing, Table 4: Software Licensing, Maintenance and Support.
- Future service engagements will be paid according to a defined schedule in the individual engagement statement of work.
- Service Credits may be exchanged for training conferences, services, equipment, or deducted from State's payment due to Contractor.

Extended purchasing program volume requirements are not included, unless stated otherwise. See SaaS Terms and Conditions, Section 22.5.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

Statements of Work and Issuance of Purchase Orders

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it. Unless otherwise agreed by the parties, each Statement of Work will include:

1. Background

2. Project Objective
3. Scope of Work
4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Payment Schedule
9. Travel and Expenses
10. Project Contacts
11. Agency Responsibilities and Assumptions
12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

Invoicing

Contractor will submit properly itemized invoices to

DTMB – Financial Services

Accounts Payable

P.O. Box 30026

Lansing, MI 48909

Or

DTMB-Accounts-Payable@michigan.gov

. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.602 HOLDBACK

The State shall have the right to hold back an amount equal to 10% of all amounts invoiced by Contractor for Services / Deliverables. The amount held back shall be released to Contractor after the State has granted Final Acceptance.

Attachment 1 - Key Personnel Resume Requirements

Requirement
Minimum 2 years of experience with the vendor company.
Documented experience in successfully leading the implementation of the proposed solution software to be installed at least two times.
Documented experience in configuring the proposed solution to meet the customer's requirements at least two times.
Documented experience in successfully implementing an interface between the solution software and another application/system.
Documented experience creating test cases.
Documented experience in conducting unit, integration, system and user acceptance testing.
Documented experience in defect management. To include identifying, documenting, tracking and resolving defects.
Minimum 5 years working in an IT classification.
Minimum of 30 credits of education in an IT curriculum.
Minimum 5 years of experience in verbal and written communication with clients and technical staff in English. Excellent verbal and written communication skills required.

Schedule B - Data Security Requirements



Appriss Information
Security Program.pdf

Schedule C – Data Backup Plan

Full backups are taken once every 36 hours, retained locally for 1 week and offsite for 3. Off-site backups are encrypted locally then transferred to AWS S3 encrypted storage. Appriss utilizes redundant high bandwidth AWS direct connections to ensure the fastest possible data transmission and recovery. From the point of full backup, and until the next backup, every database update transaction is recorded in Appriss' transaction redo log.

PMP AWARxE data storage is housed in a Virtual Private Cloud located in Amazon's AWS US East data center. When data is imported into a PMP AWARxE RDS database in AWS, it is also replicated to a separate Amazon Availability Zone using Amazon's multi-AZ RDS replication functionality. This creates a replicated database within the same VPC but in a different physical availability zone at the data center for the purpose of high availability. Data is also backed up daily using Amazon's automated RDS backup feature that enables point-in-time recovery for a database instance.

The daily backups have a 14-day retention period. In addition to the daily automated backup, Amazon RDS archives database change logs. This enables Appriss to recover the State's database to any point in time during the backup retention period, up to the last ten minutes of database usage (i.e. an RPO of 10 minutes). Amazon RDS stores multiple copies of data. If for any reason a single-AZ DB instance becomes unusable, it will be possible to use point-in-time recovery to launch a new DB instance with the latest restorable data. This allows for an RTO value of 90 minutes.

The databases and applications are replicated and redundant via the separate data centers with the backup location on hot standby. The configuration settings, databases, and file systems are encrypted and backed up to Amazon S3 for real-time access and recovery.

Appriss services also operate in the AWS US East (N. Virginia) region:

- Amazon cloud computing resources are housed in highly available data center facilities in different areas of the world (for example, North America, Europe, and Asia). Each data center location is called a region.
- Each region contains multiple distinct locations called Availability Zones, or AZs. Each Availability Zone is engineered to be isolated from failures in other Availability Zones, and to provide inexpensive, low-latency network connectivity to other zones in the same region. By launching instances in separate Availability Zones, applications are protected from the failure of a single location.

Data Retention

PMP AWARxE supports configuration of data retention periods and will be configured to accommodate the State of Michigan's retention period. In general, once a retention period is established and configured into the system, a daily process first calculates the cutoff date for retention as of that date, and then identifies records with fill dates that have surpassed the cutoff date. The identified records are then purged. An audit trail of the data purged is kept.

Schedule D - Data Conversion Plan

DATA CLEANSING, CONVERSION, AND UPLOAD

The Contractor shall ensure that all data that has been collected by previous data management system in addition to user information is cleansed, converted and uploaded into MAPS database. The Contractor must submit a data conversion plan with the information elements listed below. The document should conform to the high level acceptance criteria listed in Schedule A, Section 1.501.

