STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **10**
to
Contract Number **230000000704**

CONTRACTOR	
	DELOITTE CONSULTING LLP
	30 Rockefeller Plaza
	New York NY 10112
	John Petrovich
	312-486-4493
	jpetrovich@deloitte.com
	CV0001354

STATE			
	Program Manager	Various	Various
	Contract Administrator	David Stohrer	DTMB
		517-896-4043	
		StohrerD1@michigan.gov	

CONTRACT SUMMARY			
Unemployment Insurance Solution			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 1, 2023	April 30, 2028	5 - 1 Year	December 14, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$60,401,414.62	$21,937,699.00	$82,339,113.62		

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective August 4th, 2026, $ 21,937,699.00 in funding is added to the contract to incorporate the changes outlined in the attached Statement of Work. These changes ensure that critical project scope is included and completed during this initiative. 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 August 4th, 2026.

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
LEO	Brett Gleason	517-643-2909	GleasonB1@michigan.gov
DTMB	John Walker	313-456-3814	walkerj5@michigan.gov

IT STATEMENT OF WORK

Scope of Work:

This Change Notice includes several changes for the State's Unemployment Insurance Solution project. They are being aggregated into this Contract Change Notice (CN) and cover the following requests:

#	General Changes	Release	Additional Cost
1	177319 - PRIORITY - LMI - 202 & 2202 QCEW & SDDS SRI - Design Document Updates (NEED FOR FEB 1)	R1	$23,476.00
2	188852 - Manual Adjustment of Taxable Wage Base	R1	$29,497.00
3	189456 - TPA Bulk Wage Upload - Email Notification and Processing screen (similar to TPA Bulk Payments)	R1	$48,440.00
4	186008 - Header needed for FOIA Forms	R1	$24,047.00
5	193741 - Transmitter TPA - Wage Submission Validation	R1	$27,256.00
6	185572 - TOP Process - Top referral with multiple quarter debt	R1	$13,728.00
7	177293 - Manage Warrant (Liens & Levy) - Levy - Maintain Table of Garnishment Addresses (Post Go-Live)	R1	$16,712.00
8	183679 - Process Experience Transfer Adjustment - Transfer Rule Modification Year 2 and 3 rules	R1	$37,005.00
9	194294 - Make Payments - CEPAS Non-Processed Payments SRR	R1	$8,356.00
10	186874 - Incept screen hyperlink and Add delinquency date to Offset screen	R1	$12,136.00
11	179483 - Process TPS Reports - Updates to Debit Contributory and Status Inactivated/Terminated Universes	R1	$12,733.00
12	195316 - Maintain Security - Client requested change	R1	$19,497.00
13	192795 - Reactivate Employer Account - Liability Questions for Non-Liable/Terminated Employers	R1	$51,528.00
14	193064 - Create and Register New Employer - Treasury Registration Questions Not Required for Staff	R1	$12,733.00
15	209132 - April 2026 Site Support - Onsite support at Cadilliac: Includes 5 people onsite (3 site support, 1 tester, and 1 functional).	R1	$109,485.00
16	207526 - Change for House of Rep and other Government Agency Employer Accounts Login	R1	$15,570.00
17	152651 - CR Waiver for State Approved Training Issue	R2	$92,388.00

#	General Changes	Release	Additional Cost
18	172014 - UIA 6321 - Notice of Advocacy Representation letter updates	R2	$82,519.00
19	172031 - UIA 6318 Denial of Advocacy Services letter updates	R2	$86,365.00
20	179021 - MAPP Process	R2	$71,532.00
21	186051 - MCDA + LADT Changes from Partner Feedback	R2	$79,331.00
22	189952 - Quit - LTA separating employer screen showing incorrect employer	R2	$51,930.00
23	192210 - Additional Claim application needs US Citizenship and School questions	R2	$62,322.00
24	192680 - Updated Medical Form for MIUI	R2	$59,230.00
25	193302 - UI - R2 - New MiUI Interface with TotalAgility	R2	$24,260
26	193579 - Process to search for and modify status (i..e, to void) claimant benefit payments	R2	$212,416.00
27	194375 - ICON: UCFE FCCC Type 1 Response Should be Type 2	R2	$10,500.00
28	194703 - Advocacy Invoicing Rules	R2	$251,200.00
29	195156 - Misrepresentation adjudication - issue needs to open w/ parent issue	R2	$17,820.00
30	195595 - Plain Language & Spanish Translations for R2 Benefits	R2	$647,193.00
31	197368 - Ability to send advocate information to out of state addresses for claimants	R2	$62,285.00
32	208569 - Work Share Eligibility Rules Update	R2	$21,355.00
33	210094 - Update the logic on generic availability issues	R2	$33,201.00
34	210393 - Benefits Release - Two additional trainers for 9 weeks to deliver train the trainer and end user training for UIA Staff	R2	$139,742.00
35	210394 - Additional support at Cadilliac Place, Saginaw, Lansing, and Grand Rapids after R2 go-live, includes 16 people onsite (8 site support, 4 testers, and 4 functional)	R2	$715,758.00
36	210447 - IDD 518 OSMIS / MiUI Interface Requirements	R2	$193,241.00
37	210859 - Interest On Amounts Assessed Under COVID Programs	R2	$336,219.00
38	211622 - Conversion Workflow Queues	R2	$103,421.00
39	211782 - Add Claim filing and Certification Videos	R2	$391,294.00
40	211989 - Allow staff to change the protesting party on the Protest Request screen	R2	$16,590.00
41	212124 - MES 62 (h) - Review the restitution and	R2	$3,782,155.00

#	General Changes	Release	Additional Cost
	waiver eligibility of the overpayment before the overpayment is final.		
42	212139 - 1955 Needed for Accepting Employer	R2	$11,520.00
43	212331 - Issue End date on determination	R2	$23,448.00
44	212335 - UIPL 21-20 forbids recoupment ("offset") to recover overpayments on certain programs after three years.	R2	$293,471.00
45	212854 - CR || ICON || IDD 545 || IB4 using SIDI instead of IBIQ	R2	$53,251.00
46	212857 - Interface #520 - Modify the USPS NCOA SRI	R2	$11,260.00
47	212986 - EFC Claims/ Appropriate waiver is not attached to the claims to reflect the file RTW code used.	R2	$94,729.00
48	213018 - CR ll Michigan FCCC Response to FCCC Type 1 Response System/Manual	R2	$65,520.00
49	213024 - CR || ICON || WIC: Withdrawn Claims and Backdated Claims - (Implement #2 Withdrawing backdated claims and provide a reason))	R2	$24,221.00
50	213623 - 1221 Form Needed - Notice: Employer Filed Claim Not Processed	R2	$79,563.00
51	213758 - Need Ability to End Indefinite Ineligibilities at All Levels - Copy	R2	$142,419.00
52	213829 - IDD 128 should be 1 file Weekly/Quarterly together	R2	$83,400.00
53	214650 - IDD 531 - Report Only Most Recent Claim ID in File (File Will Contain One Record per Customer)	R2	$9,240.00
54	Contract Updates	R1 / R2	$0.00
55	Expanded UAT Scope	-	$3,610,550
56	New Hardening Phase	R2	$3,216,122
57	User Testing Phase for new CR's	R1/R2	$2,792,519.00
58	Nine months of enhanced R1 support to accommodate various enhancements	R1	$3,420,000
	Total		$21,937,699.00

Contract Updates

The parties agree to the following.

Section 2.4 of the contract is replaced in its entirety with the following:

2.4 Service Level Table. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time or provided a resolution plan approved by the State. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State. The State and the Vendor agree that the resolution plan for defects discovered in the Maintenance & support phase will be defined as assigning the individual defects to planned builds with target release dates. For defects in need of urgent remediation as determined by the State, the emergency release or hot-fix processes will be followed for resolution.

Warranty Clarifications from CN6 is replaced in its entirety with the following:

Warranty Clarifications:

The defined warranty period of 120 days will be required for all software deliverables for both the Tax and Benefits releases for this Contract. The warranty period of 120 days will also be required for any software deliverables from either release, that is delayed until post go-live. The 120 days of warranty will start when each delayed software deliverable is released; however, both parties agree such warranty will not apply to code changes (including configurations) as part of M&O.

In the CN6 Approach to Testing table, the Exit Criteria clause for the "User Acceptance Testing" testing is replaced in its entirety with the following:

Exit Criteria:

100% of UAT test cases have been executed and a minimum of 95% of the executed UAT test scripts have passed and there are no open critical or high defects. The State must submit any exceptions to UAT Exit Criteria in writing to the Contractor and said exceptions must be approved by the Contractor in writing.

Contractor has received the State's approval of the SEM-0189 Stage exit document.

Change Requests

Item: 1	**ADO #:** 177319	**Release:** R1	**Title:** PRIORITY - LMI - 202 & 2202 QCEW & SDDS SRI - Design Document Updates (NEED FOR FEB 1)
Description:	Business Summary: Update the business rules to reflect that LMI is issued based on wage reporting. Also, update the ownership codes and ensure the SDDS SRI references the revised ownership codes.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$23,476	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 2	**ADO #:** 188852	**Release:** R1	**Title:** Manual Adjustment of Taxable Wage Base
Description:	Business Purpose: To give the user the ability to manually adjust the taxable wage base if employer meets eligibility criteria. Update the specifications for the 6352 and 6354 correspondences.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$29,497	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 3	**ADO #:** 189456	**Release:** R1	**Title:** TPA Bulk Wage Upload - Email Notification and Processing screen (similar to TPA Bulk Payments)
Description:	Business Purpose: To add email correspondences relating to TPA wage file submission, processing, and rejection. This change will also include an update to the TPA Submission History screen to show all statuses while processing TPA Wage File Upload.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$48,440	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 4	**ADO #:** 186008	**Release:** R1	**Title:** Header needed for FOIA Forms
Description:	Business Purpose: The header on FOIA forms is missing, so we are unable to send		

	out forms though print center. Forms are: 6583, 6532, 6587, 6531, 6585, 6529, and 6103. For these forms, please update with the standard template header instead of the current one being used, but: • Remove the grey box with Employer/Claimant Name & EAN/Claimant ID • Remove the FEIN/CLM ID from the section where the mail date and letter ID print out	
Schedule Impact:	This CR is scheduled as part of R1 M&O.	
Cost Impact:	$24,047	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 5	**ADO #:** 193741	**Release:** R1	**Title:** Transmitter TPA - Wage Submission Validation
Description:	Business purpose: Create an exception process that allows Transmitter third-party administrators (TPAs) to file wages for employers regardless of the TPA–client relationship. This change request (CR) will add an account-level option to enable this behavior. A follow-up data script will update existing TPA accounts to include the new option, as applicable. Data Script will be created based on this CR to setup the following account as a transmitter - QuickBooks Online Payroll, Inc - TPA ID: 50000021 - FEIN: xxxxx5426		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$27,256	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 6	**ADO #:** 185572	**Release:** R1	**Title:** TOP Process - Top referral with multiple quarter debt
Description:	Business Purpose: This change request covers how new debt covering multiple quarters with the same delinquency date is referred to BFS. This change will result in this debt being sent with a single debt ID instead of multiple debt IDs as is the current action. This will also result in a single 6385 notice being generated. This change request also includes change when the employer account has a collection hold status at the account level the system will update the maintain intercept screen status to 'Collection Hold'. Added business logic to include all Contributing entity types for TOP referral. Adding New status 'Collection Hold' in Maintain intercept screen.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		

Cost Impact:	$13,728	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 7	**ADO #:** 177293	**Release:** R1	**Title:** Manage Warrant (Liens & Levy) - Levy - Maintain Table of Garnishment Addresses (Post Go-Live)
Description:	Business Purpose: Currently Create Levy screen does not display the legal garnishment address. Also, system to validate the bank details that are entered in add Additional bank information screen and also added options for staff to edit the existing garnishment address.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$16,712		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 8	**ADO #:** 183679	**Release:** R1	**Title:** Process Experience Transfer Adjustment - Transfer Rule Modification Year 2 and 3 rules
Description:	Business Purpose: Updated year 2 and 3 business rules for existing partial transfers and scenarios when there are multiple transfers on the same day that equates to 100% of the business which will terminate the predecessor.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$37,005		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 9	**ADO #:** 194294	**Release:** R1	**Title:** Make Payments - CEPAS Non-Processed Payments SRR
Description:	Business Purpose: After discussing with client Lynnette, we need to create a report to display CEPAS payments that have not been processed after 5 business days. CEPAS payments are usually processed within 1-3 business days depending on holidays. This report will allow us to view any outstanding settlements.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$8,356		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 10	**ADO #:** 186874	**Release:** R1	**Title:** Incept screen hyperlink and Add delinquency date to Offset screen

Description:	Business Purpose: Screen element "Debt amount" to be changed to hyperlink to display breakdown of the debts (Original owed amount while referring to TOP) in Maintain Intercept screen(New Popup screen). Also, Adding the Delinquency date column to the screen.	
Schedule Impact:	This CR is scheduled as part of R1 M&O.	
Cost Impact:	$12,136	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 11	**ADO #:** 179483	**Release:** R1	**Title:** Process TPS Reports - Updates to Debit Contributory and Status Inactivated/Terminated Universes
Description:	Business Purpose: Update the criteria for employer inclusion in the Debit Contributory and Status Successor Universes. • Status Inactivated/Terminated: Updated to clarify excluding Non-Liable employers since during conversion, the non-liable. • Status Successor Universe: Clarified that only transfer determinations made within the selected universe timeframe are included.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$12,733		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 12	**ADO #:** 195316	**Release:** R1	**Title:** Maintain Security - Client requested change
Description:			
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$19,497		

Item: 13	**ADO #:** 192795	**Release:** R1	**Title:** Reactivate Employer Account - Liability Questions for Non-Liable/Terminated Employers
Description:	Business Purpose: Collect liability dates when reactivating non-liable/terminate employer. Modify 6549 text. Modify 1183 text and trigger.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		

Cost Impact:	$51,528	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 14	**ADO #:** 193064	**Release:** R1	**Title:** Create and Register New Employer - Treasury Registration Questions Not Required for Staff
Description:	Business Purpose: Ensure Treasury registration questions are not required during staff flow. This change is to prevent the treasury call for staff users, in the case where they do not input answers in the Treasury Tax Info screen.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$12,733		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 15	**ADO #:** 209132	**Release:** R1	**Title:** April 2026 Site Support
Description:	Business Purpose: April 2026 Site Support - Onsite support at Cadilliac: Includes 5 people onsite (3 site support, 1 tester, and 1 functional).		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$109,485		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 16	**ADO #:** 207526	**Release:** R1	**Title:** Change for House of Rep and other Government Agency Employer Accounts Login
Description:	Business Purpose: Allow government agency employers and TPAs to access their MiUI account through the MiLogin Worker page.		
Schedule Impact:	This CR is scheduled as part of R1 M&O.		
Cost Impact:	$15,570		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 17	**ADO #:** 152651	**Release:** R2	**Title:** CR Waiver for State Approved Training Issue
Description:	Business Purpose: Allow There is a Non-Mon Issue currently that interacts with Michigan Works.		

	Availability Waiver for Approved Training Issue 1. Staff navigate to Create New Issue and create an Approved Training issue with start and end dates that align with the training. If adjudicated as eligible: a. The issue sends the 1625 to the claimant. b. The issue sends the 1680 to the claimant. c. The issue creates an Availability- Failure to Return Approved Training Form issue in flag status with a start date after the due date of the form. d. If the issue is not adjudicated as eligible within 10 days we auto-adjudicate the issue as ineligible. **1680** 1. If the 1680 is received via scanning and indexing, the system will attach the 1680 to the Waiver for Approved training issue and create a task for an adjudicator to review the 1680. The system will void the Failure to Return the Approved Training Form issue. 2. If 1680 is not received, the Failure to Return Approved Training Form issue is activated once the start date of the flag issue is the System date.
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.
Cost Impact:	$92,388 — This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 18	**ADO #:** 172014	**Release:** R2	**Title:** UIA 6321 - Notice of Advocacy Representation letter updates
Description:	Business Purpose: The verbiage on the UIA 6321 - Notice of Advocacy Representation letter has been updated.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$82,519		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 19	**ADO #:** 172031	**Release:** R2	**Title:** UIA 6318 Denial of Advocacy Services letter updates
Description:	Business Purpose: Creating a brief for this change and the plain language team is working on verbiage changes. Do not need to wait on the plain language review of forms UIA 6320, 6321 & 6318.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		

Cost Impact:	$86,365	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 20	**ADO #:** 179021	**Release:** R2	**Title:** MAPP Process
Description:	Business Purpose: Changes were made to the Manage Appeal Case Folder and Exhibits document use case to align with the updated MAPP Process. Detailed changes below: 1. Updated the functionality of the 'Mail Packet' button in screen one to mail the MAPP packets to MOAHR when clicking that button. 2. Removed Appeal Packet Recipients Screen 2 as the 'Mail Packet' button in screen 1 sends the MAPP packets to MOAHR automatically, and Claimants/Employers will no longer be able to be recipients. 3. Removed the Appeal Case Folder Claimant/Employer View Screen 5 as the claimants can no longer view their case folder given that they are no longer being sent their MAPP packets.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$71,532		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 21	**ADO #:** 186051	**Release:** R2	**Title:** MCDA + LADT Changes from Partner Feedback
Description:	Following are the changes required in MiUI to accommodate the changes from MCDA: • Change 1.1: Exclude UDBI data (ICON LADT Shell Claim Data) from the 8-week period file (FMR5131-8WK.txt) mentioned in ‘ FMR513 LMI UIDB Claimant File_SRI_00535.docx’. • Change 1.2: Descope the 2-week period file (FMR5131.txt) mentioned in ‘ FMR513 LMI UIDB Claimant File_SRI_00535.docx’. • Change 2: Add two new fields to the 8-week period file: ○ Entitlement Code ○ Initial Claim Type Code • Change 3: See below the proposed implementation for Change 3 ○ Since the inbound file cannot be forwarded as-is, MiUI will generate the LADT file (text file) based on the specifications provided by Employment and Training Administration (ETA) which contain the weekly incoming LADT data received as web service response from ICON Hub. This generated text file will be delivered to MCDA through MiFTS.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		

Cost Impact:	$79,331	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 22	**ADO #:** 189952	**Release:** R2	**Title:** Quit - LTA separating employer screen showing incorrect employer
Description:	During an Initial Claim application the screen to gather the LTA Leaving and Accepting employer information is defaulting to the Claim separating employer and not the employer the Quit/LTA was recorded on. Also, if there are multiple Quit/LTA separations listed only 1 screen appears. The screen should appear immediately after the fact finding is recorded and default to the involved employer. Many times there are multiple Quit-LTA separations within a base period. Also, when filing an additional claim application with a Quit/LTA the fact finding is taken but the Leaving/Accepting employer screen never appears and the issue does not open.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$51,930		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 23	**ADO #:** 192210	**Release:** R2	**Title:** Additional Claim application needs US Citizenship and School questions
Description:	Reopen and Additional Claim applications do not ask questions about US Citizenship or if they are attending school. Both items can change at any time after the Initial Claim application is completed and should be asked will all new applications.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$62,322		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 24	**ADO #:** 192680	**Release:** R2	**Title:** Updated Medical Form for MIUI
Description:	Currently - in MIDAS - we use UIA 1742 Medical Statement for ability nonmonetary cases and UIA 1915 Physician's Statement for Preservation of Benefit Entitlement requests/nonmonetary cases. We have combined elements of both forms and in MIUI, we will use only the UIA 1742 Medical Statement for both reasons (ability and preservation). Please obsolete 1915. Please use only the updated UIA 1742 in MIUI. If you see 1915, replace with MIUI 1742 Updated Medical Form. Form has been approved through clearance.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		

Cost Impact:	$59,230	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 25	**ADO #:** 193302	**Release:** R2	**Title:** UI - R2 - New MiUI Interface with TotalAgility
Description:	This CR is requesting a new interface, a real-time interface with TotalAgility.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$24,260		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 26	**ADO #:** 193579	**Release:** R2	**Title:** Process to search for and modify status (i.e., to void) claimant benefit payments
Description:	There is currently no functionality to enable us to void a returned benefit payment (e.g., paper check coming back as undeliverable).		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$212,416		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 27	**ADO #:** 194375	**Release:** R2	**Title:** ICON: UCFE FCCC Type 1 Response Should be Type 2
Description:	Related to Bug 192507, test case 177910. UCFE FCCC Type 1 Response received which should be UCFE FCCC Type 2 that there is an existing claim in another state. 931 Response Status shows Sent and Pending but does not show Received.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$10,500		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 28	**ADO #:** 194703	**Release:** R2	**Title:** Advocacy Invoicing Rules
Description:	Need to make changes to the Advocacy Invoicing Rules: 1. Remove #9 System shall not allow an appeal to be added to an invoice while appeal is Pending. 2. Remove #11 System shall not allow an appeal to be saved to an invoice if		

	appeal has been added to another invoice. 3. Remove Reopened as a Status from #15 Actions available in the Actions dropdown when advocate invoice workflow item status is Open or Reopened is 'Close' 4. Remove the functionality associated with Reopened Advocate Invoice - Edit screen. 5. There will be a Close Option and or staff can just select Save and the Invoice should have the Status of Open.	
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.	
Cost Impact:	$251,200	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 29	**ADO #:** 195156	**Release:** R2	**Title:** Misrepresentation adjudication - issue needs to open w/ parent issue
Description:	Description of Change: MiUI needs to automatically open a misrepresentation case whenever a working & collecting matter is opened in order for fact-finding to go out simultaneously for both issues. Currently, MiUI only opens a misrepresentation - intentional issue AFTER you determine fraud on the parent issue (working & collecting). We cannot determine fraud on one issue and THEN ask for misrepresentation questions after the fact. Those questions & answers can be crucial when determining intentional vs. unintentional. Reason for Change: MiDAS currently auto-opens both a working & collecting issue (not unemployed or remuneration) and an associated misrepresentation issue so both issues are closed at the same time. Additionally, the current set up in MiUI doesn't allow you to select a rationale for the intentional misrepresentation.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$17,820		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 30	**ADO #:** 195595	**Release:** R2	**Title:** Plain Language & Spanish Translations for R2 Benefits
Description:	UIA to consider one of three different scenarios, each with a different number of forms to be redesigned into plain language and then translated into Spanish for MiUI R2. • Scenario 1 – 23 Forms - These are the 23 most used forms and are the bare minimum needed for R2. • Scenario 2 – 37 Forms - In addition to the 23 forms in Scenario 1, this scenario also includes the 14 next most used forms. • Scenario 3 – 66 Forms - In addition to the 37 forms in Scenario 2, this scenario also includes the 29 remaining forms.		

Schedule Impact:	This CR is included in the 11//26 R2 Go-Live.	
Cost Impact:	$647,193	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 31	**ADO #:** 197368	**Release:** R2	**Title:** Ability to send advocate information to out-of-state addresses for claimants
Description:	Need the ability to send customers that do not have a Michigan address an Advocate Information (6320 letter). The rule would be if the address is out a Michigan address, send active advocate list for that party. Meaning if it is for the claimant- send all active claimant advocates.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$62,285	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 32	**ADO #:** 208569	**Release:** R2	**Title:** Work Share Eligibility Rules Update
Description:	Per Bug #206632, the system is not displaying the Work Share Plan application to a subset of employers, citing, non-compliance due to an open quarter (1st quarter 2026). The use case fails to outline a date parameter on which a previous quarter is defined. SOM doesn't consider a quarter to be "previous" until after the reporting due date has passed (for Q1 2026, the due date is 4/27). This rule should be applied across all quarters and when running the WS quarterly compliance sweep.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$21,355	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 33	**ADO #:** 210094	**Release:** R2	**Title:** Update the logic on generic availability issues
Description:	Question 2 of this Fact Finding should not display when the user answers "No" to question 1. (Document: Availability - Generic Availability - Claimant Questionnaire)		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		

Cost Impact:	$33,201	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 34	**ADO #:** 210393	**Release:** R2	**Title:** Benefits Release - Two additional trainers for 9 weeks to deliver train the trainer and end user training for UIA Staff
Description:	Two additional trainers for 9 weeks to deliver train the trainer and end user training for UIA Staff		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$139,742		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 35	**ADO #:** 210394	**Release:** R2	**Title:** Additional support at Cadilliac Place, Saginaw, Lansing, and Grand Rapids after R2 go-live
Description:	Additional support at Cadilliac Place, Saginaw, Lansing, and Grand Rapids after R2 go-live, includes 16 people onsite (8 site support, 4 testers, and 4 functional)		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$715,758		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 36	**ADO #:** 210447	**Release:** R2	**Title:** IDD 518 OSMIS / MiUI Interface Requirements
Description:	The purpose of this Change Request (CR) is to address and correct all identified gaps in the IDD 518 SRI design by documenting them for resolution.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$193,241		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 37	**ADO #:** 210859	**Release:** R2	**Title:** Interest On Amounts Assessed Under COVID Programs
Description:	This is a change request to stop adding interest on amounts assessed under COVID programs. Under a UIPL, interest should not be added to the following programs:		

	1. PUA 2. PEUC 3. MEUC 4. PUC/FPUC 5. DUA 6. FFW Please note, legal is still reviewing however, we wanted to at least get the CR entered and started. Should legal provide any additional programs for review, we reserve the right to add later.	
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.	
Cost Impact:	$336,219	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 38	**ADO #:** 211622	**Release:** R2	**Title:** Conversion Workflow Queues
Description:	Conversion queues: - Pending Level 1 - Pending Level 2 - Monetary - Pending Level 3 and Above For BPC: - Pending Level 1 - Pending Level 2		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$103,421		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 39	**ADO #:** 211782	**Release:** R2	**Title:** Add Claim filing and Certification Videos
Description:	Claim filing and Certification videos will be embedded into MiUI.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$391,294		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 40	**ADO #:** 211989	**Release:** R2	**Title:** Allow staff to change the protesting party on the Protest Request screen
Description:	Currently when protesting an issue, Staff are unable to select whether the employer or claimant are protesting, it defaults to the claimant. Even if the claimant is qualified for benefits, it will default to claimant protesting. The File Appeal screen has a drop down as to who is actually protesting. Requesting a CR to copy this functionality on the File Appeal screen.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$16,590		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 41	**ADO #:** 212124	**Release:** R2	**Title:** MES 62 (h) - Review the restitution and waiver eligibility of the overpayment before the overpayment is final
Description:	Per the updates MES 62 (h) rules, the Non-Monetary Issues_SRW document has been updated to include the updated design for the Potential Overpayment Waiver workflow. Tracked change updates have been added to the following sections of the SRW: 3 Workflow Specifications, 5.15 Screen 15 - Potential Overpayment Waiver screen, and 5.15.1 Screen Grid. Once the CR is approved, related tracked changes will be accepted. Updates were made to the Adjudicate Non-Monetary Issue document to include the updated Overpayment dropdown item and Companion Issue screen.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$3,782,155		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 42	**ADO #:** 212139	**Release:** R2	**Title:** 1955 Needed for Accepting Employer
Description:	Accepting employer needs to receive copy 1955 if LTA ROC applies. Per 29(5) benefits paid on leaving employer wages will be charged as if earned with accepting employer. Currently in MiUI the 1955 is only going to leaving employer.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$11,520		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 43	**ADO #:** 212331	**Release:** R2	**Title:** Issue End date on determination
Description:	Currently the issue end date on a determination does not extend past 18 months. There are cases where we need the end date to be greater than 18 months.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$23,448		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 44	**ADO #:** 212335	**Release:** R2	**Title:** UIPL 21-20 forbids recoupment ("offset") to recover overpayments on certain programs after three years
Description:	See UIPL_20-21 page I-1 (pdf page 15) for table where the three-year limit exists for PUC, MEUC, First week, and PEUC. I do not believe these business rules exist in MiUI.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$293,471		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 45	**ADO #:** 212854	**Release:** R2	**Title:** CR || ICON || IDD 545 || IB4 using SIDI instead of IBIQ
Description:	Currently, MiUI uses the employer address from the IBIQ results in order to send the outgoing IB4 Request to states. The problem is that an employer might have an address in a state where wages are not assigned, resulting in IB4 Requests going to incorrect states and those states returning an unnecessary IB4 Response. From ICON UAT Partner testing, a solution would be to use SIDI results for the IB4 instead of IBIQ. There would need to be a way for MiUI to account for CA, OK, and VI, which do not provide data to the Hub for SIDI inquiries.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$53,251		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 46	**ADO #:** 212857	**Release:** R2	**Title:** Interface #520 - Modify the USPS NCOA SRI
Description:	The test file has the letter designation as a prefix added at the beginning of the		

	Customer Key; The SRI specification for USPSOUT would need to be changed from "Long" to "String" format, and Deloitte would need to add logic in MiUI to add the prefix designation when building the outbound file and then to look for it in the returned inbound file to control the logic flow for an address update to find the corresponding Claimant versus Employer that was sent out. Prepend E for employer and C for claimant to keep unique identifier in NCOA interface incoming and outgoing files.	
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.	
Cost Impact:	$11,260	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 47	**ADO #:** 212986	**Release:** R2	**Title:** EFC Claims/ Appropriate waiver is not attached to the claims to reflect the file RTW code used
Description:	**Business need:** The system needs to be able to attach the correct waiver to the claims based on the EFC file RTW code. This will ensure the appropriate waivers get attached to the specific claimants in each individual file. It also alleviates confusion for the employer with having to submit a file and a waiver request separately, both things can be processed in one submission. Also, the rules on when to submit a file and when to submit a waiver are not the same, which would add more confusion to the employer.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$94,729	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 48	**ADO #:** 213018	**Release:** R2	**Title:** CR ll Michigan FCCC Response to FCCC Type 1 Response System/Manual
Description:	The capability of the Agency to issue a response to the FCCC Type 1 Response per ETA 384 and UIPL 27-06.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$65,520	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 49	**ADO #:** 213024	**Release:** R2	**Title:** CR || ICON || WIC: Withdrawn Claims and Backdated Claims - (Implement #2 Withdrawing backdated claims and provide a reason))

Description:	Disable the automatic selection of Backdate Reason Code for the WIC Add transaction on claim withdrawal. Instead, staff should select the appropriate Backdate Reason Code, Wages Returned Date or enter Remarks when withdrawing a CWC claim so that the correct Backdate Reason code can be sent on the automatic WIC transaction. This will allow the correct backdate reason code based on the actual fact pattern.	
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.	
Cost Impact:	$24,221	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 50	**ADO #:** 213623	**Release:** R2	**Title:** 1221 Form Needed - Notice: Employer Filed Claim Not Processed
Description:	**Requested Fix:** Use the plain language form that has been provided to develop an SRC and implement the form within MiUI.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$79,563		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 51	**ADO #:** 213758	**Release:** R2	**Title:** Need Ability to End Indefinite Ineligibilities at All Levels - Copy
Description:	Need the ability to end an indefinite ineligibility at all levels (including MOAHR and higher levels) because this determination will carry across all of the claimant's future claims.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$142,419		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 52	**ADO #:** 213829	**Release:** R2	**Title:** IDD 128 should be 1 file Weekly/Quarterly together
Description:	Requesting to have 1 file submitted for the DHHS.00128 Crossmatch: National Directory of New Hires Outgoing File. The current Use Case does not specify if it should be one file or not. This is tied to Bug #213379. The design specs are as follows: Right now in testing, 2 outgoing files are being sent. The request is to consolidate/combine into 1 single file.		

Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.	
Cost Impact:	$83,400	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 53	**ADO #:** 214650	**Release:** R2	**Title:** IDD 531 - Report Only Most Recent Claim ID in File (File Will Contain One Record per Customer)
Description:	The current MiDAS file contains one record per customer. A meeting was held with WDC and DTMB staff and it was determined that the file containing multiple records, as it is currently designed for MiUI, is going to cause processing issues. If we keep the current MiUI IDD configuration with multiple records per customer; Total Agility will need to make major changes on their side. In Midas; when we do the 6 year look back; we send a single SSN with the most recent claim information. MiUI configuration is sending ALL claims for the 6-year lookback. This would cause multiple SSN records for a single claimant and total agility would have to try to identify which BYB/Claim ID to use. Summary: No changes to record layout. Report claimant data with most recent claim ID. Do not include additional records for each claimant with the additional claim IDs active in the 72-month lookback period.		
Schedule Impact:	This CR is included in the 11/16/26 R2 Go-Live.		
Cost Impact:	$9,240		This cost has been built into the revised contract pricing (schedule B) in this CN.

Expanded UAT Scope

This CN accommodates a larger R2 UAT for the pre-CN10 scope than originally planned. The original scope for R2 UAT called for 3,198 test cases. Since R2 UAT began, an additional 6,264 test cases have been added for a total of 9,462 test cases.. This requires additional schedule time as well as additional resources from the Contractor.

New Hardening Phase

This CN adds a three-week hardening phase for R2 between the completion of R2 UAT and the R2 go-live. If additional hardening time is required, this will be mutually agreed upon via a change order. As with R1, the purpose of this phase is to allow the State to conduct additional, targeted testing of critical high-visibility functions with MiUI. It also allows the State to complete any UAT testing that the State has elected to move to the hardening phase, as allowable per the schedule.

Another component of hardening is testing and confirming the operational readiness of UIA staff to use MiUI (R2). Staff will perform a set of business operations with a focus on the high priority, high volume business processes. It's important that Staff go through the operational validation process in order to encounter and understand where and when business processes, decisions and handoffs behave differently in MiUI vs MiDAS.

During hardening, the UIA Staff will validate business operational readiness through a simulation of executing key business processes from the various business units. For example:

- Simulate critical, high volume business processes such as filing initial claims, determine monetary eligibility, perform non-mon adjudication, process payments, collections etc.
- Utilize dashboards to monitor and manage staff activity daily while hardening is executed; identify job aids as questions surface from staff on how to perform essential job duties. Decide how work will be completed, are they able to complete the work, are resources available if questions arise, do they know where and who to ask for help?
- Understand dependencies across teams (e.g., intake → monetary/non-monetary issues), where the handoffs occur between the different business units.

As with R1, there are no formal entry or exit criteria for this phase.

User Testing Phase for New CR's

The 37 CR's that are included in this CN add significant scope to R2, resulting in the need for a new User Testing phase dedicated to this new scope. The State needs to perform testing on these CR's prior to the R2 go-live, requiring an additional 11 weeks of time. If additional User Testing time is required by the State, this will be mutually agreed upon via a change order. This includes additional support from the Vendor team as well as remediation of any issues that are found during testing.

The additional testing effort covers the following activities:

- Identify testing requirements for the 37 CR's
- Write test cases to meet these testing requirements, planning for a mix of testing using converted

data as well as data created by MiUI

- Execute test cases, log test case progress, record any issues, resolve issues, retest any failures

Any required entry or exit criteria for the User Testing phase will be developed by the project team and must be mutually acceptable to both the State and the Vendor.

Enhanced Outreach

This CN provides for additional outreach support from the Contractor for Employer, TPA, and Claimant outreach. This augments the State's approach for Outreach and consists of:

1. Creating the MiUI Employer Toolkit
2. Additional Navigator tours for TPA's
3. Provide open Q&A and one-on-one support for the State's MiUI Office Hours
4. Create an additional 10 guides for training delivery
5. Deliver two 3-hour functionality deep dives for Employers and TPA's
6. Support demonstrations and logistics for UIA division roadshows

Nine Months of Enhanced R1 Support to Accommodate Various Enhancements

The State has asked for additional capacity to implement changes to MiUI R1 (Tax) during the first nine months following the completion of R1 warranty (beginning 6/24/26). This continues to be a capacity-based model as defined in the contract. For the first nine months of M&O, the M&O team size is adjusted to the following levels:

The staffing levels and payment schedule for the first nine months of M&O is adjusted as follows:

Billing Month	Estimated Hours (FTE's)	Total Monthly Cost
July 2026	4,440 (27.75)	$705,240.00
August 2026	4,440 (27.75)	$705,240.00
September 2026	4,440 (27.75)	$705,240.00
October 2026	4,440 (27.75)	$705,240.00
November 2026	4,440 (27.75)	$705,240.00
December 2026	4,440 (27.75)	$705,240.00
January 2027	4,440 (27.75)	$705,240.00
February 2027	4,440 (27.75)	$705,240.00
March 2027	4,440 (27.75)	$714,681.00
Total:	**39,960 (27.75)**	**$6,356,601.00**

The table below documents the enhanced staffing plan for the initial nine-month period of time. The net adjustment to the contract for this period of time is $3,420,000.

Site	Project Role	Rate Card Role	$/H	Est Hours	Total Price
Onshore	Triage & PMO	Business Analyst - 1	$165	1,440	$237,600
Onshore	Business Analyst	Business Analyst - 2	$191	2,929	$559,521
Onshore	Business Analyst	Business Analyst – 3	$234	1,440	$336,960
Onshore	Sr Business Analyst & Lead	Business Lead	$313	2,880	$901,440
Onshore	DBA	DBA – 2	$191	1,440	$275,040
Onshore	Developer	Developer – 2	$165	2,880	$475,200
Onshore	Developer	Developer - 3	$191	1,440	$275,040
Onshore	OCM Consultant	OCM Consultant - 2	$191	1,440	$275,040
Onshore	Production Tech Support	Prod Support Engineer - 3	$255	2,880	$734,400
Onshore	M&O Leader	Project Leader	$432	1,440	$622,080
Onshore	MiUI App Leader	Project Manager	$355	1,440	$511,200
Offshore	DBA	DBA – 2	$60	1,440	$86,400

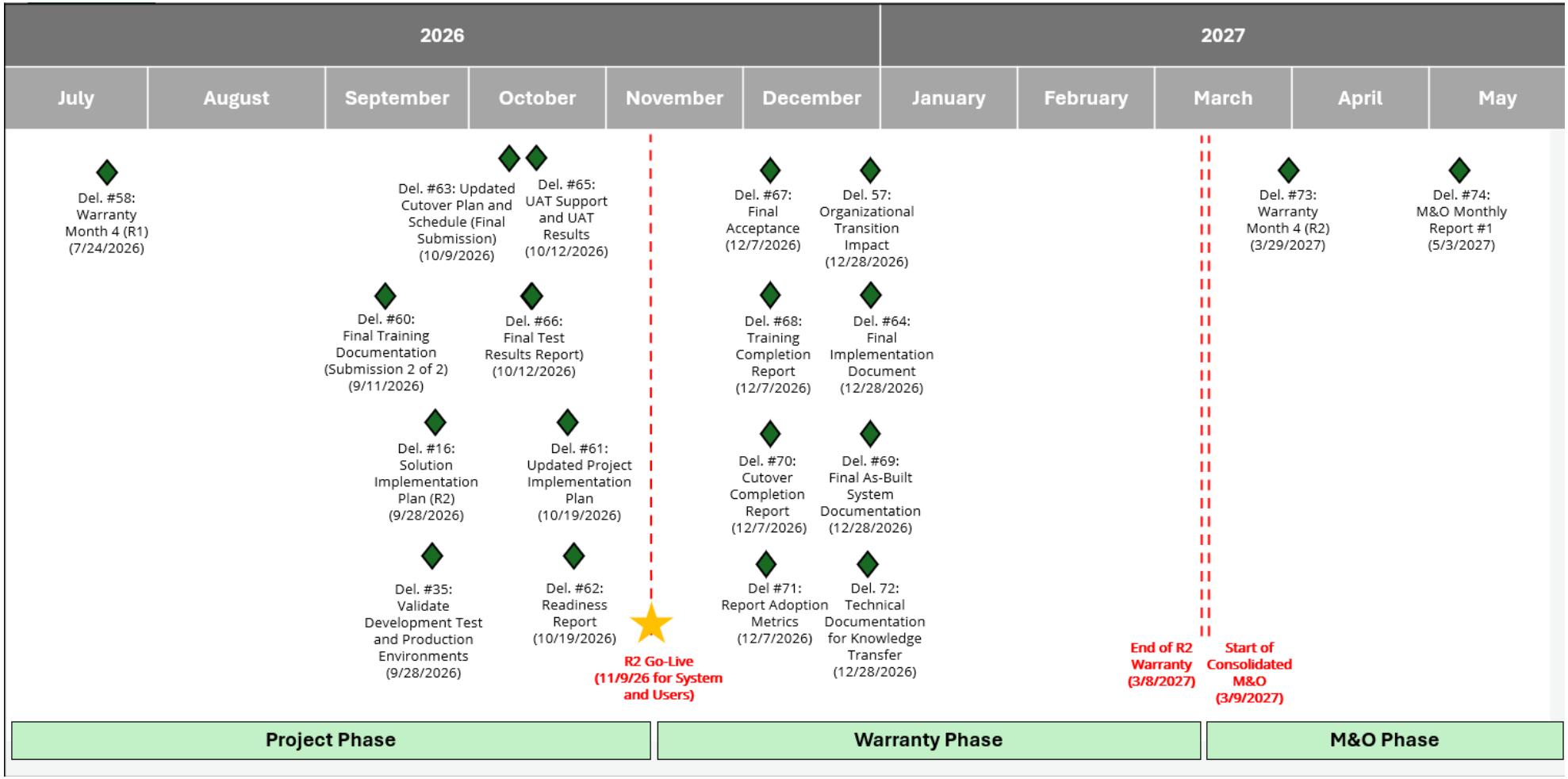
Site	Project Role	Rate Card Role	$/H	Est Hours	Total Price
Offshore	Developer	Developer - 2	$48	1,440	$69,120
Offshore	Developer	Developer - 3	$60	7,200	$432,000
Offshore	Dev Manager	Development Manager	$125	2,520	$315,000
Offshore	Tester	Tester - 1	$39	2,880	$112,320
Offshore	Tester	Tester - 2	$48	2,880	$138,240
		Totals:		**39,960**	**$6,356,601**

Following the end of this nine-month period, the M&O team size will revert to the 11 FTE's in the contract for the remainder of the contract term. For clarity, the staffing table for the 11 FTE's in the current contract is included below and will be in effect after the nine-month period:

Support Role	# FTE	Location
M&O Manager	1.00	Onshore
Business Analyst	1.00	Onshore
DBA	1.00	Onshore
Cloud Engineer	1.00	Onshore
Developer	3.00	Offshore
Tester	2.00	Offshore
Operations Tech	2.00	Onshore
Total Staff	**11.00**	

Schedule Update

The overall Gantt chart for the updated Release 1 and 2 timelines are included below:



Deliverable Schedule Update

Del ID	Name	Baseline Submission Date (CN7)	Revised Submission Date (CN10)
16 (R2)	Deliverable 16: Solution Implementation Plan (R2)	3/31/2026	9/28/2026
46	Deliverable 46: Final Implementation Document	1/16/2026	4/28/2026
49	Deliverable 49: Final Acceptance	12/19/2025	4/28/2026
54	Deliverable 54: Technical Documentation for Knowledge Transfer	1/16/2026	7/1/2026
57	Deliverable 57: Organizational Transition Impact	6/30/2026	12/28/2026
58	Deliverable 58: Warranty Month 4 (R1) - No-Cost Deliverable	4/17/2026	7/24/2026
59	Deliverable 59: Cutover Plan	3/6/2026	3/19/2026
60	Deliverable 60: Final Training Documentation	Sub #1: 2/20/2026 Sub #2: 4/3/2026	Sub #1: 5/5/2026 Sub #2: 9/11/2026
61	Deliverable 61: Updated Project Implementation Plan	4/3/2026	10/19/2026
62	Deliverable 62: Readiness Report	5/1/2026	10/19/2026
63	Deliverable 63: Updated Cutover Plan and Schedule	4/17/2026	10/9/2026
64	Deliverable 64: Final Implementation Document	6/11/2026	12/28/2026
65	Deliverable 65: UAT Support and UAT Results	5/20/2026	10/12/2026
66	Deliverable 66: Final Test Results Report	5/20/2026	10/12/2026
67	Deliverable 67: Final Acceptance	6/5/2026	12/7/2026
68	Deliverable 68: Training Completion Report	6/5/2026	12/7/2026
69	Deliverable 69: Final As-Built System Documentation	6/5/2026	12/28/2026
70	Deliverable 70: Cutover Completion Report	5/20/2026	12/7/2026
71	Deliverable 71: Report Adoption Metrics	7/8/2026	12/7/2026
72	Deliverable 72: Technical Documentation for Knowledge Transfer	6/30/2026	12/28/2026
73	Deliverable 73: Warranty Month 4 (R2) - No-Cost Deliverable	10/2/2026	3/29/2027