The data conversion plan shall include, but not be limited to the following;

- A. An overview of the activities and services that the Contractor will provide, the assumption on which the plan is based, and the roles and responsibilities for individuals and organizations involved in the conversion effort.
- B. A description of the objectives to be addressed in the data conversion, which includes but is not limited to:
 - 1. Identifying the approximate number and source of record or documents to be converted,
 - 2. Description of the procedure(s) used to for error identification and resolution.
 - 3. Archived data impact.
- C. A data conversion strategy for the conversion effort, which includes but is not limited to:
 - 1. Needed roles and number of staff required
 - 2. Conversion method with descriptions of any automated method that requires minimal intervention from MAPS staff.
 - 3. Mechanism for identifying and reporting conversion errors.
 - 4. Method to reconcile converted data and differentiate between converted data and new system data.
 - 5. Description of the capability to automatically reverse or undo a conversion.
- D. Conversion preparation and procedures, which include but are not limited to:
 - 1. Source specifications – identify the file and/or database name and description, data source, file structure, conversion rules, dependencies, access requirements, data format, and conversion acceptance criteria for each source.
 - 2. Destination specifications – identify the name, data source, access requirements, and data format for each destination.
 - 3. Intermediate processing requirements – identify the cleansing, validating, and initiating requirements.
 - 4. Data element mapping – provide a mapping of the source to destination, considering intermediate processing requirements.
 - 5. Data conversion tools and scripts – identify the necessary tools and scripts to perform data conversion, intermediate data processing, and loading cleansed data into the destination data repository. Includes both automated procedures (conversion programs) and manual procedures (data entry procedures) and define each script necessary.
 - 6. Testing – identify conversion verification procedures and activities required for system testing. Identify the testing tools and scripts, and the validation and verification of resulting test data, in preparation for data loading.
- E. Provide a timeline and describe the schedule of activities to complete conversion at implementation.

Schedule E - Business Continuity and Disaster Recovery Plan

Contractor's Business Continuity and Disaster Recovery Plan is as follows.

Revision History

Date	Revision	Purpose
03/01/10	1.0	Initial document created by Vic Smither
4/20/10	1.1	Minor edits by Eric Pullen during review
10/01/10	1.2	2010 Update post table-top review
06/03/11	1.3	Updated contact information
06/2013	1.4	Updated contact information
01/2015	1.5	No changes

Review History

Date	Name	Title	Signature
06/03/11	Brian Oldham	CTO	
06/03/11	Eric Pullen	Dir. Of IT	
01/2015	Shellie Turner	CSO	

Plan Introduction

The Appriss Disaster Recovery Plan is designed to provide immediate response and subsequent recovery from any unplanned business interruption, such as system compromise, computer equipment outage, loss of utility service, or catastrophic event such as a major fire.

The Contingency and Disaster Recovery Plan addresses the elements necessary to ensure continuity of certain services provided by Appriss to minimize the impact of potential catastrophes by:

- Reducing the likelihood of disaster through preventive measures, which encompass the areas of the facility, personnel, maintenance, security, equipment, communications, and software.
- Planning a structured response to the event and eventualities that may beset the Appriss products, ensuring that not only the procedures, but also the responsibilities are well defined.

The Contingency and Disaster Recovery Plan documents the strategies, personnel, procedures, and resources that Appriss will use to respond to any short- or long-term business interruption. Specific details on incident response and subsequent business recovery actions and activities are included within the respective scenario sections. Employees may be members of two or more teams.

System Name

The entire system is simply called “The Platform” and refers to all pieces and parts that make up all of the services that we provide our customers. The major subset that is used by all systems is called the “Core System” and is at the center of all applications provided to our customers.

System Description

Appriss, Inc. is comprised of several products including but not limited to VINE, PMP, RiskCheckNow, Methcheck, and Justice Exchange. At the core of these products is what is referred to “Core System” which is comprised of the hardware, operating system, systems applications, communications, email, archiving, storage, backup, and disaster recovery of the Core System.

How to Use the Plan

This plan provides information about handling a disaster recovery incident at the Linn Station facility. Since Appriss has several applications that are critical systems, disruption or degradation of service is of paramount importance to be restored. Since not all applications systems are of a critical importance, only those deemed that way will be restored first. Other applications will be restored as deemed necessary or when the Linn Station facility has been returned to regular service.

Strategy Overview

The alternate facility that will support all Appriss systems is located at 2351 Nelson Miller Parkway Suite 103 Louisville, Kentucky 40223. Once a person authorized to do so has declared a disaster, the IT Core group will be contacted to begin the restoration. The actions plan dictates the steps necessary to bring up the priority systems. Since the VSR's and Appriss Operations Center (AOC) are located at the disaster recovery site they will operate as normal.

Alternatively, if there is a disaster at the recovery site, we will move all necessary operation staff (AOC & VSR's) to our primary facility at 10401 Linn Station Road Louisville, KY 40223.

Disaster Recovery Phases

There are three main phases of a disaster recovery: response, recovery, and restoration. Appriss disaster recovery will be handled through the execution of these phases as described below.

- Response. Activities immediately following the identification of a disaster situation. Includes notification of executive management, formal declaration of a disaster, mobilizing personnel, and meeting to plan the handling of the situation.
- Recovery. Activities for interim or temporary processing until the system or facility can be fully restored. This includes moving processing to another location or using an interim process. Recovery activities may not always be applicable in some scenarios or in the case of others may be of very short duration.
- Restoration. Activities that bring the system back to its normal processing mode.

Appriss Processing Strategies

This section provides information about strategy for restoring processing elements of the CORE platform and can apply to any of the threat scenarios where a particular CORE element is affected.

Data Processing Strategy

The main database is backed up disk-to-disk and disk to tape, then moved off site for storage at Data Vault. In addition, there is an active Oracle server that processes the log file updates from the production Oracle system so that it is always active and up to date. The log files are put on the disaster recovery storage system that is capable of holding all necessary database files for the critical systems. This system is kept under maintenance and constantly being monitored by the AOC. The backup tapes are taken off site daily and stored at The Data Vault 13201 Data Vault Drive Louisville, Kentucky 40223. There are several IT personnel that are authorized to request tapes to be released and delivered to the Nelson Miller Parkway facility.

Travis Ackery
Jim Apple
Victor Smither

Application Component Strategy

Most of Appriss application servers are running on Citrix Xen virtual servers, which are ready to load the appropriate servers with Novell SLES or Microsoft Sever depending on the application. All physical servers are stored in the “build room” at the disaster recovery site. Once the servers are built, the Applications Core Team will be notified.

Data Communication Strategy

Currently Appriss has three different Telecommunications carriers with diverse entry paths at both the Linn Station Facility and at the Nelson Miller facility. Two high-speed links (Metro Gigabit Ethernet) connects the two sites and allows for data transfer and data replication. There are load balancers, switches, and routers on site at both locations that can be configured when a disaster has been declared.

Restoration Prioritization Strategy

Restoration prioritization will be reviewed yearly and verified with the applications managers to ensure that all contracts are being met. All new and existing renewals of contract SLA’s should involve the Director of IT to ensure that the appropriate hardware and systems are available to ensure adherence to the contract.

See Appendix F for restoration priorities.

Disaster mode operations

Procedure Training

The Core Management Team will be responsible for providing training to any staff member not familiar with the elements of the Disaster Recovery Plan. The Core Management Team should enlist any additional members necessary for training and documentation. This includes Security, Facilities, Support, and Development. Resource Plan for Operating in the Contingency Mode

The CTO will ensure this plan has been reviewed and that each member of the Core Management Team will review plan with their team annually.

Roles, Responsibility, and Authority

Only a member of the senior team can authorize a start of the disaster recovery procedure. The disaster recovery Crisis Team upon authorization will drive the recovery of the Core System. The team members are Travis Ackert, John Rice, Jim Apple, and Ed Scott. The Director of IT shall be the disaster recovery captain. The hierarchical organization of notification procedures is shown below:

Table 1: Contingency Plan Implementation Notification Procedures

CONTINGENCY PLAN IMPLEMENTATION NOTIFICATION PROCEDURES	
1	Incident occurs at the Linn Station Facility.
2	Incident is reported to Director of IT via the AOC or IT.
3	Director of IT to call CTO
4	CTO calls CEO or President for authorization.
5	CEO or President contacts the other members of the senior team.
6	CTO contacts Director of IT and Chief Security Officer.
7	Director of IT contacts management of the Core Team.
8	Core Team Management contacts each member of his or her team.

Management Team

Each business unit team will be notified of the activation of disaster recovery mode by their senior team VP. This notification should include any steps necessary to implement their own disaster recovery plans once the CORE system is operational. All coordination of the disaster will go through the CTO or the Director of IT.