Revised Contract Pricing - SCHEDULE B – PRICING SCHEDULE

Milestones	Deliverables/Work Product	Tax
Project Planning & Management	Stakeholder Outreach and Communication Plan	$158,898.91
	Configuration Management Plan	$158,898.91
	Baseline Project Schedule	$158,898.91
	Project Deployment Plan	$158,898.91
	Project Management Plan	$158,898.91
	Deliverable Expectation Documents (DEDs)	$158,898.91
	Project Kickoff Materials	$158,898.91
Requirements & Design Validation	Final Requirement Validation Document	$198,623.64
	Validation Sessions	$198,623.64
	Final Design Document	$936,634.64
	Final Design Document	$100,564.07
	Final Implementation Document	$198,623.64
Enterprise Analysis and Design	Requirements Traceability Matrix	$397,247.27
	Conceptual Design Documentation	$397,247.28
Provision Environments	Validate Development Test and Production environments	$744,494.55
Build (Development and Configuration)	Final Solution and Testing Document Plan	$317,797.82
	Integration Plan	$317,797.82
	Data Conversion and Migration Plan	$317,797.82
	Solution Implementation Plan	$392,797.82
	Cutover Plan	$317,797.82
Testing & Acceptance	Test Plan	$317,797.82
	Test Cases and Test Scripts	$417,797.82
	System Integration Test Results	$699,813.82
	Final Training Documentation	$681,922.82
	UAT Support and UAT Results	$418,361.90
	Final Test Results Report	$317,797.82
	Final Acceptance **– CN 9 Amended Payment**	$626,544.82
Training & Knowledge Transfer	Training Curriculum and Materials	$476,696.73
	Training Plan	$476,696.73
	Training Completion Report	$598,071.73
Organizational Change Management	Stakeholder Engagement Strategy	$162,515.00
	OCM Plan	$243,773.00
	Change Readiness Strategy and Objectives	$162,515.00
	Stakeholder Assessment	$162,515.00
	Organizational Alignment and Action/Sponsorship Plan	$162,515.00
	Master Communications Schedule	$318,773.00
	Impact and Readiness Assessment	$162,515.00
	Organizational Transition Impact	$162,515.00
	Report Adoption Metrics	$162,515.00
	Updated Project Implementation Plan	$912,292.37

Cutover Readiness and Production Go-Live	Readiness Report	$862,292.37
	Updated Cutover Plan and Schedule	$862,292.37
	Final As-Built System Documentation	$862,292.37
	Cutover Completion Report	$1,435,369.10
	Technical Documentation for Knowledge Transfer	$1,112,292.36
R1 Tax Invoice Total		**$18,726,824.15**

Milestones	Deliverable/Work Products	Benefits
Project Planning & Management	Stakeholder Outreach and Communication Plan	$296,784.20
	Configuration Management Plan	$296,784.20
	Baseline Project Schedule	$296,784.20
	Project Deployment Plan	$296,784.20
	Project Management Plan	$296,784.20
	Deliverable Expectation Documents (DEDs)	$296,784.20
	Project Kickoff Materials	$296,784.20
Requirements & Design Validation	Validation Sessions	$370,980.25
	Final Requirement Validation Document	$370,980.25
	Final Design Document	$720,980.25
	Final Design Document	$738,082.62
	Final Implementation Document	$370,980.25
Enterprise Analysis and Design	Requirements Traceability Matrix	$741,960.50
	Conceptual Design Documentation	$741,960.50
Provision Environments	Validate Development Test and Production environments **– CN10 Amended Payment**	$3,183,921.00
$Build (Development and Configuration)	Final Solution and Testing Document Plan	$593,568.40
	Data Conversion and Migration Plan	$593,568.40
	Solution Implementation Plan **– CN10 Amended Payment**	$1,793,568.40
	Integration Plan	$635,656.40
	Cutover Plan	$393,568.40
Testing & Acceptance	Test Plan	$593,568.40
	Test Cases and Test Scripts	$593,568.40
	System Integration Test Results	$2,995,828.25
	Final Training Documentation **– CN10 Amended Payment**	$2,126,476.15
	UAT Support and UAT Results – **CN 10 Amended Payment**	$2,605,542.40
	Final Test Results Report – **CN 10 Amended Payment**	$3,093,432.40
	Final Acceptance	$611,443.40
Training & Knowledge Transfer	Training Plan	$690,352.60
	Training Curriculum and Materials	$690,352.60
	Training Completion Report **– CN10 Amended Payment**	$2,001,321.85
Organizational Change Management	OCM Plan	$325,031.00
	Master Communications Schedule	$400,031.00
	Stakeholder Engagement Strategy	$243,773.00
	Impact and Readiness Assessment	$243,773.00
	Organizational Transition Impact **– CN10 Amended Payment**	$1,443,773.00
	Report Adoption Metrics **– CN10 Amended Payment**	$1,043,733.00
Cutover Readiness and	Updated Project Implementation Plan **– CN10 Amended Payment**	$3,477,489.40

Production Go-Live	Readiness Report **– CN10 Amended Payment**	$2,077,489.40
	Updated Cutover Plan and Schedule **– CN10 Amended Payment**	$3,477,489.40
	Cutover Completion Report	$2,356,841.00
	Technical Documentation for Knowledge Transfer **– CN10 Amended Payment**	$2,477,489.40
	Final As-Built System Documentation	$1,277,489.40
R2 Benefits Invoice Total		**$48,173,553.47**

Milestones	Deliverable/Work Products	Benefits
Additional Deliverables	1099-G Scope of Services – CN 5	$614,000.00
Post Go-Live Enhancements	Release 2 – Workshare	$79,464.00
	Release 2 – BAM-BTQ	$266,600.00
	Release 2 – BAM2	$43,171.00
	Release 2 – Reports (Deloitte Support)	$199,320.00
	Release 2 – 1099G Detailed Report	$54,887.00
Additional + Post Go-Live Enhancements Invoice Total		**$1,257,442.00**

Milestones	Deliverables/Work Products	Warranty & M&O per Month
Warranty & M&O Base Year 3	Warranty Month 1	$-
	Warranty Month 2	$-
	Warranty Month 3	$-
	Warranty Month 4	$-
	M&O Summary Report Month – 1 **– CN10 Amended Payment**	$705,240.00
	M&O Summary Report Month - 2 **– CN10 Amended Payment**	$705,240.00
	M&O Summary Report Month - 3 **– CN10 Amended Payment**	$705,240.00
	M&O Summary Report Month - 4 **– CN10 Amended Payment**	$705,240.00
	M&O Summary Report Month - 5 **– CN10 Amended Payment**	$705,240.00
	M&O Summary Report Month - 6 **– CN10 Amended Payment**	$705,240.00
	M&O Summary Report Month - 7 **– CN10 Amended Payment**	$705,240.00
	M&O Summary Report Month - 8 **– CN10 Amended Payment**	$705,240.00

M&O Base Year 4	M&O Summary Report Month - 1 **– CN10 Amended Payment**	$714,681.00
	M&O Summary Report Month - 2	$334,961.00
	M&O Summary Report Month - 3	$334,961.00
	M&O Summary Report Month - 4	$334,961.00
	M&O Summary Report Month - 5	$334,961.00
	M&O Summary Report Month - 6	$334,961.00
	M&O Summary Report Month - 7	$334,961.00
	M&O Summary Report Month - 8	$334,961.00
	M&O Summary Report Month - 9	$334,961.00
	M&O Summary Report Month - 10	$334,961.00
	M&O Summary Report Month - 11	$334,961.00
	M&O Summary Report Month - 12	$334,961.00
M&O Base Year 5	M&O Summary Report Month - 1	$345,010.00
	M&O Summary Report Month - 2	$345,010.00
	M&O Summary Report Month - 3	$345,010.00
	M&O Summary Report Month - 4	$345,010.00
	M&O Summary Report Month - 5	$345,010.00
	M&O Summary Report Month - 6	$345,010.00
	M&O Summary Report Month - 7	$345,010.00
	M&O Summary Report Month - 8	$345,010.00
	M&O Summary Report Month - 9	$345,010.00
	M&O Summary Report Month - 10	$345,010.00
	M&O Summary Report Month - 11	$345,010.00
	M&O Summary Report Month - 12	$345,012.00
M&O Base Years Total		**$14,181,294.00**
5 Year Contract Total		**$82,339,113.62**

Milestones	Deliverables/Work Products	Optional M&O
M&O Option Year 1	M&O Summary Report Month - 1	$355,360.00
	M&O Summary Report Month - 2	$355,360.00
	M&O Summary Report Month - 3	$355,360.00
	M&O Summary Report Month - 4	$355,360.00
	M&O Summary Report Month - 5	$355,360.00
	M&O Summary Report Month - 6	$355,360.00
	M&O Summary Report Month - 7	$355,360.00
	M&O Summary Report Month - 8	$355,360.00
	M&O Summary Report Month - 9	$355,360.00

	M&O Summary Report Month - 10	$355,360.00
	M&O Summary Report Month - 11	$355,360.00
	M&O Summary Report Month - 12	$355,360.00
M&O Option Year 2	M&O Summary Report Month - 1	$366,021.00
	M&O Summary Report Month - 2	$366,021.00
	M&O Summary Report Month - 3	$366,021.00
	M&O Summary Report Month - 4	$366,021.00
	M&O Summary Report Month - 5	$366,021.00
	M&O Summary Report Month - 6	$366,021.00
	M&O Summary Report Month - 7	$366,021.00
	M&O Summary Report Month - 8	$366,021.00
	M&O Summary Report Month - 9	$366,021.00
	M&O Summary Report Month - 10	$366,021.00
	M&O Summary Report Month - 11	$366,021.00
	M&O Summary Report Month - 12	$366,021.00
M&O Option Year 3	M&O Summary Report Month - 1	$377,002.00
	M&O Summary Report Month - 2	$377,002.00
	M&O Summary Report Month - 3	$377,002.00
	M&O Summary Report Month - 4	$377,002.00
	M&O Summary Report Month - 5	$377,002.00
	M&O Summary Report Month - 6	$377,002.00
	M&O Summary Report Month - 7	$377,002.00
	M&O Summary Report Month - 8	$377,002.00
	M&O Summary Report Month - 9	$377,002.00
	M&O Summary Report Month - 10	$377,002.00
	M&O Summary Report Month - 11	$377,002.00
	M&O Summary Report Month - 12	$377,002.00
M&O Option Year 4	M&O Summary Report Month - 1	$388,312.00
	M&O Summary Report Month - 2	$388,312.00
	M&O Summary Report Month - 3	$388,312.00
	M&O Summary Report Month - 4	$388,312.00
	M&O Summary Report Month - 5	$388,312.00
	M&O Summary Report Month - 6	$388,312.00
	M&O Summary Report Month - 7	$388,312.00
	M&O Summary Report Month - 8	$388,312.00
	M&O Summary Report Month - 9	$388,312.00
	M&O Summary Report Month - 10	$388,312.00
	M&O Summary Report Month - 11	$388,312.00
	M&O Summary Report Month - 12	$388,312.00
M&O Option Year 5	M&O Summary Report Month - 1	$399,961.00
	M&O Summary Report Month - 2	$399,961.00
	M&O Summary Report Month - 3	$399,961.00

	M&O Summary Report Month - 4	$399,961.00
	M&O Summary Report Month - 5	$399,961.00
	M&O Summary Report Month - 6	$399,961.00
	M&O Summary Report Month - 7	$399,961.00
	M&O Summary Report Month - 8	$399,961.00
	M&O Summary Report Month - 9	$399,961.00
	M&O Summary Report Month - 10	$399,961.00
	M&O Summary Report Month - 11	$399,961.00
	M&O Summary Report Month - 12	$399,961.00
M&O Option Years Total		**$22,639,872.00**

10 Year Contract Total	**$104,978,985.62**

Maintenance and Support pricing is based on current software and State customizations, enhancements, and utilities previously purchased. For each additional user license, utility, or State customization purchased, the Fees for Maintenance and Support will increase proportionally.

Rate Card

Resource	On-Site Hourly Rate	Offshore Hourly Rate
Project Leader	$395	
Project Manager	$325	
Solution Architect	$295	
Cloud Architect	$295	
Technical Lead	$295	
Business Lead	$286	
UI Business Consultant	$250	
Business Analyst - 3	$214	
Business Analyst - 2	$175	
Business Analyst - 1	$150	
Training Manager	$333	
Training Lead	$293	
Trainer - 2	$225	
Trainer - 1	$175	
OCM Manager	$325	
OCM Lead	$290	
OCM Consultant - 3	$225	
OCM Consultant - 2	$175	

OCM Consultant - 1	$150	
Database Administrator - 3*	$224	$75
Database Administrator - 2*	$175	$54
Database Administrator - 1*	$150	$45
Development Manager*		$114
Development Lead*	$234	$54
Developer - 3*	$175	$54
Developer - 2*	$150	$45
Developer - 1*	$125	$36
Testing Lead*	$225	$75
Tester - 2*	$145	$45
Tester - 1*	$120	$36
Security Lead	$298	
Security Engineer	$247	
Security & Vulnerability Consultant - 2	$160	
Security & Vulnerability Consultant - 1	$135	
Production Support Engineer - 3	$234	
Production Support Engineer - 2	$175	
Production Support Engineer - 1	$150	
System Administrator - 3	$207	
System Administrator - 2	$165	
System Administrator - 1	$140	
Release/Delivery Manager*		$75
Training Developer*		$75

* Resources from our global delivery centers (off-shore)

*Different roles may be performed by the same person and will be broken out when invoiced. Contractor Rate Card for Ancillary Professional Services are subject to increase 3% year over year from original date of contract execution.

Travel and Expenses
The State does not pay for overtime or travel expenses.

STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**
to
Contract Number **230000000704**

CONTRACTOR	
	DELOITTE CONSULTING LLP
	30 Rockefeller Plaza
	New York NY 10112
	John Petrovich
	312-486-4493
	jpetrovich@deloitte.com
	CV0001354

STATE			
	Program Manager	Various	Various
	Contract Administrator	David Stohrer	DTMB
		517-896-4043	
		StohrerD1@michigan.gov	

CONTRACT SUMMARY			
Unemployment Insurance Solution			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 1, 2023	April 30, 2028	5 - 1 Year	December 14, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐	0 Years	
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$59,880,693.62	$520,721.00		$60,401,414.62	

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective 2/17/2026, the attached IT Statement of Work is incorporated into this contract. This contract is increased by $520,721.00. 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 2/17/2026.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
LEO	Britton Mailand	313-456-3190	mailandb@michigan.gov
DTMB	John Walker	313-456-3814	walkerj5@michigan.gov

128318

IT STATEMENT OF WORK

Scope of Work:

This Change Notice includes several changes for the State's Unemployment Insurance Solution project. They are being aggregated into this Contract Change Notice (CN) and cover the following requests:

#	Description	R1/R2	Needed for Go-Live	ADO CR #	Cost
1	Treasury Registration Changes	R1	Go-Live	174428	$128,318.00
2	Calculate or Adjust Individual Rate - Rate Review Workflow	R1	Go-Live	183678	$85,635.00
3	Process Payment – TOP Payment Hierarchy	R1	Go-Live	185573	$49,824.00
4	Printing Process Changes	R1	Go-Live	184276	$12,100.00
5	Conversion Credits Processing	R1	Go-Live	177121	$0.00
6	TOP Referral with Multiple Quarter Debt and Collection Hold	R1	Post Go-Live	185572	$32,870.00
7	EUC 08	R2	Go-Live	176197	$187,050.00
8	Availability – Identity & Vitality Crossmatch Non-Monetary issue	R2	Go-Live	184701	$13,861.00
9	Availability Incarceration Crossmatch Non-Monetary	R2	Go-Live	184702	$11,063.00
	Total				**$520,721.00**

Functional scope items (numbers 1 – 9) to be implemented based on finalized design documents for the respective items. Each of the above items is described in more detail in the following section.

Item: 1	**ADO #:** 174428	**Release:** R1	**Title:** Treasure Reg Changes
Description:	Changes to MiUI registration to support how the Treasury system works for individuals who own multiple businesses.		
Schedule Impact:	No impact – this CR is included in the 2/22/26 R1 Go-Live.		
Cost Impact:	$128,318.00		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 2	**ADO #:** 183678	**Release:**	**Title:** Calculate or Adjust Individual Rate - Rate Review Workflow
Description:	Create a new workflow when running the redetermination and verifying NBC went up, and 60 months BC says $0. If NBC value went up from the previous value, then we should be able to review the workflow. We should suppress the 1771R until the workflow is complete.		
Schedule Impact:	No impact – this CR is included in the 2/22/26 R1 Go-Live.		
Cost Impact:	$85,635.00		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 3	**ADO #:** 185573	**Release:**	**Title:** Process Payment – TOP Payment Hierarchy
Description:	Change establishes a Treasury Offset specific payment hierarchy. This hierarchy will apply to both converted debt as well as new debt referred to BFS.		
Schedule Impact:	No impact – this CR is included in the 2/22/26 R1 Go-Live.		
Cost Impact:	$49,824.00		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 4	**ADO #:** 184276	**Release:**	**Title:** Printing Process Changes
Description:	Update the print group name and description.		

	Re: OFFLINE = 1 employer = 1 batch = 1 envelope. A batch of more than 10 sheets (or 20 duplex) of printed mail going to a single employer (one address) should be included in the same batch and placed in one envelope. The offline report should show one employer and one envelope per batch.	
Schedule Impact:	No impact – this CR is included in the 2/22/26 R1 Go-Live.	
Cost Impact:	$12,100.00	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 5	**ADO #:** 177121	**Release:** R1	**Title:** Conversion Credits Processing
Description:	Changes to the R1 conversion process to create missing credits for some MiDAS accounts. MiDAS has some credits with no payment number linked to them. These credits are applied to quarter debts in MiDAS and to accommodate this in MiUI we need to manufacture payment numbers for all these credits and post them as payments. This change is to reconcile all the credits posted to debts in MiDAS.		
Schedule Impact:	No impact – this CR is included in the 2/22/26 R1 Go-Live.		
Cost Impact:	$0.00		There is no cost for this CR.

Item: 18	**ADO #:** 185572	**Release:** R1	**Title:** TOP Referral with Multiple Quarter Debt and Collection Hold
Description:	When an employer is referred to TOP with multiple quarters of debt, the requirement is modified to send all the debts together instead of sending them individually. Also added business logic to incorporate all contributing entities to be referred to TOP, and added a new status “collection hold” in the maintain intercept screen.		
Schedule Impact:	No impact – this CR is not included in the 2/22/26 R1 Go-Live.		
Cost Impact:	$32,870.00		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 19	ADO #: 176197	Release: R2	Title: EUC 08
Description:	Include the conversion into MiUI of approximately 2,279 claimants having active collection cases on EUC08 debts on their account in MiDAS. Allow collection activities to continue on these debts. The earlier scope of the project specifically excluded EUC08 claims.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$187,050.00		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 20	ADO #: 184701	Release: R2	Title: Availability – Identity & Vitality Crossmatch Non-Monetary issue
Description:	Ensure that the date of death is included within the Availability – Identity & Vitality Crossmatch Non-Monetary issue fact finding.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$13,861.00		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 21	ADO #: 184702	Release: R2	Title: Availability Incarceration Crossmatch Non-Monetary
Description:	Ensure that the date of incarceration is included within the Availability Incarceration Crossmatch Non-Monetary issue fact finding.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$11,063.00		This cost has been built into the revised contract pricing (schedule B) in this CN.

Revised Contract Pricing - SCHEDULE B – PRICING SCHEDULE

Milestones	Deliverables/Work Products	Tax	Percentage of Fees
Project Planning & Management	Stakeholder Outreach and Communication Plan	$158,898.91	0.85%
	Configuration Management Plan	$158,898.91	0.85%
	Baseline Project Schedule	$158,898.91	0.85%
	Project Deployment Plan	$158,898.91	0.85%
	Project Management Plan	$158,898.91	0.85%
	Deliverable Expectation Documents (DEDs)	$158,898.91	0.85%
	Project Kickoff Materials	$158,898.91	0.85%
Requirements & Design Validation	Final Requirement Validation Document	$198,623.64	1.06%
	Validation Sessions	$198,623.64	1.06%
	Final Design Document	$936,634.64	5.00%
	Final Design Document	$100,564.07	0.54%
	Final Implementation Document	$198,623.64	1.06%
Enterprise Analysis and Design	Requirements Traceability Matrix	$397,247.27	2.12%
	Conceptual Design Documentation	$397,247.28	2.12%
Provision Environments	Validate Development Test and Production environments	$744,494.55	3.97%
Build (Development and Configuration)	Final Solution and Testing Document Plan	$317,797.82	1.70%
	Integration Plan	$317,797.82	1.70%
	Data Conversion and Migration Plan	$317,797.82	1.70%
	Solution Implementation Plan	$392,797.82	2.10%
	Cutover Plan	$317,797.82	1.70%
Testing & Acceptance	Test Plan	$317,797.82	1.70%
	Test Cases and Test Scripts	$417,797.82	2.23%
	System Integration Test Results	$699,813.82	3.74%
	Final Training Documentation	$681,922.82	3.64%
	UAT Support and UAT Results	$418,361.90	2.23%
	Final Test Results Report	$317,797.82	1.70%
	Final Acceptance **– CN 9 Amended Payment**	$626,544.82	3.34%
Training & Knowledge Transfer	Training Curriculum and Materials	$476,696.73	2.54%
	Training Plan	$476,696.73	2.54%
	Training Completion Report	$598,071.73	3.19%
Organizational Change Management	Stakeholder Engagement Strategy	$162,515.00	0.87%
	OCM Plan	$243,773.00	1.30%
	Change Readiness Strategy and Objectives	$162,515.00	0.87%
	Stakeholder Assessment	$162,515.00	0.87%
	Organizational Alignment and Action/Sponsorship Plan	$162,515.00	0.87%

	Master Communications Schedule	$318,773.00	1.70%
	Impact and Readiness Assessment	$162,515.00	0.87%
	Organizational Transition Impact	$162,515.00	0.87%
	Report Adoption Metrics	$162,515.00	0.87%
Cutover Readiness and Production Go-Live	Updated Project Implementation Plan	$912,292.37	4.87%
	Readiness Report	$862,292.37	4.60%
	Updated Cutover Plan and Schedule	$862,292.37	4.60%
	Final As-Built System Documentation	$862,292.37	4.60%
	Cutover Completion Report	$1,435,369.10	7.66%
	Technical Documentation for Knowledge Transfer	$1,112,292.36	5.94%
R1 Tax Invoice Total		**$18,726,824.15**	

Milestones	Deliverable/Work Products	Benefits	Percentage of Fees
Project Planning & Management	Stakeholder Outreach and Communication Plan	$296,784.20	0.99%
	Configuration Management Plan	$296,784.20	0.99%
	Baseline Project Schedule	$296,784.20	0.99%
	Project Deployment Plan	$296,784.20	0.99%
	Project Management Plan	$296,784.20	0.99%
	Deliverable Expectation Documents (DEDs)	$296,784.20	0.99%
	Project Kickoff Materials	$296,784.20	0.99%
Requirements & Design Validation	Validation Sessions	$370,980.25	1.24%
	Final Requirement Validation Document	$370,980.25	1.24%
	Final Design Document	$720,980.25	2.42%
	Final Design Document	$738,082.62	2.47%
	Final Implementation Document	$370,980.25	1.24%
Enterprise Analysis and Design	Requirements Traceability Matrix	$741,960.50	2.49%
	Conceptual Design Documentation	$741,960.50	2.49%
Provision Environments	Validate Development Test and Production environments	$1,183,921.00	3.97%
Build (Development and Configuration)	Final Solution and Testing Document Plan	$593,568.40	1.99%
	Data Conversion and Migration Plan	$593,568.40	1.99%
	Solution Implementation Plan	$593,568.40	1.99%
	Integration Plan	$635,656.40	2.13%
	Cutover Plan	$393,568.40	1.32%
Testing & Acceptance	Test Plan	$593,568.40	1.99%
	Test Cases and Test Scripts	$593,568.40	1.99%
	System Integration Test Results	$2,995,828.25	10.04%

	Final Training Documentation	$726,476.15	2.43%
	UAT Support and UAT Results – **CN 9 Amended Payment**	$605,542.40	2.03%
	Final Test Results Report	$393,568.40	1.32%
	Final Acceptance	$393,568.40	1.32%
Training & Knowledge Transfer	Training Plan	$690,352.60	2.31%
	Training Curriculum and Materials	$690,352.60	2.31%
	Training Completion Report	$801,321.85	2.69%
Organizational Change Management	OCM Plan	$325,031.00	1.09%
	Master Communications Schedule	$400,031.00	1.34%
	Stakeholder Engagement Strategy	$243,773.00	0.82%
	Impact and Readiness Assessment	$243,773.00	0.82%
	Organizational Transition Impact	$243,773.00	0.82%
	Report Adoption Metrics	$243,773.00	0.82%
Cutover Readiness and Production Go-Live	Updated Project Implementation Plan	$1,477,489.40	4.95%
	Readiness Report	$1,477,489.40	4.95%
	Updated Cutover Plan and Schedule	$1,477,489.40	4.95%
	Cutover Completion Report	$2,356,841.00	7.90%
	Technical Documentation for Knowledge Transfer	$1,277,489.40	4.28%
	Final As-Built System Documentation	$1,277,489.40	4.28%
R2 Benefits Invoice Total		**$29,655,854.47**	

Milestones	Deliverable/Work Products	Benefits	Percentage of Fees
Additional Deliverables	1099-G Scope of Services – CN 5	$614,000.00	48.83%
Post Go-Live Enhancements	Release 2 – Workshare	$79,464.00	6.32%
	Release 2 – BAM-BTQ	$266,600.00	21.20%
	Release 2 – BAM2	$43,171.00	3.43%
	Release 2 – Reports (Deloitte Support)	$199,320.00	15.85%
	Release 2 – 1099G Detailed Report	$54,887.00	4.36%
Additional + Post Go-Live Enhancements Invoice Total		**$1,257,442.00**	

Milestones	Deliverables/Work Products	Warranty & O&M per Month	Percentage of Fees
Warranty & O&M Base Year 3	Warranty Month 1	$-	
	Warranty Month 2	$-	
	Warranty Month 3	$-	
	Warranty Month 4	$-	
	O&M Summary Report Month - 1	$325,205.00	
	O&M Summary Report Month - 2	$325,205.00	
	O&M Summary Report Month - 3	$325,205.00	
	O&M Summary Report Month - 4	$325,205.00	
	O&M Summary Report Month - 5	$325,205.00	
	O&M Summary Report Month - 6	$325,205.00	
	O&M Summary Report Month - 7	$325,205.00	
	O&M Summary Report Month - 8	$325,205.00	
O&M Base Year 4	O&M Summary Report Month - 1	$334,961.00	3.00%
	O&M Summary Report Month - 2	$334,961.00	
	O&M Summary Report Month - 3	$334,961.00	
	O&M Summary Report Month - 4	$334,961.00	
	O&M Summary Report Month - 5	$334,961.00	
	O&M Summary Report Month - 6	$334,961.00	
	O&M Summary Report Month - 7	$334,961.00	
	O&M Summary Report Month - 8	$334,961.00	
	O&M Summary Report Month - 9	$334,961.00	
	O&M Summary Report Month - 10	$334,961.00	
	O&M Summary Report Month - 11	$334,961.00	
	O&M Summary Report Month - 12	$334,961.00	
O&M Base Year 5	O&M Summary Report Month - 1	$345,010.00	3.00%
	O&M Summary Report Month - 2	$345,010.00	
	O&M Summary Report Month - 3	$345,010.00	
	O&M Summary Report Month - 4	$345,010.00	
	O&M Summary Report Month - 5	$345,010.00	
	O&M Summary Report Month - 6	$345,010.00	
	O&M Summary Report Month - 7	$345,010.00	
	O&M Summary Report Month - 8	$345,010.00	
	O&M Summary Report Month - 9	$345,010.00	
	O&M Summary Report Month - 10	$345,010.00	
	O&M Summary Report Month - 11	$345,010.00	

	O&M Summary Report Month - 12	$345,012.00	
O&M Base Years Total	**$10,761,294.00**		

5 Year Contract Total	**$60,401,414.62**

Milestones	Deliverables/Work Products	Optional O&M	Percentage of Fees
O&M Option Year 1	O&M Summary Report Month - 1	$355,360.00	3.00%
	O&M Summary Report Month - 2	$355,360.00	
	O&M Summary Report Month - 3	$355,360.00	
	O&M Summary Report Month - 4	$355,360.00	
	O&M Summary Report Month - 5	$355,360.00	
	O&M Summary Report Month - 6	$355,360.00	
	O&M Summary Report Month - 7	$355,360.00	
	O&M Summary Report Month - 8	$355,360.00	
	O&M Summary Report Month - 9	$355,360.00	
	O&M Summary Report Month - 10	$355,360.00	
	O&M Summary Report Month - 11	$355,360.00	
	O&M Summary Report Month - 12	$355,360.00	
O&M Option Year 2	O&M Summary Report Month - 1	$366,021.00	3.00%
	O&M Summary Report Month - 2	$366,021.00	
	O&M Summary Report Month - 3	$366,021.00	
	O&M Summary Report Month - 4	$366,021.00	
	O&M Summary Report Month - 5	$366,021.00	
	O&M Summary Report Month - 6	$366,021.00	
	O&M Summary Report Month - 7	$366,021.00	
	O&M Summary Report Month - 8	$366,021.00	
	O&M Summary Report Month - 9	$366,021.00	
	O&M Summary Report Month - 10	$366,021.00	
	O&M Summary Report Month - 11	$366,021.00	
	O&M Summary Report Month - 12	$366,021.00	
O&M Option Year 3	O&M Summary Report Month - 1	$377,002.00	3.00%
	O&M Summary Report Month - 2	$377,002.00	
	O&M Summary Report Month - 3	$377,002.00	
	O&M Summary Report Month - 4	$377,002.00	
	O&M Summary Report Month - 5	$377,002.00	
	O&M Summary Report Month - 6	$377,002.00	

	O&M Summary Report Month - 7	$377,002.00	
	O&M Summary Report Month - 8	$377,002.00	
	O&M Summary Report Month - 9	$377,002.00	
	O&M Summary Report Month - 10	$377,002.00	
	O&M Summary Report Month - 11	$377,002.00	
	O&M Summary Report Month - 12	$377,002.00	
O&M Option Year 4	O&M Summary Report Month - 1	$388,312.00	3.00%
	O&M Summary Report Month - 2	$388,312.00	
	O&M Summary Report Month - 3	$388,312.00	
	O&M Summary Report Month - 4	$388,312.00	
	O&M Summary Report Month - 5	$388,312.00	
	O&M Summary Report Month - 6	$388,312.00	
	O&M Summary Report Month - 7	$388,312.00	
	O&M Summary Report Month - 8	$388,312.00	
	O&M Summary Report Month - 9	$388,312.00	
	O&M Summary Report Month - 10	$388,312.00	
	O&M Summary Report Month - 11	$388,312.00	
	O&M Summary Report Month - 12	$388,312.00	
O&M Option Year 5	O&M Summary Report Month - 1	$399,961.00	3.00%
	O&M Summary Report Month - 2	$399,961.00	
	O&M Summary Report Month - 3	$399,961.00	
	O&M Summary Report Month - 4	$399,961.00	
	O&M Summary Report Month - 5	$399,961.00	
	O&M Summary Report Month - 6	$399,961.00	
	O&M Summary Report Month - 7	$399,961.00	
	O&M Summary Report Month - 8	$399,961.00	
	O&M Summary Report Month - 9	$399,961.00	
	O&M Summary Report Month - 10	$399,961.00	
	O&M Summary Report Month - 11	$399,961.00	
	O&M Summary Report Month - 12	$399,961.00	
O&M Option Years Total		**$22,639,872.00**	

10 Year Contract Total	**$83,041,286.62**

Maintenance and Support pricing is based on current software and State customizations, enhancements, and utilities previously purchased. For each additional user license, utility, or State customization purchased, the Fees for Maintenance and Support will increase

proportionally.

Rate Card

Resource	On-Site Hourly Rate	Offshore Hourly Rate
Project Leader	$395	
Project Manager	$325	
Solution Architect	$295	
Cloud Architect	$295	
Technical Lead	$295	
Business Lead	$286	
UI Business Consultant	$250	
Business Analyst - 3	$214	
Business Analyst - 2	$175	
Business Analyst - 1	$150	
Training Manager	$333	
Training Lead	$293	
Trainer - 2	$225	
Trainer - 1	$175	
OCM Manager	$325	
OCM Lead	$290	
OCM Consultant - 3	$225	
OCM Consultant - 2	$175	
OCM Consultant - 1	$150	
Database Administrator - 3*	$224	$75
Database Administrator - 2*	$175	$54
Database Administrator - 1*	$150	$45
Development Manager*		$114
Development Lead*	$234	$54
Developer - 3*	$175	$54
Developer - 2*	$150	$45
Developer - 1*	$125	$36
Testing Lead*	$225	$75
Tester - 2*	$145	$45
Tester - 1*	$120	$36

Security Lead	$298	
Security Engineer	$247	
Security & Vulnerability Consultant - 2	$160	
Security & Vulnerability Consultant - 1	$135	
Production Support Engineer - 3	$234	
Production Support Engineer - 2	$175	
Production Support Engineer - 1	$150	
System Administrator - 3	$207	
System Administrator - 2	$165	
System Administrator - 1	$140	
Release/Delivery Manager*		$75
Training Developer*		$75

* Resources from our global delivery centers (off-shore)

*Different roles may be performed by the same person and will be broken out when invoiced.
Contractor Rate Card for Ancillary Professional Services are subject to increase 3% year over year.

Travel and Expenses
The State does not pay for overtime or travel expenses.

STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**
to
Contract Number **230000000704**

CONTRACTOR	
	DELOITTE CONSULTING LLP
	30 Rockefeller Plaza
	New York NY 10112
	John Petrovich
	312-486-4493
	jpetrovich@deloitte.com
	CV0001354

STATE			
	Program Manager	Various	Various
	Contract Administrator	David Stohrer	DTMB
		517-896-4043	
		StohrerD1@michigan.gov	

CONTRACT SUMMARY			
Unemployment Insurance Solution			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 1, 2023	April 30, 2028	5 - 1 Year	December 14, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$55,797,858.00	$4,082,835.62	$59,880,693.62		

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective 10/21/2025, the attached IT Statement of Work is incorporated into this Contract. This contract is increased by $4,082,835.62. These changes and additional funding are due to policy changes, as contractually permitted per section 22 of the Contract. 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 10/21/2025.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
LEO	Britton Mailand	313-456-3190	mailandb@michigan.gov
DTMB	John Walker	313-456-3814	walkerj5@michigan.gov

IT STATEMENT OF WORK

Scope of Work:

This Change Notice includes several changes for the State's Unemployment Insurance Solution project. They are being aggregated into this Contract Change Notice (CN) and cover the following requests:

#	Description	R1/R2	Additional Cost
1	Domestic Employer Annual Date	R1	$98,469.91
2	Deactivate Method Change	R1	$102,658.24
3	PA173	R2	$62,277.06
4	PA239	R2	$190,087.33
5	PA240	R2	$141,570.00
6	PA238	R2	$424,946.51
7	MES54	R2	$923,996.75
8	ID Theft	R2	$997,090.55
9	Workshare Claimant Notification	R2	$83,366.78
10	Calculate Monetary Base Period	R2	$79,696.26
11	Advocacy Invoice Page	R2	$49,299.22
12	Navigator for External Users	R1	$293,500.00
13	External Training Materials	R1	$192,000.00
14	External Training Materials	R2	$192,000.00
15	Additional EUT Training for Staff	R2	$251,877.00
16	Two Weeks Benefit Charges – No Entitlement	R2	$0.00
17	1955 0 Reconsideration of Charges (ROC)	R2	$0.00
18	Human Centered Design (HCD) Changes	R2	$0.00
19	School Denial Period – Multi-Claim Template Change	R2	$0.00
20	Auto-Adjudication Based on Fact-Finding Response	R2	$0.00
21	RTAA MBA Formula Change	R2	$0.00
22	Additional Correspondences	R2	$0.00
23	Electronic Bankruptcy Notifications	R2	$0.00
24	FOIA Maintenance Ad-Hoc Field	R1	$0.00
25	FOIA Letterhead	R1	$0.00
26	Additional Correspondences	R1	$0.00
27	Human Centered Design (HCD) Changes	R1	$0.00
28	File Format Validator for Wage Reports	R1	$0.00
	Total		**$4,082,835.62**

Functional scope items (numbers 1-11 and 16-28) to be implemented based on finalized design documents for the respective items. Each of the above items are described in more detail in the following section.

Item: 1	**ADO #:** 159795	**Release:** R1	**Title:** Domestic Employer Annual Date
Description:	Domestic Employers are required to file quarterly but are only required to pay annually. This change would show payment due dates for these employers as January 25th and add a business rule to assess interest or penalties after the grace period of this annual due date, rather than quarterly.		
Schedule Impact:	No impact – this CR is included in the 12/15/25 R1 Go-Live.		
Cost Impact:	$98,469.91		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 2	**ADO #:** 144118	**Release:** R1	**Title:** Deactivate Method Change
Description:	Deactivate the automatic process to issue a denial or approval when an initial request to change reporting method from Reimbursing to Contributory is submitted by an employer. Changes are required across three use cases, as follows: **Change Reporting Method – Use Case** Screen 1 - Request Change of Reporting Method Error Page: *Update screen language* New button – *Allow users to continue with request* Screen 4 – *Update confirmation messaging* **Change Reporting Method – SRC** Correspondences – *Update trigger for 6542 Change Method of Reporting Determination* Correspondence – *New Denial correspondence* **Change Reporting Method – SRW** *New Workitem Resolution screen for staff to approve or deny when employers are requesting a change from Reimbursable to Contributory status. Automatic Workitem denial resolution by end of Q1 due date (March 31st) for previous years' requests. Effective date of change logic update on Approvals.* Integration with Employment and Wage Detail module – *if quarterly wages have already been filed, contributions will need to be calculated.*		
Schedule Impact:	No impact – this CR is included in the 12/15/25 R1 Go-Live.		
Cost Impact:	$102,668.24		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 3	ADO #: 163086	Release: R2	Title: PA173
Description:	Increase the maximum weekly benefit amount, maximum dependent amount, and maximum benefit weeks in accordance with 2024 Public Act (PA) 173 and increase the maximum chargeable benefits component due to the increase in maximum benefit weeks.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$62,277.06		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 4	ADO #: 163822	Release: R2	Title: PA239
Description:	2024 PA 239 introduced two instances where a claimant is rebuttably presumed to have voluntarily left work without good cause attributable to the claimant's employer: 1. The claimant reduces their working status to less than full time, or 2. The claimant is absent for 3 or more consecutive workdays without contacting the employer. These need to be added to the scope of the project.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$190,087.33		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 5	ADO #: 163826	Release: R2	Title: PA240
Description:	Two changes identified that need to added to the scope of the project: • Letter 6321, which is used to send a notification to one party that the other party will be represented by an advocate at an upcoming hearing. • Letter 6320, a denial letter, sent out to notify someone that they have been denied advocacy services will also need to be updated.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost	$141,570.00		This cost has been built into the revised contract

Impact:		pricing (schedule B) in this CN.

Item: 6	**ADO #:** 163832, 168108, 168109, 168110	**Release:** R2	**Title:** PA238
Description:	Consolidate matters for transfer to an administrative law judge (ALJ) at the request of an interested party. After filing an appeal for a hearing on a redetermination, interested parties may also now file a request for consolidation. Upon receiving the request, the UIA must consolidate all matters for transfer to an administrative law judge for a hearing on the matters of the consolidation request. This change requires updates to the following: 1. Work Search (change the work search requirement from 1 to 3 per week) 2. Domestic Violence Eligibility 3. Waiver of Restitution 4. Financial Hardship Eligibility 5. Shared-Work Plan (reduction %)		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$424,946.51		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 7	**ADO #:** 163827	**Release:** R2	**Title:** MES54
Description:	When an intentional fraud is identified, the system should end the current initial claim with the BYE as the start date of the intentional fraud issue. Create an overpayment for the weeks paid after the claim effective end date and allows the claimant to file a new claim.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$923,996.75		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 8	**ADO #:** 163828	**Release:** R2	**Title:** ID Theft

Description:	SOM is requesting the ability to allow staff to create a manual overpayment on a claimant account in certain scenarios of criminal court case prosecution or court orders or identity theft/fraud to enable collection activities. This also includes where the stolen/identity theft overpayment should be moved from the victim account to the fraudster account by setting up a root claim and setting up manual overpayment on the fraudster account.	
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.	
Cost Impact:	$997,090.55	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 9	**ADO #:** 163829	**Release:** R2	**Title:** Workshare Claimant Notification
Description:	SOM is requesting the following for Work Share (WS): • Generate a new correspondence when a claimant is added to a WS plan, and the same claimant already has an active claim. • During Initial Claim filing if the claimant is already on a Work Share plan that overlaps with the STUI claim, include conditional verbiage (WS specific) in the 1575 determination.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$83,366.78	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 10	**ADO #:** 163085	**Release:** R2	**Title:** Calculate Monetary Base Period
Description:	This is a change to the approved use case rule for alternate base period qualification: • Can the claimant establish a claim using standard base period? • If no, can the claimant establish a claim using alternate base period? • If no, can the claimant establish a claim using standard Alternate Earnings Qualifier (AEQ)? • If no, can the claimant establish a claim using alternate AEQ?		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$79,696.26	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 11	ADO #: 165228	Release: R2	Title: Advocacy Invoice Page
Description:	Add two new fields to the Advocacy Invoicing page: 1. Processed Date 2. Voucher # (this is different than the SIGMA CV#).		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$49,299.22	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 12	ADO #:	Release: R1	Title: Navigator for External Users
Description:	Implement the Navigator Training software for external users, specifically Employers and Third Party Administrators (TPAs) for 2000 concurrent users. There is a one-time implementation cost and an annual license cost for this software. This CR is for implementation of the software, 1 year of licenses, and the creation of 10 Navigator tours. Navigator is a proprietary commercial software application of Contractor that is being separately licensed pursuant to this CN. Navigator does not constitute a "Service," "Software," "Deliverable" or "Work Product" under the Agreement, and access to and use of the Navigator application is subject to the terms and conditions of Schedule C attached hereto.		
Schedule Impact:	No impact – this CR is included in the 12/15/25 R1 Go-Live.		
Cost Impact:	$293,500.00	This cost has been built into the revised contract pricing (schedule B) in this CN.	

Item: 13	ADO #:	Release: R1	Title: External Training Materials
Description:	External users of MiUI require on-demand training materials so they can gain MiUI knowledge on their own schedule – at the optimal time when using the new system. This curriculum will be released 1 month prior to Go Live and allow end users to conduct self-study preparation for MiUi. **Materials Per Release:** • 1 Training Curriculum document to guide users to materials • Ten 2–4-minute Microlearning videos with audio to be posted to the MiUI University website		

	• Ten 1-10 page Quick Reference Guides with instructions on how to complete tasks within MiUI • Two 30-minute recorded webinar with demonstrations	
Schedule Impact:	No impact – this CR is included in the 12/15/25 R1 Go-Live.	
Cost Impact:	$192,000.00	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 14	**ADO #:**	**Release: R2**	**Title:** External Training Materials
Description:	External users of MiUI require on-demand training materials so they can gain MiUI knowledge on their own schedule – at the optimal time when using the new system. This curriculum will be released 1 month prior to Go Live and allow end users to conduct self-study preparation for MiUi. **<u>Materials Per Release:</u>** • 1 Training Curriculum document to guide users to materials • Ten 2–4-minute Microlearning videos with audio to be posted to the MiUI University website • Ten 1-10 page Quick Reference Guides with instructions on how to complete tasks within MiUI • Two 30-minute recorded webinar with demonstrations		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$192,000.00		This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 15	**ADO #:**	**Release: R2**	**Title:** Additional EUT Training for Staff
Description:	The UIA team will lead the delivery of End User Training for UIA Staff. This implementation includes an additional 3 trainers for Release 2 to support training delivery by partnering with the UIA team. Deloitte will partner with UIA to deliver hands-on system training and practice labs to UIA internal staff. The scope of this CR is limited to: • End User Training runs for 6 weeks. • Classes will be delivered in-person or virtual • In-Person classes will be delivered at UIA offices in Detroit, Lansing, Grand Rapids or Saginaw.		

Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.	
Cost Impact:	$251,877.00	This cost has been built into the revised contract pricing (schedule B) in this CN.

Item: 16	**ADO #:** 157947	**Release: R2**	**Title:** Two Weeks Benefit Charges – No Entitlement
Description:	First two weeks charging business rules need to be updated on the claim where the separating employer needs to be charged 100% of the full WBA even when the claim employers have separation non-monetary issue adjudicated as 'No Entitlement' or have the 'School Denial Period', 'Seasonal', or 'Professional Athlete' non-monetary issue.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$0.00		There is no cost for this CR.

Item: 17	**ADO #:** 162020	**Release: R2**	**Title:** Reconsideration of Charges (ROC)
Description:	Allow employer to appeal 1955 (reconsideration of changes).		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$0.00		There is no cost for this CR.

Item: 18	**ADO #:** 163835	**Release: R2**	**Title:** Human Centered Design (HCD) Changes
Description:	HCD changes based on review by Deloitte HCD team. No impact to system functionality.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$0.00		There is no cost for this CR.

Item: 19	**ADO #:** 163836	**Release: R2**	**Title:** School Denial Period – Multi Claimant Template Change

Description:	This change provides an ability to the users to create the multi claimant template for the school employers to identify the school recess period, create two additional fact-findings.	
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.	
Cost Impact:	$0.00	There is no cost for this CR.

Item: 20	**ADO #:** 163837	**Release: R2**	**Title:** Auto-Adjudication Based on Fact-Finding Response
Description:	MiUI should auto-adjudicate the issues based on the claimant and employers' response.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$0.00		There is no cost for this CR.

Item: 21	**ADO #:** 163838	**Release: R2**	**Title:** RTAA MBA Formula Change
Description:	Change the RTAA MBA formula.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$0.00		There is no cost for this CR.