Damage Assessment Team

Once the disaster process for the Core Team is completed a damage assessment should be performed on the cause of the outage and repairs started. If there is physical damage to the Linn Station facility, only the Director of IT can permit access to the building. The Director of IT will work the landlord (NTS), fire, police, and utility companies to determine the access permitted. Once approval to enter the building the Appriss Facility Manager will access the building and determine what items can be salvaged and what needs to be taken to the Nelson Miller facility. Utility, fire, and Law enforcement phone numbers are located in Appendix A.

Team Assignment

Each Core Manager is responsible for assigning tasks to each member of his team, as is each business unit team. Because the disaster recovery site is currently being used for the AOC and VSR's there is not enough space for all the departments to have a desk to work from. Teams should secure verification from the Director of IT before any team member arrives as the site.

Contingency Teams

This section describes the personnel designated to manage contingencies.

Management Team

Senior Team

- Mike Davis - CEO
- Rick Simpson - CFO
- Brian Oldham – CTO
- Tom Seigle – President of Public Safety
- Paul Colangelo – President of Information Services

The Core Management Team includes:

- Ed Scott – Vice President of Core Technology
- Travis Ackert - Director of Information Technology
- Jim Apple - Director of Quality
- Ed Scott – Manager of Core Software
- Stacy Murphy - Manager of Core Tools
- Shellie Turner- Chief Security Officer

Preparedness Procedures

Preparedness procedures include ongoing, normal day-to-day business operations, including incident prevention activities and maintaining items necessary for the recovery program. In addition, they include recommended regularly scheduled plan review and enhancement activities that address business requirements, recovery strategy and personnel training issues. A description of preparedness procedures is provided below:

- Ensure that the documented team plans, including all identified recovery resources and procedures, are maintained in a current state of readiness.
- Maintain a current copy of the Disaster Recovery Plan and Emergency Contact List at home and office.
- Ensure that all team members and alternates maintain a current copy of the contingency plan and contact list
- Ensure that all recovery team personnel consider recovery preparedness a part of their normal duties.
- Provide periodic training on recovering from threat scenarios
- Ensure that backup and offsite rotation activities for vital records, including PC media, are being performed.
- Maintain the Contingency and Disaster Recovery Plan, including all procedures, checklists and team rosters, in and up-to-date condition.

Contacts Report

The AOC management shall contact all the customers, clients, and regulatory agencies (internal and external) which should be contacted. In addition, the following contacts should be called.

Customer Name:

Contact Name: NTS
Office Phone: 502-429-9850
Address: 10172 Linn Station Road Louisville, KY 40223

Preparedness Procedures

Ensure that daily operating activities are fully supported by recovery capabilities on an ongoing basis. The Core Managers Team is responsible for recovery preparedness and employee training within his/her area of responsibility. This includes:

- Maintain a current copy of the Contingency and Disaster Recovery Plan and Emergency Contact List at home and office.
- Ensure that all team members and alternates maintain a current copy of the Plan.
- Ensure that recovery preparedness is part of normal duties – rehearse the steps for recovery on a periodic basis, including verification of security features
- Ensure that backup and offsite rotation activities for vital records, including PC media, are being performed.
- Participate in the overall Recovery Plan Exercise Program, as required.

Technical Support Management Team

The Technical Support Team includes:

- Brian Oldham – CTO
- Bob Popeck – Manager of AOC (Strategic)
- Josh Bruner – Director of Customer Support

Responsibility Summary

The Technical Support Team's restoration responsibilities are to:

- Keep the Management Team advised of the status of the team's progress.
- Keep customers informed of the status of our recovery efforts
- Ensure all gateway systems are ready to recover once system is fully operational
- Perform resyncs of appropriate agencies when system is fully operational

Preparedness Procedures

Ensure that daily operating activities are fully supported by the team's recovery capabilities on an ongoing basis. The Technical Support Team is responsible for recovery preparedness and employee training within his/her area of responsibility.

- Maintain a current copy of the Contingency and Disaster Recovery Plan and Emergency Contact List at home and office.
- Ensure that all team members and alternates maintain a current copy of the Plan and Contact List
- Ensure that restoration preparedness is part of normal duties – rehearse the steps for recovery on a periodic basis, including verification of security features
- Ensure that backup and offsite rotation activities for vital records, including PC media, are being performed.
- Participate in the overall Recovery Plan Exercise Program, as required.
- Annually, perform the following plan enhancement procedures:
 - Review recovery requirements
 - Review recovery strategies and supporting procedures to ensure they still adequately address the business requirements.
 - Conduct a team “notification” test and document results for audit purposes.
 - Conduct a team “walk-through” test and document results for audit purposes.
 - Conduct an audit of all recovery resources identified as being stored offsite.