Item: 22	**ADO #:** 163831, 168758, 169590, 169591, 169593	**Release: R2**	**Title:** Additional Correspondences
Description:	Add the following correspondences to the scope of the project: 1. TRA - Completion of TRA Eligibility Questionnaire (Form # 6364) 2. Notice to the Employer of Claim Renewal Correspondence (Form # 6335) 3. Unemployment Insurance Benefit Rights and Responsibilities Information You Should Know Correspondence (Form # 6410) 4. Unemployment Insurance Benefit Rights and Responsibilities SECOND NOTICE Correspondence (Form # 6411)		

Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.	
Cost Impact:	$0.00	There is no cost for this CR.

Item: 23	**ADO #:** 163885	**Release: R2**	**Title:** Electronic Bankruptcy Notifications
Description:	Develop a new interface to receive bankruptcy notices from courts for claimants.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$0.00	There is no cost for this CR.	

Item: 24	**ADO #:** 150262	**Release: R2**	**Title:** FOIA Maintenance Ad-Hoc Field
Description:	Adding a dynamic text box that will allow staff members to enter ad hoc text in the FOIA workflow resolution screen. The entered text will be reflected in FOIA correspondences generated from that workflow. This change aims to provide greater flexibility in communication by allowing customized messages with FOIA responses.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$0.00	There is no cost for this CR.	

Item: 25	**ADO #:** 150261	**Release: R2**	**Title:** FOIA Letterhead
Description:	Updates to the FOIA letterhead due to changes from UIA Legal.		
Schedule Impact:	No impact – this CR is included in the 5/31/26 R2 Go-Live.		
Cost Impact:	$0.00	There is no cost for this CR.	

Item: 26	**ADO #:** 166550, 166506, 166510,	**Release: R1**	**Title:** Additional Correspondences

	163846		
Description:	Add the following correspondences to the scope of the project: 1. Determination of Assessment (Form # 1467) 2. Delinquent Account Notification (Form # 5204) 3. Notice of Address Change (Form # 5206) 4. Indian Tribes/Tribal Units Delinquent Account Notification (Form #5221) 5. Indian Tribes/Tribal Units Notice of Conversion (# 5220)		
Schedule Impact:	No impact – this CR is included in the 12/15/25 R1 Go-Live.		
Cost Impact:	$0.00		There is no cost for this CR.

Item: 27	**ADO #:** 163842	**Release: R1**	**Title:** Human Centered Design (HCD) Changes
Description:	HCD changes based on review by Deloitte HCD team. No impact to system functionality.		
Schedule Impact:	No impact – this CR is included in the 12/15/25 R1 Go-Live.		
Cost Impact:	$0.00		There is no cost for this CR.

Item: 28	**ADO #:** 163843	**Release: R1**	**Title:** File Format Validator for Wage Reports
Description:	Create a File Format Validator that External TPAs and Employers can use to validate their file format prior to submission.		
Schedule Impact:	No impact – this CR is included in the 12/15/25 R1 Go-Live.		
Cost Impact:	$0.00		There is no cost for this CR.

Revised Contract Pricing - SCHEDULE B – PRICING SCHEDULE

Milestones	Deliverables/Work Products	Tax	Percentage of Fees
Project Planning & Management	Stakeholder Outreach and Communication Plan	$158,898.91	0.86%
	Configuration Management Plan	$158,898.91	0.86%
	Baseline Project Schedule	$158,898.91	0.86%
	Project Deployment Plan	$158,898.91	0.86%
	Project Management Plan	$158,898.91	0.86%
	Deliverable Expectation Documents (DEDs)	$158,898.91	0.86%
	Project Kickoff Materials	$158,898.91	0.86%
Requirements & Design Validation	Final Requirement Validation Document	$198,623.64	1.08%
	Validation Sessions	$198,623.64	1.08%
	Final Design Document	$936,634.64	5.09%
	Final Design Document – **CN 8 Additional Payment**	$100,564.07	0.55%
	Final Implementation Document	$198,623.64	1.08%
Enterprise Analysis and Design	Requirements Traceability Matrix	$397,247.27	2.16%
	Conceptual Design Documentation	$397,247.28	2.16%
Provision Environments	Validate Development Test and Production environments	$744,494.55	4.04%
Build (Development and Configuration)	Final Solution and Testing Document Plan	$317,797.82	1.73%
	Integration Plan	$317,797.82	1.73%
	Data Conversion and Migration Plan	$317,797.82	1.73%
	Solution Implementation Plan	$392,797.82	2.13%
	Cutover Plan	$317,797.82	1.73%
Testing & Acceptance	Test Plan	$317,797.82	1.73%
	Test Cases and Test Scripts	$417,797.82	2.27%
	System Integration Test Results	$699,813.82	3.80%
	Final Training Documentation **– CN 8 Amended Payment**	$681,922.82	3.70%
	UAT Support and UAT Results **– CN 8 Amended Payment**	$418,361.90	2.27%
	Final Test Results Report	$317,797.82	1.73%
	Final Acceptance	$317,797.82	1.73%
Training & Knowledge Transfer	Training Curriculum and Materials	$476,696.73	2.59%
	Training Plan	$476,696.73	2.59%
	Training Completion Report – **CN 8 Amended Payment**	$598,071.73	3.25%
Organizational Change Management	Stakeholder Engagement Strategy	$162,515.00	0.88%
	OCM Plan	$243,773.00	1.32%
	Change Readiness Strategy and Objectives	$162,515.00	0.88%
	Stakeholder Assessment	$162,515.00	0.88%

	Organizational Alignment and Action/Sponsorship Plan	$162,515.00	0.88%
	Master Communications Schedule	$318,773.00	1.73%
	Impact and Readiness Assessment	$162,515.00	0.88%
	Organizational Transition Impact	$162,515.00	0.88%
	Report Adoption Metrics	$162,515.00	0.88%
Cutover Readiness and Production Go-Live	Updated Project Implementation Plan	$912,292.37	4.95%
	Readiness Report	$862,292.37	4.68%
	Updated Cutover Plan and Schedule	$862,292.37	4.68%
	Final As-Built System Documentation	$862,292.37	4.68%
	Cutover Completion Report	$1,435,369.10	7.79%
	Technical Documentation for Knowledge Transfer	$1,112,292.36	6.04%
R1 Tax Invoice Total		**$18,418,077.15**	

Milestones	Deliverable/Work Products	Benefits	Percentage of Fees
Project Planning & Management	Stakeholder Outreach and Communication Plan	$296,784.20	1.01%
	Configuration Management Plan	$296,784.20	1.01%
	Baseline Project Schedule	$296,784.20	1.01%
	Project Deployment Plan	$296,784.20	1.01%
	Project Management Plan	$296,784.20	1.01%
	Deliverable Expectation Documents (DEDs)	$296,784.20	1.01%
	Project Kickoff Materials	$296,784.20	1.01%
Requirements & Design Validation	Validation Sessions	$370,980.25	1.26%
	Final Requirement Validation Document	$370,980.25	1.26%
	Final Design Document	$720,980.25	2.45%
	Final Design Document – **CN 8 Additional Payment**	$738,082.62	2.51%
	Final Implementation Document	$370,980.25	1.26%
Enterprise Analysis and Design	Requirements Traceability Matrix	$741,960.50	2.52%
	Conceptual Design Documentation	$741,960.50	2.52%
Provision Environments	Validate Development Test and Production environments	$1,183,921.00	4.02%
Build (Development and Configuration)	Final Solution and Testing Document Plan	$593,568.40	2.02%
	Data Conversion and Migration Plan	$593,568.40	2.02%
	Solution Implementation Plan	$593,568.40	2.02%
	Integration Plan	$635,656.40	2.16%
	Cutover Plan	$393,568.40	1.34%
Testing & Acceptance	Test Plan	$593,568.40	2.02%
	Test Cases and Test Scripts	$593,568.40	2.02%
	System Integration Test Results	$2,995,828.25	10.17%

	Final Training Documentation **– CN 8 Amended Payment**	$726,476.15	2.47%
	UAT Support and UAT Results – **CN 8 Amended Payment**	$393,568.40	1.34%
	Final Test Results Report	$393,568.40	1.34%
	Final Acceptance	$393,568.40	1.34%
Training & Knowledge Transfer	Training Plan	$690,352.60	2.34%
	Training Curriculum and Materials	$690,352.60	2.34%
	Training Completion Report – **CN 8 Amended Payment**	$801,321.85	2.72%
Organizational Change Management	OCM Plan	$325,031.00	1.10%
	Master Communications Schedule	$400,031.00	1.36%
	Stakeholder Engagement Strategy	$243,773.00	0.83%
	Impact and Readiness Assessment	$243,773.00	0.83%
	Organizational Transition Impact	$243,773.00	0.83%
	Report Adoption Metrics	$243,773.00	0.83%
Cutover Readiness and Production Go-Live	Updated Project Implementation Plan	$1,477,489.40	5.02%
	Readiness Report	$1,477,489.40	5.02%
	Updated Cutover Plan and Schedule	$1,477,489.40	5.02%
	Cutover Completion Report	$2,356,841.00	8.00%
	Technical Documentation for Knowledge Transfer	$1,277,489.40	4.34%
	Final As-Built System Documentation	$1,277,489.40	4.34%
R2 Benefits Invoice Total		**$29,443,880.47**	

Milestones	Deliverable/Work Products	Benefits	Percentage of Fees
Additional Deliverables	1099-G Scope of Services – CN 5	$614,000.00	48.83%
Post Go-Live Enhancements	Release 2 – Workshare	$79,464.00	6.32%
	Release 2 – BAM-BTQ	$266,600.00	21.20%
	Release 2 – BAM2	$43,171.00	3.43%
	Release 2 – Reports (Deloitte Support)	$199,320.00	15.85%
	Release 2 – 1099G Detailed Report	$54,887.00	4.36%
Additional + Post Go-Live Enhancements Invoice Total		**$1,257,442.00**	

Milestones	Deliverables/Work Products	Warranty & O&M per Month	Percentage of Fees

Warranty & O&M Base Year 3	Warranty Month 1	$-	
	Warranty Month 2	$-	
	Warranty Month 3	$-	
	Warranty Month 4	$-	
	O&M Summary Report Month - 1	$325,205.00	
	O&M Summary Report Month - 2	$325,205.00	
	O&M Summary Report Month - 3	$325,205.00	
	O&M Summary Report Month - 4	$325,205.00	
	O&M Summary Report Month - 5	$325,205.00	
	O&M Summary Report Month - 6	$325,205.00	
	O&M Summary Report Month - 7	$325,205.00	
	O&M Summary Report Month - 8	$325,205.00	
O&M Base Year 4	O&M Summary Report Month - 1	$334,961.00	3.00%
	O&M Summary Report Month - 2	$334,961.00	
	O&M Summary Report Month - 3	$334,961.00	
	O&M Summary Report Month - 4	$334,961.00	
	O&M Summary Report Month - 5	$334,961.00	
	O&M Summary Report Month - 6	$334,961.00	
	O&M Summary Report Month - 7	$334,961.00	
	O&M Summary Report Month - 8	$334,961.00	
	O&M Summary Report Month - 9	$334,961.00	
	O&M Summary Report Month - 10	$334,961.00	
	O&M Summary Report Month - 11	$334,961.00	
	O&M Summary Report Month - 12	$334,961.00	
O&M Base Year 5	O&M Summary Report Month - 1	$345,010.00	3.00%
	O&M Summary Report Month - 2	$345,010.00	
	O&M Summary Report Month - 3	$345,010.00	
	O&M Summary Report Month - 4	$345,010.00	
	O&M Summary Report Month - 5	$345,010.00	
	O&M Summary Report Month - 6	$345,010.00	
	O&M Summary Report Month - 7	$345,010.00	
	O&M Summary Report Month - 8	$345,010.00	
	O&M Summary Report Month - 9	$345,010.00	
	O&M Summary Report Month - 10	$345,010.00	
	O&M Summary Report Month - 11	$345,010.00	
	O&M Summary Report Month - 12	$345,012.00	
O&M Base Years Total		**$10,761,294.00**	

5 Year Contract Total	**$59,880,693.62**

Milestones	Deliverables/Work Products	Optional O&M	Percentage of Fees
O&M Option Year 1	O&M Summary Report Month - 1	$355,360.00	3.00%
	O&M Summary Report Month - 2	$355,360.00	
	O&M Summary Report Month - 3	$355,360.00	
	O&M Summary Report Month - 4	$355,360.00	
	O&M Summary Report Month - 5	$355,360.00	
	O&M Summary Report Month - 6	$355,360.00	
	O&M Summary Report Month - 7	$355,360.00	
	O&M Summary Report Month - 8	$355,360.00	
	O&M Summary Report Month - 9	$355,360.00	
	O&M Summary Report Month - 10	$355,360.00	
	O&M Summary Report Month - 11	$355,360.00	
	O&M Summary Report Month - 12	$355,360.00	
O&M Option Year 2	O&M Summary Report Month - 1	$366,021.00	3.00%
	O&M Summary Report Month - 2	$366,021.00	
	O&M Summary Report Month - 3	$366,021.00	
	O&M Summary Report Month - 4	$366,021.00	
	O&M Summary Report Month - 5	$366,021.00	
	O&M Summary Report Month - 6	$366,021.00	
	O&M Summary Report Month - 7	$366,021.00	
	O&M Summary Report Month - 8	$366,021.00	
	O&M Summary Report Month - 9	$366,021.00	
	O&M Summary Report Month - 10	$366,021.00	
	O&M Summary Report Month - 11	$366,021.00	
	O&M Summary Report Month - 12	$366,021.00	
O&M Option Year 3	O&M Summary Report Month - 1	$377,002.00	3.00%
	O&M Summary Report Month - 2	$377,002.00	
	O&M Summary Report Month - 3	$377,002.00	
	O&M Summary Report Month - 4	$377,002.00	
	O&M Summary Report Month - 5	$377,002.00	
	O&M Summary Report Month - 6	$377,002.00	
	O&M Summary Report Month - 7	$377,002.00	
	O&M Summary Report Month - 8	$377,002.00	
	O&M Summary Report Month - 9	$377,002.00	

	O&M Summary Report Month - 10	$377,002.00	
	O&M Summary Report Month - 11	$377,002.00	
	O&M Summary Report Month - 12	$377,002.00	
O&M Option Year 4	O&M Summary Report Month - 1	$388,312.00	3.00%
	O&M Summary Report Month - 2	$388,312.00	
	O&M Summary Report Month - 3	$388,312.00	
	O&M Summary Report Month - 4	$388,312.00	
	O&M Summary Report Month - 5	$388,312.00	
	O&M Summary Report Month - 6	$388,312.00	
	O&M Summary Report Month - 7	$388,312.00	
	O&M Summary Report Month - 8	$388,312.00	
	O&M Summary Report Month - 9	$388,312.00	
	O&M Summary Report Month - 10	$388,312.00	
	O&M Summary Report Month - 11	$388,312.00	
	O&M Summary Report Month - 12	$388,312.00	
O&M Option Year 5	O&M Summary Report Month - 1	$399,961.00	3.00%
	O&M Summary Report Month - 2	$399,961.00	
	O&M Summary Report Month - 3	$399,961.00	
	O&M Summary Report Month - 4	$399,961.00	
	O&M Summary Report Month - 5	$399,961.00	
	O&M Summary Report Month - 6	$399,961.00	
	O&M Summary Report Month - 7	$399,961.00	
	O&M Summary Report Month - 8	$399,961.00	
	O&M Summary Report Month - 9	$399,961.00	
	O&M Summary Report Month - 10	$399,961.00	
	O&M Summary Report Month - 11	$399,961.00	
	O&M Summary Report Month - 12	$399,961.00	
O&M Option Years Total		**$22,639,872.00**	

10 Year Contract Total	**$81,906,565.62**

Maintenance and Support pricing is based on current software and State customizations, enhancements, and utilities previously purchased. For each additional user license, utility, or State

customization purchased, the Fees for Maintenance and Support will increase proportionally.

Rate Card

Resource	On-Site Hourly Rate	Offshore Hourly Rate
Project Leader	$395	
Project Manager	$325	
Solution Architect	$295	
Cloud Architect	$295	
Technical Lead	$295	
Business Lead	$286	
UI Business Consultant	$250	
Business Analyst - 3	$214	
Business Analyst - 2	$175	
Business Analyst - 1	$150	
Training Manager	$333	
Training Lead	$293	
Trainer - 2	$225	
Trainer - 1	$175	
OCM Manager	$325	
OCM Lead	$290	
OCM Consultant - 3	$225	
OCM Consultant - 2	$175	
OCM Consultant - 1	$150	
Database Administrator - 3*	$224	$75
Database Administrator - 2*	$175	$54
Database Administrator - 1*	$150	$45
Development Manager*		$114
Development Lead*	$234	$54
Developer - 3*	$175	$54
Developer - 2*	$150	$45
Developer - 1*	$125	$36
Testing Lead*	$225	$75
Tester - 2*	$145	$45
Tester - 1*	$120	$36
Security Lead	$298	
Security Engineer	$247	

Security & Vulnerability Consultant - 2	$160	
Security & Vulnerability Consultant - 1	$135	
Production Support Engineer - 3	$234	
Production Support Engineer - 2	$175	
Production Support Engineer - 1	$150	
System Administrator - 3	$207	
System Administrator - 2	$165	
System Administrator - 1	$140	
Release/Delivery Manager*		$75
Training Developer*		$75

* Resources from our global delivery centers (off-shore)

*Different roles may be performed by the same person and will be broken out when invoiced.
Contractor Rate Card for Ancillary Professional Services are subject to increase 3% year over year.

Travel and Expenses
The State does not pay for overtime or travel expenses.

Schedule C – Navigator License Terms

1. Subscription Offering. Deloitte Consulting LLP ("*Deloitte Consulting*" or "***Contractor***") will make available to the State of Michigan ("***Licensee***" or "***State***"), on a subscription basis, certain technology and related support as set forth in the order ("***Order***") attached as Attachment 1 hereto (the "***Subscription Offering***"). Specifically, Deloitte Consulting will (a) provide Licensee with access to and use of the software set forth in the Order ("***Licensed Software***"), and (b) provide the support and maintenance for the Licensed Software as set forth in Attachment 2 hereto (the "***Support and Maintenance***"), which will be provided in accordance with the Service Levels set forth therein.

2. License.
a) Subject to Licensee's payment to Deloitte Consulting of the fees set forth in the Order, Deloitte Consulting hereby grants to Licensee on the terms and conditions set forth in this Schedule, a limited, non-exclusive and non-transferable license to access and use the Licensed Software during the subscription period set forth in the Order solely for Licensee's internal governmental purposes.

b) The Licensed Software may run on platforms or include software, including open source software, made available by one or more third parties.

c) To the extent any Licensed Software provided to Licensee hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Licensed Software is licensed to Licensee by Deloitte Consulting as agent for its product company subsidiary, Deloitte Consulting Product Services LLC, on the terms contained herein.

3. Responsibilities. Any information or data provided by Licensee or its Users for use in connection with the Licensed Software or any information created or generated from the use of or derived from such Licensee provided data or information and any information or data input or uploaded by Licensee or its Users to the Licensed Software will be "Licensee Data" hereunder, also referred to as "State Data" in the Contract. Licensor will not be responsible for, among other things (a) the accuracy and completeness of any Licensee Data and/or third party data or information provided by Licensee for use in connection with the Subscription Offering, or (b) maintaining any rights and consents required for any use, transfer or any other processing of any Licensee Data in connection with the Subscription Offering. As between the parties, Licensee will at all times own all Licensee Data. Licensee agrees that any Licensee Data provided by Licensee hereunder may only be used by Deloitte Consulting solely for the purpose of the provision of the Subscription Offering, including modifications and enhancements thereto necessary for the provision of the Subscription Offering. Licensor will not be responsible for the performance of Licensee's personnel and agents in maintaining Licensee's software, hardware and other equipment used by Licensee to access and use the Licensed Software.

4. Restrictions on Use.
a) The Subscription Offering shall be solely for Licensee's benefit and internal governmental purposes, and is not intended to be relied upon by any person or entity other than Licensee.

b) The Licensed Software is available only for authorized users of Licensee ("***Users***"). Users may be Licensee's employees or third-party contractors of Licensee who need to use the Licensed Software on Licensee's behalf in connection with their provision of services to Licensee subject to any restrictions on such third-party contractors set forth in the Order. Licensee will not permit any User ID or User login to be used by more than one individual. Licensee is responsible for all activities conducted under its Users' logins and for ensuring Users comply with the terms of this Schedule and the Order. Licensee and its Users are responsible for maintaining the security of its and their accounts and passwords to prevent and restrict the access and use of the Licensed Software from unauthorized individuals.

c) Licensee is prohibited from and shall not: (i) de-compile, reverse engineer or disassemble the Licensed Software or apply any other process or procedure to derive the source code thereof, or allow any third party to do so; (ii) sell, re-license, rent, lease, provide service bureau or timeshare access to, the Licensed Software; (iii) use the Licensed Software for incorporation in any device, article, commodity, product or goods for use by or sale or lease to third parties, or for the provision of services to third parties; (iv) except as expressly provided in the Order, modify, publish, transmit, reproduce, create derivative works from, distribute, perform, display or in any way exploit the Licensed Software in whole or in part; or (v) use the Licensed Software or the output thereof in any way that (1) violates applicable law, rule or regulation, including the export, re-export, access or use of the Licensed Software, either directly or indirectly, in violation of the U.S. economic sanctions or export controls laws and regulations, or (2) is not authorized by these terms. In addition, Licensee shall not use or permit third parties to use the Licensed Software in any way that (A) interferes with or disrupts other network users, network services or network equipment, including spamming; (B) results in the introduction of computer worms or viruses; (C) involves the use of false identities; (D) attempts to gain unauthorized entry to any servers or databases through which such Licensed Software is provided; or (E) transmits, stores, displays, distributes or otherwise makes available content or Licensee Data that is illegal, fraudulent, infringing or offensive**.**

d) The Subscription Offering embodies valuable copyright, patent, trademark, trade secret and other intellectual property rights owned or licensed by Deloitte Consulting. Deloitte Consulting or its licensors retain all right, title and interest in all such proprietary rights and property, and Licensee shall have no interest in any such rights or property, nor will anything contained herein constitute a license or grant of any rights to Licensee with respect to any copyright, patent, trademark, trade secret or any other intellectual property right other than as specifically provided in Section 2(a) hereof.

e) Deloitte Consulting reserves the right, at any time, to review Licensee's use of the Licensed Software to confirm compliance with the terms hereof, and to take such action as it deems necessary, including suspension of a User's access to the Licensed Software if there has been a violation of such restrictions.

f) All Licensee Data in the Subscription Offering will remain in the continental United States including any backups thereof.

5. Updates, Modifications and Enhancements. Except for the Support and Maintenance, Deloitte Consulting shall have no obligation hereunder to provide updates, modifications or enhancements to the Licensed Software, or to provide maintenance, support or other services with respect to the Licensed Software. Any updates, modifications or enhancements to the Licensed Software as part of the Support and Maintenance or otherwise shall be and remain the sole and exclusive property of Deloitte Consulting. Any Work Product as that term is defined and used in the Contract will be governed by the terms of the Contract. The term "Licensed Software" as used herein shall include such updates, modifications or enhancements.

6. Data Security. No Data Security terms of the Contract, including without limitation Schedule E shall apply to the Subscription Offering, notwithstanding anything in the Contract to the contrary, and instead the terms herein shall apply with respect to the Licensed Software. Deloitte Consulting will maintain appropriate administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Licensee Data resident in the Licensed Software, including as set forth in Attachment 3. To the extent Deloitte Consulting is Processing Personal Data (as each such term is defined in Attachment 4) in connection with the Licensed Software, the terms of Attachment 4 shall apply.

7. Limited Warranty and Disclaimer. Deloitte Consulting represents and warrants that (i) the Support and Maintenance will be provided in a professional and workmanlike manner, (ii) the Licensed Software will substantially conform to its then-current Documentation for such Licensed Software, and (iii) it has the right to grant the license to the Licensed Software as set forth herein. Deloitte Consulting does not represent or warrant that the Subscription Offering will meet Licensee's requirements or that operation of the Licensed Software will be uninterrupted or error free. DELOITTE CONSULTING DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. Indemnification. No Indemnification terms of the Contract, including without limitation Sections 17 and 18, shall apply to the Subscription Offering, notwithstanding anything in the Contract to the contrary, and instead the terms herein shall apply with respect to the Licensed Software. Deloitte Consulting agrees to defend Licensee from all third party claims that the Licensed Software infringes a patent or copyright or constitutes an unauthorized use of any trade secret of such third party, and to indemnify and hold harmless Licensee from any damages, liabilities and costs except to the extent that such infringement or unauthorized use arises from (i) modification of such Licensed Software other than by Deloitte Consulting or its licensors, or use of thereof in a manner not permitted by this Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by Deloitte Consulting, or (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party. If Licensee's use of such Licensed Software, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Deloitte Consulting, at its option and expense, shall have the right to (x) procure for Licensee the continued use of such Licensed Software, (y) replace such Licensed Software with a non-infringing item, or (z) modify such Licensed Software so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Deloitte Consulting, the replacement or modified Licensed Software is capable of performing substantially the same function. In the event Deloitte Consulting cannot reasonably procure, replace or modify the Licensed Software in accordance with the immediately preceding sentence, Deloitte Consulting may require Licensee to cease use of such Licensed Software and refund Licensee as applicable a pro-rata portion of the license fee paid by Licensee for the affected Licensed Software. The foregoing provisions of this sub-Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of Deloitte Consulting, relating to a claim that any Licensed Software infringes any patent, copyright or other intellectual property right of a third party.

9. Limitation on Damages. The limitation of liability terms of the Contract, including without limitation Section 19, shall apply to the Subscription Offering, notwithstanding anything in the Contract to the contrary, and instead the terms herein shall apply with respect to the Licensed Software. Neither party, or their respective personnel shall be liable for any claims, liabilities, or expenses relating to this Schedule ("***Claims***") for an aggregate amount of $200,000. In no event shall a party, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense, relating to this Schedule. The terms of this Section shall not apply to any Claim for which Deloitte Consulting has an express indemnification obligation under this Schedule for when the Subscription Offering infringes a third party's intellectual property rights, or to the extent resulting from a party's bad faith or intentional misconduct. In circumstances where any limitations or exculpations set forth herein are unavailable, the aggregate liability of a party and its respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

Attachment 1
ORDER

1. Licensed Software: Deloitte Consulting will provide the following Licensed Software subject to the terms and conditions set forth in the Agreement and this Order:

Licensed Software	Description
Navigator (SaaS version)	A digital learning tool that helps to manage user navigation and learning in browser-based applications and creation of navigational on-screen guidance. Captures and leverages user navigation in systems and provides reports and dashboards to enable project teams to understand and identify learning needs.

2. Subscription Fees: Licensee shall pay the following fees for the Subscription Offering. Fees are exclusive of any applicable taxes, including applicable sales and use tax, which will be billed at actuals.

Fee Type	License Term	Amount*	Pricing Includes
Setup Fee	One Time Charge	$96,166*	Set up and configuration of the Licensed Software to a single Licensee environment, plus a kick-off meeting to review responsibilities, address Licensee-specific requirements, identify org structures, user groups, and roles, and 2 hours of virtual administrator training.
Annual subscription license fee	Initial Term: December 15, 2025 – December 14, 2026	$87,333*	• Up to 4 administrator accounts for Licensee tour creation • Up to 1500 concurrent Users • Use of the Licensed Software as a Plug-In for a single Licensee application • Use of the Licensed Software within two Licensee environments (1 training environment and 1 production environment)
	Optional Renewal Term #1: December 15, 2026 – December 14 day, 2027	$69,928	• Up to 4 administrator accounts for Licensee tour creation • Up to 1500 concurrent Users • Use of the Licensed Software as a Plug-In for a single Licensee application • Use of the Licensed Software within a single Licensee environment (1 production environment)
	Optional Renewal Term #2: December 15, 2027 – December 14, 2028	$69,928	

***** The amounts identified with asterisks above have been built into the revised contract pricing (Schedule B) attached to the CN to which this Schedule is attached and are noted here solely for clarity and do not require any additional or separate payment by Licensee.

3. Add-Ons. The following Add-Ons may be obtained by Licensee during the term of the Order at the costs set forth below. If Licensee desires to add any of these additional items, it may do so by providing written notice to Deloitte Consulting.

Additional Costs	Cost*
Additional block of 500 concurrent Users	$2,864 per year
Additional Tour Creator Accounts	$200 per additional login, per year
Use of Licensed Software in an Additional Licensee Environment	$17,405 per environment, per year

Ongoing COE Support to support the adoption and use of Navigator consisting of • answer "how-to" questions and provide up to 3 additional 2-hour virtual administrator training sessions as requested by the Licensee • analyze the monthly Navigator usage data and make recommendations on changes required to existing tours or new tours that should be developed • provide updates to existing tours that may be needed due to system updates, enhancements or releases as agreed with Licensee	$ 35,381 per year

**the additional costs for any Add-Ons added during a subscription year will be prorated for the remainder of such year.*

4. License Term: The term of this Order is for the initial period set forth above (the "***Initial Term***"). In addition, Licensee will have the option of renewing this Order for a maximum of two successive one (1) year periods (each a "***Renewal Term***") by giving Deloitte Consulting written notice of renewal at least thirty (30) days prior to the expiration of the then-current term.

5. Support and Maintenance: Included in the subscription fee is standard Support and Maintenance for the Licensed Software as set forth in Attachment 2 of the Agreement.

6. Payment Terms: The annual subscription license fee for the Initial Term and the one-time set up fee has been built into the revised contract pricing (Schedule B) to the CN to which this Schedule C is attached. State will make payment for these items pursuant to that schedule and no additional fees are due hereunder. Costs for Add-Ons will be invoiced as incurred. Subsequent year annual subscription license fees for each Renewal Term (inclusive of any Add-Ons from the previous year) will be invoiced at the beginning of each Renewal Term. Licensee will pay invoices as set forth in Section 3 of the Agreement.

7. Requirements and Assumptions. The following is a list of requirements and assumptions upon which this Order is based. Any failure of or deviation from these requirements or assumptions may affect the ability of Licensee to use the Licensed Software and may result in changes to the fees set forth herein.

- Licensor is not responsible for the quality of Licensee's data from Licensee systems of record.
- Licensee will make Licensee data available as necessary and applicable.
- Licensee will provide all data needed from the source system to the Licensed Software in the required standardized data input files.
- Licensee will provide all data needed for the set-up of the Licensed Software, including, but not limited to, names and contact information for users, information necessary for the configuration of the Licensed Software, information about testing system connections required, and other information specific to Licensee necessary for the full function of the Licensed Software.
- No Personal Data or other sensitive information should be loaded into the Licensed Software.

8. Single Sign On/Federation Requirements. If Licensee has requested a single sign-on process (also known as federation) in connection with the Licensed Software where Licensee will authorize Users of the Licensed Software to access the Licensed Software through federation from Licensee's own domains that are under the control of Licensee, then Licensee acknowledges and agrees to the following:

- Licensee will reasonably cooperate with Deloitte Consulting to support its processes for commissioning, maintaining, and, at the appropriate time, decommissioning the federation.
- Licensee will maintain identification and authentication processes for granting access to its systems used to connect to the Licensed Software through federation, including a process for uniquely identifying and issuing credentials to each User, to be used only and maintained as confidential by each such User, and using and maintaining multifactor authentication with Users.

- As it applies to its systems and accounts used to access the Licensed Software through federation, Licensee will use and maintain commercially reasonable and industry standard security measures, including with respect to: (a) account and authentication lifecycle and management (including strong authentication and the joiner/mover/leaver processes); (b) logging and monitoring; (c) vulnerability management; (d) network security management; (e) encryption management; (f) certificate management; (g) the management of system maintenance; and (h) restricting the accounts that have federated access to the Licensed Software based on user roles and requirements.
- Licensee has and will maintain a security incident response program and will promptly notify Deloitte Consulting after discovery of any event that results in, or reasonably could result in, unauthorized access to, or unauthorized use of, the Licensed Software through federation.

Attachment 2

SUPPORT AND MAINTENANCE

Support Scope

Standard Support and Maintenance for the Licensed Software consists of the following:

Resolution of incidents ("break-fix" maintenance) and root cause analysis support to address Licensed Software and/or computing infrastructure problems, performance monitoring and management, patching, security and access control management, and the resolution of end user support requests.

Support Coverage

- Deloitte Consulting's support team will be available 5 days a week (Monday through Friday) from 8am to 5pm Eastern Time (business hours), excluding Deloitte Consulting and US national holidays.
- The support team can be contacted at a designated email address and / or phone number as provided in the Licensed Software.
- Support requests will be captured in an online ticketing system defined by Deloitte Consulting. Users will be asked to provide a detailed description of the request or the incident, which may include steps needed to recreate the incident, screen captures of any error messages and relevant context for the incident. Deloitte Consulting will track all incidents in this ticketing system, including documenting the severity classification and resolution of each incident.

Service Levels

Severity Level	Description	Target Response Time	Target Resolution Time	Measure Type
Severity 1 (Critical)	*Incident is of critical nature with significant impact (i.e., business interruption) – i.e., the Licensed Software is not accessible or not functioning*	*2 business hours*	*8 business hours*	*Resolution goal 95% within target*
Severity 2 (High)	*Significant impairment of the Licensed Software functionality or performance is seriously degraded, but operational. The problem impacts a majority of, but not all, users*	*4 business hours*	*1 business day*	*Resolution goal 95% within target*
Severity 3 (Medium)	*The performance of the Licensed Software is noticeably impaired but continues to be accessible and functional*	*1 business day*	*3 business days*	*Resolution goal 80% within target*
Severity 4 (Low)	*Errors affecting ease of Licensed Software operation or causing improper display of information, or an authorized user of the Licensed Software requires information or assistance on the capabilities, configurations or operation of the Licensed Software*	*2 business days*	*N/A*	*N/A*

"Response Time" means the time measured from the point at which Deloitte Consulting receives a notification from Licensee of an issue with the Licensed Software and the time when Deloitte Consulting issues a tracking number to Licensee for such support request.

"Resolution Time" means the identification of a fix or workaround. It does not mean implementation of the resolution. The time to implement the resolution may vary depending upon the nature of the fix or workaround. Estimated, but not committed, time to implement the resolution will be communicated at the time the resolution is identified. A fix will be scheduled to be implemented upon a mutually agreed-upon schedule.

Licensed Software Availability

Deloitte Consulting will use commercially reasonable efforts to make the Licensed Software available 95% per month, less scheduled maintenance or unavailability caused by circumstances beyond Deloitte Consulting's control, including, downtime as a result of Licensee's network issues, issues as a result of Data errors or unanticipated Data volume, or events of force majeure.

Attachment 3

DATA SECURITY

1. Information Security Program

Deloitte Consulting will maintain an information security program with documented policies, standards, and operational practices, and comply with all data security and privacy laws applicable to Deloitte Consulting in connection with its processing, including storage and hosting, of Licensee Data within the Licensed Software pursuant to this Agreement.

2. Safeguards

2.1 As part of its information security program, Deloitte Consulting will maintain administrative, technical and physical safeguards in connection with the Licensed Software that are designed (a) to protect the security, confidentiality and integrity of the Licensee Data; (b) to guard against security incidents; and (c) in compliance with ISO 27001 and ISO 27002 or similar prevailing industry standards.

2.2 Such safeguards, processes and controls will include, at a minimum, the following:

a) access controls that grant access to Licensee Data within the Licensed Software only to authorized personnel and remove access from personnel when are no longer authorized to have such access;

b) use of secure coding practices as part of the software development life cycle (SDLC) for the Licensed Software;

c) administrative controls applicable to personnel, such as communication of all applicable information security policies, background checks, security awareness training and disciplinary processes;

d) physical and environmental security of facilities, including ingress and egress logs;

e) maintenance of a security incident management program;

f) network perimeter security, including intrusion prevention systems, firewalls, activity logging and other measures preventing attacks and restricting access to authorized individuals;

g) vulnerability management, including patching and virus scanning;

h) change management processes whereby change requests for the Licensed Software are formally approved by appropriate Deloitte Consulting personnel before changes are made to the Licensed Software, and regression and other security testing prior to installing upgrades, code fixes, or enhancements to the Licensed Software application;

i) encryption of Licensee Data while hosted within the Licensed Software during transit and at rest;

j) controls designed to protect the Licensed Software against viruses, malware or malicious code or other threats that may cause the Licensed Software or Licensee Data within it to become compromised;

k) a process for regularly testing, assessing and evaluating the effectiveness of security controls, including penetration testing and internal audit; and

l) procedures to logically segregate Licensee Data within the Licensed Software from data belonging to any other licensees of the Licensed Software.

2.3 In response to evolving technologies, industry standards, and marketplace expectations, from time to time Deloitte Consulting may upgrade or modify the safeguards, processes and controls that it is required to maintain hereunder; provided that such changes do not diminish the overall level of information security afforded to the Licensee Data by the processes and controls described hereunder.

2.4 Deloitte Consulting will only collect, access, use, or share Licensee Data, or transfer Licensee Data to authorized third parties, in connection with the performance of its obligations hereunder or under the original Contractual Agreement or the applicable Order, or to comply with legal obligations. Deloitte Consulting will not make any secondary or other use (e.g., for the purpose of data mining) of Licensee Data except (a) as expressly authorized in writing by Licensee in connection with Licensee's use of the Licensed Software, or (b) as required by law.

2.5 Deloitte Consulting assists its licensees in fulfilling their data privacy obligations to respond to: (a) requests from individuals with respect to their Personal Data Processed (as defined in Attachment 4) by Deloitte Consulting; or (b) questions relating to Deloitte Consulting's Processing of Personal Data.

3. Business Continuity Program

Deloitte Consulting maintains an enterprise business continuity management program for the recovery of business processes, systems and associated data used to provide the Licensed Software. Such program includes emergency response and disaster recovery procedures (including backup capabilities) designed to restore essential business functions and processes within a reasonable period following the occurrence of a disaster or other unplanned interruption. The business continuity management program shall be reviewed and tested at least annually. Upon written request, Deloitte Consulting will provide summary information to Licensee regarding its business continuity management program and make appropriate personnel available for discussion.

4. Data Back-up

As part of its disaster recovery processes, Deloitte Consulting will use industry standard processes for backups and/or data redundancy of Licensee Data in the Licensed Software. All backup media is encrypted during transit and at rest and securely transported.

5. Security Incident

In the event Deloitte Consulting discovers an unauthorized access to or disclosure of Licensee Data in Deloitte Consulting's possession or control that compromises the confidentiality, integrity or availability of such Licensee Data (a "Security Incident"), Deloitte Consulting will (i) promptly notify Licensee thereof without undue delay (but in no event more than 24 hours) after confirming the Security Incident), investigate and take appropriate steps to halt the Incident (if it is ongoing), and remediate the root cause of the Security Incident, and (iii) provide cooperation reasonably requested by Licensee in the furtherance of its investigation, or its preparation of notifications to send to affected individuals, applicable regulators, or other relevant third parties.

6. Return or Disposal of Licensee Data

Upon termination or expiration of the applicable Order and Licensee's written request, Deloitte Consulting will destroy, or, if requested by Licensee, return, Licensee Data maintained within the Licensed Software, except as otherwise required by any law, regulation or professional standard. Acceptable methods of destruction are (i) physical destruction of the media containing such Licensee Data, (ii) deleting or otherwise modifying the Licensee Data to make it unreadable, unreconstructable and indecipherable, or (iii) any other method specified in NIST Special Publication 800-88 Guidelines for Media Sanitization.

7. Third Party Hosting Provider

Licensee acknowledges that the Licensed Software runs on Amazon Web Services (AWS) and additional information about the standards and related practices for its cloud security is set out at Amazon Web Services' website at https://aws.amazon.com/whitepapers/#security.

Attachment 4

DATA PROTECTION

1. Definitions

Capitalized terms used but not defined in this Attachment shall have the meanings set forth in the Agreement.

1.1. "**Data Protection Laws**" means data privacy laws addressing the protection of information relating to an identified or identifiable natural person to the extent applicable to performance hereunder, including United States federal and state data security and privacy laws and any other applicable laws such as the EU General Data Protection Regulation (2016/679).

1.2. "**Data Subject**" means any individual about whom Personal Data may be Processed under the Agreement.

1.3. "**Personal Data**" has the meaning given by applicable Data Protection Laws but shall be restricted to information of a Data Subject that Licensee provides to Deloitte Consulting in connection with the Licensed Software as identified in Section 3 below.

1.4. "**Personal Data Breach"** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

1.5. "**Process**", "**Processed**" or "**Processing**" means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, transfer, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, transfer or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data.

1.6. "**Subprocessor**" means any third party that Deloitte Consulting engages to Process Personal Data on behalf of Deloitte Consulting to provide the Licensed Software.

2. Data Processing and Protection

2.1. **Limitations on Use; Instructions**. Deloitte Consulting shall and require that Subprocessors shall, Process Personal Data only on behalf of Licensee in accordance with the Agreement, this Attachment, Data Protection Laws to which Deloitte Consulting is subject, or documented instructions of Licensee set forth in the Agreement or otherwise. Licensee shall limit disclosures of Personal Data to Deloitte Consulting or Subprocessors to the minimum necessary for Deloitte Consulting or Subprocessors to provide the Licensed Software. Deloitte Consulting shall not sell, retain, use or disclose, Personal Data to any third party as such terms are defined under applicable Data Protection Laws other than for its performance under the Agreement. Deloitte Consulting certifies that it understands the restrictions on Processing of Personal Data as set forth in this Section.

2.2. **Processing**. The details of Processing are described in Section 3 (Data Processing Details) below.

2.3. **Confidentiality**. Deloitte Consulting shall, and require that Subprocessors shall, limit access to authorized personnel who need to access Personal Data for the purpose of performing Deloitte Consulting's obligations under the Agreement, and who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

2.4. **Security**. Deloitte Consulting shall require its Subprocessors to implement and maintain an information security program with appropriate technical and organizational measures to protect the security of Personal Data to a level of security appropriate to the risk, in particular, from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

2.5. **Subprocessors**. Licensee hereby provides a general authorization for the Processing of Personal Data by (a) vendors providing a component of the Licensed Software under the Agreement, and (b) contractors to the extent necessary, while providing ancillary administrative, infrastructure and other support services to Deloitte Consulting. Deloitte Consulting shall not disclose, transfer and/or grant access to Personal Data to a Subprocessor unless Deloitte Consulting: (i) executes a written agreement with Subprocessor that contains substantially similar data protection obligations imposed on Deloitte Consulting by this Attachment, including implementing appropriate technical and organizational measures; and (ii) remains fully responsible for Subprocessor's failure to fulfill its obligations with respect to the Processing of Personal Data as if Deloitte Consulting had failed to fulfill such obligations.

2.6. **Data Subject Requests**. Deloitte Consulting shall promptly notify Licensee, unless specifically prohibited by applicable law, if Deloitte Consulting or Subprocessor receives: (a) any request from a Data Subject with respect to Personal Data Processed; or (b) any complaint relating to the Processing of Personal Data. Deloitte Consulting shall reasonably assist Licensee, at Licensee's expense, to comply with any exercise of rights by a Data Subject under applicable Data Protection Laws with respect to relevant Personal Data.

2.7. **Audit.** Upon written request, Deloitte Consulting shall make available to Licensee information on its Processing of Personal Data necessary to demonstrate Deloitte Consulting's compliance with its obligations herein. To the extent relevant, this may include third party assessments or certifications of certain of Deloitte Consulting's information technology controls. Licensee shall not disclose such third party assessments, or refer thereto in any communication, to any other person or entity. Third party assessments or certifications with respect to the data centers hosting the Licensed Software are accessible via Amazon Web Services' website at https://aws.amazon.com/whitepapers/#security provides the right to request limited audit rights where applicable to certain regulated data.

2.8. **Breach Notice**. Deloitte Consulting shall notify Licensee in writing without undue delay after becoming aware of any Personal Data Breach, providing Licensee with sufficient information to allow Licensee to meet its obligations under applicable Data Protection Laws to report to or inform Data Subjects and applicable regulators of the Personal Data Breach.

2.9. **Breach Response**. Deloitte Consulting shall take appropriate steps to (a) investigate any Personal Data Breach, and (b) provide cooperation reasonably requested by Licensee in the furtherance of its investigation, or its preparation of notification to send to affected Data Subjects, applicable regulators, or other relevant third parties.

2.10. **Return or Disposal**. Upon termination or expiration of the applicable Order and Licensee's written request, Deloitte Consulting shall and require that Subprocessors shall, cease Processing Personal Data and shall destroy, or, if directed by Licensee, shall return Personal Data in Deloitte Consulting's or Subprocessor's possession or control, except as otherwise required by any law, regulation or professional standard.

2.11. **General Cooperation**. Upon written request, Deloitte Consulting shall make available information with respect to Deloitte Consulting's Processing of Personal Data to reasonably assist Licensee in fulfilling its obligations under applicable Data Protection Laws with respect to maintaining the security of Personal Data, and conducting privacy and data protection impact assessments.