First alert notification summary

Notification of a potentially disruptive incident may come from any of several different sources, depending upon the nature of the incident and time of day.

The following procedures summarize typical notification flow and initial actions.

For any person who becomes aware of a potential incident within the facility, the following instructions apply:

1. Perform all appropriate emergency notification actions, e.g., sound fire alarm.
2. If appropriate, notify immediate supervisor, manager, and director and provide the following information:
 - a) Name
 - b) Description of incident
 - c) Preliminary report of damages and injuries
 - d) Information regarding any attempted or actual notification contacts
 - e) Phone number and location where point of contact can be reached
3. Report to the Initial Assembly Point or the Crisis Management Center as soon as the emergency permits.

In the event of a building evacuation or utility failure:

1. Perform all required emergency response action (Refer to the Emergency Response Plan).
2. Report to the Initial Assembly Point or the Crisis Management Center.

Plan Maintenance

The Contingency and Disaster Recovery Plan is only as valid as the information it contains. To ensure that the plan can be used effectively in an emergency, it must be accurate and complete. Therefore, it is imperative that the plan be periodically reviewed and updated. Accordingly, each team leader is responsible for the identification of all modifications and enhancements that may be required to continually and accurately reflect their team's recovery responsibilities and procedures.

When changes to the Plan need to be performed, the responsible team will input the identified changes to their corresponding plans. When complete, copies of the required changes will be forwarded to the Contingency Plan Coordinator (member of the Management Team) for review. It will be the responsibility of the Recovery Coordinator to review the proposed change(s) and verify that appropriate management approval has been received for the proposed change.

If the change is of a technical nature, reflects a change in recovery logistics, or affects a different recovery team, the Recovery Coordinator will submit the proposed revisions to all affected teams for their notification and/or approval, if such approval is warranted. The Recovery Coordinator will distribute required copies of newly enhanced section(s) to all affected teams.

Upon receipt of a newly enhanced section, each affected team leader should immediately replace all copies of their old section of the plan with the newly enhanced section.

Update this plan for any of the following circumstances:

- Changes to department personnel identified within the Team Composition Report
- Significant changes to recovery requirements
- Significant changes to recovery procedures, such as the addition of new business functions, support systems, new computer applications, new business practices, receiving orders via new electronic sources, or organization changes
- Annually, perform the following plan enhancement procedures:
- Review recovery requirements, defined in the Application Report.
- Review recovery strategies and supporting procedures to ensure they still adequately address the business requirements.
- Conduct a team "notification" test and document results for audit purposes.
- Conduct a team "walk-through" test and document results for audit purposes.
- Conduct an audit of all recovery resources identified as being stored offsite.
- Participate in the overall Recovery Plan Exercise Program, as required

Plan Distribution

The Contingency and Disaster Recovery Plan is distributed to authorized personnel to assist in the definition and understanding of responsibilities and procedures related to a business disruption. Therefore, this plan is intended for an individual's use only while an employee of the Department. It is considered confidential and as such should be protected from disclosure. Upon any change of employment status, it is each individual's responsibility to return their assigned copy and all duplicates, and duplicate parts thereof, to their respective management. No one outside of Appriss, with the exception of authorized contractors, will be permitted to read, review, copy or audit the plan without prior written approval of the Director of IT or CTO.

Personnel Notification Procedure

After the Recovery Plan has been officially activated, use this procedure in conjunction with the Team Composition Reports to alert personnel. Record the results of telephone calls on the Telephone Log.

Procedure: Place calls. Record contact information.

If contact is made, say **“May I speak with (individual)?”** If the individual is available, provide the following information:

Brief description of the problem

Location of the Crisis Management Center: _____

Phone number at the Crisis Management Center: _____

Action required as noted by Management Team:

- Inform personnel to make no public statement regarding the situation.
- Inform personnel that no calls are to be made to other employees. (This will avoid premature notification to families of personnel working at the time of the disaster.)
- Record the call and pertinent details on the Telephone Log

If the individual is not available, say **“Where may I reach (individual)?”** If at any location other than work, get phone number, make call and provide the above information.

If individual is at work, indicate you will reach the individual at work. (DO NOT DISCUSS THE DISASTER SITUATION WITH THE PERSON ANSWERING THE PHONE.) Notify the Management Team immediately.

Record the call and pertinent details on the Telephone Log.

If no answer:

- Record the time attempted contacts were made in the Telephone Log
- Periodically call again, until contact is made
- Record the call and pertinent details on the Telephone Log

Recovery Status Report Form

Purpose: To provide status of the Recovery phase to the Management Team

(MAKE COPIES OF THIS FORM)

After the Recovery Plan has been activated, you are required to submit periodic Status Reports.