3. Data Processing Details

Categories Of Data Subjects Whose Personal Data Is Transferred:	employees or contractors of Licensee operating as Users of the Licensed Software
Categories Of Personal Data Transferred:	names and email address of Users for purposes of providing User IDs to access the Licensed Software provided by Deloitte Consulting to Licensee
Sensitive Data Transferred (If Applicable) And Applied Restrictions Or Safeguards That Fully Take Into Consideration The Nature Of The Data And The Risks Involved, Such As For Instance Strict Purpose Limitation, Access Restrictions (Including Access Only For Staff Having Followed Specialized Training), Keeping A Record Of Access To The Data, Restrictions For Onward Transfers Or Additional Security Measures:	None.
The Frequency Of The Transfer (E.G. Whether The Data Is Transferred On A One-Off Or Continuous Basis):	Continuous basis while Deloitte Consulting is providing the Licensed Software.
Nature Of The Processing:	Deloitte Consulting provides the Licensed Software as further described in the Agreement
Purpose Of The Data Transfer And Further Processing:	The purpose of the data transfer and further processing is to enable Deloitte Consulting to provide the Licensed Software to Licensee as set forth in the Agreement.
The Period For Which The Personal Data Will Be Retained, Or, If That Is Not Possible, The Criteria Used To Determine That Period:	The duration of the Processing is for so long as Deloitte Consulting provides the Licensed Software for Licensee or Processes Personal Data.
For Transfers To (Sub-) Processors, Also Specify Subject Matter, Nature And Duration Of The Processing:	Processing by (sub)-processors in support of Deloitte Consulting related to the provision of the Licensed Software to Licensee as set forth in the Agreement.

STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **7**
to
Contract Number **230000000704**

CONTRACTOR	
	DELOITTE CONSULTING LLP
	30 Rockefeller Plaza
	New York NY 10112
	John Petrovich
	312-486-4493
	jpetrovich@deloitte.com
	CV0001354

STATE			
	Program Manager	Various	Various
	Contract Administrator	David Stohrer	DTMB
		517-896-4043	
		StohrerD1@michigan.gov	

CONTRACT SUMMARY			
Unemployment Insurance Solution			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 1, 2023	April 30, 2028	5 - 1 Year	December 14, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐	0 Years	
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$55,797,858.00	$0.00		$55,797,858.00	

DESCRIPTION
Effective 9/12/2025, the project schedule is amended to include revised dates for the following major milestones: • New Infra & R1 Schedule Table • Major Milestone - TTT • Major Milestone - User Training • Major Milestone - PRD Environment Setup • New R2 Schedule Table • Major Milestone - UAT TC Creation • Major Milestone - Cutover / Go Live • Change to Revised Schedule - Start Date Only. R2 End Date and Go-Live remains unchanged. The revised schedule will provide additional value to the State by providing more time for training activities at no additional cost and will not change R1 or R2 go-live. Project timeline documentation is attached below. The project deliverable schedule is amended to include revised dates to align with the project schedule from CN 6 and as listed in the Deliverable Schedule Update table. 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
LEO	Britton Mailand	313-456-3190	mailandb@michigan.gov
DTMB	John Walker	313-456-3814	walkerj5@michigan.gov

IT STATEMENT OF WORK

Scope of Work:

This Change Notice includes several changes for the State's Unemployment Insurance Solution project. They are being aggregated into this Contract Change Notice (CN) and cover the following requests:

#	General Changes		Additional Cost
1	Schedule Update		$0.00
2	Deliverable Schedule Update		$0.00
	Total		$0.00

Schedule Update

The overall Gantt chart for the updated timeline is included below.

Major Milestone Timeline

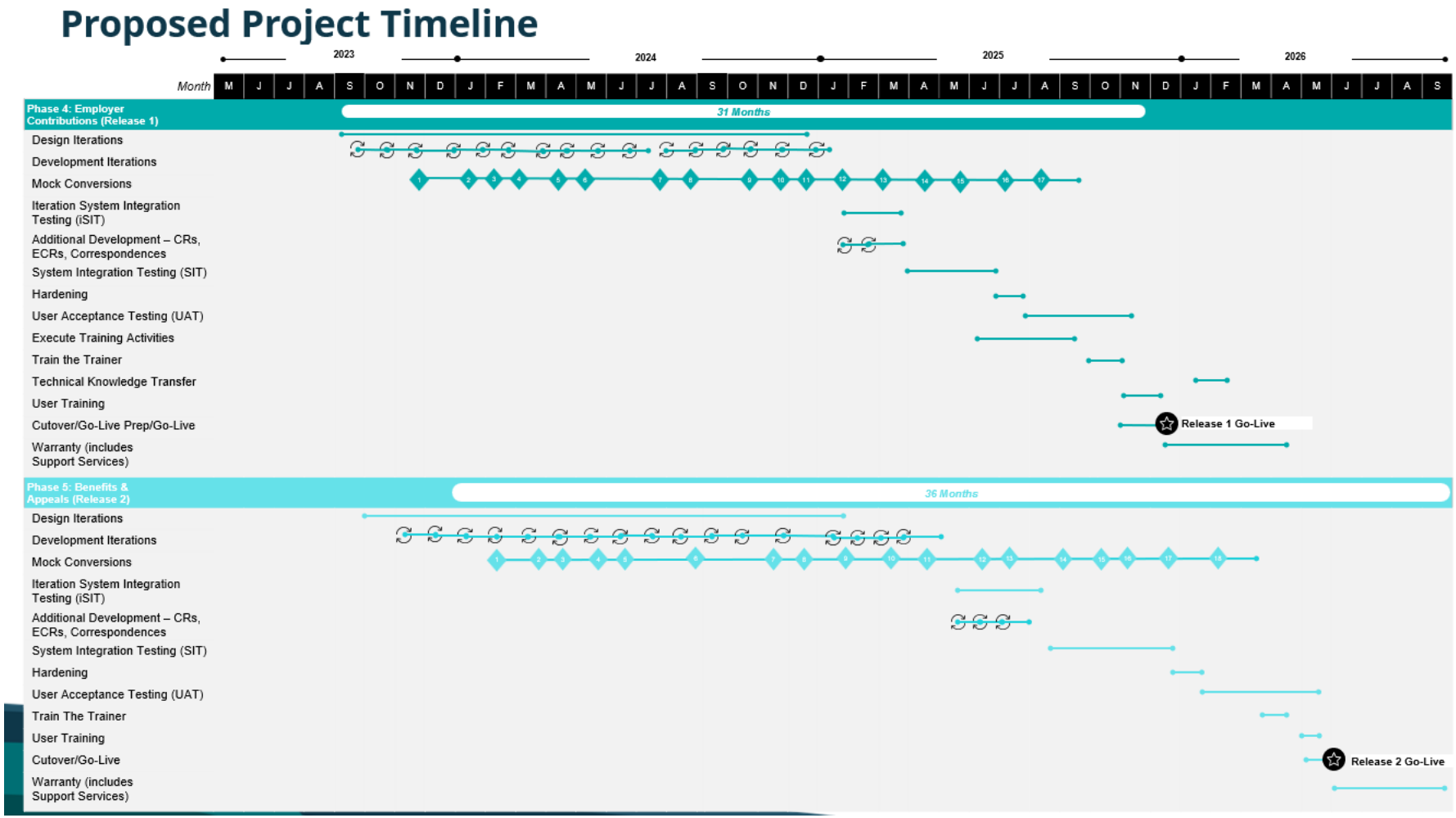
The following tables reflect the updates to R1 and R2 Schedule timelines from the current baseline.

	New Infra & R1 Schedule					
Major Milestones	Baseline Schedule			Revised Schedule		
	Start Date	End Date	# Weeks	Start Date	End Date	# Weeks
Dev	9/27/2023	1/10/2025	68	9/27/2023	1/10/2025	68
iSIT	1/27/2025	3/21/2025	8	1/27/2025	3/21/2025	8
Additional Dev	1/27/2025	3/21/2025	8	1/27/2025	3/21/2025	8
SIT Environment Setup	12/11/2023	1/26/2024	7	12/11/2023	1/26/2024	7
SIT TC Creation	2/26/2024	3/21/2025	56	2/26/2024	3/21/2025	56
SIT TC Rolling Review	4/29/2024	3/28/2025	48	4/29/2024	3/28/2025	48
SIT Execution	3/31/2025	6/27/2025	13	3/31/2025	6/27/2025	13
SIT Execution with State	4/28/2025	6/27/2025	9	4/28/2025	6/27/2025	9
Hardening (SIT)	6/30/2025	7/25/2025	4	6/30/2025	7/25/2025	4
TEST Environment Setup	3/3/2025	7/18/2025	21	3/3/2025	7/18/2025	21
UAT TC Creation	7/22/2024	7/25/2025	53	7/22/2024	7/25/2025	53
UAT Execution	7/28/2025	11/7/2025	15	7/28/2025	11/7/2025	15
TRN Environment Setup	4/1/2025	6/30/2025	13	4/1/2025	6/30/2025	13
TTT	9/2/2025	10/3/2025	5	9/29/2025	10/31/2025	5
User Training	10/20/2025	11/21/2025	5	11/3/2025	12/12/2025	6
PRD Environment Setup	6/2/2025	9/12/2025	16	7/7/2025	9/24/2025	12
Cutover/ Go Live Prep / Go Live	11/10/2025	12/14/2025	5	11/10/2025	12/14/2025	5
Warranty	12/15/2025	4/14/2026	17	12/15/2025	4/14/2026	17

	New R2 Schedule

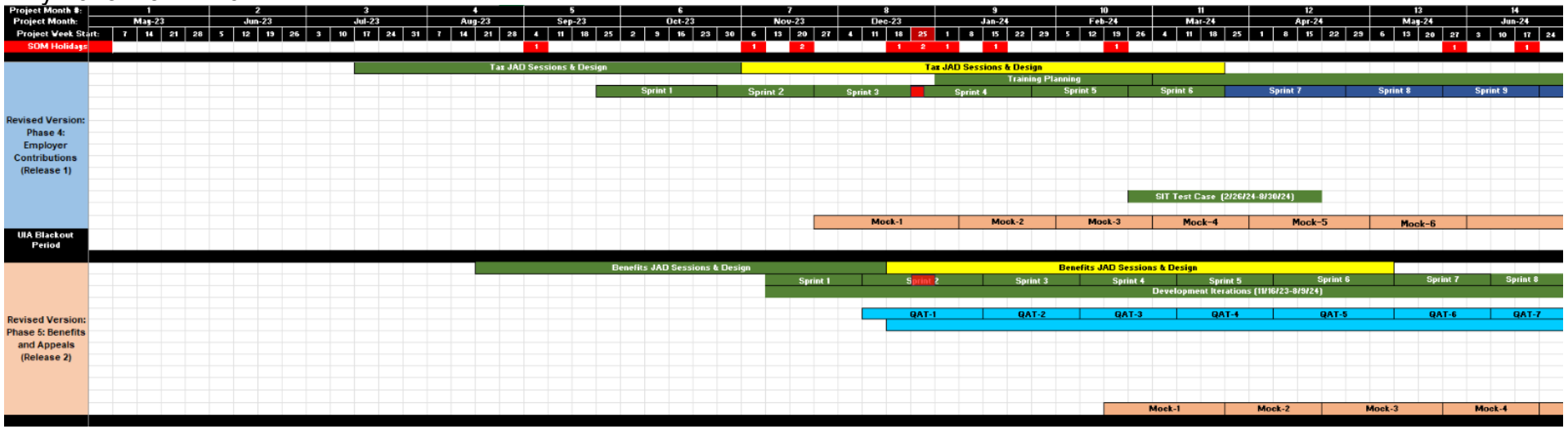
Major Milestones	Baseline Schedule				Revised Schedule		
	Start Date	End Date	# Weeks		Start Date	End Date	# Weeks
Dev	11/16/2023	5/2/2025	77		11/16/2023	5/2/2025	77
iSIT	5/19/2025	8/8/2025	12		5/19/2025	8/8/2025	12
Additional Dev	5/19/2025	8/1/2025	11		5/19/2025	8/1/2025	11
SIT TC Creation	4/29/2024	8/8/2025	67		4/29/2024	8/8/2025	67
SIT TC Rolling Review	5/6/2024	8/15/2025	67		5/6/2024	8/15/2025	67
SIT Execution	8/18/2025	12/19/2025	18		8/18/2025	12/19/2025	18
SIT Execution with State	9/15/2025	12/19/2025	14		9/15/2025	12/19/2025	14
Hardening (SIT)	12/22/2025	1/16/2026	4		12/22/2025	1/16/2026	4
UAT TC Creation	12/3/2025	4/24/2026	21		4/1/2025	1/9/2026	41
UAT Execution	1/20/2026	5/15/2026	17		1/20/2026	5/15/2026	17
TTT	3/23/2026	4/10/2026	3		3/23/2026	4/10/2026	3
User Training	4/27/2026	5/29/2026	5		4/27/2026	5/29/2026	5
Cutover / Go Live	5/18/2026	5/31/2026	2		5/4/2026	5/31/2026	4
Warranty	6/1/2026	9/25/2026	17		6/1/2026	9/30/2026	17

Timeline Visual

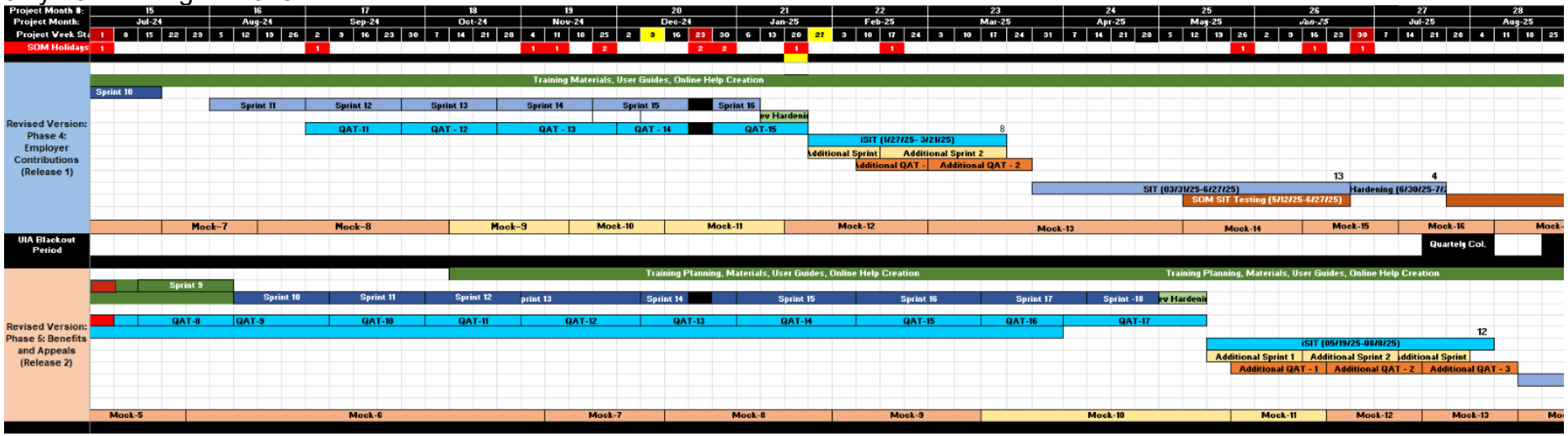


High-Level Gantt Chart

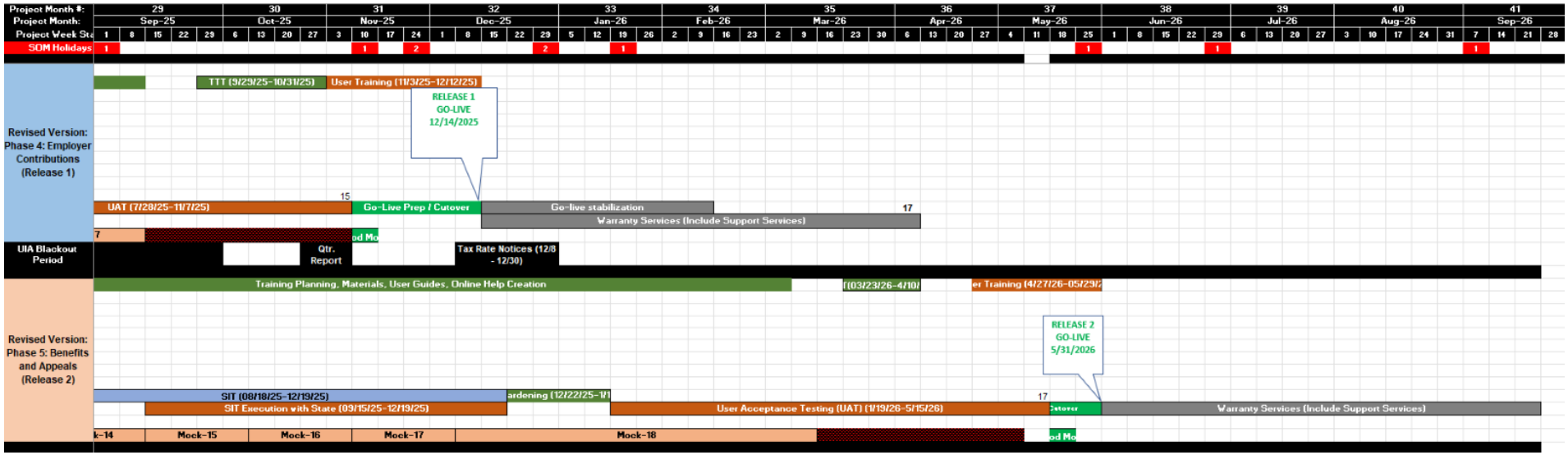
May 2023 – June 2024



July 2024 – August 2025



September 2025 – September 2026



Deliverable Schedule Update

Del ID	Name	Baseline Submission Date (CN4)	Revised Submission Date (CN6 - MPP)
12	Deliverable 12: Validate Test and Production environments	6/28/2024	8/29/2025
16 (R1)	Deliverable 16: Solution Implementation Plan (R1)	-	9/5/2025
16 (R2)	Deliverable 16: Solution Implementation Plan (R2)	-	3/31/2026
34	Deliverable 34: Training Plan	8/23/2024	8/29/2025
35	Deliverable 35: Validate Test and Production environments	8/23/2024	4/30/2026
38	Deliverable 38: Organizational Transition Impact	9/13/2024	1/16/2026
40	Deliverable 40: Final Training Documentation	12/20/2024	Sub #1: 9/9/2025 Sub #2: 11/3/2025

41	Deliverable 41: Updated Project Implementation Plan	12/20/2024	10/17/2025
42	Deliverable 42: Readiness Report	1/31/2025	11/19/2025
43	Deliverable 43: Updated Cutover Plan and Schedule	1/31/2025	11/13/2025
44	Deliverable 44: Test Cases and Test Scripts	8/2/2024	8/8/2025
45	Deliverable 45: Impact and Readiness Assessment	10/31/2024	6/25/2025
46	Deliverable 46: Final Implementation Document	2/18/2025	1/16/2026
47	Deliverable 47: UAT Support and UAT Results	2/10/2025	11/12/2025
48	Deliverable 48: Final Test Results Report	3/10/2025	11/12/2025
49	Deliverable 49: Final Acceptance	2/18/2025	12/19/2025
50	Deliverable 50: Training Completion Report	2/14/2025	12/19/2025
51	Deliverable 51: Final As-Built System Documentation	2/18/2025	12/19/2025
52	Deliverable 52: Cutover Completion Report	2/18/2025	12/22/2025
53	Deliverable 53: Report Adoption Metrics	3/18/2025	2/6/2026
54	Deliverable 54: Technical Documentation for Knowledge Transfer	3/14/2025	1/16/2026
55	Deliverable 55: System Integration Test Results	4/18/2025	12/24/2025
56	Deliverable 56: Training Curriculum and Materials	5/21/2025	2/6/2026
57	Deliverable 57: Organizational Transition Impact	2/28/2025	6/30/2026
58	Deliverable 58: Warranty Month 4 (R1) - No-Cost Deliverable	6/16/2025	4/17/2026
59	Deliverable 59: Cutover Plan	5/15/2025	3/6/2026
60	Deliverable 60: Final Training Documentation	5/21/2025	Sub #1: 2/20/2026 Sub #2: 4/3/2026
61	Deliverable 61: Updated Project Implementation Plan	6/24/2025	4/3/2026
62	Deliverable 62: Readiness Report	6/16/2025	5/1/2026
63	Deliverable 63: Updated Cutover Plan and Schedule	7/24/2025	4/17/2026
64	Deliverable 64: Final Implementation Document	9/3/2025	6/11/2026
65	Deliverable 65: UAT Support and UAT Results	8/15/2025	5/20/2026
66	Deliverable 66: Final Test Results Report	8/15/2025	5/20/2026
67	Deliverable 67: Final Acceptance	9/1/2025	6/5/2026
68	Deliverable 68: Training Completion Report	9/2/2025	6/5/2026
69	Deliverable 69: Final As-Built System Documentation	10/7/2025	6/5/2026

70	Deliverable 70: Cutover Completion Report	9/1/2025	5/20/2026
71	Deliverable 71: Report Adoption Metrics	10/10/2025	7/8/2026
72	Deliverable 72: Technical Documentation for Knowledge Transfer	9/24/2025	6/30/2026
73	Deliverable 73: Warranty Month 4 (R2) - No-Cost Deliverable	1/1/2026	10/2/2026
108	Deliverable 108: Master Communications Schedule	-	10/17/2025

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 **6**
to
Contract Number **MA230000000704**

CONTRACTOR	
	DELOITTE CONSULTING LLP
	30 Rockefeller Plaza
	New York NY 10112
	John Petrovich
	312-486-4493
	jpetrovich@deloitte.com
	CV0001354

STATE			
	Program Manager	Various	Various
	Contract Administrator	Patrick Russell	DTMB
		517-648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY			
Unemployment Insurance Solution			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 1, 2023	April 30, 2028	5 - 12 Months	April 30, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☒	7.5 Months	☐		December 14, 2028
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$62,221,514.00	($6,423,656.00)	$55,797,858.00		

DESCRIPTION
Effective 03/5/2025, Contractor and the State agree that the Scope and impact to cost in this Change Notice resolve all known issues and disputes regarding or relating to the Contract arising prior to the effective date of this Change Notice. This Change will also execute the available option year to extend through 12/14/2028. This Change Notice includes a cost reduction of $7,250,000 that is reflected in the Revised Contract Pricing. Change to Contract Value is $6,423,656.00, which reflects $826,344.00 of new work. 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
LEO	Britton Mailand	313-456-3190	mailandb@michigan.gov
DTMB	John Walker	313-456-3814	walkerj5@michigan.gov

STATE OF MICHIGAN
PROCUREMENT
Michigan.gov/MiProcurement

IT STATEMENT OF WORK

Scope of Work:

This Change Notice includes several changes for the State's Unemployment Insurance Solution project. They are being aggregated into this Contract Change Notice (CN) and cover the following requests:

#	General Changes		Additional Cost
1	Changes to Database structure		$0.00
2	ADA Compliance		$0.00
3	Azure Development Operations Reporting Requirements		$0.00
4	Automation for Code Deployment and Database updates		$0.00
5	Warranty Clarifications		$0.00
6	Mobile Responsiveness Clarifications		$0.00
7	Data Conversion and Migration Clarifications		$0.00
8	Data Retention		$0.00
9	Sprint Demo Clarifications		$0.00
10	Software List Updates		$0.00
11	Approach to Testing		$0.00
12	Software and Documentation Clarification		$0.00
13	Supplemental Service Level Agreement		$0.00
14	Schedule Update		$0.00
	Functional Scope Additions*	When Needed**:	
15	R1 - Indicators – Conversion Only	Go-Live	$0.00
16	R1 - Indicators – Development & Conversion	Go-Live	$0.00
17	R2 - Indicators – Conversion only	Go-Live	$0.00
18	R2 - Indicators – Development & Conversion	Go-Live	$0.00
19	R2 - MES 62/32/29a(3)	Go-Live	$0.00
20	R2 - Prohibition of Non-Charging (PNC) Protest	Go-Live	$0.00
21	R2 - Manual Repayments	Go-Live	$0.00
22	R2 - Identity Theft Claims	Go-Live	$0.00
23	R1/R2 - Reporting Services (14 Deloitte Development)	Go-Live	$0.00
24	R1 - Tax Redetermination Notice (SRW,SRC)	Go-Live	$32,067.00
25	R2 - Overpayment Causes	Go-Live	$27,345.00

26	R2 - Interface – Workforce Development DSA	Go-Live	$18,652.00
27	R1 - WOTC Changes	Go-Live	$42,088.00
28	R2 - 1-Year Monetary Redetermination Suppression	Go-Live	$30,201.00
29	R2 - Predecessor/Successor Charging Statement	Go-Live	$32,549.00
30	R2 - Workshare	Post Go-Live	$79,464.00
31	R2 – BAM-BTQ	Post Go-Live	$266,600.00
32	R2 – BAM2	Post Go-Live	$43,171.00
33	R2 – Reports (Deloitte Support)	Post Go-Live	$199,320
34	R2 - 1099G Detailed Report	Post Go-Live	$54,887
	Total		$826,344.00

*Functional scope items to be implemented based on finalized design documents for the respective items.
**The items noted as “Post Go-Live” have been mutually agreed upon to be delivered following the respective R1 or R2 go-live. Pricing is valid as long as each Post Go-Live CR has started within 6 months of the corresponding release.

Changes to Database structure:

The State and the Vendor agree to the updated database structure submitted to the State on 9/13/24 as part of Deliverable 19 ("Final Solution and Testing Document Plan R1") and Deliverable 26 ("Final Solution and Testing Document Plan R2). The updated database structure from those documents is included in this CN as Exhibit A. This updated database structure follows microservices principles and incorporates Deloitte's lessons learned in implementing microservices architectures in other States and consolidates the number of MiUI physical databases to three.

ADA Compliance:

Section 4. ADA Compliance from the base Contract is updated with the following:

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with the Digital Accessibility Standards.

Contractor must meet conformance with WCAG 2.1 Level AA specifications by providing a completed PAT for the Solution. If the Solution is comprised of multiple products, a PAT must be provided for each product. In addition to PATs, Contractors may include a verification of conformance certified by an industry-recognized third-party. If the Contractor is including any third-party products in the Solution, Contractor must obtain and provide the third-party PATs as well.

Each PAT must state how the product meets the specifications. All "Not Applicable" (N/A) responses must be fully explained. Contractor must address each standard individually and with specificity; and clarify whether conformance is achieved throughout the entire product (for example – user functionality, administrator functionality, and reporting), or only in limited areas. A description of the evaluation methods used to support WCAG 2.1 Level AA conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does not fully conform to WCAG 2.1 Level AA, Contractor must provide detailed information regarding the plan to achieve conformance, including timelines.

Contractor will ensure that the MiUI application is in full compliance with WCAG 2.1 Level AA prior to the Go/No-Go decision for each release.

Azure Development Operations Report Requirements:

Azure DevOps (ADO) processes must follow the defined Product Backlog Item (PBI) flow in alignment with Scrum practices, ensuring that all work is properly tracked within sprints and reflects the priorities outlined in the backlog. Standard Dashboard ADO Reports to be produced by the Contractor are listed below and will be used to track progress of all work items and report on status of the MiUI solution coding work items; status disposition of the work items is to be reviewed

with SoM weekly for the duration of the project. These dashboard reports will pull data from various parts of the DevOps pipeline to provide an at-a-glance view of the key metrics listed below and provide visibility into the health and performance of the development and operations practices.

The following ADO dashboards will be developed by Deloitte and reviewed by DTMB and UIA. The final version of each ADO dashboard will require final approval by the State. Additional dashboards may be added when agreed to in writing by the State and the Contractor.

Dashboard	Description
ADO Quality Check	Provides a daily view of key ADO metrics to help assess the completeness and accuracy of information currently tracked in ADO (e.g., the proper set up of items such as EPIC, Feature, Product Backlog Items, Tasks, Defects)
iSIT Readiness	Measures progress of the iSIT Entry criteria defined in the approved test plan.
SIT Readiness	Measures progress of the SIT Entry criteria defined in the approved test plan.
UAT Readiness	Measures progress of the UAT Entry criteria defined in the approved test plan.
UAT Exit	Measures progress of the UAT execution based on the UAT exit criteria defined in the approved test plan.

Automation for Database updates:

Automation of database updates in the MiUI solution will include:

1. **Automated Database Deployment**
   The vendor must integrate automated database deployment processes into their continuous integration/continuous deployment (CI/CD) pipelines.
2. **Consistency with Code Deployments:** The contractor must confirm that all database changes, such as schema updates, migrations, and data seeding, are deployed in sync with the application code.
3. **Version Control:** All database scripts (e.g., schema migrations, stored procedures) must be version-controlled alongside the application code to ensure traceability and consistency across environments.
4. **Rollback Capabilities**: Implement rollback mechanisms in case of deployment failure, ensuring that both code and database states can revert to a stable version without manual intervention. Rollback provisions will be implemented within the release pipeline, rolling back changes to the previous state in the event of a failure.
5. **Environment-Specific Configurations:** Database deployments have

the ability to be tailored to different environments (development, staging, production) to meet security, performance, and resource allocation requirements.

6. **Testing and Validation:** All database changes must be tested and validated using manual and/or automated testing methods to confirm no disruption to existing data and functionality.

Contractor must implement Automation for Database updates no later than the completion of the SIT phase, to demonstrate and test the code deployment automation with database elements works as intended.

Warranty Clarifications:

As mutually agreed upon, certain functional scope items may be deployed following the go-live for the respective release. For additional clarity, the defined warranty period of 120 days will be required for all software deliverables, including any such software deliverables deployed following a go-live release.

Data Retention:

For MiUI data with retention requirements in the contract, Contractor's solution will provide the capability to maintain data according to the State's data retention policy or as otherwise required by the State. Retention will be defined by the State prior to Go-Live.

Mobile Responsiveness Clarifications:

Contractor must be able to demonstrate use of the MiUI application on a mobile device . This process will consist of the following:

1. Mobile demonstrations will be simulated in a web browser and will be shown for one tablet and one phone. The State and Contractor shall agree on the tablet model and the phone model to use for the demonstrations.
2. The State and the Contractor shall mutually agree on the scope of the mobile demonstrations and a schedule for conducting the demonstrations. At a minimum, the mobile demonstrations will include the following:

   Employer (R1 and R2)
   1. Login to account
   2. View dashboard
   3. Complete quarterly report
   4. Review correspondence
   5. Submit Tax protest and/or appeal
   6. Submit Claim protest and/or appeal
   7. Close the account

   Claimant (R2)
   1. Login to account
   2. View dashboard
   3. Claim Filing

4. Complete weekly certifications
5. Review correspondence and attachments/documents
6. Submit protest / appeal
7. Chat With an Agent
8. Talent Connect resources accessed via the intermediate homepage

3. If, as a result of the mobile demonstrations, the State wishes to make changes to any of the screens, they will follow the project's Change Control process to request a change to the design of that screen.

Data Conversion and Migration Clarifications:

The parties will collaborate to perform the necessary data conversion activities required for the project. These activities will consist of:

- The State will extract data required for the MiUI project from the legacy system and send to Contractor according to the conversion plan. An extract is defined as the data specifically required for the new MiUI system based on agreed upon mapped data, not a full download of the existing legacy system's database.
- The State will provide business rules, based on legacy system, data definitions, and historical processes, in a template that will be provided by Deloitte to inform development of transformation scripts by Contractor for the 10-year data.
- Contractor will run transformation scripts for all legacy data, including transformation scripts for the 10-year data.
- Contractor will provide the transformed data in a mutually agreed upon format, including results for in scope of 10-year data, out of scope of 10-year data to the State for review, validation, and approval. State will review, verify, and validate accuracy of transformed converted data.
    - Explanation of why data results were out of scope should also be included to help with validation.
- Contractor will load the transformed data into the MiUI system.

Sprint Demo Clarifications

Sprint Demos must be conducted by the vendor to demonstrate the work planned and completed during each sprint and allow SoM to see the progress of the sprint cycle. Sprint demos will promote transparency by giving SoM visibility into what has been built and completed by the vendor. The demos provide a chance to validate whether the product features or user stories meet the desired requirements and acceptance criteria. The schedule and content of specific demo sessions will be mutually agreed upon.

Software List updates

This change includes updates to the Contract's Section 9 - Software to reflect the current list of software and cloud services necessary to execute the Contract. The updated Software list is contained in Exhibit B ("Revised Contract Section 9"). Software version updates will be provided to the State, but will not require a Change Notice to the Contract.

Approach to Testing:

Contractor must complete all testing activities as defined in the most recently

accepted Testing Plan that includes all detail for R1 and R2.

The entry and exit criteria for each phase of testing is included below.

Testing Phase	Associated Test Types	Entry Criteria / Exit Criteria
Unit Testing	Unit Testing	*Entrance criteria:* Contractor has updated the state of all work items to reflect the true state in ADO. *Exit Criteria*: Contractor has completed all development for each Product Backlog Item and peer review has passed. Contractor has updated the state of all work items to reflect the true state in ADO.
QA Testing	Component-level testing, Flow Testing	*Entry Criteria*: **For all QA Testing** Contractor has completed all Exit Criteria for Unit testing. • **For Component-level Testing** Each component has been migrated to the test environment. • **For Flow Testing** Each flow test case (inter-epics and intra-epics) has been documented in Azure DevOps. *Exit Criteria*: **For all QA Testing** Contractor has received the State's approval of the SEM-0189 Stage exit document for QA. Contractor has updated the state of all work items to reflect the true state in ADO. 90% of the Product Backlog Items (PBI) per epic are complete. For these items 100% of the QAT test cases have been executed with no critical defects. No more than 30% of QA test cases may contain medium or high defects (Lows are not counted for this calculation). Contractor must ensure that the ratio of open defects from both Unit and QAT testing will be less than the 30% of total test cases executed for QAT, for this calculation only Critical, High, and Medium bugs will be counted. (Lows are not counted for this calculation)

Testing Phase	Associated Test Types	Entry Criteria / Exit Criteria
		• **For Component level testing**, the component has been tested using a standard checklist, with all bugs logged for resolution in ADO. • **For Flow test cases** (includes batch process tests and interface tests as appropriate), all test cases have been executed and have passed or had bugs logged with appropriate severity in ADO.
iSIT	Functional and Smoke testing	*Entry Criteria:* Contractor must have completed 90% of the development for each epic. This includes no open development or unit test defects for each Epic. Contractor must have completed QA testing without any open critical defects, Contractor must provide a detailed test schedule for iSIT to the State, 1 week prior to the test phase starting. The detailed test schedule must include a list of test cases per epic planned to be tested, with a count of planned new test cases to be executed per day. Contractor agrees to: • Use of converted data will begin at the mid-point of the iSIT test phase. • At this point, a sample of converted data (e.g., 50 employers for Tax) will be loaded for iSIT testing. • This sample will be selected from a completed conversion dry run to ensure data is as complete / accurate as possible. The purpose of inclusion of this sample converted data is to test the application using converted data, not to test the data conversion process itself. • A defined set of test cases will be identified and used with this sample of converted data. *Exit Criteria:* Contractor has received the State's approval of the SEM-0189 Stage exit document. Contractor has updated the state of all work items to reflect the true state in ADO. 90% of the Product Backlog Items (PBI) per epic are complete with no open critical defects. Contractor has completed 100% of the iSIT test

Testing Phase	Associated Test Types	Entry Criteria / Exit Criteria
		cases with no open critical defects. No more than 20% of iSIT test cases may contain medium or high defects (Lows are not counted for this calculation). Contractor must ensure that the ratio of open defects from Unit, QAT, and iSIT testing will be less than the 30% of total test cases executed for iSIT, for this calculation only Critical, High, and Medium defects will be counted. (Lows are not counted for this calculation)
System Integration Testing	End-to-End Testing	*Entry Criteria*: Contractor has completed all Exit Criteria for iSIT testing. Contractor has received the State's approval of the SEM-0189 Stage exit document for iSIT Contractor has provided a detailed test schedule for SIT to the State, 2 weeks prior to the test phase starting. *Exit Criteria*: Contractor has received the State's approval of the SEM-0189 Stage exit document. Contractor has updated the state of all work items to reflect the true state in ADO. Contractor has completed 100% of the SIT test cases with no open critical or high defects. No more than 10% of SIT test cases may contain medium defects (Lows are not counted for this calculation). Contractor must ensure that the ratio of open defects from Unit, QAT, iSIT, and SIT testing will be less than the 20% of total test cases executed for SIT. For this calculation only Critical, High, and Medium defects will be counted. (Lows are not counted for this calculation). Defects resulting from third party interfaces where the defect is the responsibility of the 3rd party will be confirmed by the State, and are not counted in these calculations.
Performance Testing		***Entry Criteria*:** Contractor has completed all Entrance Criteria for SIT testing. Conversion data is available in the agreed upon database, and system performance criteria have been established and approved by the State.

Testing Phase	Associated Test Types	Entry Criteria / Exit Criteria
		***Exit Criteria*:** 95% of web application pages that are used for online transaction processing including the commonly used pages will take less than 3 seconds on an average. Reports or pages requiring query of high volume of data will not be used in this calculation. Response times for web pages that have interfaces to external partners are dependent on the response times from the interface partners. Performance Testing will begin in SIT, but will be completed with final measurement during the UAT timeframe. The Test Plan will be adjusted to reflect this.
Security and Vulnerability Testing		**Entry Criteria:** Contractor has completed all Entrance Criteria for SIT testing. Infrastructure has been established and Contractor has deployed all application code to support the testing. **Exit Criteria:** All SAST and DAST vulnerabilities in order to obtain the Authorization to Operate (ATO) must be resolved and approved by the State. Vulnerabilities not the responsibility of the Contractor require the State to take action to resolve. Security and Vulnerability Testing will begin in SIT, but will be completed with final measurement during the UAT timeframe. The Test Plan will be adjusted to reflect this.
ADA Compliance Testing		**Entry Criteria:** Contractor has completed all Entrance Criteria for SIT testing. Contractor has migrated all screens for the scope of work defined in task order to the system test environment. **Exit Criteria:** The State has confirmed full ADA compliance.

Testing Phase	Associated Test Types	Entry Criteria / Exit Criteria
User Acceptance Testing	End-to-End Testing	Any delay to the completion of UAT that is not caused by or the responsibility of the Contractor will be reviewed through the governance process and a Change Order will be completed to adjust for the impact to the project. Defects resulting from third party interfaces where the defect is the responsibility of the 3rd party will be confirmed by the State and are not counted in these calculations. **Entry Criteria:** Contractor has received the State's approval of the SEM-0189 Stage exit document. Contractor has completed all Exit Criteria for SIT testing. Contractor has loaded all converted data (including indicators) in the agreed upon database. **Exit Criteria:** 100% of UAT test cases have been executed and a minimum of 95% of the UAT test scripts have passed and no open critical or high defects. Contractor has received the State's approval of the SEM-0189 Stage exit document.

Supplemental Service Level Agreement:

The following Service Level Agreement is hereby added to Schedule D – Service Level Agreements.

5.1 Testing Phases Service Level Agreement. Contractor will meet all Exit Criteria associated with each Testing Phase included as in the Approach to Testing section of this Change Notice by the dates provided in the Schedule Update included in this Change Notice**.**

5.2 Foreseen Missed Testing Phases. If Contractor identifies a Testing Phase date to meet all associated Exit Criteria will be missed, Contractor will inform the Agency and DTMB Program Managers in writing within 5 business days before the missed date.

5.3 Testing Phase Milestone Time Service Requests. The State will classify its Service Delinquency in accordance with the descriptions set forth in the chart below (each a **"**Deliverable/Work Product **Time Service Classification"**).

Time Service Classification	Description: *The term "missed" shall mean the failure of Contractor to meet the exit criteria for each Testing Phase prior to its due date.	Service Level Credits
Service Delinquency	• A Testing Phase Exit Criteria due date is missed by more than 10 business days	• $10,000 per day per business day after the tenth (10th) business day after its due date, until the Exit Criteria is met. This credit shall apply to the Exit Criteria for the 3 primary test phases: iSIT, SIT, and UAT testing.

5.4 Scope Changes. Any changes to the scope of work as defined in the Contract, will result in a Change Notice and may include additional cost and/or timeline impacts. The Service Level Agreement for the Testing Phase may be re-established when/if a new project schedule is established.

5.5 Delays. If the State does not complete any task in the required time as defined, and required within the Project Plan, Timeline and Milestones Section of this contract, the Service Level Agreement for the Testing Phase is considered void and must be re-established when an updated project schedule is created and agreed upon. If State delays result in a timeline extension, a change order will be required to document the change in timeline and may result in additional cost. This section is void, and this Service Level Agreement will be valid, if State delay is caused by the Contractor.

5.6 Extensions. The State and Contractor, with mutual agreement, may extend the timeline. If the timeline is extended, SLAs will be modified to reflect these extensions (i.e., the modified due dates shall apply to the Service Levels for the future Deliverables/Milestones and/or Testing Phases).

5.7 Service Level Credits. Failure to meet the Exit Criteria by the applicable Testing Phase due date (for iSIT, SIT, and UAT), will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth above in accordance with payment terms set forth in the Contract Service Credits will not be applied against Contractor for the failure to meet any Test Phase Exit Criteria by its due date that are caused by any third party, the State, or hardware or software that is supplied by a third party to the State, who is not a subcontractor of Contractor.

With regards to a particular failure to meet a Testing Phase Milestone, in the event that the State chooses to accept a Service Level Credit, as set forth above, the Service Level Credits set forth above shall be the State's sole and exclusive monetary remedy for such failure by the Contractor to achieve the service level requirements as set forth in the chart above; provided however, that in the event that the State chooses not to accept such Service Level Credit for such failure, such Service Level Credit shall not prevent the State from exercising its right to terminate the Contract or seek other remedies in accordance with the Contract.

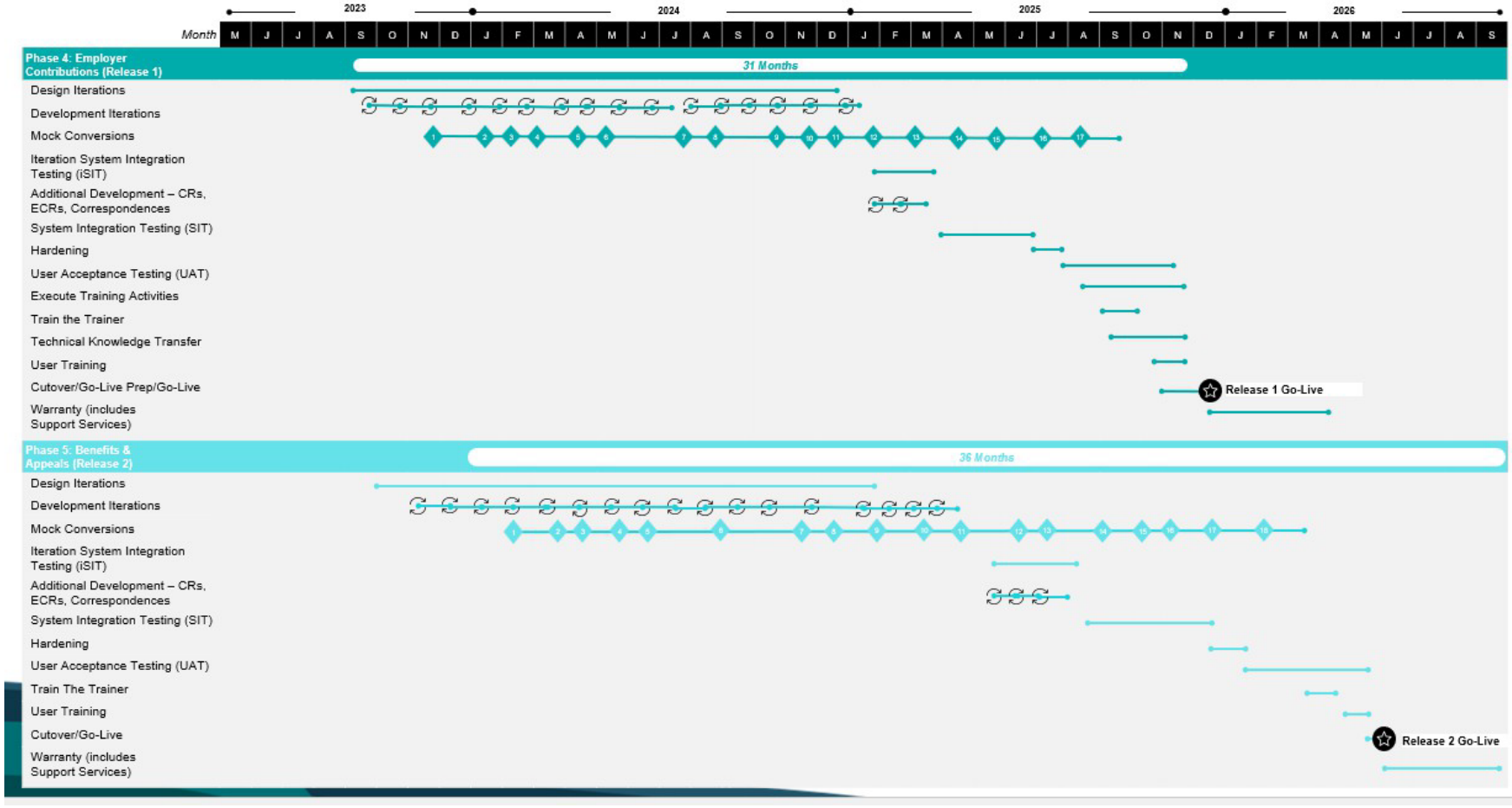
Notwithstanding any provision to the contrary, the maximum amount of Service Credits that may be imposed on the Contractor for Section 4 shall not exceed 9.9% of the Implementation Fees, as identified in Schedule B of the Contract. Notwithstanding any provision to the contrary, the maximum amount of Service Credits that may be imposed on the Contractor for SLAs for Deliverable/Work Product Milestones and Testing Phase Milestones, in aggregate, shall not exceed 9.9% of the Implementation Fees, as identified in Schedule B of the Contract. The State will only assess penalties associated with one SLA when a multiple of missed Milestone/Work Product SLAs and/or missed Testing Phase SLAs and/or a combination thereof are the result of the same failure(s) (root causes) by Contractor; in such circumstance, the State may choose the penalty associated with a single SLA to be assessed from among the penalties associated with all such SLAs.