DATE: _____ **TIME:** _____

NAME: _____

Comments:

Conclusions:

Personnel Location Control Form

Purpose: Maintain centralized tracking of all recovery personnel.

Procedure: Make copies of this form and complete after plan activation.

Complete this form indicating work location of recovery personnel. Continue to update the information throughout each day during the recovery operation. As updates are made, send a new copy to the Crisis Management Center for their use in tracking of all recovery personnel.

Location Assignment Code:

- 1. Stationed at the Crisis Management Center
- 2. Report to alternate work location
- 3. Report to disaster site to assist with salvage efforts
- 4. Stay home until further notice

Date: _____ **Issued By:** _____

PERSONNEL LOCATION CONTROL FORM					
Name	Contact Status	Location Assign. Code	Phone Number	From	To

Computer Equipment Status Form

Computer Equipment Incident					
No.	Description of Problem	Physical Damage	Cabling Damage	Operational	Estimated Repair Date

Incident Response Reporting Worksheet

Incident Response Reporting Worksheet

Purpose: To gather data during the response, recovery, and restoration phases of a contingency. The information can be incorporated into the final Incident Response Report.

Instruction: Fill out as much information about the incident as possible.

Background Information:

- Time and date of discovery
- Team members assigned to handle incident
- Type of Incident (What type of threat predicated this event?)
- Equipment/Service Affected

Incident Handling Tasks:

- Response Actions: (include notification procedures)
- Recovery Actions:
- Restoration Actions:
- Administrative Tasks:
- After Action Report:

APPENDIX A - Emergency Contact List

Albert Oil – Fuel for Generators
11700 Diode Court
Louisville, KY 40299
Office: 502-267-9181

Eric Pullen – Director of IT
Appriss, Inc.
10401 Linn Station Road, Suite 200
Louisville, KY 40223
Office: 800-816-0491 x3876 or 502-815-3876
Cell: 502-817-6558

Jeffersontown Police Department - Physical Security
10410 Taylorsville Road
Jeffersontown, KY 40299
Office: 502-267-0503 or 911

Louisville Water Company - Water
550 S. Third St.
Louisville, KY 40202
Office: 502-583-6610

Louisville Gas and Electric Company - Gas or Electric
220 West Main Street
P. O. Box 32010
Louisville, KY 40232
Office: 502-589-3500

Middletown Fire Department - Fire
10217 Shelbyville Road
Louisville, KY
Office: 502-429-6777

APPENDIX B – hosted environment recovery list

- Order network and blade hardware for re-build (2 weeks)
- Firewall
- c-Class Chassis
- c-Class blades (6-465 & 2-685)
- EVA4x00 start kit with 9.6TB (with switches)
- Rack/install network, blade, and EVA hardware (4 hours)
- Setup network for hosted (3 hours)
- Setup FC network for hosted (3 hours)
- Build VMWare host (start with 1, grow to 2) (6 hours to build)
- Restore VMWare hosts (or rebuild). (6+ hours each)
- Build any real HW for customers (3 hours each)
- Restore real HW for customers (6+ hours)

APPENDIX C – appriss corporate recovery list

- Accounting system
- Payroll

APPENDIX D – recovery assumptions

- Email will be available at NMP for all staff located there, but other staff can have ability to send but no old mail
- Jabber will be unavailable, but all staff will use Google Talk as a backup
- DSI is a part of the Hosted environment and will follow its recovery schedule
- DSI could lose up to 24 hours of transactions
- Will NOT recover AX on Jboss (AX passthru will be recovered)
- Will NOT recover old TDD/TTY
- Will NOT recover TTS (Nuance for text to speech)
- Will NOT have redundancy (FSNR, Oracle, ...)
- Will NOT recover the document converter for ICOTS
- Will NOT recover MQ
- Will NOT recover FrontRange
- Will NOT recover inbound RAS (approx 20 agencies)
- Will NOT recover VINE DMZ Gateway (approx 10-15 agencies)
- Will NOT recover VINE Gateway DB server
- Will NOT recover portal.appriss.com
- Will NOT have DEV, QA or PREP
- VNS will have its own DR plan
- Will NOT recover site deployment tools, deployment will be manual
- Clonezilla will not be available for gateway deployments, and must be rebuilt from scratch
- Queued email on local MTA will be lost, but marked as successful.
- Will NOT recover drive letters: I: J: K: L: and U: (the windows file servers).
- The above items will be in a degraded state that will last for 2 months
- The wiki and frontrange database will be restored from 24 hours ago (losing the last day of data).

Schedule F – Pricing

Table 1: Summary of the Project Cost Items			
One-Time Project Cost Summary			
Item	Project Cost(s)	Cost (\$)	Comments
A.	Base Software Package One-time cost for the subscription to the vendor's proposed software package.	\$10,000	Test environment set-up costs.
B.	Implementation Give breakdown in Table 2	\$160,000	See Table 2 for cost breakdown
On-Going and Future Project Costs			
Item	Project Cost(s)	Cost (\$)	Comments
C	Software Subscription Includes solution software Give breakdown in Table 4	\$2,633,750	Annual PMP AWAxE subscription fee includes maintenance and support costs.
D	Maintenance and Support Give breakdown in Table 4	\$279,750	PMP AWAxE software maintenance and Support is included in the annual software subscription fees.
E	Multi-factor Authentication Project	\$125,000	Future project not to exceed \$125,000. Any third party charges incurred will be treated as pass through cost to the state.
	Total Project Cost	\$ 3,208,500	

Table 2: Project Work and Deliverables Cost Detail

Category	Resources Required (Contractor to identify each IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Hourly Rate (List rate for each resource)	Milestone cost (\$)	Comments
Configuration				\$70,700	
Customizations (Provide a line item below for each customization listed in the Requirements tables. Add more customization rows if needed)				\$34,275	
Data conversion, Migration, Interfaces/Integration and Testing				\$33,850	
Training (Give breakdown in Table 3)				\$3,225	
Go-Live				\$13,300	
Documentation (Give breakdown in Table 3)				\$4,650	
Combined Total Implementation Costs (configuration, Customization, testing and interfaces/integration, Go live and Knowledge Transfer)				\$160,000	

Table 3: Training, Documentation and Knowledge Transfer Breakdown

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (# of hours per resource)	Total cost (\$) (Transfer total from this table to Table 1)	Comments (Explain how these costs were identified)
Training					
B	Required Training				
	End User: Train-the-Trainer			\$3,225	
	Onsite	Business Analyst	40	\$3,000	Flat \$3,000 fee for onsite classroom training
	Webinar	Business Analyst	3	\$225	Webinar set-up, production and follow-up documentation
	System Admin Training			\$0.00	
	Onsite	Business Analyst	40	\$0.00	System Admin training is included in the PMP AWARe license fee
	Webinar	Business Analyst	3	\$0.00	System Admin training is included in the PMP AWARe license fee
B	Optional Training				
	Additional End User Train-the-Trainer			\$3,250	
	Onsite	Business Analyst	40	\$3,000	Flat \$3,000 fee for onsite classroom training
	Webinar	Business Analyst	3	\$225	Webinar set-up, production and follow-up documentation
	Additional System Admin Training			\$3,250	
	Onsite	Business Analyst	40	\$3,000	Flat \$3,000 fee for onsite classroom training
	Webinar	Business Analyst	3	\$225	Webinar set-up, production and follow-up documentation
	Construction Contractor Training	n/a		\$0.00	No construction required

Table 3: Training, Documentation and Knowledge Transfer Breakdown

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (# of hours per resource)	Total cost (\$) (Transfer total from this table to Table 1)	Comments (Explain how these costs were identified)
Training					
	Project Manager Training	Business Analyts		0.00	Project Manager training will be included with Admnnistrator Training
Documentation					
B	End User Documentation	Program Manager Business Analyst	5 10	\$1,300	Program Manager hourly rate of \$110 x 5 hours plus Business Analyst hourly rate of \$75 x5 hours
	End User Online Help	Business Analyst	0	0.00	End User Online Help is included in the PMP AWARxE license fee
	System Administration Documentation	Program Manager Business Analyst	5 10	\$1,300	Program Manager hourly rate of \$110 x 5 hours plus Business Analyst hourly rate of \$75 x5 hours
	Technical Documentation	Program Manager Software Engineer	5 10	\$2,050	Program Manager hourly rate of \$110 x 5 hours plus Software Engineer hourly rate of \$150 x 10 hours
	Total Cost			\$4,650	

Note: The State anticipates that all BPL LARA employees (approximately 150 people) may use MAPS. In addition, LARA has approximately 1,000 external partners using the current MAPS solution, and that number is anticipated to increase with the new solution.