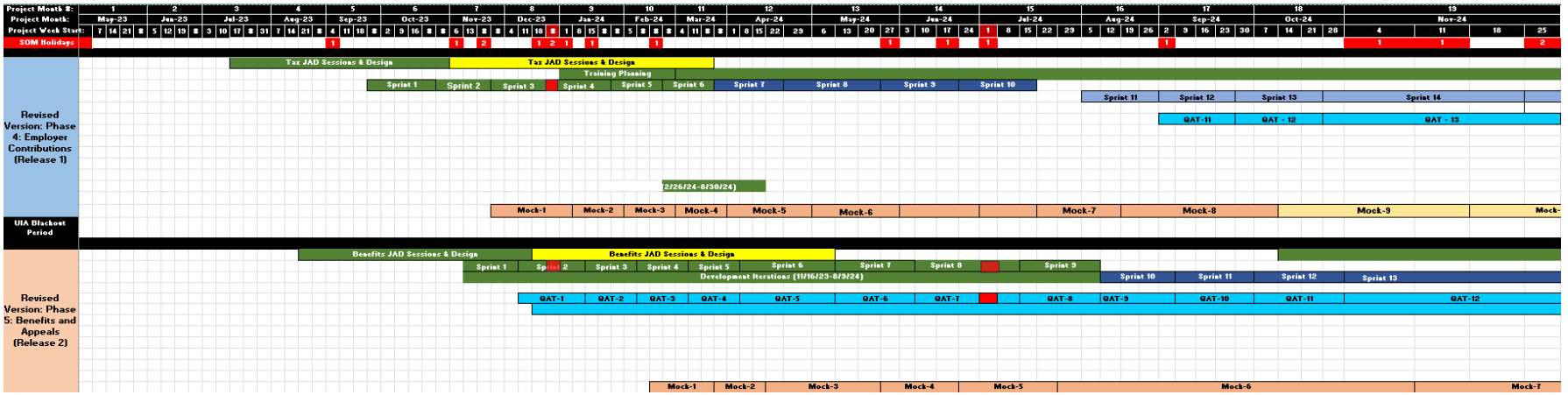
Schedule Update

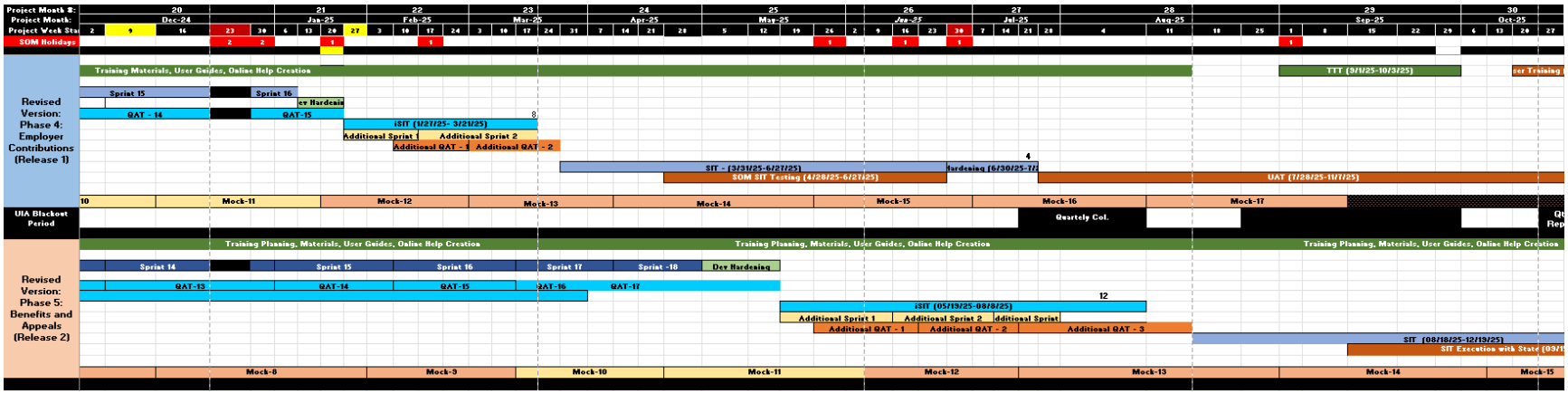
The overall Gantt chart for the updated timeline is included below. Release 1 go-live is now scheduled for 12/14/25, while Release 2 go-live is now scheduled for 5/31/26.

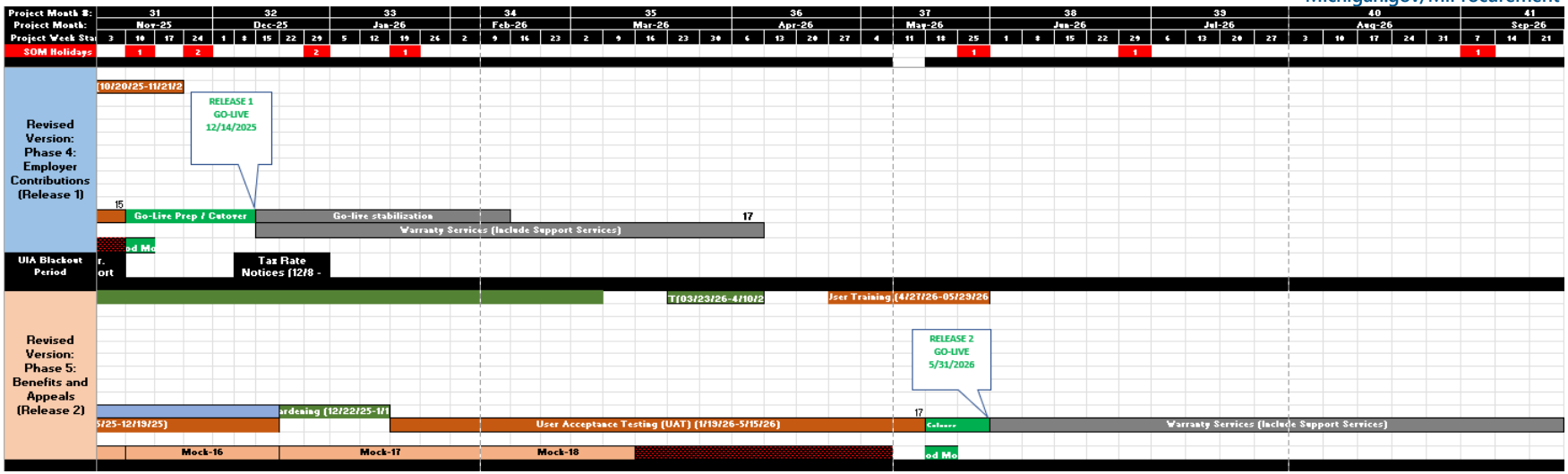
An updated Microsoft Project Plan (MPP) file with updated submission dates for deliverables will be submitted to the State Program Managers within 10 business days of executing this CN, and those dates will align with the high-level Gantt in this CN as well as all dates in the included CR's.

Proposed Project Timeline (CN06)




Project Month #:
Project Month:
Project Week Start:
SOM Holidays
Revised Version: Phase 4: Employer Contributions (Release 1)
Tax JAD Sessions & Design
Training Planning
Sprint 1
Sprint 2
Sprint 3
Sprint 4
Sprint 5
Sprint 6
Sprint 7
Sprint 8
Sprint 9
Sprint 10
Sprint 11
Sprint 12
Sprint 13
Sprint 14
QAT-11
QAT - 12
QAT - 13
2/26/24-8/30/24)
Mock-1
Mock-2
Mock-3
Mock-4
Mock-5
Mock-6
Mock-7
Mock-8
Mock-9
Mock-
UIA Blackout Period
Revised Version: Phase 5: Benefits and Appeals (Release 2)
Benefits JAD Sessions & Design
Sprint 1
Sprint 2
Sprint 3
Sprint 4
Sprint 5
Sprint 6
Sprint 7
Sprint 8
Sprint 9
Development Iterations (11/16/23-8/9/24)
Sprint 10
Sprint 11
Sprint 12
Sprint 13
QAT-1
QAT-2
QAT-3
QAT-4
QAT-5
QAT-6
QAT-7
QAT-8
QAT-9
QAT-10
QAT-11
QAT-12
Mock-1
Mock-2
Mock-3
Mock-4
Mock-5
Mock-6
Mock-7


Project Month #:
Project Month:
Project Week Start:
SOM Holidays
Revised Version: Phase 4: Employer Contributions (Release 1)
Training Materials, User Guides, Online Help Creation
TTT (9/1/25-10/3/25)
Sprint 15
Sprint 16
QAT - 14
QAT-15
iSIT (1/27/25- 3/21/25)
Additional Sprint 1
Additional Sprint 2
Additional QAT - 1
Additional QAT - 2
SIT - (3/31/25-6/27/25)
SOM SIT Testing (4/28/25-6/27/25)
UAT (7/28/25-11/7/25)
Mock-11
Mock-12
Mock-13
Mock-14
Mock-15
Mock-16
Mock-17
UIA Blackout Period
Quarterly Col.
Training Planning, Materials, User Guides, Online Help Creation
Revised Version: Phase 5: Benefits and Appeals (Release 2)
Sprint 14
Sprint 15
Sprint 16
Sprint 17
Sprint -18
Dev Hardening
QAT-13
QAT-14
QAT-15
QAT-16
QAT-17
iSIT (05/19/25-08/8/25)
Additional Sprint 1
Additional Sprint 2
Additional Sprint
Additional QAT - 1
Additional QAT - 2
Additional QAT - 3
SIT (08/18/25-12/19/25)
Mock-8
Mock-9
Mock-10
Mock-11
Mock-12
Mock-13
Mock-14
Mock-15


Project Month #:
Project Month:
Project Week Sta
SOM Holidays
Revised Version: Phase 4: Employer Contributions (Release 1)
RELEASE 1 GO-LIVE 12/14/2025
Go-Live Prep / Cutover
Go-live stabilization
Warranty Services (Include Support Services)
UIA Blackout Period
Tax Rate Notices (12/8 -
Revised Version: Phase 5: Benefits and Appeals (Release 2)
RELEASE 2 GO-LIVE 5/31/2026
User Acceptance Testing (UAT) (1/19/26-5/15/26)
Warranty Services (Include Support Services)
Mock-16
Mock-17
Mock-18

The following tables reflect the updates to R1 and R2 timeline from the current baseline.

New Infra & R1 Schedule

Major Milestones	Baseline Schedule			Revised Schedule		
	Start Date	End Date	# Weeks	Start Date	End Date	# Weeks
Dev	9/27/2023	7/19/2024	43	9/27/2023	1/10/2025	68
iSIT	None	None	NA	1/27/2025	3/21/2025	8
Additional Dev	None	None	NA	1/27/2025	3/21/2025	6
SIT Environment Setup	12/11/2023	1/26/2024	7	12/11/2023	1/26/2024	7
SIT TC Creation	2/26/2024	7/19/2024	21	2/26/2024	3/21/2025	54
SIT TC Rolling Review	4/29/2024	7/19/2024	12	4/29/2024	3/28/2025	48
SIT Execution	6/24/2024	9/20/2024	13	3/31/2025	6/27/2025	13
SIT Execution with State	7/22/2024	9/20/2024	9	4/28/2025	6/27/2025	9
Hardening (SIT)	9/23/2024	10/18/2024	4	6/30/2025	7/25/2025	4
TEST Environment Setup	2/1/2024	7/29/2024	11	3/3/2025	7/18/2025	21
UAT TC Creation	7/22/2024	10/18/2024	13	7/22/2024	7/25/2025	53
UAT Execution	10/21/24	1/10/2025	12	7/28/2025	11/7/2025	15
TRN Environment Setup	3/21/2024	5/3/2024	7	4/1/2025	6/30/2025	7
TTT	11/18/2024	12/20/2024	5	9/2/2025	10/3/2025	5
User Training	1/13/2025	2/13/2025	5	10/20/2025	11/21/2025	5
PRD Environment	6/3/2024	9/17/2024	16	6/2/2025	9/12/2025	16

Setup						
Cutover/ Go Live Prep / Go Live	2/3/2025	2/16/2025	2	11/10/2025	12/14/2025	~~2~~5
Warranty	2/18/2025	6/13/2025	17	12/15/2025	4/14/2026	17

New R2 Schedule

Major Milestones	Baseline Schedule				Revised Schedule		
	Start Date	End Date	#Weeks		Start Date	End Date	#Weeks
Dev	11/16/2023	9/6/2024	42		11/16/2023	5/2/2025	77
iSIT	None	None	NA		5/19/25	8/8/2025	12
Additional Dev	None	None	NA		5/19/25	8/1/2025	11
SIT TC Creation	4/29/2024	8/2/2024	14		4/29/2024	8/8/2025	67
SIT TC Rolling Review	5/6/2024	8/9/2024	14		5/6/2024	8/15/2025	67
SIT Execution	8/12/2024	12/13/2024	18		8/18/2025	12/19/2025	18
SIT Execution with State	9/9/2024	12/13/2024	14		9/15/2025	12/19/2025	14
Hardening (Test)	12/16/2024	1/17/2025	5		12/22/2025	1/16/2026	4
UAT TC Creation	11/25/2024	4/18/2025	21		12/3/2025	4/24/2026	21
UAT Execution	4/21/2025	7/25/2025	14		1/20/2026	5/15/2026	17
TTT	7/7/2025	7/25/2025	3		3/23/2026	4/10/2026	3
User Training	7/28/2025	8/28/2025	5		4/27/2026	5/29/2026	5
Cutover/ Go Live	8/5/2025	**9/1/2025**	4		5/18/2026	**5/31/2026**	2
Warranty	9/2/2025	1/1/2026	17		6/1/2026	9/25/2026	17

Revised Contract Pricing - SCHEDULE B – PRICING SCHEDULE

Milestones	Deliverables/Work Products	Tax	Percentage of Fees
Project Planning & Management	Stakeholder Outreach and Communication Plan	$ 158,898.91	0.90%
	Configuration Management Plan	$ 158,898.91	0.90%
	Baseline Project Schedule	$ 158,898.91	0.90%
	Project Deployment Plan	$ 158,898.91	0.90%
	Project Management Plan	$ 158,898.91	0.90%
	Deliverable Expectation Documents (DEDs)	$ 158,898.91	0.90%
	Project Kickoff Materials	$ 158,898.91	0.90%
Requirements & Design Validation	Final Requirement Validation Document	$ 198,623.64	1.12%
	Validation Sessions	$ 198,623.64	1.12%
	Final Design Document	$ 936,634.64	5.28%
	Final Implementation Document	$ 198,623.64	1.12%
Enterprise Analysis and Design	Requirements Traceability Matrix	$ 397,247.27	2.24%
	Conceptual Design Documentation	$ 397,247.28	2.24%
Provision Environments	Validate Test and Production environments	$ 744,494.55	4.20%
Build (Development and Configuration)	Final Solution and Testing Document Plan	$ 317,797.82	1.79%
	Integration Plan	$ 317,797.82	1.79%
	Data Conversion and Migration Plan	$ 317,797.82	1.79%
	Solution Implementation Plan	$ 392,797.82	2.22%
	Cutover Plan	$ 317,797.82	1.79%
Testing & Acceptance	Test Plan	$ 317,797.82	1.79%
	Test Cases and Test Scripts	$ 417,797.82	2.36%
	System Integration Test Results	$ 699,813.82	3.95%
	Final Training Documentation	$ 317,797.82	1.79%
	UAT Support and UAT Results	$ 317,797.82	1.79%
	Final Test Results Report	$ 317,797.82	1.79%
	Final Acceptance	$ 317,797.82	1.79%
Training & Knowledge Transfer	Training Curriculum and Materials	$ 476,696.73	2.69%
	Training Plan	$ 476,696.73	2.69%
	Training Completion Report	$ 476,696.73	2.69%
Organizational Change Management	Stakeholder Engagement Strategy	$ 162,515.00	0.92%
	OCM Plan	$ 243,773.00	1.37%
	Change Readiness Strategy and Objectives	$ 162,515.00	0.92%

	Stakeholder Assessment	$	162,515.00	0.92%
	Organizational Alignment and Action/Sponsorship Plan	$	162,515.00	0.92%
	Master Communications Schedule	$	318,773.00	1.80%
	Impact and Readiness Assessment	$	162,515.00	0.92%
	Organizational Transition Impact	$	162,515.00	0.92%
	Report Adoption Metrics	$	162,515.00	0.92%
Cutover Readiness and Production Go-Live	Updated Project Implementation Plan	$	912,292.37	5.15%
	Readiness Report	$	862,292.37	4.86%
	Updated Cutover Plan and Schedule	$	862,292.37	4.86%
	Final As-Built System Documentation	$	862,292.37	4.86%
	Cutover Completion Report	$	1,435,369.10	8.10%
	Technical Documentation for Knowledge Transfer	$	1,112,292.36	6.27%
Tax Total		**$**	**17,731,449.00**	

Milestones	Deliverable/Work Products	Benefits	Percentage of Fees
Project Planning & Management	Stakeholder Outreach and Communication Plan	$ 296,784.20	1.14%
	Configuration Management Plan	$ 296,784.20	1.14%
	Baseline Project Schedule	$ 296,784.20	1.14%
	Project Deployment Plan	$ 296,784.20	1.14%
	Project Management Plan	$ 296,784.20	1.14%
	Deliverable Expectation Documents (DEDs)	$ 296,784.20	1.14%
	Project Kickoff Materials	$ 296,784.20	1.14%
Requirements & Design Validation	Validation Sessions	$ 370,980.25	1.42%
	Final Requirement Validation Document	$ 370,980.25	1.42%
	Final Design Document	$ 720,980.25	2.77%
	Final Implementation Document	$ 370,980.25	1.42%
Enterprise Analysis and Design	Requirements Traceability Matrix	$ 741,960.50	2.85%
	Conceptual Design Documentation	$ 741,960.50	2.85%
Provision Environments	Validate Test and Production environments	$ 1,183,921.00	4.55%
Build (Development and Configuration)	Final Solution and Testing Document	$ 593,568.40	2.28%
	Data Conversion and Migration Plan	$ 593,568.40	2.28%
	Solution Implementation Plan	$ 593,568.40	2.28%

	Integration Plan	$	635,656.40	2.44%
	Cutover Plan	$	393,568.40	1.51%
Testing & Acceptance	Test Plan	$	593,568.40	2.28%
	Test Cases and Test Scripts	$	593,568.40	2.28%
	System Integration Test Results	$	781,580.40	3.00%
	Final Training Documentation	$	393,568.40	1.51%
	UAT Support and UAT Results	$	393,568.40	1.51%
	Final Test Results Report	$	393,568.40	1.51%
	Final Acceptance	$	393,568.40	1.51%
Training & Knowledge Transfer	Training Plan	$	690,352.60	2.65%
	Training Curriculum and Materials	$	690,352.60	2.65%
	Training Completion Report	$	690,352.60	2.65%
Organizational Change Management	OCM Plan	$	325,031.00	1.25%
	Communication Schedule	$	400,031.00	1.54%
	Stakeholder Engagement Strategy	$	243,773.00	0.94%
	Impact and Readiness Assessment	$	243,773.00	0.94%
	Organizational Transition Impact	$	243,773.00	0.94%
	Report Adoption Metrics	$	243,773.00	0.94%
Cutover Readiness and Production Go-Live	Updated Project Implementation Plan	$	1,477,489.40	5.67%
	Readiness Report	$	1,477,489.40	5.67%
	Updated Cutover Plan and Schedule	$	1,477,489.40	5.67%
	Cutover Completion Report	$	2,356,841.00	9.05%
	Technical Documentation for Knowledge Transfer	$	1,277,489.40	4.90%
	Final As-Built System Documentation	$	1,277,489.40	4.90%
Benefits Total		**$**	**26,047,673.00**	

Milestones	Enhancement	Benefits		Percentage of Fees
Post Go-Live Enhancements	Release 2 – Workshare	$	79,464.00	12.35%
	Release 2 – BAM-BTQ	$	266,600.00	41.43%
	Release 2 – BAM2	$	43,171.00	6.71%
	Release 2 – Reports (Deloitte Support)	$	199,320.00	30.98%
	Release 2 - 1099G Detailed Report	$	54,887.00	8.53%
Post Go-Enhancements Total		**$**	**643,442.00**	

Milestones	Deliverables/Work Products	Warranty & O&M per Month	Percentage of Fees
Warranty & O&M Base Year 3	Warranty Month 1	$-	
	Warranty Month 2	$-	
	Warranty Month 3	$-	
	Warranty Month 4	$-	
	O&M Summary Report Month - 1	$325,205.00	
	O&M Summary Report Month - 2	$325,205.00	
	O&M Summary Report Month - 3	$325,205.00	
	O&M Summary Report Month - 4	$325,205.00	
	O&M Summary Report Month - 5	$325,205.00	
	O&M Summary Report Month - 6	$325,205.00	
	O&M Summary Report Month - 7	$325,205.00	
	O&M Summary Report Month - 8	$325,205.00	
O&M Base Year 4	O&M Summary Report Month - 1	$334,961.00	3.00%
	O&M Summary Report Month - 2	$334,961.00	
	O&M Summary Report Month - 3	$334,961.00	
	O&M Summary Report Month - 4	$334,961.00	
	O&M Summary Report Month - 5	$334,961.00	
	O&M Summary Report Month - 6	$334,961.00	
	O&M Summary Report Month - 7	$334,961.00	
	O&M Summary Report Month - 8	$334,961.00	
	O&M Summary Report Month - 9	$334,961.00	
	O&M Summary Report Month - 10	$334,961.00	
	O&M Summary Report Month - 11	$334,961.00	
	O&M Summary Report Month - 12	$334,961.00	
O&M Base Year 5	O&M Summary Report Month - 1	$345,010.00	3.00%
	O&M Summary Report Month - 2	$345,010.00	
	O&M Summary Report Month - 3	$345,010.00	
	O&M Summary Report Month - 4	$345,010.00	
	O&M Summary Report Month - 5	$345,010.00	
	O&M Summary Report Month - 6	$345,010.00	
	O&M Summary Report Month - 7	$345,010.00	
	O&M Summary Report Month - 8	$345,010.00	
	O&M Summary Report Month - 9	$345,010.00	
	O&M Summary Report Month -	$345,010.00	

	10		
	O&M Summary Report Month - 11	$345,010.00	
	O&M Summary Report Month - 12	$345,012.00	
O&M Base Years Total		**$10,761,294.00**	
Statement of Work added as CN5		**$614,000.00**	
5 Year Contract Total		**$55,797,858.00**	

Milestones	Deliverables/Work Products	Optional O&M	Percentage of Fees
O&M Option Year 1	O&M Summary Report Month - 1	$355,360.00	3.00%
	O&M Summary Report Month - 2	$355,360.00	
	O&M Summary Report Month - 3	$355,360.00	
	O&M Summary Report Month - 4	$355,360.00	
	O&M Summary Report Month - 5	$355,360.00	
	O&M Summary Report Month - 6	$355,360.00	
	O&M Summary Report Month - 7	$355,360.00	
	O&M Summary Report Month - 8	$355,360.00	
	O&M Summary Report Month - 9	$355,360.00	
	O&M Summary Report Month - 10	$355,360.00	
	O&M Summary Report Month - 11	$355,360.00	
	O&M Summary Report Month - 12	$355,360.00	
O&M Option Year 2	O&M Summary Report Month - 1	$366,021.00	3.00%
	O&M Summary Report Month - 2	$366,021.00	
	O&M Summary Report Month - 3	$366,021.00	
	O&M Summary Report Month - 4	$366,021.00	
	O&M Summary Report Month - 5	$366,021.00	
	O&M Summary Report Month - 6	$366,021.00	
	O&M Summary Report Month - 7	$366,021.00	
	O&M Summary Report Month - 8	$366,021.00	
	O&M Summary Report Month - 9	$366,021.00	
	O&M Summary Report Month - 10	$366,021.00	

	O&M Summary Report Month - 11	$366,021.00	

	O&M Summary Report Month - 12	$366,021.00	
O&M Option Year 3	O&M Summary Report Month - 1	$377,002.00	3.00%
	O&M Summary Report Month - 2	$377,002.00	
	O&M Summary Report Month - 3	$377,002.00	
	O&M Summary Report Month - 4	$377,002.00	
	O&M Summary Report Month - 5	$377,002.00	
	O&M Summary Report Month - 6	$377,002.00	
	O&M Summary Report Month - 7	$377,002.00	
	O&M Summary Report Month - 8	$377,002.00	
	O&M Summary Report Month - 9	$377,002.00	
	O&M Summary Report Month - 10	$377,002.00	
	O&M Summary Report Month - 11	$377,002.00	
	O&M Summary Report Month - 12	$377,002.00	
O&M Option Year 4	O&M Summary Report Month - 1	$388,312.00	3.00%
	O&M Summary Report Month - 2	$388,312.00	
	O&M Summary Report Month - 3	$388,312.00	
	O&M Summary Report Month - 4	$388,312.00	
	O&M Summary Report Month - 5	$388,312.00	
	O&M Summary Report Month - 6	$388,312.00	
	O&M Summary Report Month - 7	$388,312.00	
	O&M Summary Report Month - 8	$388,312.00	
	O&M Summary Report Month - 9	$388,312.00	
	O&M Summary Report Month - 10	$388,312.00	
	O&M Summary Report Month - 11	$388,312.00	
	O&M Summary Report Month - 12	$388,312.00	
O&M Option Year 5	O&M Summary Report Month - 1	$399,961.00	3.00%
	O&M Summary Report Month - 2	$399,961.00	
	O&M Summary Report Month - 3	$399,961.00	
	O&M Summary Report Month - 4	$399,961.00	
	O&M Summary Report Month - 5	$399,961.00	
	O&M Summary Report Month - 6	$399,961.00	
	O&M Summary Report Month - 7	$399,961.00	
	O&M Summary Report Month - 8	$399,961.00	

	O&M Summary Report Month - 9	$399,961.00	
	O&M Summary Report Month - 10	$399,961.00	
	O&M Summary Report Month - 11	$399,961.00	
	O&M Summary Report Month - 12	$399,961.00	
O&M Option Years Total	**$22,639,872.00**		

10 Year Contract Total	**$77,823,730.00**

Maintenance and Support pricing is based on current software and State customizations, enhancements, and utilities previously purchased. For each additional user license, utility, or State customization purchased, the Fees for Maintenance and Support will increase proportionally.

Rate Card

Resource	On-Site Hourly Rate	Offshore Hourly Rate
Project Leader	$395	
Project Manager	$325	
Solution Architect	$295	
Cloud Architect	$295	
Technical Lead	$295	
Business Lead	$286	
UI Business Consultant	$250	
Business Analyst - 3	$214	
Business Analyst - 2	$175	
Business Analyst - 1	$150	
Training Manager	$333	
Training Lead	$293	
Trainer - 2	$225	
Trainer - 1	$175	
OCM Manager	$325	
OCM Lead	$290	
OCM Consultant - 3	$225	

OCM Consultant - 2	$175	
OCM Consultant - 1	$150	
Database Administrator - 3*	$224	$75
Database Administrator - 2*	$175	$54
Database Administrator - 1*	$150	$45
Development Manager*		$114
Development Lead*	$234	$54
Developer - 3*	$175	$54
Developer - 2*	$150	$45
Developer - 1*	$125	$36
Testing Lead*	$225	$75
Tester - 2*	$145	$45
Tester - 1*	$120	$36
Security Lead	$298	
Security Engineer	$247	
Security & Vulnerability Consultant - 2	$160	
Security & Vulnerability Consultant - 1	$135	
Production Support Engineer - 3	$234	
Production Support Engineer - 2	$175	
Production Support Engineer - 1	$150	
System Administrator - 3	$207	
System Administrator - 2	$165	
System Administrator - 1	$140	
Release/Delivery Manager*		$75
Training Developer*		$75

* Resources from our global delivery centers (off-shore)

*Different roles may be performed by the same person and will be broken out when invoiced.
Contractor Rate Card for Ancillary Professional Services are subject to increase 3% year over year.

Travel and Expenses
The State does not pay for overtime or travel expenses.

Functional Scope Additions (New CRs):

Title	R2 – MES 62/32/29a(3) - Litigation & Settlement Changes

Description of Change:
Change MiUI design to accommodate for the following changes in MES 29(9), MES 32a(3) and MES 62 so as to comply with MES law and settlement agreements.

MES29(9) (9) Notwithstanding subsections (1) to (8), if the employing unit submits notice to the unemployment agency of possible ineligibility or disqualification beyond the time limits prescribed by unemployment agency rule and the unemployment agency concludes that benefits should not have been paid, the claimant shall repay the benefits paid during the entire period of ineligibility or disqualification. The unemployment agency shall not charge interest on repayments required under this subsection.

MES-29(9)		
Area	**Component Type Change**	**High level description of the change**
Non-Monetary	Business rule	Check the detection date entered by the staff for the correct separation issue id is 10 days greater than the mail date of original monetary determination
Non-Monetary	Business rule	Check if there is a restitution issue for the correct separation issue
Non-Monetary	Business rule	Capture whether to charge interest or not in the database
Payment	Business rule	Identify the overpayment associated with the correct separation issue for which interest should not be charged

MES32a(3) Under MES Act Sec 32a(3) – for both monetary and non-monetary determinations: (3) If an interested party fails to file a protest within the 30-day period and the unemployment agency for good cause reconsiders a prior determination or redetermination and issues a redetermination, a disqualification, or an ineligibility imposed thereunder, other than an ineligibility imposed due to receipt of retroactive pay, the redetermination, disqualification, or ineligibility does not apply to a compensable period for which benefits were paid or are payable unless the benefits were obtained as a result of an administrative clerical error, a false statement, or a nondisclosure or misrepresentation of a material fact by the claimant. However, the redetermination is final unless within 30 days after the date of mailing or personal service of the notice of redetermination an appeal is filed for a hearing on the redetermination before an administrative law judge pursuant to section 33.

MES32a(3)		
Area	**Component Type Change**	**High level description of the change**
Non-Monetary	Screen	Ask if the reconsideration level creation is due to remand
		Ask if there is timely protest or late with good cause
		Ask if there is administrative or Claimant error
		Error Message to create redetermination level
Non-Monetary	Business rule	Create reconsideration level with original start date
		Create reconsideration level with updated start date
Payment	Business rule	Impact to retro due to change in start date of the issue

MES 62 MES Act Sec 62(a) "…..The unemployment agency shall issue a determination requiring restitution within 3 years after the date of finality of a determination, redetermination, or decision reversing a previous finding of benefit entitlement…."

MES-62		

Area	Component Type Change	High level description of the change
Non-Monetary	Batch	Create a restitution issue
		Require a batch to create restitution issue after 30 days.
		Business rule when to create the restitution issue
Non-Monetary	Business rule	Auto-adjudicate the restitution issue.
		The restitution issue has protest and appeal rights
Payment	Business rule	Business rule to start overpayment collection based on restitution issue
		Business rule to pause the overpayment collection based on nullification of restitution issue or Appeal filing
		Overpayment reversal - if the restitution is nullified and the system has already started collection either apply the payment collected to other overpayments or refund the amount
		Overpayment Waiver - If the claimant applies for overpayment waiver and it gets approved then should the restitution issue be nullified, and collection stopped
Non-Monetary	Business rule	Nullification of restitution issue based on late protest or appeal with good cause
Non-Monetary	Business rule	Business rule on Protest not filled timely but with good cause
		Business rule on Protest not filled timely without good cause
Non-Monetary	Business rule	Business rule on Appeal not filled timely but with good cause
		Business rule on Appeal not filled timely without good cause
Payment	Business rule	If the protest/appeal on restitution issue creates change in overpayment amount, then consider refund based on business rules.
Non-Monetary	Business rule	If the MOAHR makes decision on the appeal of restitution issue which is Affirm, UIA cannot overturn
Test	Test scenarios	
		Development Integration testing
		Retro collection regression testing

MISC Changes		
Area	**Component Type Change**	**High level description of the change**
Conversion	Data	Need to determine impact on conversion and testing
Correspondence	Outreach	Changes to correspondences
Misc	Misc	Still having discussions and clarifications more items might need to be added

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR is included in the 5/31/26 R2 Go-Live.

Cost Impacts:
The cost impact of change is $0.00.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)			New/Existing Deliverable?
1	Litigation and Settlement Changes (use cases and design specifications) - Deliverable 27.B	New	TBD	$0.00
2	Release 2 (Litigation and Settlement Changes) System Test Results - Deliverable 55	Existing	TBD	$0.00
3	Release 2 (Litigation and Settlement Changes)	Existing	TBD	$0.00

	Cutover Completion Report - Deliverable 70			
	Total Fixed Cost for this Change Order:			$0.00

Title	R2 – Prohibition of Non-Charging (PNC) Protest

Description of Change:
Yearly Negligence – 6367 is a determination which has protest and appeal rights. MiUI development is needed to address the acceptance, routing to staff, processing and issuance of work items related to a protest or appeal of the 6367- yearly negligence.

Create a process which allows employers to submit protest and appeal (including late) of the Yearly Negligence 6367. Once protest/appeal is received, the item needs to be routed to staff for review and action. Agency should have options to address reconsiderations on own motion. Action could include redetermination, reconsideration or scheduling for a hearing. Include options to address re-evaluation of current year non-mon cases when employer previous negligence is reversed in their favor.

Changes the MiUI design:

Create the following workflows for Staff to process: • 6367 - Yearly Negligence Protest • 6367 – Yearly Negligence Staff Reconsideration • 6367 – Yearly Negligence Appeal
Create a notification workflow for Staff to file the 6367 – Yearly Negligence protest or appeal on behalf of the Employer when 6367 – Yearly Negligence protest or appeal is mailed to UIA, scanned, and imaged into FileNet.
Generate 6367 – Redetermination of Pattern of Non-Responsiveness correspondence for the protesting/appealing employer
Update the yearly negligence threshold calculation logic mentioned in View Online Benefit Charges use case (Section 6.4.3)
Update the benefit charging batch functionality to relieve or charge the Employer based on the 6367 – Yearly Negligence protest and appeal decision
Update to Employer Protest & Appeal screens to accommodate 6367 – Yearly Negligence protest and appeal functionality

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR is included in the 5/31/26 R2 Go-Live.

Cost Impacts:
The cost impact of change is $0.00.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	Prohibition of Non-Charging (PNC) Protest (use	New	TBD	$0.00

	cases and design specifications) - Deliverable 27.B			
2	Release 2 (Prohibition of Non-Charging (PNC) Protest) System Test Results - Deliverable 55	Existing	TBD	$0.00
3	Release 2 (Prohibition of Non-Charging (PNC) Protest) Cutover Completion Report - Deliverable 70	Existing	TBD	$0.00
	Total Fixed Cost for this Change Order:			$0.00

Title	**R2 – Manual Repayments**

Description of Change:
Provides the ability to apply claimant repayments to specific debts when required outside of the normal repayment hierarchy.

- Ability to manually redirect repayments from one claimant account to another - (Payment error correction)
- Ability to manually redirect repayments to specific weeks.
- Ability to manually redirect repayments to collection accounts with open bankruptcy cases.
- Ability to manually redirect repayments to collection accounts with court decisions rendered outside of UIA parameters - (Judgements/criminal court cases-legacy cases).

Redirecting Manual Repayments
Screen 1 - All Pending Repayments to be applied
Screen 2 - Display all the outstanding OP's the repayment needs to be applied
Screen 3 - Confirmation screen to display all the overpayments and repayment information
Post repayment batch to accommodate the changes in manual repayments
Retroactive payment batch to accommodate the changes in manual repayments
Manual Repayment workflow
Conversion impact

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR is included in the 5/31/26 R2 Go-Live.

Cost Impacts:
The cost impact of change is $0.00.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	Manual Repayments (use cases and design specifications) - Deliverable 27.B	New	TBD	$0.00

2	Release 2 (Manual Repayments) System Test Results - Deliverable 55	Existing	TBD	$0.00
3	Release 2 (Manual Repayments) Cutover Completion Report - Deliverable 70	Existing	TBD	$0.00
	Total Fixed Cost for this Change Order:			$0.00

Title **R2 – Identity Theft Claims**

Description of Change:
The following outlines the process to be completed when identity theft has occurred:

1. Move the identity theft claim to ensure that the "good" claimant can file and process any subsequent valid UI claims.
2. Remove any identity theft restitution not the fault of the "good" claimant to ensure they are not negatively impacted by the identity theft claim.
3. Return wages and employer credits for identity theft claims.
4. Maintain the overpayment resulting from the identity theft for tracking, reporting, possible prosecution, and potential repayment through court/law enforcement collections.
5. Ensure that existing repayment claims have a mapping capability to MiUI.

This process does not include the following:

1. Processing or managing "hijacked" claims – claims for which partial weeks are paid to the "good" claimant and partial weeks are paid to the "bad" claimant.
2. Processing refunds of tax intercept, garnishment, or other collections when restitution has been improperly collected against the "good" claimant.
3. Any advanced reporting or analysis.
4. Any correspondence or outreach to the claimant or employer(s).

Implementation of this process will be based on a previously submitted and approved Use Case. (*See* Identity Theft Claims Use Case)

Approach:

Impact to change the MiUI design:
Identity Theft Claim
Identity Theft Claim|| Initial claim || Withdraw reason code changes
Identity Theft Claim|| Initial claim || Claim Status code as Withdraw Identity Theft Claim
Identity Theft Claim|| Non Mon || New Rationale code
Identity Theft Claim|| Payments || Overpayment status changes
Identity Theft Claim|| Payments || Restitution notice generation and status changes
Identity Theft Claim|| Payments || IBP and Retro offset changes
Identity Theft Claim|| Payments || Post Repayment repayments apply changes
Identity Theft Claim|| Payments || Payment History screen changes
Identity Theft Claim|| Payments || Overpayment History screen changes
Identity Theft Claim|| Payments || Payment Plan screen changes
Identity Theft Claim|| Payments || Screen changes (Cancel Debt, Manage Overpayment Debt, Bankruptcy)

Identity Theft Claim|| Payments ||1099 changes - restitution 1099 generation for Identity Theft Claim
Identity Theft Claim|| Payments || Link the restitution created on withdrawn claim to the withdraw issue
Identity Theft Claim|| Payments || Restitution amount shown on payment screens to exclude the Identity Theft Claim restitution amount & new field addition on restitution history screen
Identity Theft Claim|| Payments ||Save demographic information of Identity Theft Claim (Search)
Identity Theft Claim|| Payments || Inactivate debit and direct deposit data as soon as claim is Identity Theft Claim is withdrawn
Identity Theft Claim|| Payments || If claim is Identity Theft Claim, later we get the rejection file which includes the PmtNu that is paid to Identity Theft Claim; Do not reprocess if payment is made from Identity Theft Claim.
Identity Theft Claim|| Payments || Hide All correspondence of Identity Theft Claim to Claimant
Identity Theft Claim|| Payments || Restitution notice should not show Identity theft claim restitution amount
Identity Theft Claim|| Payments || Review Identity Theft Claim Screen (New Left Nav)
Identity Theft Claim|| Payments || Process Identity Theft Claim Payment Collection Functionality (New left Nav)
Identity Theft Claim|| Payments || Identity Theft Claim Post Repayment Batch (New Batch)
Identity Theft Claim|| Payments || Exclude Identity Theft Claim restitution amount from payment tables
Identity Theft Claim|| Integration
Data Conversion
Impact to Training: • Creation of one new User Guide/Online Help step-by-step process • Update to the Debts course classroom training materials • Update to 4-5 User Guide/Online Help processes Impact to Organizational Change Management (OCM): • No new materials created

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR is included in the 5/31/26 R2 Go-Live.

Cost Impacts:
The cost impact of change is $0.00.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	Identity Theft Claims (use cases and design specifications) - Deliverable 27.B	New	TBD	$0.00
2	Release 2 (Identity Theft Claims) System Test Results - Deliverable 55	Existing	TBD	$0.00
3	Release 2 (Identity Theft Claims) Cutover	Existing	TBD	$0.00

	Completion Report - Deliverable 70			
	Total Fixed Cost for this Change Order:			$0.00

Title **R1/R2 – Reporting Services (14 Deloitte Development)**

Description of Change:
Deloitte to develop 14 additional specific R1 and R2 reports. UIA is requesting that the specific R1 and R2 reports be added to the scope of work:

Report Name	R1 / R2	Primary User Group
Claims by County and Industry	R2	UIA Analysis & Reporting
Claims by County and Occupation	R2	UIA Analysis & Reporting
Claims by County (Annual)	R2	UIA Analysis & Reporting
First payments by county	R2	UIA Analysis & Reporting
Exhaustion by county	R2	UIA Analysis & Reporting
Aging of restitution overpayments	R2	UIA Trust Fund Accounting
DSS: Tracks activity/work completed by staff during time frame	R2	UIA Benefits
Claimants Eligible for Payment but not Paid	R2	UIA Benefits
Workflow - Task Inventory	R2	UIA Benefits
Bankruptcy - Tax	R1	UIA Tax & Employer
Penalty and Interest Count	R1	UIA Tax & Employer
Penalty Interest Counts	R1	UIA Tax & Employer
UI Rating Redeterminations	R1	UIA Tax & Employer
AR Charges by quarter	R1	UIA Trust Fund Accounting

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR (R1) is included in the 12/14/25 R1 Go-Live. This CR (R2) is included in the 5/31/26 R2 Go-Live.

Cost Impacts:
The cost impact of change is $0.00.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	Reporting Services (R1) (use cases and design specifications) - Deliverable 18.C	New	TBD	$0.00
2	Release 1 (Reporting Services) System Test Results – Deliverable 48	Existing	TBD	$0.00
3	Release 1 (Reporting Services) Cutover Completion Report - Deliverable 52	Existing	TBD	$0.00

4	Reporting Services (R2) (use cases and design specifications) - Deliverable 27.B	New	TBD	$0.00
5	Release 2 (Reporting Services) System Test Results - Deliverable 55	Existing	TBD	$0.00
6	Release 2 (Reporting Services) Cutover Completion Report - Deliverable 70	Existing	TBD	$0.00
	Total Fixed Cost for this Change Order:	$0.00		

Title **R1 – Tax Redetermination Notice (SRW, SRC)**

Description of Change:
The UIA Tax Division is requesting the ability to generate/send out various forms (redetermination) upon receipt of tax rate protest from the employer's account in the MIUI system.

Create a process (workflow) for mailing out pre-approved rate narrative (correspondence) to employers' responses to rate protests. Change MiUI design to accommodate the narrative letters to be system generated when the rate protest is received.

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR is included in the 12/14/25 R1 Go-Live.

Cost Impacts:
The cost impact of change is $32,067.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	Tax Redetermination Notice (SRW/SRC) Design (use cases and design specifications) - Deliverable 18.B	New	TBD	$16,035
2	Release 1 (Tax Redetermination Notice (SRW/SRC)) System Test Results - Deliverable 48	Existing	TBD	$8,016
3	Release 1 (Tax Redetermination Notice (SRW/SRC)) Cutover Completion Report - Deliverable 52	Existing	TBD	$8,016
	Total Fixed Cost for this Change Order:			$32,067

Title **R2 – Overpayment Causes**

Description of Change:
UIA is requesting a change to systematically determine the overpayment cause during adjudication AND allow staff to override any cause set by the system AND allow staff to indicate that restitution should be waived which will create a restitution waiver work item.

Change MiUI design to accommodate for the following changes. (The overpayment causes should be systematically determined based upon logic/business rules and not a manual staff

function.)

System to set the below causes:
Admin (current in MiDAS) – change to State Agency for uFACTS

- Override for any cause set by system, if State Agency is selected, then option to waive restitution. If staff select yes, create a new workflow item (new SRW) for staff to investigate the request to waive restitution.

Employer – set when employer is found to be negligent
Fraud – set when fraud was originally found on 1st determination
Other – set when non-mon issue source = monetary redetermination
Reversal – set when determination was a reversal of the original decision
Reversal (JAVA) – set when restitution from appeal and the current result = disqualified
Claimant – set when none of the above options are true.

Impact to change the uFACTS design:

Show waiver restitution section and trigger work item
Create Work item
Work item specific Business rules (if any)
Business Rules specific to this CR to override the overpayment cause
Business Rules for each Over payment cause

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR is included in the 5/31/26 R2 Go-Live.

Cost Impacts:
The cost impact of change is $27,345.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	Overpayment Causes (use cases and design specifications) - Deliverable 27.B	New	TBD	$13, 673
2	Release 2 (Overpayment Causes) System Test Results - Deliverable 55	Existing	TBD	$6,836
3	Release 2 (Overpayment Causes) Cutover Completion Report - Deliverable 70	Existing	TBD	$6,836
	Total Fixed Cost for this Change Order:			$27,345

Title	R2 – Interface – Workforce Development DSA

Description of Change:

To meet the terms of an executed Data Sharing Agreement (DSA) between the Michigan Unemployment Insurance Agency (UIA) and Department of Labor and Economic Opportunity, the Workforce Development Agency (WD), specifically, UIA agrees to automatically share monthly employer layoff data and provide other information to WD upon request.

This will be a new interface, and there will be development and data transfer costs. Workforce Development (WD) is not responsible for these costs pursuant to the Data Sharing Agreement (DSA) since UIA has determined there to be a reciprocal benefit to UIA. This means that UIA will be responsible for both the development costs for the interface within MiDAS and any extra costs assessed by Deloitte to include the new interface within MiUI.

By sharing this information with WD, UIA is ensuring that claimants, specifically those that have lost their employment in a mass layoff, are connected to re-employment services as expeditiously as possible. This benefits the trust fund as it ensures that workers are provided the resources that can help them obtain new work and reduce the amount of time needed to claim unemployment compensation benefits.

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR is included in the 5/31/26 R2 Go-Live.

Cost Impacts:
The cost impact of change is $18,652.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	Workforce Development Interface (use cases and design specifications) - Deliverable 27.B	New	TBD	$9,326
2	Release 2 (Workforce Development Interface) System Test Results - Deliverable 55	Existing	TBD	$4,663
3	Release 2 (Workforce Development Interface) Cutover Completion Report - Deliverable 70	Existing	TBD	$4,663
	Total Fixed Cost for this Change Order:			$18,652

Title	R1 – WOTC Changes

Description of Change:
The UIA Tax Division has requested the ability to modify changes to WOTC based on TEGL change items required by the US DOL:

- Electronic signature requirements, per IRS Notice 2012-13.
- Supporting Documentation Forthcoming inclusion on 9061.
- 9065P letter needs to be brought back to life in MiDAS, per the directive from the National Office that SWAs must maintain three notices, a Cert letter, a Denial letter, and a Pend notice.

- TEGL 22-22 outlining SWAs should allow at a minimum of two WOTC POAs, not to exceed five.

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR is included in the 12/14/25 R1 Go-Live.

Cost Impacts:
The cost impact of change is $42,088.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	WOTC Changes (use cases and design specifications) - Deliverable 18.B	New	TBD	$21,044
2	Release 1 (WOTC Changes) System Test Results - Deliverable 48	Existing	TBD	$10,522
3	Release 1 (WOTC Changes) Cutover Completion Report - Deliverable 52	Existing	TBD	$10,522
	Total Fixed Cost for this Change Order:			$42,088

Title **R2 – 1-Year Monetary Redetermination Suppression**

Description of Change:
UIA is requesting MiUI should prevent monetary redetermination if it occurs more than 1 year after the original determination mail date, with exceptions for protests and appeals.

Deloitte will develop and implement new business logic that integrates with the following processes: Wage updates, Addition/deletion of employer, Employer Details Change/VM, Backdate, Admin reopen, TPM, Workflows, Protest and Exempt employer. This will include logic implementation, lookup configuration and protest exceptions.

Deloitte will update Job Aids and training as necessary as well as possible Organizational Change Management (OCM) changes.

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR is included in the 5/31/26 R2 Go-Live.

Cost Impacts:

The cost impact of change is $30,201.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	1-Year Monetary Redetermination Suppression Design (use cases and design specifications) - Deliverable 27.B	New	TBD	$15,101
2	Release 2 (1-Year Monetary Redetermination Suppression Design) System Test Results - Deliverable 55	Existing	TBD	$7,550
3	Release 2 (1-Year Monetary Redetermination Suppression Design) Cutover Completion Report - Deliverable 70	Existing	TBD	$7,550
			Total Fixed Cost for this Change Order:	$30,201

Title **R2 – Predecessor/Successor Charging Statement**

Description of Change:

UIA identified the need for two new correspondences post design. Deloitte to develop and implement two new correspondences relative to Predecessor Successor that will be generated and distributed upon the presence of specified conditions.

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR is included in the 5/31/26 R2 Go-Live.

Cost Impacts:
The cost impact of change is $32,549.

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	Predecessor Successor Charging Statement (use cases and design specifications) - Deliverable 27.B	New	TBD	$16,275
2	Release 2 (Predecessor Successor Charging Statement) System Test Results - Deliverable 55	Existing	TBD	$8,137
3	Release 2 (Predecessor Successor Charging Statement) Cutover Completion Report - Deliverable 70	Existing	TBD	$8,137
			Total Fixed Cost for this Change Order:	$32,549

Title **R2 – Workshare**

Description of Change:

The UIA Workshare Unit is requesting the ability to provide employers the capability to upload a pre-defined template that files workshare claims on behalf of the claimants, similar to the employer filed claims process.

Impact to change the uFACTS design:

Work Share CR -- Create claims for workshare claimants through file processing
New batch to pick up the inbound file
Errored records repository and send error records to Employer
Changes in Claim filing Process (sequencing of flow)
Changes in FF and Correspondence generation flow
Changes in IBIQ, DHS, SAVE, SOS flow
Changes in OOS flow (if any)
Business Rules specific to this CR
New Correspondence

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR will be implemented post Go-Live.

Cost Impacts:
The cost impact of change is $79,464.

Area	Dev (hours)	QA (hours)	Total (hours)	Cost
Workshare File Processing	649	278	927	$79,464

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	Workshare (R2) (use cases and design specifications) - Deliverable TBD	New	TBD	$39,732
2	Workshare (R2) implemented in Production Post Go-Live - Deliverable TBD	New	TBD	$39,732
	Total Fixed Cost for this Change Order:			$79,464

Title	**R2 – BAM-BTQ**

Description of Change:

Deloitte Recommendation: Change uFACTS design to allow for ALL BAM and BTQ requested changes.

The following changes to uFACTS were identified during JAD sessions for BAM and BTQ:

BAM:
1. Create duplicate copy of claimant/employer online submitted form and allow Staff to complete copy
2. Screen - Earnings Offset Calculation Worksheet
3. Screen - Employment Registration and Work Search Policy Worksheet
4. Screen - Monetary Worksheet (Paid Claims)
5. Fact-Finding Statement

BTQ:
1. Workflow - BTQ Sample Workflow items
2. Workflow Process - Complete First Review Online
3. Workflow Process - Complete Second Review Online
4. Workflow Process - Compare review scores before closing second review - scores must match and if it doesn't, it should reopen the review process.
5. Reopen reviews to update scoring.
6. Audit Log of BTQ review process

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This objective must be completed in conjunction with the BAM 2.0 objective and cannot be implemented as a stand-alone change request. Taken together, both CRs will be implemented post Go-Live.

Cost Impacts:
The cost impact of change is $266,600.

Area	Total (hours)	Total Cost
BAM	880	$100,400
BTQ	1,600	$166,200

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	BAM-BTQ – Fact Finding (R2) (use cases and design specifications) - Deliverable TBD	New	TBD	$133,300
2	BAM-BTQ – Fact Finding (R2) implemented in Production Post Go-Live - Deliverable TBD	New	TBD	$133,300
	Total Fixed Cost for this Change Order:			$266,600

Title	R2 – BAM 2.0 – Fact Finding

Description of Change:

The BAM unit is requesting the automated ability to send standard issue fact finding from the BAM case for any issue type and/or subtype required for the completion of a BAM audit. The fact finding will then be distributed to the claimant and/or employer via their correspondence preference, with the capability to complete either electronically or via paper. BAM has their own cover letter that must accompany the fact finding when mailed, to inform the recipient that the fact finding was sent as a result of a BAM audit, similar language must be provided via online process. Upon submission, scanned or online, it will then be stored with the BAM case.

Impact to change the MiUI design:
New screen within the BAM case (work item) to have the ability to send standard Fact Finding (FF) on type and sub type
New Table to store the relationship between the BAM case and the FF sent to claimant and employer
Ability to add BAM coversheet to the FF being sent out (paper and electronic)
Changes in the Generate Fact Finding batch for BAM cover letters
Business rules on submission of the FF (online or through scanning)

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This objective must be completed in conjunction with the BAM and BTQ Enhancements objective and cannot be implemented as a stand-alone change request. Taken together, both CRs will be implemented post Go-Live.

Cost Impacts:
The cost impact of change is $43,171.

Area	Dev (hours)	QA (hours)	Total (hours)	Estimated Cost
BAM Fact Finding	282	136	418	$43,171

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	BAM 2.0 – Fact Finding (R2) (use cases and design specifications) - Deliverable TBD	New	TBD	$21,585.50
2	BAM 2.0 – Fact Finding (R2) implemented in Production Post Go-Live - Deliverable TBD	New	TBD	$21,585.50
	Total Fixed Cost for this Change Order:			$43,171.00

Title	R1/R2 – Reports (Deloitte Support)

Description of Change:

UIA and Deloitte staff have conducted multiple joint review sessions comparing the SOM UI compiled master list of reports against the reports identified in MiUI use cases. UIA is requesting that the specific R1 and R2 reports be added to the scope of work. Deloitte to support UIA development of 12 additional specific R1 and R2 reports.

Report Name	R1 / R2	Primary User Group
MIDAS - Adjustments - Benefits	R2	Benefits
MIDAS - Workflow- Nonmonetary Inventory	R2	Benefits
MIDAS- Ad-hoc Non-mons Holding Payment	R2	Benefits
Dup BOA Payment list	R2	Trust Fund Accounting
Ad-hoc – Batch Numbering	R1	Tax & Employer
Bankruptcy Action Report	R1	Tax & Employer
Bankruptcy Payments	R1	Tax & Employer
Executive Summary	R1 & R2	Tax & Employer
Lien Setup and Discharges	R1	Tax & Employer
Tax Account Detail	R1	Tax & Employer
UIA Rating Cube	R1	UIA Analysis & Reporting
Adjustments (approved)	R1	Tax & Employer

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR will be implemented post Go-Live.

Cost Impacts:
The cost impact of change is $199,320.

Group 2 Reports	Dev (hours)	QA (hours)	Total (hours)	Estimated Cost
Reporting Services (12 Reports)	1,639	1089	2,728	$199,320

Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	Reports Support (R1 & R2) (use cases and design specifications) - Deliverable TBD	New	TBD	$99,660
2	Reports Support (R1 & R2) implemented in Production Post Go-Live - Deliverable TBD	New	TBD	$99,660
	Total Fixed Cost for this Change Order:			199,320

Title	R2 – 1099G Detailed Report

Description of Change:
Deloitte will create the 1099 report without the corrected 1099 detail and address the corrected detail portion post go-live prior to the 2026 1099 release.

Detailed 1099G Report with corrected 1099 history
Data model updates
Databricks import
Power BI

Business Requirements:
Business Requirements to be developed as part of implementing the CR.

Schedule Impacts:
This CR will be implemented post Go-Live.

Cost Impacts:
The cost impact of change is $54,887.

Area	Dev (hours)	QA (hours)	Total (hours)	Estimated Cost
1099 Report	313	109	422	$54,887

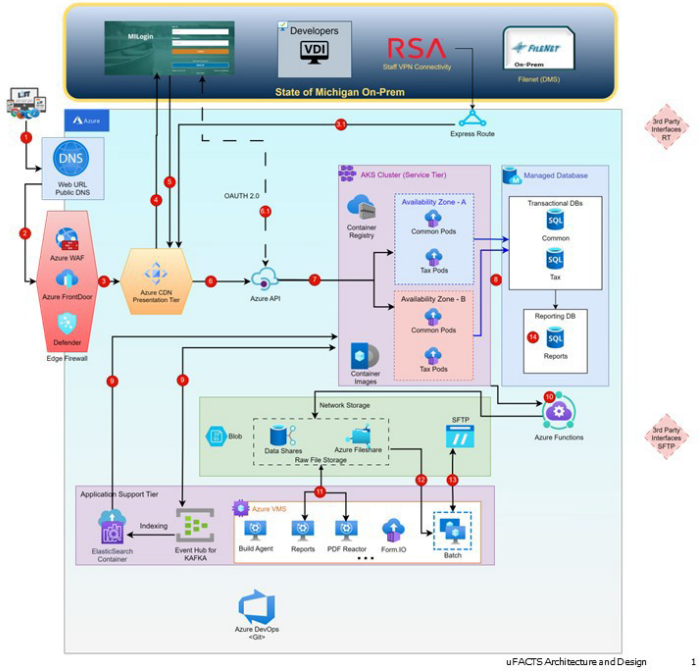
Deliverable Impacts:

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost
1	1099G Detailed Report Design (use cases and design specifications) - Deliverable TBD	New	TBD	$27,443.50
2	1099G Detailed Report implemented in Production Post Go-Live - Deliverable TBD	New	TBD	$27,443.50
	Total Fixed Cost for this Change Order:			$54,887.00

Exhibit A: Database Modifications

Deliverable 19 – “Final Solution and Testing Plan Document R1”

Application Workflow	
1	User enters the published URL for MI UI from the public DNS hosted zone
2	Traffic is checked using Cloudflare/Checkpoint
3 3.1	The presentation tier is displayed through the browser with login selection/Access to the environment login page for Staff Members is whitelisted through the VPN Client and Express Route.
4	User authenticates against the MILogin
5	MILogin sends the authorization token for system access
6 6.1	User access the specific screen function through the API Gateway/API Gateway validates the access token
7	The API Gateway sends traffic to the ALB for the proper containers within the Target group for the application across the availability zones
8	The application containers read/write to their specific database
9	Asynchronous processing occurs through the Kafka service and is indexed through Managed SearchGrid
10	Azure Functions are used to perform Puts and Gets from the Network Storage
11	Reports and PDF Reactor format the files for correspondence and forms
12	Batch instances manage the movement of files between the systems
13	Batch jobs move the files to the SFTP sites for I/O of files for 3rd Party Interfaces
14	PowerBI connects to the Reports DB for Ad Hoc reporting



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Deliverable 26 – “Final Solution and Testing Plan Document R2”

Application Workflow	
1	User enters the published URL for MI UI from the public DNS hosted zone
2	Traffic is checked using AzureWAF and Azure FrontDoor
3 3.1	The presentation tier is displayed through the browser with login selection/Access to the environment login page for Staff Members is whitelisted through the VPN Client and Express Route.
4	User authenticates against the MILogin
5	MILogin sends the authorization token for system access
6 6.1	User access the specific screen function through the API Gateway/API Gateway validates the access token
7	The API Gateway sends traffic to the ALB for the proper containers within the Target group for the application across the availability zones
8	The application containers read/write to their specific database
9	Asynchronous processing occurs through the Kafka service and is indexed through Managed SearchGrid
10	Azure Functions are used to perform Puts and Gets from the Network Storage
11	Reports and PDF Reactor format the files for correspondence and forms
12	Batch instances manage the movement of files between the systems
13	Batch jobs move the files to the SFTP sites for I/O of files for 3rd Party Interfaces
14	PowerBI connects to the Reports DB for Ad Hoc reporting

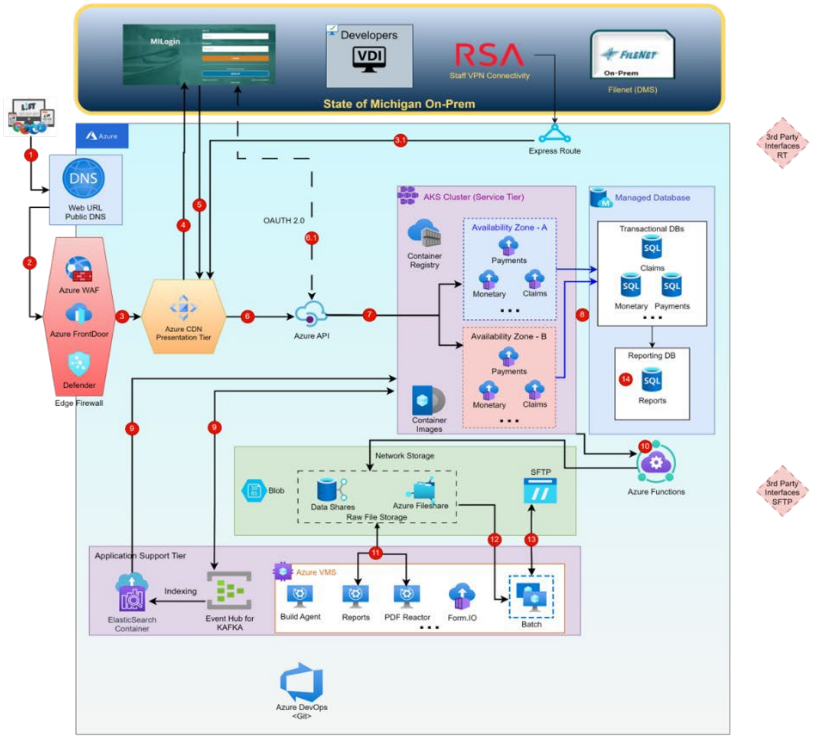


Exhibit B: Revised Contract Section 9:

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
uFACTS Cloud Service Provider	N	Hosting	SOM owned Microsoft Azure Cloud	Selected cloud service provider which offers uFACTS a foundation of rapid scalability, reliability, integration, and innovation.	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
uFACTS Solution	N	Presentation	ReactJS Framework	Framework for web apps and APIs	No License	Independent Software Package	SOM Azure	Contractor
	N	Business Services	.NET Core API	Creating RESTful services or web APIs	No License	Cloud Service Component	SOM Azure	Contractor
	N	Workflow	jBPM	uFACTS built-in component for workflow management	No License	Independent Software Package	SOM Azure	Contractor
	N	Batch/Bulk Ops	Built-In	uFACTS built-in component for batch/build operations	No License	.NET Application Code	SOM Azure	Contractor
	N	Managed Services	Azure KAFKA	Real-time messaging between applications and services	No License	Cloud Service Component	SOM Azure	Contractor
	N	Database	Azure SQL Database	Highly scalable managed database	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Session Management	Azure Cache for Redis	In-Memory database for faster reads/writes	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Correspondence	PDF Reactor	Correspondence generation	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	Form Builder	Form.io	Develop customized forms and API management	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	IAM Integration	MILogin	uFACTS will integrate with SOM's MiLogin solution	No License	SOM Existing Enterprise Software	SOM Azure	SOM
	N	Advanced Document Processing	Azure Cognitive Search	An AI service that analyzes content in images. Enhanced document processing like PII reduction in conjunction IBM Content Navigator (ICN)	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Document Management System	IBM FileNet	uFACTS will integrate with SOM owned IBM FileNet for document and content management needs	No License	SOM Existing Enterprise Software	SOM	SOM
	N	Backup	Azure Backup	Provides data backup services	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	N	Load Balancing	Azure LB	Highly available load balancing service	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Firewall	Azure Firewall	Cloud native firewall network security service	Subscription	Cloud Service Component	SOM Azure	SOM
	N	Load balancing	Azure Application Gateway	Web Traffic load balancer to manage traffic to web applications	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	N	API Management	Azure API Management	Cloud service to manage Application APIs	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Security	Azure Key Vault	Secure Storage of keys	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	N	Container Management	Azure Kubernetes Service	Cluster and container management	Subscription	Cloud Service Component	SOM Azure	Contractor

	N	Authentication	Azure AD	Authentication and Access Management	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	N	Virtual Machines	Azure VM	Virtualization for Windows & Linux hosts	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Storage	Azure NetApp Files	Scalable file storage	Subscription	Cloud Service Component	SOM Azure	SOM
	N	Data Storage	Azure Storage/Managed Disk	Scalable data storage	Subscription	Cloud Service Component	SOM Azure	SOM
	N	Analytics	Azure HDInsight	Data Analytics Engine	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Container Batch Scheduling & Orchestration	Azure Logic App	Provides the capability to automate various batch operations with low to no code. Works in conjunction with uFACTS built-in batch component.	Subscription	Cloud Service Component	SOM Azure	SOM
	N	Application Batch Scheduler	SOS Berlin - JS7 Job Scheduler or existing job scheduler	Schedule Application Batch Jobs	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	Audit Logging/Monitoring	Azure Monitor/Dynatrace/Splunk/ELK	uFACTS will utilize SOM owned logging and monitoring tools	No License	SOM Existing Enterprise Software	SOM	SOM
	N	Analytics & Reporting	Microsoft Power BI	uFACTS will utilize SOM owned Power BI for providing analytics and reporting capabilities	No License	SOM Existing Enterprise Software	SOM	SOM
	N	Canned Reports	Crystal Reports	Crystal Reports is used to schedule and generated canned PDF repots such as ETA reports	Subscription	Independent Software Package	SOM Azure	Contractor
	N	Config Management	Azure Container Registry	Versioning for containers	Subscription	Cloud Service Component	SOM Azure	Contractor
uFACTS Supporting Technologies	N	Address Verification	Experian Address Verification or any other existing enterprise Address verification	Verifies addresses through API	Subscription	SOM Existing Enterprise Software	SOM	SOM
	N	Messaging	SOM owned text/SMS software	uFACTS will utilize the SOM owned text/SMS software to send and receive text messages	Subscription	Existing SOM Enterprise Software	SOM	SOM
	N	DevOps	Azure DevOps	Version control, build, test, and deploy	Subscription	Cloud Service Component	SOM	Contractor/SOM
	N	Bug Tracking	Azure DevOps	Tracking issues	Subscription	Cloud Service Component	SOM	Contractor/SOM
	N	Code Quality	SonarCloud	Static and dynamic quality/security scanning	Subscription	Independent Software Package	SOM Azure	Contractor/SOM
	N	Config Management	Azure Repos	Repository hosting/versioning service	Subscription	Cloud Service Component	SOM	Contractor/SOM
	N	Chat Bot	SOM owned Microsoft Azure	uFACTS will utilize SOM owned chatbot for virtual assistant/chat functionality	No License	Existing SOM Enterprise Software	SOM Azure	SOM
	N	Requirements & Risk	Azure DevOps Services	Captures real-time decisions and feedback	Subscription	Cloud Service Component	SOM	Contractor/SOM
	Y	File Scanning Tool	ClamAV	ClamAV tool will be utilized to scan the files getting uploaded to MiUI application for any malware	No License	SOM Existing Enterprise Software	SOM Azure	Contractor/SOM
uFACTS Supporting SaaS	N	SAST & DAST	HCL AppScan/SonarQube	SOM owned Static and dynamic quality/security scanning tools	No License	Independent Software Package	SOM Azure	SOM

N	API Testing	Postman	Generate Open API files for endpoints	No License	Independent Software Package	SOM Azure	Contractor
N	Application Development	Microsoft Visual Studio Professional 2022	Development IDE	Perpetual or Subscription	Independent Software Package	VDI/SOM Azure	Contractor
N	Application Testing	Microsoft Azure DevOps Service [Basic + Test Plan]	Test Planning, Management and Execution	Subscription	Cloud Service Component	SOM Azure	Contractor
N	Automation Testing	Selenium	Open-source tool	No License	Independent Software Package	SOM Azure	Contractor
N	Individual Page Checker	WAVE	Checks an individual page HTML against the WCAG standards to identify violations as well as manual checks that should be performed	No License	Independent Software Package	SOM Azure	Contractor
N	Help Content/ Knowledge Base	RoboHelp	Design and maintain Assistive content	License	Independent Software Package	SOM Azure	Contractor
N	Debugging	Fiddler	Web Debussing proxy tool	No License	Independent Software Package	VDI	Contractor/SOM
N	Development	Sonar Lint Extension for VS	IDE extension for Code Quality and Code Security	No License	Independent Software Package	VDI	Contractor/SOM
N	ADA Compliance	PowerMapper	Accessibility Compliance scanning software	Perpetual	Independent Software Package	SOM Azure	Contractor
N	Database administration	MS SQL Management Studio	Integrated Environment to manage SQL Server	No License	Independent Software Package	VDI	Contractor/SOM
N	Occupation Codes	OccuCoder	Software that provides Occupation Codes	Perpetual	Independent Software Package	SOM Azure	Contractor/SOM
N	.NET Application Server	IIS	Microsoft Application Web Server	No License	Independent Software Package	VDI	Contractor
N	Productivity tools	MS Office	Microsoft Office suite of tools	Perpetual	Independent Software Package	VDI	SOM
Y	Printing	FreeFlow Core	This software will be utilized to group correspondences, insert IMB barcodes, apply black code, add batch start and end pages, apply OCR marks before envelop insertion	License	Independent Software Package	SOM Azure	Contractor/SOM
Y	Load Testing Scripting	VuGEN	This software will be used for performance scripting	No License	Independent Software Package	VDI	Contractor
Y	Load Testing	LoadRunner Enterprise (LRE)	This software will be used performance testing on the application	License	Independent Software Package	SOM Azure	Contractor/SOM
Y	Communications	Navigator	Navigator is adoption training software that provides dynamic process and navigation guidance overlaid on top of a web browser as the user navigates through the system, delivering real-time process-level and field-level support. Navigator offers the ability to deliver information, guidance, and training steps directly within the MiUI Employer Portal.	License	Independent Software Package	VDI/SOM	Contractor/SOM
Y	Browser Testing	BrowserStack	This software will be used for testing the application in multiple browsers	Subscription	Independent Software Package	VDI	Contractor/SOM
Y	DB Automation	DbUp	This tool will be used for automation of the DB scripts in CI/CD pipeline	No License	Independent Software Package	VDI/SOM	Contractor/SOM
Y	ADA Testing	Adobe Acrobat Pro	This tool will be used to test PDF for ADA	License	Independent Software Package	VDI	SOM

	Y	ADA Testing	SiteImprove	This tool will be used for testing the application for ADA	No License	Independent Software Package	VDI	SOM
	N	Web Browser	Chrome, Edge	Web browser to access internet	No License	Independent Software Package	VDI	SOM
	N	Animation Creation	Vyond	Cloud based video creation	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	Course Development	Articulate 360	Develop eLearning Courses	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	Video Editing & Screen Recording	Camtasia 2021	Video editing and screen recording software program to create professional training videos	Perpetual	Independent Software Package	SOM Azure	Contractor
Training Tools	N	Training Images	Shutterstock	Images for training content	Perpetual	No License	SOM Azure	Contractor
	N	Productivity tools	Notepad ++ (Latest)	It is a text editor for Windows	No License	Independent Software Package	VDI	SOM
	N	Testing tool	SOAPUI 5.70	Web service testing application for Simple Object Access Protocol API testing.	No License	Independent Software Package	VDI	SOM
	N	Web Browser	Firefox	Browser	No License	Independent Software Package	VDI	SOM
	N	Development	VS Code	IDE used for ReactJS front end development	Subscription	Independent Software Package	VDI	SOM
	N	Screen Reader	JAWS	Reader Test sites' ability to be used by blind or visually impaired users to read the text displayed on a screen	No License	Independent Software Package	SOM Azure	SOM
	N	Development	NodeJs 18.16.1	Node.js is a cross-platform, open-source environment used by the front end reactjs	No License	Independent Software Package	VDI/SOM Azure	SOM
	N	Development	Yarn 3.2.0	Yarn is a package manager used in the ReactJS solution to install node modules used by the front end solution	No License	Independent Software Package	VDI/SOM Azure	SOM
	N	Development	SAP Crystal Reports for Visual Studio (.NET)	Runtime to develop reports using Crystal Report	Subscription	Independent Software Package	VDI	SOM
	N	Development	Azure DevOps (Git) 2.40.1	Version Control Client for Git	Subscription	Independent Software Package	VDI	SOM
	N	Development	Eclipse IDE (Latest version)	Used by the automation team to record Selenium automation scripts	No License	Independent Software Package	VDI	SOM
	N	Development	OpenJDK 20.0.1	Java Framework used by the Selenium Automation tool and Eclipse	No License	Independent Software Package	VDI	SOM
	N	Testing tool	Selenium JAVA Web Driver	Web Driver used to record Selenium Scripts	No License	Independent Software Package	VDI	SOM
	N	Testing tool	Selenium IDE Extension for Chrome	Chrome extension assist with recording test scripts	No License	Independent Software Package	VDI	SOM
	N	Development	Lift Dev Pack v0.0.2	Visual Studio Code Extension used by the Front end ReactJs solution	No License	Independent Software Package	VDI	SOM
	N	Development	Lift Assist v3.0.6	Visual Studio Code Extension used by the Front end ReactJs solution	No License	Independent Software Package	VDI	SOM
	N	Web Server	Apache	Web server software for publishing Occupational Codes using Occucoder	No License	Independent Software Package	SOM	SOM

N	Azure Cloud	Elastic on Azure	Search, analyze, and visualize in real time	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Data Bricks	Apache based analytics and indexing platform	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Blob Storage	Object storage service, for use cases including cloud applications, content distribution, backup, archiving, disaster recovery, and big data analytics	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Log Analytics	Log aggregation into a central repository	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Storage archive access tier	Archive storage has the lowest storage cost and higher data retrieval costs compared to hot and cool storage	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Azure CDN (Front Door)	Content delivery network (CDN) service that delivers high performance, scalability, and secure user experiences for your content and applications	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Service Bus (Messaging)	Supports a set of cloud-based, message-oriented middleware technologies, including reliable message queuing and durable publish/subscribe messaging	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Azure Red Hat OpenShift	Containerization of workloads using Red Hat Openshift tools	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Azure Container Apps	Scalable service that lets you deploy thousands of containers without requiring access to the control plane	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Azure Files	Provides a simple interface to create and configure file systems quickly, and share common files. Can be used with traditional protocols that access files over a network.	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Azure Functions	Provides serverless, on-demand code which let you schedule or continuously run background tasks	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	DevOps Pipeline	Consolidation of uFACTS application code into repositories for automation of code deployment	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Vnet	Provides an isolated, private environment in the cloud. Users have control over their virtual networking environment, including selection of their own IP address range, creation of subnets, and configuration of route tables and network gateways	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Vnet NAT	A service that simplifies outbound-only Internet connectivity for virtual networks. When configured on a subnet, all outbound connectivity uses your specified static public IP addresses. Outbound connectivity is possible without a load balancer or public IP addresses directly attached to virtual machines	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	DNS	A service that hosts domain names, plus routes users to Internet applications, connects user requests to datacenters, manages traffic to apps, and improves app availability with automatic failover	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Express Route	Establishes a dedicated, private network connection from a location to the cloud provider (not over the Internet)	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	Vnet Peering	in the same region through the backbone network. Once peered, the two virtual networks appear as one for all connectivity purposes	Subscription	Cloud Service Component	SOM	SOM
N	Azure Cloud	WAF	Web Application Firewall at the Edge with ACL control at the cloud level	Subscription	Cloud Service Component	SOM	SOM

	N	Azure Cloud	Sentinel	DDoS and security breach protection	Subscription	Cloud Service Component	SOM	SOM
	N	Azure Cloud	Defender	Resource monitoring for security AV/AM	Subscription	Cloud Service Component	SOM	SOM
	N	Azure Cloud	Azure Front Door	Content Delivery Network (CDN) for Presentation Tier	Subscription	Cloud Service Component	SOM	SOM
	N	Azure Cloud	BCDR	Azure Site Recovery	Subscription	Cloud Service Component	SOM	SOM
	N	Development & Scripting	Python 3.9	Versatile programming language used for scripting, web development, and data analysis	No License	Independent Software Package	VDI/SOM	Contractor/SOM
Additional Tools (6/14/2023)	N	Cloud Resource Management	Azure CLI	Set of commands for managing Azure resources directly from the command line; ideal for automation and direct resource management	No License	Cloud Service Component	SOM Azure	Contractor/SOM

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 **5**
to
Contract Number **MA230000000704**

CONTRACTOR	
	DELOITTE CONSULTING LLP
	30 Rockefeller Plaza
	New York NY 10112
	John Petrovich
	312-486-4493
	jpetrovich@deloitte.com
	CV0001354

STATE			
	Program Manager	Various	Various
	Contract Administrator	Marisha Curtis	DTMB
		517-328-9462	
		curtism16@michigan.gov	

CONTRACT SUMMARY			
Unemployment Insurance Solution			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 1, 2023	April 30, 2028	5 - 12 Months	April 30, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$61,607,514.00	$614,000.00	$62,221,514.00		

DESCRIPTION

Effective 7/16/2024 with State Administrative Board approval on 7/16/2024, the attached IT Statement of Work is hereby incorporated into this contract and it's value is increased by $614,000.

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 7/16/2024.

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
LEO	Britton Mailand	313-456-3190	mailandb@michigan.gov
DTMB	John Walker	313-456-3814	walkerj5@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Scope of Work:

This Change Notice to Software Contract No. 230000000704 by and between (hereinafter, "Contract") includes additional services for State of Michigan's Unemployment Insurance Agency (UIA) project to add the assessment of select Finance-related data categories and processes to validate and incorporate select lessons learned and confirmed leading practices from the COVID-19 Pandemic into the new unemployment insurance system design and implementation.

No.	Changes	Total Estimated Fees (Tasks 13)
010	Add scope of services relating to the validation of withholding and remittance of federal income taxes and issuance of IRS Form 1099-G to unemployment insurance (UI) claimants.	$522,800 to $614,000

CR-010: Finance Data and Process Validation and Assessment

There are three task areas of scope included in this Change Notice:

Task 1: Evaluate the procedures performed by UIA that identified approximately 8,500 potentially incorrect Form 1099-G's sent to UI claimants during the period 2014 to 2023.

Task 1 Activities

a. Gain an understanding of and evaluate UIA's approach and methodology to ascertain if there are additional UI claimants that may have been impacted by the issuance of incorrect Form 1099-G's. Categorize the Form 1099-G discrepancies into scenarios to assess business rules and processes.
b. Evaluate existing system logic that supports complete and accurate tax withholding and reporting. UIA will provide the knowledge and documentation of existing system logic, or secure from current IT solution provider, as required.
c. Assess accounting logic of the tax withholding process for UI claimants.

d. Steps above presume UIA staff will perform direct, detailed data queries and analyses and provide summary output to Contractor. If required, UIA and Contractor will confirm a mutually agreed upon method for direct data access and controls, to be delivered directly through the state network.

Task 1 Work Product

a. Provide a summary and supporting report that outlines the activities and procedures performed and record observations with prospective remediation activities.

Task 2: Consultant will advise UIA on their account reconciliations related to the remittance of federal income taxes to the Internal Revenue Service (IRS) (IRS Form 945 Annual Return of Withheld Federal Income Tax). Related to these processes, the Consultant will perform the following:

Task 2 Activities

a. Examine UIA-calculated historical balances of over or under payments on tax remittances for the calendar years 2019 to 2023 and develop potential corrective actions for UIA to take to update policies and procedures or correct data, if needed.
b. Examine the UIA-determined current balance reconciliation of UIA-calculated claimant level tax withholdings and remitted taxes to the IRS for the current year as of June 30, 2024, for completeness and accuracy. (Account-level reconciliations will not be performed in addition to those completed by UIA.)
c. The IRS tax transcript will be requested by UIA and provided to the Consultant to examine in conjunction with the account reconciliations performed by UIA.

Activity 2 Work Product

a. Provide a summary and supporting report that outlines the activities performed and record observations with prospective remediation activities.

Task 3: Leveraging the information obtained in Activities 1 and 2, Consultant will assess policies, procedures, and internal control activities related to the withholding of Income taxes from UI claimants (1099-G) and remittance of those federal income taxes to the Internal Revenue Service (IRS) (IRS Form 945 Annual Return of Withheld Federal Income Tax)

Task 3 Activities

a. Develop an inventory of current policies, processes, reports, data, including sources in support of the calculations of remittance and reporting of tax withholdings and issuance of tax forms.

b. Interview key State accountants, stakeholders, and system owners across the operations and finance office.
c. Examine relevant policies and procedures and identify potential gaps or observations.
d. Ascertain the processes, reports and data gaps to be addressed in support of the remittance and reporting of tax withholdings and issuance of tax forms to claimants.
e. Review UIA accounting processes and identify areas of improvement related to completeness and accuracy of reporting
f. Develop with the UIA management team prospective remediation activities to improve the design and operating effectiveness of the processes and control activities for in-scope processes.
g. Collect information from a select sample of no more than three other state departments of labor and unemployment insurance agencies on the finance organizational structure and management approaches for the withholding and remittance of federal income taxes.
h. With UIA management, identify additional finance/accounting processes that may require further review outside the scope of this notice.

Task 3 Work Product

a. Provide a summary report that outlines the activities and procedures performed and record observations with prospective remediation activities.

Notes Regarding Services to be Provided:

Consultant will not provide any legal or tax advice regarding the Services, nor will we provide any assurance regarding the outcome of any future audit or regulatory examination or other regulatory action; the responsibility for all legal issues with respect to these matters, such as reviewing all work product for any legal implications to UIA, will be the UIA's.

The work products and deliverables to be produced will take the form of findings and recommendations to be provided to the UIA. Consultant will prepare no report intended for direct publication to the public, regulatory bodies at the federal or state level, or any other third party.

Our services will be performed in accordance with the Statement on Standards for Consulting Services of the American Institute of Certified Public Accountants and will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.

Pursuant to Contract Section 2.6, the parties agree that Consultant may subcontract any part of the services to our affiliates in the United States.

Schedule Summary

Tasks will commence upon execution of this Change Notice and will be completed on or before 9/30/2024. It is recommended that these tasks be completed in a sequential basis.

Task	Estimated Start Date	Estimated Completion Date
1) Evaluate Form 1099-G Data Anomalies (3 Weeks)	7/8/24	7/26/24
2) Data reconciliation of remitted taxes on Form 945 (3 Weeks)	7/29/24	8/16/24
3) Assessment of policies and procedures (6 Weeks)	8/19/24	9/30/24

Fees

The following fee schedule is for this Change Notice only based on the assumed levelof-effort to perform the scope of work outlined above. Billing will be performed at the completion of each Task and upon submission of the applicable work product.

Task	Estimated Fees
1) Evaluate Form 1099-G data anomalies	$104,500 to $122,800
2) Data reconciliation of remitted taxes on Form 945	$156,800 to $184,200
3) Assessment of policies and procedures and recommended remediation activities	$261,400 to $307,000
Total	$522,800 to $614,000

The estimated fees for this Change Notice is based on initially agreed upon parameters including duration and the level of desired interaction of the Consultant with UIA and their stakeholders. It is anticipated all activities can be performed on a virtual basis. (Travel or

Other Direct Costs (ODCs) are not included in the estimated fees.) Agreed upon changes to any of these parameters will result in changes to the cost estimate.

Based on the complexity and duration of the Change Notice, issues may arise that require procedures beyond what was initially anticipated within the Change Notice. If this should occur, the Consultant will discuss such items with UIA leadership prior to performing any additional work and the Change Notice will be amended in accordance with the provisions set forth in the Contract.

Additional Terms and Conditions Specific to this Change Notice

Modifications to the Contract pursuant to Contract, Section 45 (Contract Modification). Pursuant to Contract Section 45, both parties agree to the amend the Contract as follows:

1. For purposes of this Statement of Work only, Consultant's indemnification obligations shall include only those identified in Contract Sections 17.1(b) and (c). All other provisions regarding Consultant's indemnification obligations shall be inapplicable to the services performed pursuant to this Statement of Work.

2. For purposes of this Statement of Work only, Contract Section 19.2 is modified as follows: IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS STATEMENT OF WORK. Section 19.3 is hereby deleted in its entirety for the purposes of this Statement of Work.

Client Responsibilities

The following is a list of Client Responsibilities upon which the Consultant has relied in agreeing to perform the Services. Any deviation from the Client Responsibilities may result in changes to the estimated timing, fees, expenses, work products, level of effort required, or may otherwise impact Consultant's performance of the Services.

1. Work Products will be deemed accepted by UIA upon submission.
2. UIA shall be solely responsible for, among other things (a) the performance of its personnel and agents; and (b) the accuracy and completeness of all data and information provided to Consultant for purposes of the performance of the Services. Consultant's performance is dependent upon the timely and effective satisfaction of UIA's responsibilities and timely decisions and approvals of UIA in connection with the Services. We shall be entitled to rely on all decisions and

approvals by UIA. UIA will promptly notify Consultant of any issues, concerns or disputes with respect to the Services.

3. UIA will be responsible for all decisions related to any actions taken by UIA and/or for any procedures implemented by UIA based upon the work products provided by Consultant. Based upon the Scope of Work, Consultant will be assisting in various projects, but will not be providing or including recommendations within its work products.
4. UIA will limit any sensitive information to Consultant, such as PII, PHI, trade secrets and other information that it considers sensitive or highly confidential.

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

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **230000000704**

CONTRACTOR	
	DELOITTE CONSULTING LLP
	30 Rockefeller Plaza
	New York, NY 10112
	John Petrovich
	312-486-4493
	jpetrovich@deloitte.com
	CV0001354

STATE			
	Program Manager	Various	LEO
	Contract Administrator	Marisha Curtis	DTMB
		517-249-0493	
		curtism16@michigan.gov	

CONTRACT SUMMARY			
UNEMPLOYMENT INSURANCE SOLUTION			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 1, 2023	April 30, 2028	5 - 1 Year	May 1, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
NET 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		April 30, 2028
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$59,667,459.00	$1,940,055.00	$61,607,514.00		

DESCRIPTION

Effective 4/16/2024, the attached IT Statement of Work is incorporated into this Contract. This Contract is increased by $1,940,055.00.

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 1/30/2024.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
LEO	Britton Mailand	313-456-3190	mailandb@michigan.gov
DTMB	John Walker	313-456-3814	walkerj5@michigan.gov

STATE OF MICHIGAN
PROCUREMENT
Michigan.gov/MiProcurement

IT STATEMENT OF WORK

Scope of Work:

This Change Notice includes several changes for the State's Unemployment Insurance Solution project. They are being aggregated into this Contract Change Notice (CN) and cover the following requests:

	Changes	Additional Cost
1	Add language to allow the use of onshore subcontractors by the vendor	$0.00
2	Change the vendor's Technical Lead to Venkat Jangili	$0.00
3	Allow State users to be involved in SIT execution	$0.00
4	CR-003: Add General Ledger (GL) functionality to the scope of work	$1,940,055
5	CR-004: Modify Deliverable 16 Scheduled Dates	$0.00
6	CR-005: Modify timeline for the project to accommodate additional time for both R1 and R2	$0.00
7	CR-006: Specify the interfaces that use MiFTS and that are in-scope for the project	$0.00
8	CR-007: Descope certain interfaces	$0.00
9	CR-009: Modify Interstate Reciprocal Overpayment Recovery Arrangement (IRORA) requirements	$0.00

Taken collectively, these changes add time, scope, and cost to the project. While the new timeline is detailed with a Gantt chart in CR-005, new scope that is being added to the timeline is detailed in CR-003, CR-004, CR-006, CR-007, and CR-009. The timeline included in CR-005 will include pending CRs for both Employer Dashboard and Claimant Dashboard.

Schedule Summary:

The overall Gantt chart for the updated timeline is included as CR-005 below. Release 1 go-live is now scheduled for 2/17/2025, while Release 2 go-live is now scheduled for 9/1/2025.

- complete the configuration and customization of the Solution for in-scope work.
- Creates capacity for the Contractor and State to add functionality to the Solution, specifically for General Ledger and additional interfaces.

An updated Microsoft Project Plan (MPP) file with updated submission dates for deliverables will be submitted to the State Program Managers within 10 business days of executing this CN, and those dates will align with the high-level Gantt in this CN as well as all dates in the included CR's.

Addition of Onshore Subcontractors:

Contractor Subcontractor information.	
The legal business name, address, telephone number of the subcontractor(s).	Millennium Software Inc. 2000 Town Center, Suite 300, Southfield, MI 48075 248-213-1800
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	Millennium Software is a vendor that provides staff augmentation services. They provide Deloitte with resumes for pre-screened resources who are candidates for specific project roles we wish to fill. Deloitte interviews each candidate and makes a final determination about the appropriateness of bringing the candidate onto the project. All subcontractor resources work at the direction of Deloitte and are integrated with the Deloitte team.
The relationship of the subcontractor to the Contractor.	The subcontractor is an independent third-party who has entered into a contract with Deloitte to provide resources for Deloitte projects under a Master Services Agreement.
A complete description of the Contract Activities that will be	Subcontractor is expected to primarily provide resources to serve as US-based developers, testers, and analysts in order to

Contractor Subcontractor information.	
performed or provided by the subcontractor.	augment the team of Deloitte employees as needed.

Contractor Subcontractor information.	
The legal business name, address, telephone number of the subcontractor(s).	Technosoft Corporation dba Apexon One Towne Square 6th Floor Southfield, MI 48076 248 797 6588 / 248 722 0385
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	Apexon is a vendor that provides staff augmentation services. They provide Deloitte with resumes for pre-screened resources who are candidates for specific project roles we wish to fill. Deloitte interviews each candidate and makes a final determination about the appropriateness of bringing the candidate onto the project. All subcontractor resources work at the direction of Deloitte and are integrated with the Deloitte team.
The relationship of the subcontractor to the Contractor.	The subcontractor is an independent third-party who has entered into a contract with Deloitte to provide resources for Deloitte projects under a Master Services Agreement.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	Subcontractor is expected to primarily provide resources to serve as US-based developers, testers, and analysts in order to augment the team of Deloitte employees as needed.