No.	Cost Categories	Software Cost (\$)	Comments
C.	Software Licensing		Annual PMP AWARe SaaS software license fees include maintenance and support (help desk, release management and technical support included)
	First Year	\$376,250	
	Second Year	\$376,250	
	Third Year	\$376,250	
	Fourth Year	\$376,250	
	Fifth Year	\$376,250	
	Sixth Year	\$376,250	
	Seventh Year	\$376,250	
	Total Software Licensing	\$2,633,750	
D.	Software Maintenance and Support – to include help desk, release management and technical support		Annual PMP AWARe SaaS software license fees include maintenance and support (help desk, release management and technical support included)
	First Year (begins after 90-day warranty period)	\$0.00	
	Second Year	\$55,950	
	Third Year	\$52,220	
	Fourth Year	\$48,490	
	Fifth year	\$44,760	
	Sixth Year	\$41,030	
	Seventh Year	\$37,300	
	Approved Maintenance Plan SEM 301	\$0.00	
	Total Software Maintenance/Support	\$279,750	
	Combined Total	\$2,913,500	

Table 5: Volume Discount Structure

NOTE: THE VOLUME DISCOUNT STRUCTURE IS NOT INCLUDED IN THE PROJECT COST SUMMARY (TABLE 1). THE RATES QUOTED IN TABLE 4 WILL BE USED FOR CALCULATING DISCOUNTED LICENSING COSTS AS ADDITIONAL USERS OR AGENCIES ARE ADDED.

Table 4

24,000 – 40,000 users	\$6 per prescriber per year
40,001 + users	\$5 per prescriber per year

Rate Card

Position	Hourly Rate
Project Manager	\$110.00
Business Analyst	\$75.00
Data Analyst	\$75.00
Data Interface Programmer	\$100.00
Product Manager	\$150.00
Software Engineer	\$150.00
Quality Assurance Engineer	\$100.00
Software Architect	\$175.00

Deliverables Worksheet				
Deliverable	Position	Hourly Rate	Hours	Cost
Configuration	Project Manager	110.00	70	\$7,700.00
	Business Analyst	75.00	150	\$11,250.00
	Data Analyst	75.00	0	\$0.00
	Data Interface Programmer	100.00	0	\$0.00
	Product Manager	150.00	55	\$8,250.00
	Software Engineer	150.00	170	\$25,500.00
	Quality Assurance Engineer	100.00	75	\$7,500.00
	Software Architect	175.00	60	\$10,500.00
Customization - Connectivity to BPL/LARA licensing system, License 2000 (L2K)	Project Manager	110.00	15	\$1,650.00
	Business Analyst	75.00	40	\$3,000.00
	Data Analyst	75.00	0	\$0.00
	Data Interface Programmer	100.00	0	\$0.00
	Product Manager	150.00	40	\$6,000.00
	Software Engineer	150.00	60	\$9,000.00
	Quality Assurance Engineer	100.00	50	\$5,000.00
	Software Architect	175.00	55	\$9,625.00
Data Conversion, Migration, Interfaces/Integration and Testing	Project Manager	110.00	35	\$3,850.00
	Business Analyst	75.00	70	\$5,250.00
	Data Analyst	75.00	160	\$12,000.00
	Data Interface Programmer	100.00	60	\$6,000.00
	Product Manager	150.00	25	\$3,750.00
	Software Engineer	150.00	0	\$0.00
	Quality Assurance Engineer	100.00	30	\$3,000.00

	Software Architect	175.00	0	\$0.00
Training	Project Manager	110.00		\$0.00
	Business Analyst	75.00	43	\$3,225.00
	Data Analyst	75.00	0	\$0.00
	Data Interface Programmer	100.00	0	\$0.00
	Product Manager	150.00	0	\$0.00
	Software Engineer	150.00	0	\$0.00
	Quality Assurance Engineer	100.00	0	\$0.00
	Software Architect	175.00	0	\$0.00
Go-Live	Project Manager	110.00	30	\$3,300.00
	Business Analyst	75.00	0	\$0.00
	Data Analyst	75.00	0	\$0.00
	Data Interface Programmer	100.00	0	\$0.00
	Product Manager	150.00	0	\$0.00
	Software Engineer	150.00	0	\$0.00
	Quality Assurance Engineer	100.00	100	\$10,000.00
	Software Architect	175.00	0	\$0.00
Documentation (Training, End User Documentation, End User Online Help, System Administrator Documentation and Technical Documentation)	Project Manager	110.00	15	\$1,650.00
	Business Analyst	75.00	20	\$1,500.00
	Data Analyst	75.00	0	\$0.00
	Data Interface Programmer	100.00	0	\$0.00
	Product Manager	150.00	0	\$0.00
	Software Engineer	150.00	10	\$1,500.00
	Quality Assurance Engineer	100.00	0	\$0.00
	Software Architect	175.00	0	\$0.00