Change of Contractor Key Personnel:

The Contractor Technical Lead has been changed to the following:

Contractor Key Personnel	
Name	Venkat Jangili
Address	1601 Wewatta St, Suite 400 Denver, CO 80203

Phone	+1.303.305.4802
Email	vjangili@deloitte.co

Approach to System Integration Testing (SIT):

Starting from the beginning of Ccycle 2 of SIT Execution, State users will participate in the execution of Integration Testing activities as defined in aligning with the SIT section of the Test Plans. State business users will useidentify an initial subset of SIT Test Cases & Scripts scenarios before SIT Execution to perform their test activities, following the Contractor-led SIT execution approach and facilitation, in a similar manner as Contractor test team members. Details of Contractor-led SIT execution approach and facilitation will be provided to the State, 2 weeks prior to the start of SIT. The State's participation in Integration testing does not absolve Deloitte's responsibilities for the completion of Integration Testing activities that are its responsibility or deliverables.

To participate in SIT testing, State users should be knowledgeable of in-scope UI Tax or Benefits business processes and, at minimum, should have completed a review of the Design documentation, Integration Test Cases & Scripts, and including test data for the functional areas they will test. While not required, it is preferred that State users participating in SIT have had prior experience on the project so as to be familiar with previous decisions made on the future functionality and new business processes associated with the system. The State may allow additional staff, including but not limited to state trainers, view- only access of SIT to familiarize themselves with the uFACTS system. Contractor will provision system access to SIT for State users two business days prior to Cycle 2 of the SIT Execution start date.

CR-003: Add General Ledger (GL) functionality to the scope of work:

While the contract includes some requirements related to General Ledger (GL), the scope of GL is based on interfacing to a state-wide GL system. During requirements validation and subsequent design sessions, it became clear that the intent of the State was to include a GL system within the uFACTS solution rather than interfacing to an existing statewide GL system. The core uFACTS solution contains full accounting entries of standard Unemployment Insurance transactions; however, it does not contain functionality typically included within a GL system. The purpose of this Change Request is to modify the scope of the contract to include the additional GL functionality.

For release 1 (UI Tax):

- Convert relevant GL entries from MiDAS into uFACTS for Tax.
- Tax GL functionality will go live in uFACTS.

For release 2 (UI Benefits):

- Convert relevant GL entries from MiDAS into uFACTS for Benefits.
- Remaining GL functionality will go live in uFACTS.

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The additional requirements that uFACTS will support as part of this Change Request are documented below.

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	New or Revised Submission Date	Additional Cost
1	General Ledger Functional Design (use cases and design specifications) - Deliverable 18.A	New	4/30/2024	$388,011
2	Release 1 General Ledger System Test Results - Deliverable 36	Existing	10/17/2024	$582,016
3	Release 1 General Ledger Cutover Completion Report - Deliverable 52	Existing	2/18/2025	$388,011
4	Release 2 General Ledger System Test Results - Deliverable 55	Existing	4/18/2025	$388,012
5	Release 2 General Ledger Cutover Completion Report - Deliverable 70	Existing	9/2/2025	$194,005
	Total Fixed Cost for this Change Request:			$1,940,055

Updated Business Specifications

The following requirement, included in Attachment A: Business Specifications is hereby amended as follows:

Requirement Number	Original Requirement (from contract)	Updated Requirement (per this Change Request)
EE.2.23	All financial transactions must flow into the general ledger, following all GASB, FASB and GAP rules, and maintain an audit trail of all transactions.	All financial transactions will be stored and maintained in uFACTS, which will be enhanced to provide the General Ledger functionality described below, including maintaining an audit trail of all transactions.

General Ledger Requirements

Michigan has requested a General Ledger (GL) module for the uFACTS implementation. This is new functionality that includes the following use cases which will be finalized as part of the design.

Use Case 1: Establish and Maintain General Ledger Accounts

Use Case Brief Description: The Establish and Maintain General Ledger use case describes the functionality necessary for Staff to view, create, edit, and maintain the subledger and general ledger accounts.

Use Case 2: Establish and Maintain External Accounting Transactions

Use Case Brief Description: The Establish and Maintain External Accounting Transactions use case describes the functionality necessary for Staff to create, edit, upload, reverse, and submit a General Ledger (GL) entry for approval. Staff will be able to search and view a posted GL entry and view GL backup documentation. A new workflow queue will be created for management approval of the GL entry. Once approved by management, the entry will be posted to the General Ledger.

The following **ARE** included as part of the Change Request.

- General ledger templates that identify commonly used journal entries, and staff can select a template, and the debit and credit entries will be displayed. Staff will need to enter the debit amounts and the credit amount will be populated based on the debit amount but will be editable by Staff. There will be an option to upload files as backup/supporting documentation for journal entries. The supporting documentation shall be stored and linked to the Journal ID Number so staff/management can view journal entry supporting documentation. Staff will submit the GL entry and a new workflow item will be created in the General Ledger Entry Approval for management approval. Management can return the entry for adjustments which will generate an email correspondence to staff. When management approves the GL entry, it will be posted to the GL.
- An option for a manual entry which allows staff to enter GL Accounts along with the debits and credits. This option allows for staff to upload a CSV file that will upload the debits and credits into the manual template. This file shall be linked to the Journal ID Number and can be viewed by Staff after posting to the GL.
- After a GL Entry is posted to the system, staff can search and view the entry in uFACTS. For posted entries, there should be a link to view the entry in Power BI. Staff will have the option to reverse entry. If the reverse hyperlink is selected, the system will display

the reverse entry, and the original Journal ID Number will be linked to the reversal Journal ID Number. Staff will not be allowed to modify debits and credits but can add notes and a description.

- On the Manual Entry template there will be an option for cross fiscal year adjustments during fiscal period 13 – Oct. If Staff submits a Journal ID # with the checkbox selected, System batch process shall create a Journal ID # with the cross fiscal year adjusting entries. The cross fiscal year adjustments created by batch shall reverse the original entry. System batch process shall post all cross fiscal year adjusting entries with an effective date of October 1 of the new Fiscal Year in Fiscal Period 1.
- Manual GL entry will post in real time.

Use Case 3: Establish and Maintain Closing Entries

Use Case Brief Description: The Establish and Maintain Closing Entries use case describes the functionality necessary for the staff to close a General Ledger (GL) period and the system process to open a new General Ledger (GL) month/period and roll up year end balances for specific GL accounts.

The following **ARE** included as part of the Change Request:

- Fiscal Year and Period Maintenance Screen. This screen allows Staff to view the search results for a fiscal year and period. The screen displays the fiscal year, period, period begin and end dates, open and close dates, and allows management staff to make edits.
- Batch process will open new fiscal periods and management will manually close the fiscal period when all GL entries have posted.
- There will be an on-demand Annual Rollup Batch that will be run at the end of the fiscal year. The original GL accounts and the rollup GL accounts will be identified.

Use Case 4: Establish and Maintain Accounting Transaction Mapping

This use case includes the Category ID and GL Debit and Credit assignments matrix and addresses the summarization of the Category IDs transferred to the GL tables and includes documentation for system transactions and events.

Use Case 5: Fiscal Reports

This use case details about how fiscal reports will be generated from the system. All reports included are listed below in “New Components” and a SRR will be provided for each. *Generally, reports that exist as static reports on fixed cadence should also have facsimile reports within PowerBI that allow users to explore the report: filter or sort by fields, drill into totals (directly back to underlying claim/employer and benefit week/tax quarter), view across arbitrary date ranges, add or remove fields from the report, and*

join to other database elements (e.g., to pull in various claimant or tax account characteristics, presence of indicators, etc., for various analyses or other purposes.)

Use Case 6: Microsoft PowerBi Standard Management Reporting

This use case details how the general ledger activity will be summarized and presented in the General Ledger. The Microsoft PowerBI views will enable users to access general ledger reports including periods, accounts, and multiyear summarized activity for each account. Detail information, supporting the GL activity will be presented in reports created in PowerBI that will allow users to view data, filter data, and drill down to the source activity.

New Requirement

Requirement Number	New Requirement (per this Change Request)
New Requirement #1	uFACTS will contain a General Ledger module to support the State's accounting and reporting needs.

New Components

The scope of "New Requirement #1" is limited to the components listed below and will be designed, developed, tested, and implemented in the uFACTS solution in Release 1 and Release 2.

Use Case	Component	Description
Establish and Maintain General Ledger	Screen	General Ledger Account Maintenance Approver Pop-Up Screen
Establish and Maintain General Ledger	Screen	General Ledger Account Maintenance Approver Confirmation Pop-Up Screen
Establish and Maintain General Ledger	Screen	Subledger Account Maintenance Screen
Establish and Maintain General Ledger	Screen	Subledger Account Maintenance Add Pop-Up Screen

Use Case	Component	Description
Establish and Maintain General Ledger	Screen	Subledger Account Maintenance Edit Pop-Up Screen
Establish and Maintain General Ledger	Screen	Subledger Account Maintenance Approver Pop-Up Screen
Establish and Maintain General Ledger	Screen	Subledger Account Maintenance Approver Confirmation Pop-Up Screen
Establish and Maintain General Ledger	Screen	State Agency Reporting Code Maintenance
Establish and Maintain General Ledger	Screen	Add State Agency Reporting Code Pop-Up Screen
Establish and Maintain General Ledger	Screen	Save Confirmation State Agency Reporting Code Pop-Up Screen
Establish and Maintain General Ledger	Screen	Edit State Agency Reporting Code Pop-Up Screen
Establish and Maintain General Ledger	Screen	Edit Confirmation State Agency Reporting Code Pop-Up Screen
Establish and Maintain General Ledger	Screen	Remove Confirmation State Agency Reporting Code Pop-Up Screen
Establish and Maintain External Accounting Transactions	Screen	Create/Edit General Ledger Entry Screen
Establish and Maintain External Accounting Transactions	Screen	Create General Ledger Entry Screen
Establish and Maintain External Accounting Transactions	Screen	General Ledger Manual Entry Details Screen
Establish and Maintain External Accounting Transactions	Screen	General Ledger Entry Details Screen
Establish and Maintain External Accounting Transactions	Screen	General Ledger Entry Details Screen After Save
Establish and Maintain External Accounting Transactions	Screen	General Ledger Manual Entry Details Screen After Save

Use Case	Component	Description
Establish and Maintain External Accounting Transactions	Screen	General Ledger Backup Screen
Establish and Maintain External Accounting Transactions	Screen	General Ledger Upload Screen
Establish and Maintain External Accounting Transactions	Screen	Submit Confirmation General Ledger Pop-Up Screen
Establish and Maintain External Accounting Transactions	Screen	Delete Warning General Ledger Pop-Up Screen
Establish and Maintain External Accounting Transactions	Screen	Search General Ledger Details Screen
Establish and Maintain External Accounting Transactions	Screen	View General Ledger Details Screen
Establish and Maintain External Accounting Transactions	Screen	Reverse General Ledger Entry Details Screen
Establish and Maintain External Accounting Transactions	Workflow	General Ledger Entry Approval Workflow Queue - Search Screen
Establish and Maintain External Accounting Transactions	Workflow	General Ledger Entry Approval Workflow Queue - Approval/Return Screen
Establish and Maintain External Accounting Transactions	Correspondence	System Generates Email to UIA Staff of The GL Entry When Returned.
Establish and Maintain Closing Entries	Screen	Fiscal Year and Period Maintenance Search
Establish and Maintain Closing Entries	Screen	Fiscal Year and Period Maintenance Search Results
Establish and Maintain Closing Entries	Screen	Edit Close Date Popup
Establish and Maintain Closing Entries	Screen	Confirmation of Close Date Popup
Establish and Maintain Closing Entries	Batch	Open New Fiscal Year and Period 1 (October)

Use Case	Component	Description
Establish and Maintain Closing Entries	Batch	Open Periods 2-12, 13-Oct, and 14-Nov
Establish and Maintain Closing Entries	Batch	Roll up Entries
Fiscal Reports	Reports	UIA GL Reports - Balance Sheet
Fiscal Reports	Reports	UIA GL Reports - Statement of Net Position
Fiscal Reports	Reports	UIA GL Reports - Statement of Revenues, Expenses & Changes in Fund Net Assets
Fiscal Reports	GL View	Trial Balance Report for every account int the GL system with a two-year comparison.
Fiscal Reports	Reports / GL Views	Current and new fiscal reports need drilldown capabilities that allow the user the ability to filter and explore the details of balances down to the benefit week/tax quarter, either within PowerBI or within uFACTS native reporting environment.
Fiscal Reports	Reports	Accounts Payable Report for Employers (credit balances) which ties to general ledger receivable balances and can be filtered (e.g., by employer type) and drilled to the corresponding tax quarters that make up any given balance. Drilled details should report the date of the payment/change adjustment that has given rise to the credit balance.
Fiscal Reports	Reports	Accounts Payable Report for Claimants (credit balances) which ties to the general ledger and can be filtered by claimant id and drilled to the claimant.
Fiscal Report	Reports	Accounts Receivable Aging for Overpayments/Restitution by quarter, transaction date, interest, penalties, and program which ties to the general ledger. Report to be filterable and drillable to claimant.

Use Case	Component	Description
Fiscal Reports	Reports	System must generate a daily report with the transmission file summary information. Reporting on daily outgoing files - Benefit Payments, Daily Benefits paid by electronic, FOC, IRORA, CWC and Checks with settlement date noted and listing all the refunds for the day.
Fiscal Reports	Reports	Report for unmatched payments - Ad hoc or monthly Report on Employer EFT payments and status of applied or not applied by date sent and employer number/name.
Fiscal Reports	GL View with SRR documentation	GL Reporting on accounts with specific transactions to identify activity within the account. For instance, the banking general ledgers should distinguish deposits from many methods, NSF, ACH return, Checks written, etc. This will be a GL View accessed in Power BI.
Fiscal Reports	Reports	Reimbursable Employer Balance, Charges, and Adjustments at quarter end by employer type.
Fiscal Reports	Reports	Reimbursable Employer Billing Issuance and Charges (local governments entities that are billed at their fiscal year end)
Fiscal Reports	Reports	Reimbursable Employer Bill Details for the quarterly billing cycle including those billed on reimbursing group statements.
Fiscal Reports	GL View with SRR documentation	Reporting on general ledger activity that can be run ad hoc and display all GL accounts, period, JV date, Transaction Codes, manual entry vs system entry, and have filters and be drillable. This will be a GL View accessed in Power BI.
Fiscal Reports	GL View with SRR documentation	GL Accounts - lists all accounts where we can filter on one account and get the entire activity by month and fiscal year. This will be a GL View accessed in Power BI.

Use Case	Component	Description
Fiscal Reports	GL View with SRR documentation	Daily Summary totals are needed for each GL activity type for each GL account. System must permit the ability to 'drill down' into the summary activity to get to the claimant/employer details for analysis & reconciliation purposes. This will be a GL View accessed in Power BI.
Fiscal Reports	GL View with SRR documentation	Ability to trace deposits from general ledger posting to claimant/employer and how it applied for a day or period and ties to general ledger amount posted. This will be a GL View in Power BI.
Fiscal Reports	Reports	Claimant and Employer entire transactions within the accounts by JV date (posted) and Effective date.
Fiscal Reports	Reports	Claimant and Employer GL transactions per claim or per employer quarter with JV date and effective date- Filter and drill down.
Fiscal Reports	Reports	ETA 2112 – NOTE: This will be completed with Release 2.
Fiscal Reports	Reports	ETA 8405
Fiscal Reports	Reports	ETA 8401
Fiscal Reports	Reports	Tax Accounts Receivable - Aging with Detail in PowerBI and allow the user to filter by employer type, receivable type (ABC, NBC, CBC tax and penalty), filing period and allow user to drill down to specific account and details.
Fiscal Reports	Reports	Tax Accounts Receivable - Delinquent Aging
Fiscal Reports	Reports	Tax Accounts Receivable - Fiscal Year End Accrual
Fiscal Reports	Reports	Tax Accounts Receivable – General

Use Case	Component	Description
Fiscal Reports	Reports	Tax Accounts Receivable - Monthly Summary
Fiscal Reports	Reports	Tax Cash Activity
Fiscal Reports	Reports	Tax Deposits
Fiscal Reports	Reports	Tax Dishonored Payments to be delivered in PowerBI and will be viewable across a range of dates, filterable, drillable, and to allow combination with other tables and customization with respect to fields.
Fiscal Reports	Reports	Tax Refunds Issued to be delivered in PowerBI to be viewable across a range of dates, filterable, drillable, and to allow combination with other tables and customization with respect to fields.
Fiscal Reports	Reports	Tax Refunds Outstanding to be delivered in PowerBI to be drillable and filterable and allow customization with respect to fields.
Fiscal Reports	Reports	Tax Refunds Void/Stopped to be delivered in PowerBI with a viewable range of dates, filterable, drillable, and to allow combination of other tables and customization with respect to report fields.
Fiscal Reports	Reports	Tax Outstanding Checks Through Report
Fiscal Reports	Reports	TOP Collection Report to include date range, cycle, customer level details such as employer, claimant, debt ID.
Fiscal Reports	Reports	ICON IB6 Outgoing Monthly Report
System Generated	Table / Batch	Summarized Data for the GL tables
Fiscal Reports	Reports	CWC Receivables Detail Report
System Generated	Batch	Year End GL Data to upload to State GL

Use Case	Component	Description
Data Conversion	Data Conversion	GL data from MiDAS needs to be converted to uFACTS
Daily CWC Rollup	Batch	Daily rollup CWC subledger accounts

Schedule Impacts

The work to implement this Change Request will be completed during the development sprints, system integration testing and user acceptance testing and implementation of Release1 and Release 2. Additional capacity to accommodate this Change Request will be required and the timeline and schedule to accommodate this Change Request is reflected in CR-005.

Cost

The following provides the cost break out for this Change Request.

Resource	Hourly Rate	Total Hours	Total Fees
Offshore Developer - 1	$36	4,290.0	$154,440.00
Offshore Developer - 2	$45	4,056.0	$182,520.00
Offshore Developer - 3	$54	975.0	$52,650.00
Offshore Tester - 2	$45	2,106.0	$94,770.00
Onsite Developer - 1	$125	3,510.0	$438,750.00
Onsite Developer - 2	$150	2,632.5	$394,875.00
Onsite Developer - 3	$175	975.0	$170,625.00
Onsite Tester - 1	$120	2,340.0	$280,800.00
UI Business Consultant	$250	682.5	$170,625.00
Grand Total		21,567.0	$1,940,055.00

CR-004: Modify Deliverable 16 Scheduled Dates:

The Change Request adjusts the schedule for the delivery of Deliverable 16: Solution Implementation Plan. The original deliverable was submitted on 10/18/23 with several placeholders for information that would not be available until later in the project. The updated review process for Deliverable 16 will be as follows:

1. State to finish initial review of version 1.0 Deliverable (submitted 10/18/2023).
2. Deloitte to address State feedback from 1.0 Deliverable review.
3. Deloitte to continue to update Deliverable #16 as information becomes available (see list of placeholders and estimated due dates that are aligned with the overall project schedule).
4. Deloitte to resubmit Deliverable #16 to State, 60 days prior to R1 Go-Live (currently scheduled for 12/19/2024) once all placeholders have been addressed (see Schedule Impacts).
5. State to review deliverable to confirm the placeholders were addressed.
6. State to approve deliverable.

No.	Deliverables (Pricing Schedule)	New/Existing Deliverable?	Revised Submission Date	Additional Cost	Payment Amount
1	16. Solution Implementation Plan	Existing	12/19/2024 (Original submission 10/18/2023 and resubmission to occur 60 days prior to R1 Go-Live on 12/19/24)	$0	$911,366.22
	Total Fixed Cost for this Change Request:			$0	

List To Be Addressed In R1 Final Submission

System Security Plan (SSP)

The following placeholders were included in the SSP:

#	Section(s) #	Placeholder	Date(s)	Information Required	Dependency and Notes
1	Contingency Planning	Controls listed in the contingency planning require more detail before final deployment go live. Starting from CP-2 through CP-9.	06/03/24 07/26/24	Definition of the Disaster Recovery (DR) strategy and backup or replication strategy. Documented Contingency Plan and DR for the Employer Contribution application	Dependent on project plan activities: 4.7 Establish Production Environment 5.3 Design (R1) 5.4 Develop (R1) *Assumption*: Disaster Recovery (DR) strategy is defined and implemented when the production environment is configured
2	CP-2	Contingency Plan, identified key personnel, review of the plan, testing of the plan, incorporate lessons learned over time into the plan.	07/26/24	Documented Contingency Plan and DR for the Employer Contribution application	Refer to notes in row 1
3	CP-2 (1)	Coordinating contingency plan development with	07/26/24	Documented Contingency Plan and DR for the	Refer to notes in row 1

#	Section(s) #	Placeholder	Date(s)	Information Required	Dependency and Notes
		organizational elements requires initial contingency plan.		Employer Contribution application	
4	CP-2 (3)	Plans for the resumption of essential missions and business functions of contingency plan activation within the time period agreed to by the Information System Owner and Data Custodian.	07/26/24	Documented Contingency Plan and DR for the Employer Contribution application	Refer to notes in row 1
5	CP-2 (8)	Identifies critical information system assets supporting essential missions and business functions. These have not been finalized yet.	04/30/24	Identify mission critical business functions and system components for recovery the Employer Contribution application	Refer to notes in row 1
6	CP-3	Contingency Training requires plan first	07/26/24	Definition of contingency and DR training plan for the Employer Contribution application	Refer to notes in row 1
7	CP-4, CP-4(1)	Contingency Plan Testing requires plan first	07/26/24	Documented Contingency Plan and DR for the Employer Contribution application	Refer to notes in row 1

#	Section(s) #	Placeholder	Date(s)	Information Required	Dependency and Notes
8	CP-6, CP-6(1), CP-6(3)	Alternate Storage Site not yet designated	04/30/24	Selection of alternate storage site	Refer to notes in row 1
9	CP-7, CP-7(1), CP-7(2), CP-7(3)	Alternate Processing Site not yet designated	04/30/24	Selection of alternate processing site and definition of the DR strategy	Refer to notes in row 1
10	CP-8, CP-8(1), CP-8(2)	Alternate Telecommunications Services need to be determined.	04/30/24	Definition of telecommunications services strategy for production environment and support of the disaster recovery strategy	Refer to notes in row 1
11	CP-9, CP-9(1), CP-9(8)	System Backup plans not finalized	06/03/24	Definition of the system backup plan for production environment and disaster recovery sites	Refer to notes in row 1

Business Continuity / Disaster Recovery (BC/DR) Plan

The following placeholders were included in the BC/DR Plan:

#	Placeholder	Date(s)	Information Required	Dependency and Notes
1	State-determined RTO.	04/30/24	Identify and confirm mission critical processes, Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for the system	Dependent on project plan activities: 4.7 Establish Production Environment 5.3 Design (R1) 5.4 Develop (R1) *Assumption*: Disaster Recovery (DR) strategy is defined and implemented when the production environment is configured
2	State-determined RPO.	04/30/24	Identify and confirm mission critical processes, Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for the system	Refer to notes in row 1
3	State-identified business process for recovery of business operations.	04/30/24	Identify and confirm mission critical processes, Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for the system	Refer to notes in row 1

#	Placeholder	Date(s)	Information Required	Dependency and Notes
4	Technical architecture details in support of an alternate location/recovery site for the production uFACTS environment.	04/30/24	Alternate work location and recovery site identified and selected Documented system architecture including disaster recovery strategy	Refer to notes in row 1
5	a. We expect to leverage the Infrastructure-as-Code (IaC) to deploy the application to an alternate Azure location in the event of an outage along with a database restoration into the same region, to support the restoration of functionality. The details on this process are not final and will be determined at later stage of the project. These details may include but are not limited to: i. Database replication strategy, ii. Backup strategy, iii. Compute infrastructure redundancy strategy, iv. High-level and detailed technical recovery, verification, and validation processes, and v. Infrastructure and component list of the production and alternate environments.	06/03/24 07/26/24	Definition of the Disaster Recovery (DR) strategy and backup or replication strategy Documented Contingency Plan and DR for the Employer Contribution application	Refer to notes in row 1

#	Placeholder	Date(s)	Information Required	Dependency and Notes
6	State-owned emergency response procedures and mitigation procedures. a. In this version we have included an example of a response plan. However, the State UI response procedures need to be defined and documented.	04/30/24	State emergency response and mitigation procedures	Refer to notes in row 1
7	Key personnel lists, notification lists.	04/30/24	Identification and designation of key personnel and notification list for activation of Contingency Plan and DR processes	Refer to notes in row 1
8	Roles and responsibilities of teams participating in the recovery process for the uFACTS application.	04/30/24	Identification and designation of key personnel and notification list for activation of Contingency Plan and DR processes	Refer to notes in row 1
9	Identified Recovery Region in Azure	06/03/24	Definition of the Disaster Recovery (DR) strategy and backup or replication strategy	Refer to notes in row 1
10	Backup and Retention Schedule	06/03/24	Definition of the Disaster Recovery (DR) strategy and backup or replication strategy	Refer to notes in row 1

#	Placeholder	Date(s)	Information Required	Dependency and Notes
11	Critical Dependencies table - This section identifies the critical dependencies and key components, systems, applications, and processes that are vital for the operation of the uFACTS system. This identification ensures that these elements are given priority during disaster recovery efforts	06/03/24 04/30/24	Definition of the Disaster Recovery (DR) strategy and backup or replication strategy Identify mission critical business functions and system components for recovery the Employer Contribution application	Refer to notes in row 1
12	Roles and responsibilities table - The table below illustrates the relevant members supporting the Business Continuity and Disaster Recovery processes for the uFACTS system.	04/30/24	Identification and designation of key personnel and notification list for activation of Contingency Plan and DR processes	Refer to notes in row 1
13	Activation and Contact table - The Contractor - SOM Operations Manager will notify appropriate recovery teams listed in the Roles and Responsibilities section. The Contractor SOM Operations Manager will also notify the vendor application Point of Contacts (POCs) listed in the contact list below who interface with the SOM uFACTS module once a disaster has been identified and declared.	04/30/24	Identification and designation of key personnel and notification list for activation of Contingency Plan and DR processes	Refer to notes in row 1
14	Alternate Personnel/Workplace Procedures - This section outlines the	04/30/24	Identification and designation of key personnel and notification list	Refer to notes in row 1

#	Placeholder	Date(s)	Information Required	Dependency and Notes
	actions needed to initiate the activation of the alternate workplace plan. This includes notification to the SOM MI groups, and the deployment of the required resources as determined by the SOM.		for activation of Contingency Plan and DR processes	
15	Tables to be filled in regarding the critical elements of the application and what parts if any need to have active DR management. 5.2.1 Applications in Tier 0 The following table lists the applications and application components in Tier 0.	06/03/24 04/30/24	Definition of the Disaster Recovery (DR) strategy and backup or replication strategy Identify mission critical business functions and system components for recovery the Employer Contribution application	Refer to notes in row 1
16	Tables to be filled in regarding the critical elements of the application and what parts if any need to have active DR management. 5.2.1 Applications in Tier 1 The following table lists the applications and application components in Tier 1.	06/03/24 04/30/24	Definition of the Disaster Recovery (DR) strategy and backup or replication strategy Identify mission critical business functions and system components for recovery the Employer Contribution application	Refer to notes in row 1

#	Placeholder	Date(s)	Information Required	Dependency and Notes
17	Tables to be filled in regarding the critical elements of the application and what parts if any need to have active DR management. 5.2.1 Applications in Tier 2 The following table lists the applications and application components in Tier 2.	06/03/24 04/30/24	Definition of the Disaster Recovery (DR) strategy and backup or replication strategy Identify mission critical business functions and system components for recovery the Employer Contribution application	Refer to notes in row 1
18	Review and Testing Cycle - As part of the BCP, SOM will review and test the recovery procedures at least once per <Unit of Time Set by SOM>. All results of the review and test cycle will be stored based on the State of Michigan policies.	04/30/24	Decision for review cycle of DR and BCP plan (e.g., Annual, etc.)	Refer to notes in row 1
19	Miscellaneous Topics - After a review or test of business continuity and/or disaster recovery procedures, it may be necessary to adjust the plans and procedures to improve response time, adhere to new requirements, or change the designated escalation paths. The SOM will provide the process details that will seek the appropriate approvals to change the BC/DR procedures.	04/30/24 04/30/24	Identification and designation of key personnel and notification list for activation of Contingency Plan and DR processes Confirmation of plan maintenance process	Refer to notes in row 1

#	Placeholder	Date(s)	Information Required	Dependency and Notes
		04/30/24	Confirmation of outage assessment form components and required fields	
20	Technical Recovery Table - Technical Recovery, Verification, and Validation - When a disaster is declared a series of activities are triggered. The steps below will be performed to restore the uFACTS application in the alternate site. The table is also a template that can be used to record the status and duration during a disaster recovery event.	06/03/24 07/26/24	Definition of the Disaster Recovery (DR) strategy and backup or replication strategy Documented Contingency Plan and DR for the Employer Contribution application	Refer to notes in row 1

Schedule Impacts

Deliverable 16 will be resubmitted 60 days prior to R1 Go-Live (12/19/2024). The updates to the detailed tasks related to Deliverable 16 will be completed as part of the mpp update included in CR-005.

CR-005: Modify Timeline:

The Change Request re-baselines the schedule, including scheduled dates for deliverables, for the implementation of Release 1 Tax (to extend the implementation date from October 1, 2024 to February 17, 2025), and for the implementation of Release 2: Benefits (to extend the implementation date from April 30, 2025 to September 1, 2025), as depicted below.

Effect on Schedule: Per this Change Request, the overall project implementation dates for R1 and R2 will be extended from 10/1/2024 to 2/17/2025 and from 04/30/2025 to 09/01/2025 respectively. The updated milestone and deliverable dates are included below.

Effect on Cost: There are no additional project costs for this Change Request.

Schedule Change	Additional Schedule Weeks	Total Hours	Chargeable Hours	Price
Add three sprints (12 weeks) to R1 to accommodate additional in-scope complexities (1)	12	54,372	0	$0
Add one additional sprint to R1 to accommodate changes to design outside of the contractual period for design (1)	4	18,124	0	$0
Add one additional sprint to R2 to accommodate changes to design outside of the contractual period for design (1)	4	21,976	0	$0
Totals:	**20**	**94,472**	**0**	**$0**
(1) Additional time at Deloitte's request and that is not chargeable to Michigan				

Effect on the Deliverables: The submission schedule for the remaining R1 and R2 project deliverables will be re-baselined due to this change. An updated .mpp project schedule file will be submitted two weeks after the approval of this Change Request,

reflecting the new baseline schedule, including the updated delivery dates for the scheduled deliverables. A new payment schedule will also be submitted to reflect the updated contract value.

Project Schedule and Deliverables Impact Details

The impact to the project schedule, as a result of this Change Request, will be reflected in the updated Project Master Schedule and will be submitted to the State within 14 calendar days after this Contract Notice is executed. This revised schedule is based on the following assumptions:

- The Contractor will submit the R1 design by 4/12/2024 (excluding GL and MiFTS interfaces). The State will provide approval within 10 calendar days.
- The Contractor will submit the R2 design by 4/19/2024 (excluding MiFTS interfaces. The State will provide approval within 10 calendar days.
-
- The approval of DED 32 - Test Cases and Test Scripts (Release 1) which includes the Deloitte defined process to meet the State's request for the rolling review of Test Cases and Test Scripts, prior to the acceptance of this Change Request. Any change to this process will add time to the project schedule described herein. The same changes must also apply to DED 44 – Test Cases and Test Scripts (Release 2).
- Adjusting the System Integration Testing (SIT) entry criteria in the Test Plan (deliverables 21 and 31) in order to allow for SIT to overlap the final sprint for both R1 and R2.

The impact to the project deliverables submission dates, as a result of this Change Request, is depicted below.

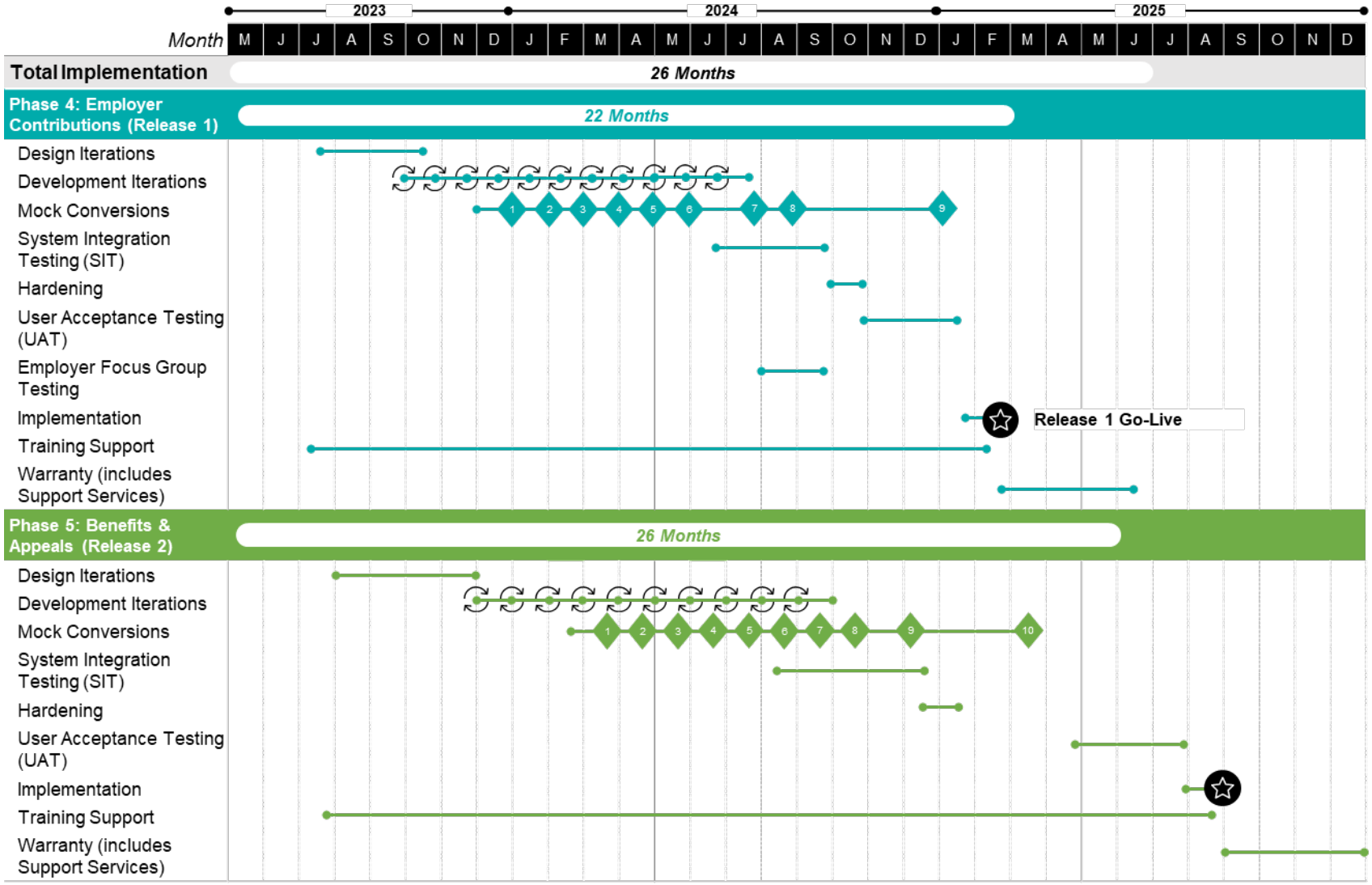
Del ID	Name	Baseline Submission Date	Revised Submission Date
12	Deliverable 12: Validate Development, Test and Production Environments (DEV and Test)	Tue 10/31/23	Fri 6/28/24
30	Deliverable 30: OCM - Stakeholder Engagement Strategy (Release 2)	Thu 12/21/23	Wed 1/17/24
32	Deliverable 32: Test Cases and Test Scripts (Release 1 SIT)	Fri 3/29/24	Fri 6/14/24
33	Deliverable 33: OCM - Impact and Readiness Assessment (Release 1)	Fri 3/29/24	Fri 6/14/24
34	Deliverable 34: Training Plan (Release 2)	Tue 4/23/24	Tue 8/23/24

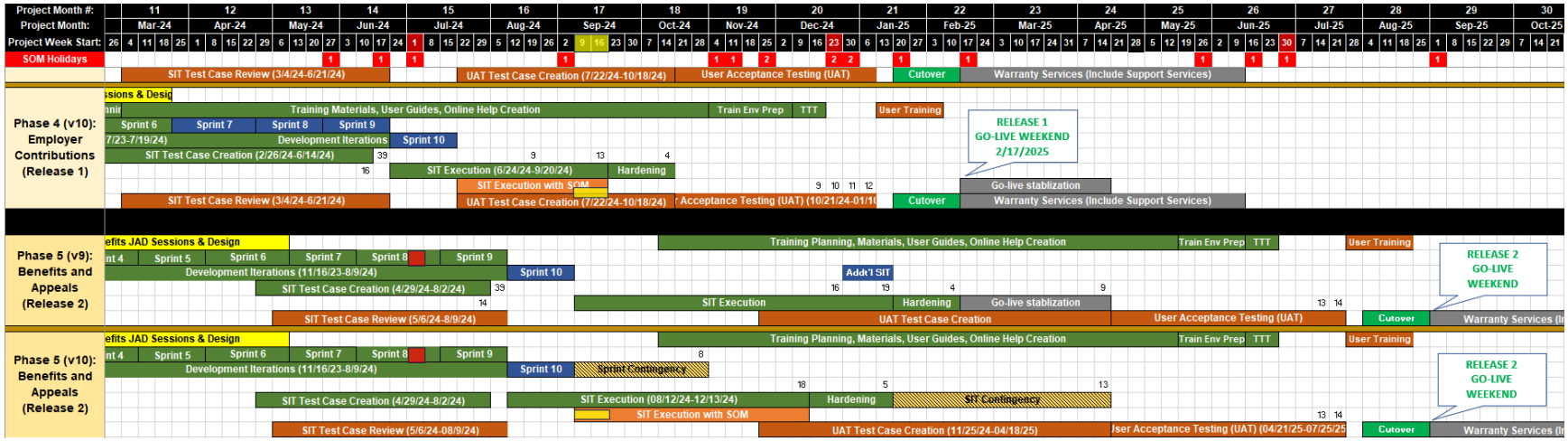
35	Deliverable 35: Validate Development, Test and Production Environments (Production)	Fri 6/28/24	Fri 8/23/24
36	Deliverable 36: System Integration Test Results (Release 1)	Fri 6/28/24	Thu 10/17/24
37	Deliverable 37: Training Curriculum and Materials (Release 1)	Fri 6/28/24	Fri 11/8/24
38	Deliverable 38: OCM - Organizational Transition Impact (Release 1)	Fri 6/28/24	Fri 9/13/24
39	Deliverable 39: Cutover Plan (Release 1)	Wed 7/31/24	Fri 12/20/24
40	Deliverable 40: Final Training Documentation (Release 1)	Wed 7/31/24	Fri 12/20/24
41	Deliverable 41: Updated Project Implementation Plan (Release 1	Wed 7/31/24	Fri 12/20/24
42	Deliverable 42: Readiness Report (Release 1)	Fri 8/30/24	Fri 1/31/25
43	Deliverable 43: Updated Cutover Plan and Schedule (Release 1)	Fri 8/30/24	Fri 1/31/25
44	Deliverable 44: Test Cases and Test Scripts (Release 2 SIT)	Fri 8/23/24	Fri 8/2/24
45	Deliverable 45: OCM - Impact and Readiness Assessment (Release 2)	Fri 8/23/24	Thu 10/31/24
46	Deliverable 46: Final Implementation Document (Release 1)	Mon 9/30/24	Tue 2/18/25
47	Deliverable 47: UAT Support and UAT Results (Release 1)	Mon 9/30/24	Mon 2/10/25
48	Deliverable 48: Final Test Results Report (Release 1)	Mon 9/30/24	Mon 3/10/25
49	Deliverable 49: Final Acceptance (Release 1)	Mon 9/30/24	Tue 2/18/25
50	Deliverable 50: Training Completion Report (Release 1)	Mon 9/30/24	Fri 2/14/25
51	Deliverable 51: Final As-Built System Documentation (Release 1)	Mon 9/30/24	Tue 2/18/25
52	Deliverable 52: Cutover Completion Report (Release 1)	Mon 9/30/24	Tue 2/18/25
53	Deliverable 53: OCM - Report Adoption Metrics (Release 1)	Thu 10/31/24	Tue 3/18/25
54	Deliverable 54: Technical Documentation for Knowledge Transfer (Release 1)	Thu 10/31/24	Fri 3/14/25
55	Deliverable 55: System Integration Test Results (Release 2)	Mon 12/16/24	Fri 4/18/25
56	Deliverable 56: Training Curriculum and Materials (Release 2)	Mon 12/16/24	Wed 5/21/25
57	Deliverable 57: OCM - Organizational Transition Impact (Release 2)	Mon 12/16/24	Fri 2/28/25
58	Deliverable 58: Post Production Warranty (Release 1)	Fri 1/31/25	Mon 6/16/25
59	Deliverable 59: Cutover Plan (Release 2)	Fri 1/24/25	Thu 5/15/25
60	Deliverable 60: Final Training Documentation (Release 2)	Fri 1/24/25	Wed 5/21/25
61	Deliverable 61: Updated Project Implementation Plan (Release 2	Fri 2/21/25	Tue 6/24/25
62	Deliverable 62: Readiness Report (Release 2)	Mon 3/24/25	Mon 6/16/25
63	Deliverable 63: Updated Cutover Plan and Schedule (Release 2)	Mon 3/24/25	Thu 7/24/25
64	Deliverable 64: Final Implementation Document (Release 2)	Wed 4/30/25	Wed 9/3/25

65	Deliverable 65: UAT Support and UAT Results (Release 2)	Wed 4/23/25	Fri 8/15/25
66	Deliverable 66: Final Test Results Report (Release 2)	Wed 4/23/25	Fri 8/15/25
67	Deliverable 67: Final Acceptance (Release 2)	Wed 4/23/25	Mon 9/1/25
68	Deliverable 68: Training Completion Report (Release 2)	Wed 4/23/25	Tue 9/2/25
69	Deliverable 69: Final As-Built System Documentation (Release 2)	Wed 4/23/25	Tue 10/7/25
70	Deliverable 70: Cutover Completion Report (Release 2)	Wed 4/30/25	Mon 9/1/25
71	Deliverable 71: OCM - Report Adoption Metrics (Release 2)	Fri 5/30/25	Fri 10/10/25
72	Deliverable 72: Technical Documentation for Knowledge Transfer (Release 2)	Wed 5/21/25	Wed 9/24/25
73	Deliverable 73: Post-Production Warranty (Release 2)	Fri 8/29/25	Thu 1/1/26
106	Deliverable 106: Project Closeout Report	Fri 4/29/33	Tue 11/1/33

Project Timeline

The following reflects the updated Project Timeline as a result of this Change Request(starting in January 2024).


2023
2024
2025
Month
M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D
Total Implementation
26 Months
Phase 4: Employer Contributions (Release 1)
22 Months
Design Iterations
Development Iterations
Mock Conversions
System Integration Testing (SIT)
Hardening
User Acceptance Testing (UAT)
Employer Focus Group Testing
Implementation
Release 1 Go-Live
Training Support
Warranty (includes Support Services)
Phase 5: Benefits & Appeals (Release 2)
26 Months
Design Iterations
Development Iterations
Mock Conversions
System Integration Testing (SIT)
Hardening
User Acceptance Testing (UAT)
Implementation
Training Support
Warranty (includes Support Services)


Project Month #:
Project Month:
Project Week Start:
SOM Holidays
SIT Test Case Review (3/4/24-6/21/24)
UAT Test Case Creation (7/22/24-10/18/24)
User Acceptance Testing (UAT)
Cutover
Warranty Services (Include Support Services)
Phase 4 (v10): Employer Contributions (Release 1)
Training Materials, User Guides, Online Help Creation
Train Env Prep
TTT
User Training
Sprint 6
Sprint 7
Sprint 8
Sprint 9
Development Iterations
Sprint 10
SIT Test Case Creation (2/26/24-6/14/24)
SIT Execution (6/24/24-9/20/24)
Hardening
SIT Execution with SOM
Go-live stablization
RELEASE 1
GO-LIVE WEEKEND
2/17/2025
Phase 5 (v9): Benefits and Appeals (Release 2)
Development Iterations (11/16/23-8/9/24)
Addt'l SIT
SIT Test Case Creation (4/29/24-8/2/24)
SIT Execution
SIT Test Case Review (5/6/24-8/9/24)
UAT Test Case Creation
RELEASE 2
GO-LIVE
WEEKEND
Phase 5 (v10): Benefits and Appeals (Release 2)
Sprint Contingency
SIT Execution (08/12/24-12/13/24)
SIT Contingency
SIT Test Case Review (5/6/24-08/9/24)
UAT Test Case Creation (11/25/24-04/18/25)

The following tables reflect the updates to R1 and R2 timeline from the current baseline.

New Infra & R1 Schedule

Major Milestones	Baseline Schedule			Revised Schedule		
	Start Date	End Date	Weeks	Start Date	End Date	Weeks
Dev	9/27/2023	3/20/2024	26	9/27/2023	7/19/2024	43
SIT Environment Setup	8/15/2023	8/25/2023	2	12/11/2023	1/26/2024	7
SIT TC Creation	1/26/2024	3/29/2024	9	2/26/2024	6/14/2024	16
SIT TC Rolling Review	None	None	NA	4/29/2024	6/21/2024	8
SIT Execution	4/4/2024	5/31/2024	9	6/24/2024	9/20/2024	13
SIT Execution with State	None	None	NA	7/22/2024	9/20/2024	9
Hardening (SIT)	6/3/2024	7/1/2024	4	9/23/2024	10/18/2024	4
TEST Environment Setup	7/24/2023	10/4/2023	11	2/1/2024	6/21/2024	21
UAT TC Creation	None	None	NA	7/22/2024	10/18/2024	13
UAT Execution	7/1/2024	8/30/2024	9	10/21/2024	1/10/2025	12
TRN Environment Setup	9/19/2023	10/4/2023	2	3/21/2024	5/3/2024	7
TTT	8/13/2024	8/26/2024	2	12/9/2024	12/20/2024	2
User Training	8/27/2024	9/24/2024	4	1/13/2025	2/7/2025	4
PRD Environment Setup	5/1/2024	6/13/2023	7	6/14/2024	9/9/2024	12
Cutover/ Go Live	8/23/2024	**9/30/2024**	5	1/20/2025	**2/17/2025**	4
Warranty	10/1/2024	2/6/2025	17	**2/17/2025**	**6/13/2025**	17

New R2 Schedule

Major Milestones	Baseline Schedule				Revised Schedule		
	Start Date	End Date	#Weeks		Start Date	End Date	#Weeks
Dev	11/16/2023	8/9/2024	35		11/16/2023	9/6/2024	39
SIT TC Creation	6/10/2024	8/23/2024	11		4/29/2024	8/2/2024	14
SIT TC Rolling Review	None	None	NA		5/6/2024	8/9/2024	14
SIT Execution	8/23/2024	11/20/2024	13		8/12/2024	12/13/2024	18
SIT Execution with State	None	None	NA		9/9/2024	12/13/2024	14
Hardening (Test)	11/21/2024	12/20/2024	4		12/16/2024	1/17/2024	5
UAT TC Creation	None	None	NA		11/25/2024	4/18/2025	21
UAT Execution	12/18/2024	3/24/2025	13		4/21/2025	7/25/2025	14
TTT	2/6/2025	2/20/2025	2		6/16/2025	6/27/2025	2
User Training	2/21/2025	3/20/2025	4		7/28/2025	8/22/2025	4
Cutover/ Go Live	3/25/2025	**4/30/2025**	5		8/4/2025	**9/1/2025**	4
Warranty	5/1/2025	8/29/2025	17		**9/1/2025**	**12/29/2025**	17

CR-006: Modify MiFTS Interface

Description of Change:

The Change Request provides for the design, development and implementation of thirty-six (36) interfaces that are not listed in Appendix I of the project's contract. These thirty-six (36) interfaces were identified by SOM as interfaces to add to Schedule I and to include in the Change Request costs. The Interfaces are broken down as follows:

- Release 1 Tax – 10
- Release 2 Benefits – 26

These additional interfaces are documented below. The State acknowledges that any new interfaces not explicitly listed in Appendix I (regardless of whether or not they use MiFTS) will be considered a new for-cost Change Request.

Updated Interface Specifications

The following thirty-six (36) interfaces, will be added to the project scope for the uFACTS implementation as follows:

Release 1 – Ten (10) Interfaces

Interface Name	Purpose
00547 - BC1136 attachment Electronic Charge(1136) file	This interface takes the employer 1136 charge file and creates a notepad file for the employers and service providers who opted in for electronic files. Note: this only runs for those employers that have opted in.
00220 - Employer Data to DHHS & Oracle Employer Data and Fein Data to DHHS- MiCSES (FIA)	Weekly Friday process. Send 2 files to Department of Health and Human Services (DHHS). DHHS-MiCSES (aka FIA). File 1 contains employer data. File 2 contains FEIN data.
00063 - Wage Change Addresses	Employer name and address will be generated and FTP'd to OSMIS (LMI data base) whenever an update is made to a return. This is a daily process.
00549 – Treasury FEIN Validation	The Treasury FEIN validation interface is used to verify that Treasury-only e-Registrations are not being submitted for employers that have already registered with Treasury.
00530 - Treasury DOT Wages Out	This interface gets the wage data by quarter from MiDAS and creates a text file to be sent to the Michigan's Treasury Department (DOT). The job runs on the first Saturday of Feb, May, Aug, and Nov.
00525 - NAICS	Updating employer's NAICS code from 2017 to 2022 BLS version when the there is a one to one relationship between the 2017 to 2022 NAICS codes.
00518 - RESEA	UIA communicates with the One-Stop Management Information System (OSMIS) department to let them know who was picked for RESEA and RESEA2 and UIA receives files from OSMIS with information regarding the claimant and their RESEA session. OSMIS also sends an exception file daily.
00541 - MALBT2	Mail Batch configured to FTP to DTMB Lansing Print Center.

00542 – MALBTC	Files for Print Test are sent thru FTP from MiDAS to MSC Printing Center.
00175 - Wage Changes	Two files are generated and sent to OSMIS (LMI database/wage database) and to MiCSES: File 1: Oracle wage detail File 2: Wage summary

Release 2 – Twenty-six (26) Interfaces

Interface Name	Purpose
00031 - Nexteer – Subpay	Weekly file to the Employer with all Claimant's Benefit payment details claimed under this employer.
00252 - Cleveland Cliff subpay	Weekly file to the Employer with all Claimant's Benefit payment details claimed under this employer.
00009 - Employer Data to DHHS	On a quarterly, monthly, and weekly basis, UIA receives a file of SSNs from DHHS and sends a response file back containing the wage records and employer information for those SSNs. There is a quarterly, a monthly, and a weekly wage crossmatch process with DHHS.
00218 - Claimant Data to DHHS – DHHS Claimant Cross Match (aka FIA)	On a monthly and weekly basis, UIA receives two input files of SSNs from DHHS and sends one monthly and one weekly response file back containing the benefit amount paid records and claimant information for those SSNs.
00169 - DHHS Load Claimant Data to DHHS - Claim Mondet Cert Payment	Send claim data into the State of Michigan Enterprise Data Warehouse managed by the DHHS. The interface is executed weekly from UIA to the Enterprise Data Warehouse and consists of 5 files of data from MiDAS that includes Claim, Monetary Determination, Certification, and Payment Data outlined in detail in the file layouts.
00535 - LMI UIDB Claimant File	Weekly Michigan Center for Data & Analytics (MCDA) file that will show all claimants that have their final pays for that week, all claimants that have certifications for the week of the 12th, all claimants that have initial claims for the week of the 19th and UIDB data reported that week for the week of the 12th. They use the information to pass along Unemployment information for the state of Michigan.
00514 - LEO Employment & Training Interface	UIA sends a weekly file to LEO Employment & Training (LEO-E&T). The file contains Claimant

Interface Name	Purpose
	contact data who have filed for Unemployment Insurance benefits since the start of the COVID-19 pandemic.
00109 - Railroad retirement IDD	The Railroad Retirement Board sends information to prevent unemployment insurance fraud by identifying any claimants receiving either unemployment benefits or having reported wages.
00529 - RSA9128Out IDD	Provides RESEA 9128 report to the United States Department of Labor (DOL). RESEA 9128-ETA9128 - Reemployment and Eligibility Assessments Outcomes to the DOL. RESEA 9128 reports are produced on the 14th of Feb, May, Aug, and Nov.
00543 - RSX9129Out IDD	The purpose of this interface is to provide RESEA 9129 – ETA9129 – Reemployment and Eligibility Assessments Outcomes UCX report export to the DOL. RESEA 9129 reports are produced on the 15th of Feb, May, Aug, and Nov.
00553.1 - Saunders 1	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.10 - Saunders 10.4	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.11 - Saunders 10.5	This interface is used to send UIA legal team data requested on a monthly basis. There are currently

Interface Name	Purpose
	15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.12 - Saunders 11	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.13 - Saunders 12	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.14 - Saunders 13	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.15 - Saunders 14	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the

Interface Name	Purpose
	beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.2 - Saunders 2	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.4 - Saunders 4	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.6 - Saunders 8	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.8 - Saunders 10.2	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.

Interface Name	Purpose
00532 - Secretary of State DL	Secretary of State sends an incoming file with the fields in the File Layout table. MiDAS processes the file and transfers the crossmatch file of driver's licenses to Secretary of State (SOS). This applies to all new claims filed with the exception of Employer Filed Claims (EFC) and RTAA claims. Also Additional, Reopen and Transitional Claims are not included. If the claimant has provided a Michigan Driver's license or Michigan State ID on the new claim the information is sent to the Secretary of State (SOS).
00553.3 - Saunders 3	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.5 - Saunders 7	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.7 - Saunders 10.1	This interface is used to send UIA legal team data requested on a monthly basis. There are currently 15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.
00553.9 - Saunders 10.3	This interface is used to send UIA legal team data requested on a monthly basis. There are currently

Interface Name	Purpose
	15 FTPs and file types for 14 different requests. This automated process was created to get data that UIA and AG legal team requested. This data needs to be updated and sent to them at the beginning of each month. The files are created and sent as CSV files on the first Sunday of the month.

Schedule Impacts

The work to implement this Change Request will be completed during the development sprints, system integration testing and user acceptance testing and implementation of Release1 and Release 2. The timeline and schedule to accommodate this Change Request is reflected in CR-005.

CR-007: Removed interfaces from R1 and R2:

Description of Change:

The Change Request provides that the following two (2) interfaces are not included for R1 and R2 implementation, but will remain in the RTM and be included during the Maintenance and Support phase of this Contract at no additional cost.

- SMS Services (RTM: SI-41)
- AI Chatbots (RTM: SI-46)

Interfaces removed from R1 and R2 Implementations

The following two (2) interfaces are removed from the R1 and R2 implementations:

Interface Reference	Description and Discussion Notes
SMS Services (MiWAM) Schedule I Row 41: SMS Services - Multi-factor authentication	These SMS Services are encompassed and functionalized through MiLogin. The continuation of MFA services is not dependent on uFACTS.
AI Chatbots Schedule I Row 46: AI Chatbots	These 3 Chatbots are not integrated with MIDAS and while the Michigan Unemployment

Interface Reference	Description and Discussion Notes
1. AVA - This is public facing chatbot which provides generic information to Claimants on UI Benefits. 2. CARL - This Chatbot is available for the Benefit staff to interact and get information on how to resolve claimant queries and navigation. To access this Chatbot, staff needs to login using their MI credentials. 3. BUD - This Chatbot is available for the Tax staff to interact and get information on how to resolve employer queries and navigation. To access this Chatbot, staff needs to login using their MI credentials. SOM determined that the current Chatbots AVA, CARL and BUD will not be part of the uFACTS application. These chatbots are currently not integrated with MiDAS and going forward they will not be integrated with uFACTS. Therefore, the Chatbot integration for these Chatbots can be marked as out of scope. BUD and CARL are internal Chatbots for staff usage and do not require integration. AVA provides answers to general questions to the public and with a link on the LEO website. This will continue and not require integration with uFACTS.	Insurance Agency may elect to integrate them with the MiUI system in the future, such will not occur during the R1 and R2 implementations.

CR-009: Modify Interstate Reciprocal Overpayment Recovery Arrangement (IRORA) requirements:

Description of Change:

Modify uFACTS design for three (3) new workflows for the Collections unit to inform them of possible IRORA “hits” and add/update based on intercepts from ICON Hub and as described in Appendix 1.

New IRORA Workflows

1. IRORA – Add 8606

a. This workflow is created by batch when a record is present in the IRORA MONTHLY INTERSTATE OVERPAYMENT REPORT.CSV file with SSN and State information indicating the claimant owes OP in MI but has a claim in another State.

2. IRORA – Add 8606 CW
    a. This workflow is created by batch when a record is present in the IRORA MONTHLY INTERSTATE OVERPAYMENT REPORT.CSV file with SSN and State information and the claimant previously had a CWC claim in MI and later withdrawn the CWC claim to file another State and the claimant owes OP in MI. Rare scenario but possible.

3. IRORA – Update 8606
    a. This workflow is created in multiple scenarios when there is a change in the OP due to non-monetary redetermination, monetary redetermination, or Appeal of Repayment from claimant which eventually resulted into the change of overpayment balance. The update workflow informs Staff that the change to OP has occurred and hence Staff determines if that needs to be updated into the ICON IB 8606 screen to inform the other State of the change in overpayment.

Schedule Impacts

The work to implement this Change Request will be completed during the development sprints, system integration testing and user acceptance testing and implementation of Release 2. The timeline and schedule to accommodate this Change Request is reflected in CR-005.

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

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **230000000704**

CONTRACTOR	
	DELOITTE CONSULTING LLP
	30 Rockefeller Plaza
	New York, NY 10112
	John Petrovich
	312-486-4493
	jpetrovich@deloitte.com
	CV0001354

STATE			
	Program Manager	Various	LEO
	Contract Administrator	Marisha Curtis	DTMB
		517-249-0493	
		curtism16@michigan.gov	

CONTRACT SUMMARY

UNEMPLOYMENT INSURANCE SOLUTION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
May 1, 2023	April 30, 2028	5 - 1 Year	April 30, 2028

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		April 30, 2028

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$59,579,910.00	$87,549.00	$59,667,459.00

DESCRIPTION

Effective 1/16/2024, this Contract is increased by $87,549 for LEO use, and the following amendments have been made to this Contract as detailed below and in the attached documents:

- Contractor Project Manager has been changed from Thomas Zacharias to Jim Mahony
- The Deloitte Project Manager Transition Plan has been added
- Upon approval, this Change Notice will authorize adjustments to the documented interfaces below
- Augmented scope of the Contract to add the design, development, and augmentation of 4 additional interfaces, including:
  - Labor Market Information (LMI)
  - Department of Labor - Office of Inspector General (OIG)
  - UIA - Libera SSN File
  - DOL SUTA SDDS

Please note that Contract Administrator has been changed to Marisha Curtis

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
LEO	Britton Mailand	313-456-3190	mailandb@michigan.gov
DTMB	John Walker	313-456-3814	walkerj5@michigan.gov

17. CONTRACTOR KEY PERSONNEL Contractor Project Manager

The Contractor Project Manager is replaced by Jim Mahony.

Contractor Key Personnel	
Name	Jim Mahony
Address	111 South Wacker Chicago, Illinois 60606
Phone	(773)-820-2258
Email	jmahony@deloitte.com

The following transition requirements are hereby added to this contract.

1. **Knowledge Transfer:** Deloitte will ensure that outgoing PM will transfer knowledge, including project status, key documents, etc. to the incoming PM. All project-related documentation, such as project plan, detailed project schedule, and reports are up to date and available to the incoming PM.

2. **Transition Timeline:** The transition is to be completed within the agreed-upon timeframe outlined below.
    - **Deloitte must provide a weekly knowledge transfer update to the State, listing out all transition related tasks, each with target dates and % completion of each task for the duration of the transition.**

Phase	Dates	Description
1: Internal Knowledge Transfer	10/23/2023 – 12/22/2023	Work with the Deloitte team to get up to speed on overall project status, project governance, contract, and open issues and risks. Gain familiarity with the project org chart and corresponding roles and responsibilities. Review deliverable review and acceptance process and PMO processes to track and report on schedule and budget.
2: Shadow	11/06/2023 – 12/22/2023	For meetings that include DTMB and/or UIA, Tom Zacharias will continue to be the lead representing Deloitte as the Project Manager. Jim Mahony will attend in a support role, shadowing Tom in these meetings.
3: Assess	11/06/2023 – 12/22/2023	Beginning with shadowing, work with the client to discuss effectiveness of Deloitte's PM governance, including any opportunities for improvement. This will help focus the transition on tasks that will help improve overall PM governance.
4: Lead	12/25/2023 – 1/15/2024	For meetings that include DTMB and/or UIA, Jim Mahony will be the lead representing Deloitte as the Project Manager. Tom Zacharias will attend in a support role.
5: Advise	01/16/2024 – ongoing	Retain Tom Zacharias to advise the team when needed to leverage his experience as the Deloitte Project Manager for the Michigan UI project.

3. **Risk Mitigation:** Any potential risks associated with the transition must be identified by Deloitte and a risk mitigation plan must be created by Deloitte and will be subject to the State's acceptance.

Addendum 1: Updated Interface Specifications

The following four (4) interfaces, will be added to the project scope as follows:

Organization Name	File Name	General Purpose	Release	Est. Hours
Labor Market Information (LMI)	00534 - LMIRSA	This file is so that Michigan Center for Data & Analytics (MCDA) can have 2 years' worth of claims on their system so that they can use that information to monitor rankings of claimants, and exhaustion of the claimants benefits. With this data, they will request changes of how the claimant gets ranked – ie – the coefficients will be modified. They do this (hopefully at least yearly) to help determine which claimants need the Reemployment services (offered by Michigan Works) the most. The job to create and send Michigan Center for Data & Analytics (MCDA) this file is run on a quarterly basis.	R1	140
Department of Labor - Office of Inspector General (OIG) - Data Extract	00515 - OIG DOL Data Extract	UIA sends a Claimant and Claims data (2 months data file) file to Office of Inspector General DOL. The process uses PGP/GPG key (provided by DOL) to send encrypted data.	R2	254
UIA - Libera SSN File	00503 - Libera SSN File	Libera sends a file with their employees SSN and their System 7 Unique Identifier to UIA through their sftp. UIA downloads the file and processes it. This is performed manually and generates an output file.	R1	320
DOL SUTA SDDS		The requirements did not include SUTA Dumping Detections. MiDAS contains a Discovery Module that is currently used to identify potential SUTA Dumping cases. uFACTS contains interface specifications to transmit data to the US DOL SUTA Dumping Detections System (SDDS). States then use the SDDS to identify and investigate SUTA Dumping cases. If a case is determined to be SUTA Dumping, then appropriate actions (mandatory transfers, account consolidations, etc.) are taken in uFACTS including penalties being established on accounts.	R1	0

Addendum 2: Schedule Impacts

The impact to the project schedule, as a result of this Change Order, are depicted below.

Task#	Name	Baseline Start	Baseline Finish
1	**Release 1 Tax:**		
2	Design		
3	LMI	11/27/2023	12/15/2023
5	UIA Libera	11/27/2023	12/15/2023
6	SUTA	11/27/2023	12/15/2023
7	Develop Interfaces		
8	LMI	2/26/2024	3/20/2024
10	UIA Libera	1/29/2024	2/23/2024
11	SUTA	2/26/2024	3/20/2024
12	System Testing		
13	LMI	4/8/2024	5/31/2024
15	UIA Libera	4/8/2024	5/31/2024
16	SUTA	4/8/2024	5/31/2024
17	UAT Support	7/1/2024	8/30/2024
18	Go-Live (Note: No Impact)	9/30/2024	9/30/2024
19	**Release 2 Benefits:**		
20	Design		
21	DOL OIG	1/8/2024	1/26/2024
22	Develop Interfaces		
23	DOL OIG	3/18/2024	4/12/2024
24	System Testing		
25	DOL OIG	8/23/2024	11/20/2024
26	UAT Support	12/18/2024	3/24/2025
27	Go-Live (Note: No Impact)	4/30/2025	5/30/2025

Addendum 3: Cost

The following provides the cost break out for this Change Request which is provided for illustrative purposes. This is fixed fee.

Resource	Hourly Rate	Total Est. Hours	Total Fees
Business Analyst - 1	150	127	$19,050
Business Analyst - 3	214	79	$16,906
Business Lead	286	26	$7,436
Developer - 1*	36	139	5004
Developer - 3*	54	139	7506
Development Manager*	114	44	$5,016
Project Manager	325	9	$2,925
Technical Lead	295	66	$19,470
Tester - 1*	36	31	$1,116
Tester - 2*	45	31	$1,395
Testing Lead*	75	23	$1,725
Grand Total	**1,630**	**714**	**$87,549**

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

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **230000000704**

CONTRACTOR	
	DELOITTE CONSULTING LLP
	30 Rockefeller Plaza
	New York, NY 10112
	John
	312-486-4493
	petrovich
	CV0001354

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Christopher Martin	DTMB
		(517) 643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY			
UNEMPLOYEMENT INSURANCE SOLUTION			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 1, 2023	April 30, 2028	5 - 1 Year	April 30, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
NET 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		April 30, 2028
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$59,579,910.00	$0.00		$59,579,910.00	

DESCRIPTION

Effective 7/18/2023, the following amendment is incorporated into this Contract per the attached list. This change includes updating the SOW - Section 9 - Software to accurately reflect the list of software and cloud services necessary to execute the Contract.

Note: On June 15 and July 11, 2023, Deloitte requested additional Infrastructure software and VDI software from the original software table on pg. 65 of the original contract. After assessment by the State, the Infrastructure delivery schedule was impacted by a 2-week duration delay, the VDI delivery schedule was impacted by a 1-week duration delay, and an overall State effort of 50 hours was utilized across multiple employees. The environments were delivered in a timeline that continued to support the overall project schedule.

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
LEO	Britton Mailand	313-456-3190	mailandb@michigan.gov
DTMB	John Walker	313-456-3814	walkerj5@michigan.gov

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
uFACTS Cloud Service Provider	N	Hosting	State owned Microsoft Azure Cloud	Selected cloud service provider which offers uFACTS a foundation of rapid scalability, reliability, integration, and innovation.	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
uFACTS Solution	N	Presentation	ReactJS Framework	Framework for web apps and APIs	No License	Independent Software Package	SOM Azure	Contractor
	N	Business Services	.NET Core API	Creating RESTful services or web APIs	No License	Cloud Service Component	SOM Azure	Contractor
	N	Workflow	jBPM	uFACTS built-in component for workflow management	No License	Independent Software Package	SOM Azure	Contractor
	N	Batch/Bulk Ops	Built-In	uFACTS built-in component for batch/build operations	No License	.NET Application Code	SOM Azure	Contractor
	N	Managed Services	Azure KAFKA	Real-time messaging between applications and services	No License	Cloud Service Component	SOM Azure	Contractor
	N	Database	Azure SQL Database	Highly scalable managed database	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Session Management	Azure Cache for Redis	In-Memory database for faster reads/writes	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Correspondence	PDF Reactor	Correspondence generation	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	Form Builder	Form.io	Develop customized forms and API management	Perpetual	Independent Software Package	SOM Azure	Contractor

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	N	IAM Integration	MILogin	uFACTS will integrate with State's MiLogin solution	No License	SOM Existing Enterprise Software	SOM Azure	SOM
	N	Advanced Document Processing	Azure Cognitive Search	An AI service that analyzes content in images. Enhanced document processing like PII reduction in conjunction IBM Content Navigator (ICN)	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Document Management System	IBM FileNet	uFACTS will integrate with State owned IBM FileNet for document and content management needs	No License	SOM Existing Enterprise Software	SOM	SOM
	N	Backup	Azure Backup	Provides data backup services	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	N	Load Balancing	Azure LB	Highly available load balancing service	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Firewall	Azure Firewall	Cloud native firewall network security service	Subscription	Cloud Service Component	SOM Azure	SOM
	N	Load balancing	Azure Application Gateway	Web Traffic load balancer to manage traffic to web applications	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	N	API Management	Azure API Management	Cloud service to manage Application APIs	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Security	Azure Key Vault	Secure Storage of keys	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	N	Container Management	Azure Kubernetes Service	Cluster and container management	Subscription	Cloud Service Component	SOM Azure	Contractor

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
uFACTS Supporting Technologies	N	Authentication	Azure AD	Authentication and Access Management	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	N	Virtual Machines	Azure VM	Virtualization for Windows & Linux hosts	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Storage	Azure NetApp Files	Scalable file storage	Subscription	Cloud Service Component	SOM Azure	SOM
	N	Data Storage	Azure Storage/Managed Disk	Scalable data storage	Subscription	Cloud Service Component	SOM Azure	SOM
	N	Analytics	Azure HDInsight	Data Analytics Engine	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Container Batch Scheduling & Orchestration	Azure Logic App	Provides the capability to automate various batch operations with low to no code. Works in conjunction with uFACTS built-in batch component.	Subscription	Cloud Service Component	SOM Azure	SOM
	N	Application Batch Scheduler	SOS Berlin - JS7 Job Scheduler or existing job scheduler	Schedule Application Batch Jobs	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	Audit Logging/Monitoring	Azure Monitor/Dynatrace/Splunk/ELK	uFACTS will utilize State owned logging and monitoring tools	No License	SOM Existing Enterprise Software	SOM	SOM
	N	Analytics & Reporting	Microsoft Power BI	uFACTS will utilize State owned Power BI for providing analytics and reporting capabilities	No License	SOM Existing Enterprise Software	SOM	SOM
	N	Canned Reports	Crystal Reports	Crystal Reports is used to schedule and generated canned PDF repots such as ETA reports	Subscription	Independent Software Package	SOM Azure	Contractor

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	N	Config Management	Azure Container Registry	Versioning for containers	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Address Verification	Experian Address Verification or any other existing enterprise Address verification	Verifies addresses through API	Subscription	SOM Existing Enterprise Software	SOM	SOM
	N	Messaging	State owned text/SMS software	uFACTS will utilize the State owned text/SMS software to send and receive text messages	Subscription	Existing SOM Enterprise Software	SOM	SOM
	N	DevOps	Azure DevOps	Version control, build, test, and deploy	Subscription	Cloud Service Component	SOM	Contractor/SOM
	N	Bug Tracking	Azure DevOps	Tracking issues	Subscription	Cloud Service Component	SOM	Contractor/SOM
	N	Code Quality	SonarCloud	Static and dynamic quality/security scanning	Subscription	Independent Software Package	SOM Azure	Contractor/SOM
uFACTS Supporting SaaS	N	Config Management	Azure Repos	Repository hosting/versioning service	Subscription	Cloud Service Component	SOM	Contractor/SOM
	N	Chat Bot	State owned Microsoft Azure	uFACTS will utilize state owned chatbot for virtual assistant/chat functionality	No License	Existing SOM Enterprise Software	SOM Azure	SOM
	N	Requirements & Risk	Azure DevOps Services	Captures real-time decisions and feedback	Subscription	Cloud Service Component	SOM	Contractor/SOM

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	N	SAST & DAST	HCL AppScan/SonarQube	State owned Static and dynamic quality/security scanning tools	No License	Independent Software Package	SOM Azure	SOM
	N	Load Testing	Azure DevOps	Analyze and measure performance of services	Subscription	Cloud Service Component	SOM	Contractor
	N	API Testing	Postman	Generate Open API files for endpoints	No License	Independent Software Package	SOM Azure	Contractor
	N	Application Development	Microsoft Visual Studio Professional 2022	Development IDE	Perpetual or Subscription	Independent Software Package	VDI/ Server	Contractor
	N	Application Testing	Microsoft Azure DevOps Service [Basic + Test Plan]	Test Planning, Management and Execution	Subscription	Cloud Service Component	SOM Azure	Contractor
	N	Automation Testing	Selenium	Open-source tool	No License	Independent Software Package	SOM Azure	Contractor
	N	Individual Page Checker	WAVE	Checks an individual page HTML against the WCAG standards to identify violations as well as manual checks that should be performed	No License	Independent Software Package	SOM Azure	Contractor
	N	Help Content/ Knowledge Base	RoboHelp	Design and maintain Assistive content	Perpetual	Independent Software Package	SOM Azure	Contractor
Additional Required Tools	N	Debugging	Fiddler	Web Debussing proxy tool	No License	Independent Software Package	VDI	Contractor/SOM
	N	Development	Sonar Lint Extension for VS	IDE extension for Code Quality and Code Security	No License	Independent Software Package	VDI	Contractor/SOM

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	N	ADA Compliance	PowerMapper	Accessibility Compliance scanning software	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	Database administration	MS SQL Management Studio	Integrated Environment to manage SQL Server	No License	Independent Software Package	VDI	Contractor/SOM
	N	Occupation Codes	OccuCoder	Software that provides Occupation Codes	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	.NET Application Server	IIS	Microsoft Application Web Server	No License	Independent Software Package	VDI	Contractor
	N	Productivity tools	MS Office	Microsoft Office suite of tools	Perpetual	Independent Software Package	VDI	SOM
	N	Web Browser	Chrome, Edge	Web browser to access internet	No License	Independent Software Package	VDI	SOM
Training Tools	N	Animation Creation	Vyond	Cloud based video creation	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	Course Development	Articulate 360	Develop eLearning Courses	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	Video Editing & Screen Recording	Camtasia 2021	Video editing and screen recording software program to create professional training videos	Perpetual	Independent Software Package	SOM Azure	Contractor
	N	Training Images	Shutterstock	Images for training content	Perpetual	No License	SOM Azure	Contractor

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	Y	Productivity tools	Notepad ++ (Latest)	It is a text editor for Windows	No License	Independent Software Package	VDI	SOM
	Y	Testing tool	SOAPUI 5.70	Web service testing application for Simple Object Access Protocol API testing.	No License	Independent Software Package	VDI	SOM
	Y	Web Browser	Firefox	Browser	No License	Independent Software Package	VDI	SOM
	Y	Development	VS Code	IDE used for ReactJS front end development	Subscription	Independent Software Package	VDI	SOM
	Y	Screen Reader	JAWS	Reader Test sites' ability to be used by blind or visually impaired users to read the text displayed on a screen	No License	Independent Software Package	SOM Azure	SOM
	Y	Development	NodeJs 18.16.1	Node.js is a cross-platform, open-source environment used by the front end reactjs	No License	Independent Software Package	VDI/ Server	SOM
	Y	Development	Yarn 3.2.0	Yarn is a package manager used in the ReactJS solution to install node modules used by the front end solution	No License	Independent Software Package	VDI/ Server	SOM
	Y	Development	SAP Crystal Reports for Visual Studio (.NET)	Runtime to develop reports using Crystal Report	Subscription	Independent Software Package	VDI	SOM
	Y	Development	Azure DevOps (Git) 2.40.1	Version Control Client for Git	Subscription	Independent Software Package	VDI	SOM
	Y	Development	Eclipse IDE (Latest version)	Used by the automation team to record Selenium automation scripts	No License	Independent Software Package	VDI	SOM

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	Y	Development	OpenJDK 20.0.1	Java Framework used by the Selenium Automation tool and Eclipse	No License	Independent Software Package	VDI	SOM
	Y	Testing tool	Selenium JAVA Web Driver	Web Driver used to record Selenium Scripts	No License	Independent Software Package	VDI	SOM
	Y	Testing tool	Selenium IDE Extension for Chrome	Chrome extenstion assist with recording test scripts	No License	Independent Software Package	VDI	SOM
	Y	Development	Lift Dev Pack v0.0.2	Visual Studio Code Extension used by the Front end ReactJs solution	No License	Independent Software Package	VDI	SOM
	Y	Development	Lift Assist v3.0.6	Visual Studio Code Extension used by the Front end ReactJs solution	No License	Independent Software Package	VDI	SOM
	Y	Web Server	Apache	Web server software for publishing Occupational Codes using Occucoder	No License	Independent Software Package	SOM	SOM
	Y	Azure Cloud	Elastic on Azure	Search, analyze, and visualize in real time	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Data Bricks	Apache based analytics and indexing platform	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Blob Storage	Object storage service, for use cases including cloud applications, content distribution, backup, archiving, disaster recovery, and big data analytics	Subscription	Cloud Service Component	SOM	SOM
Additional Tools (6/14/2023)	Y	Azure Cloud	Log Analytics	Log aggregation into a central repository	Subscription	Cloud Service Component	SOM	SOM

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	Y	Azure Cloud	Storage archive access tier	Archive storage has the lowest storage cost and higher data retrieval costs compared to hot and cool storage	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Azure CDN (Front Door)	Content delivery network (CDN) service that delivers high performance, scalability, and secure user experiences for your content and applications	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Service Bus (Messaging)	Supports a set of cloud-based, message-oriented middleware technologies, including reliable message queuing and durable publish/subscribe messaging	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Azure Red Hat OpenShift	Containerization of workloads using Red Hat Openshift tools	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Azure Container Apps	Scalable service that lets you deploy thousands of containers without requiring access to the control plane	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Azure Files	Provides a simple interface to create and configure file systems quickly, and share common files. Can be used with traditional protocols that access files over a network.	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Azure Functions	Provides serverless, on-demand code which let you schedule or continuously run background tasks	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	DevOps Pipeline	Consolidation of uFACTS application code into repositories for automation of code deployment	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Vnet	Provides an isolated, private environment in the cloud. Users have control over their virtual networking environment, including selection of their own IP address range, creation of subnets, and configuration of route tables and network gateways	Subscription	Cloud Service Component	SOM	SOM

Stack	New Change?	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	Y	Azure Cloud	Vnet NAT	A service that simplifies outbound-only Internet connectivity for virtual networks. When configured on a subnet, all outbound connectivity uses your specified static public IP addresses. Outbound connectivity is possible without a load balancer or public IP addresses directly attached to virtual machines	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	DNS	A service that hosts domain names, plus routes users to Internet applications, connects user requests to datacenters, manages traffic to apps, and improves app availability with automatic failover	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Express Route	Establishes a dedicated, private network connection from a location to the cloud provider (not over the Internet)	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Vnet Peering	Connects two virtual networks or VPCs in the same region through the backbone network. Once peered, the two virtual networks appear as one for all connectivity purposes	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	WAF	Web Application Firewall at the Edge with ACL control at the cloud level	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Sentinel	DDoS and security breach protection	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Defender	Resource monitoring for security AV/AM	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	Azure Front Door	Content Delivery Network (CDN) for Presentation Tier	Subscription	Cloud Service Component	SOM	SOM
	Y	Azure Cloud	BCDR	Azure Site Recovery	Subscription	Cloud Service Component	SOM	SOM

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

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **230000000704**

CONTRACTOR	
	DELOITTE CONSULTING LLP
	30 Rockefeller Plaza
	New York, NY 10112
	Petrovich John
	312-486-4493
	jpetrovich@deloitte.com
	CV0001354

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Christopher Martin	DTMB
		(517) 643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY			
UNEMPLOYEMENT INSURANCE SOLUTION			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 1, 2023	May 1, 2023	5 - 1 Year	April 30, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		April 30, 2028
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$59,579,910.00	$0.00	$59,579,910.00		

DESCRIPTION

Effective 5/23/2023, the following amendments are incorporated into this Contract.

The removal of Section 43 - Administrative Fee and Reporting and Section 44 - Extended Purchasing Program of the Terms and marking each as "Reserved".

The addition of IRS Pub 1075, Exhibit 7 (see attachement below) to Schedule E - (agreed to on 2/8/2023 but omitted from final document).

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
LEO	Britton Mailand	313-456-3190	mailandb@michigan.gov
DTMB	John Walker	313-456-3814	walkerj5@michigan.gov

IRS Publication 1075 - Exhibit 7 Safeguarding Contract Language

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

(1) All work will be performed under the supervision of the contractor.

(2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the

subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget
320 S. Walnut Street, Lansing, MI 48909
BO Box 30026

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000000704**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Deloitte Consulting LLP
	30 Rockefeller Plaza
	New York, NY 10112
	John Petrovich
	+1 312 486 4493
	jpetrovich@deloitte.com
	CV0001354

STATE			
	Program Manager	Various	Multi
	Contract Administrator	Chris Martin	DTMB
		517-643-2833	
		MartinC20@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Unemployment Insurance Solution			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
05/01/2023	04/30/2028	5 – 1 Year	05/01/2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Contract is awarded from RFP # 220000001760			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$59,579,910.00**

Program Managers for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	John Walker	313-456-3814	WalkerJ5@Michigan.gov mailto:
UIA	Britt Mailand	313-456-3190	MailandB@Michigan.gov mailto:

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STATE OF MICHIGAN

SOFTWARE TERMS AND CONDITIONS

This Software Contract (the "**Contract**") is agreed to between the State of Michigan (the "**State**") and Deloitte ("**Contractor**"), a corporation. This Contract is effective on May 1, 2023, and unless terminated, expires on April 30, 2028.

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

The parties agree as follows:

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

"**Acceptance**" has the meaning set forth in **Section 9**.

"**Acceptance Tests**" means such tests as may be conducted in accordance with **Section 9.1** and a Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

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

"**Allegedly Infringing Materials**" has the meaning set forth in **Section 17.2(b)**.

"**Approved Third Party Components**" means all third party components, including Open-Source Components, that are included in or used in connection with the Software and are specifically identified by Contractor in the Contractor's Bid Response or as part

of the State's Security Accreditation Process defined in Schedule E – Data Security Requirements.

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

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

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

"Change" has the meaning set forth in **Section 2.2.**

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

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

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

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

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

"**Contract**" has the meaning set forth in the preamble.

"**Contract Administrator**" is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party's Contract Administrator will be identified in Schedule A or subsequent Change Notices.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor's Bid Response**" means the Contractor's proposal submitted in response to the RFP.

"**Contractor Personnel**" means all employees of Contractor or any subcontractors or Permitted Subcontractors involved in the performance of Services hereunder.

"**Contractor Project Manager**" means the individual appointed by Contractor and identified in Schedule A or subsequent Change Notices to serve as the primary contact with regard to services, to monitor and coordinate the day-to-day activities of this

Contract, and to perform other duties as may be further defined in this Contract, including an applicable Statement of Work.

"Contractor Technology" means works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services. For the avoidance of doubt, Work Product is not Contractor Technology.

"**Customization**" means State-specific changes to the Software's underlying Source Code or structural data model changes.

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

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

"**Derivative Work**" means any modification, addition, upgrade, update, or improvement of the Software or Contractor Technology and any other work constituting a derivative work under the United States Copyright Act, 17 U.S.C. Section 101, *et seq.* and in the case of preexisting work if prepared without authorization of the owner of the copyright would constitute a copyright infringement.

"Disaster Recovery Plan" refers to the set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations and to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives.

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

"**DTMB**" means the Michigan Department of Technology, Management and Budget.

"**Effective Date**" has the meaning set forth in the preamble.

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

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

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

"**HIPAA**" has the meaning set forth in **Section 21.1.**

"**Hosted Services**" means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

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

"Integration Testing" has the meaning set forth in **Section 9.2(a).**

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

"**Key Personnel**" means any Contractor Personnel identified as key personnel in the Contract.

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

“**Maintenance Release**” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

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

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

“**New Version**” means any new version of the Software, including any updated Documentation, that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“**Non-Conformity**” or **“Non-Conformities”** means any failure or failures of the Software to conform to the requirements of this Contract, including any applicable Documentation.

“**Object Code**” means computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and useable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

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

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

“PAT” means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or

VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

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

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

"**Pricing Schedule**" means the schedule attached as **Schedule B.**

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

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

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

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

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

"**Site**" means the physical location designated by the State in, or in accordance with, this Contract or a Statement of Work for delivery and installation of the Software.

"**Software**" means Contractor's software as set forth in a Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Customizations, including any Contractor Technology incorporated into a Customization, or Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract.

"**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating Object Code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

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

"**State**" means the State of Michigan.

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

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

"**State Materials**" means all materials and information, including but not limited to documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

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

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

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

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

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

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

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

“**Testing Period**” has the meaning set forth in **Section 9.1(b).**

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

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

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

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

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

“**Warranty Period**” means the 120 calendar-day period commencing on the date of the State's Acceptance of the Software and for which Support Services are provided free of charge.

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

“**Work Product**” means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to Customizations, application programming interfaces, computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes,

and methodologies developed in connection with this Contract whether or not embodied in this Contract.

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

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

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

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

(i) a written description of the proposed Changes to any Services or Deliverables;

(ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under a Statement of Work;

(iii) any additional State Resources Contractor deems necessary to carry out such Changes; and

(iv) any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

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

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

(i) require Contractor to perform the Services under a Statement of Work without the Change;

(ii) require Contractor to continue to negotiate a Change Notice;

(iii) initiate a Dispute Resolution Procedure; or

(iv) notwithstanding any provision to the contrary in a Statement of Work, terminate this Contract under **Section 16.1**.

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

(e)The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Non-Conformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Support Services under this Contract.

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

(g) Notwithstanding anything herein, in the event of any delay encountered that is beyond the control of Contractor (including delays caused by the State's third-party software and hardware vendors or their related products and/or services) or caused by the failure of the State to meet its obligations under this Contract, Contractor shall be entitled to a Change Notice to extend the applicable timeframe/milestone for completion.

2.3 Contractor Personnel.

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

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

(i) ensure that such Contractor Personnel have the legal right to work in the United States;

(ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and

(iii) upon request, or as otherwise specified in a Statement of Work, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or subcontractors

with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

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

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

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

(a) Contractor Project Manager must:

(i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;

(ii) be responsible for overall management and supervision of Contractor's performance under this Contract; and

(iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

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

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

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

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

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

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

2.5 Contractor's Key Personnel.

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

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

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

(d) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection 2.5(c)** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or

very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

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

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

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

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

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

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

If to State:	If to Contractor:
Chris Martin 320 S. Walnut Street P.O. Box 30026 Lansing, MI 48909 MartinC20@Michigan.Gov 517-643-2833	John Petrovich 980 Ninth Street, Suite 1800 Sacramento, CA 95814 JPetrovich@Deloitte.Com 847-421-4102

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

5. Software License.

5.1 **Perpetual License**. Contractor hereby grants to the State and its Authorized Users a non-exclusive, royalty-free, perpetual, irrevocable right and license to: use, execute, reproduce/copy, display, perform, distribute internally, and prepare Derivative Works of the Software, including any Contractor Technology incorporated into any Customization, and Documentation in accordance with the terms and conditions of this Contract, provided that:

(a) Title to and ownership of the Software will at all times remain with Contractor and/or it's licensors, as applicable and as set forth in Section 7; and

(b) Except as expressly agreed in writing, the State is not permitted to sub-license the use of the Software or any accompanying Documentation.

5.2 Contractor will provide all Software and Customizations, including any Contractor Technology, to the State in both Object Code and Source Code form.

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

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

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

(a) Contractor will not include in any Work Product, and operation of all Software in accordance with its Specifications and Documentation will not require, any Third-Party Materials, other than Approved Third-Party Materials, which must be specifically approved by the State and identified and described in the Statement of Work and will be licensed to the State as set forth in this Contract.

(b) Contractor must secure, at its sole cost and expense, all necessary rights, licenses, consents, approvals, and authorizations necessary for the State to use, perpetually and throughout the universe, all Approved Third-Party Materials as incorporated in or otherwise used in conjunction with Software and any Customizations as specified in the Statement of Work or elsewhere in this Contract.

(c) Open-Source Components. Contractor will not include in any Software or Customizations, and operation of all Software in accordance with its Specifications and Documentation will not require the use of, any Open-Source Components, other than Approved Open-Source Components, which must be specifically approved by the State and identified and described in the Statement of Work, and for which the relevant open-source license(s) (each, an "Open-Source License") are attached as exhibits to the Statement of Work. Contractor will provide the State with the Source Code for Approved Open-Source Components in accordance with the terms of the Open-Source License(s) at no cost to the State.

7. Intellectual Property Rights

7.1 Ownership Rights in Software

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

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

(i) Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and

(ii) none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.

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

7.2 Ownership Rights in Work Product

With the exception of Contractor Technology incorporated into any Work Product, the State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

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

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

(i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and

(ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Work Product.

7.3 State Materials. Contractor will have no right or license to, and will not, use any State Materials except solely during the Term of this Contract for which they are provided to the extent necessary to perform the Services and provide the Work Product to the State. All other rights in and to the State Materials are expressly reserved by the State.

8. Software Implementation.

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

8.2 Site Preparation. Contractor will provide the State with notice as is specified in the Statement of Work, prior to delivery of the Software to give the State sufficient time to prepare for Contractor's delivery and installation of the Software. Contractor will provide Operating Environment assistance as specified in the SOW to complete such preparation on a timely basis.

9. Software Acceptance Testing.

9.1 Acceptance Testing.

(a) Unless otherwise specified in a Statement of Work, upon installation of the Software, , Acceptance Tests will be conducted as set forth in this **Section 9** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

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

(i) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and

(ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

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

(a) Upon delivery and installation of any application programming interfaces, Configuration or Customizations, or any other applicable Work Product, to the Software under a Statement of Work, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software ("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in this **Section 9.**

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

9.3 Notices of Completion, Non-Conformities, and Acceptance. Within 15 Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to

the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software.

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

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

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

(i) notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 9.4** and **Section 9.5**; or

(ii) provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State Program Managers or their designees.

9.4 Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software, in accordance with the requirements set forth in the Contract. Redelivery will occur as promptly as commercially possible and, in any case, within 10 Business Days following, as applicable, Contractor's:

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

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

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

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

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

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

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

10. Non-Software Acceptance.

10.1 Unless otherwise specified in a Statement of Work, all other non-Software Services and Deliverables are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("State Review Period"), unless otherwise provided in the Statement of Work. If the non-Software Services and Deliverables are not fully accepted by the State as set forth in the SOW, the State will notify Contractor by the end of the State Review Period that either: (a) the non-Software Services and Deliverables are accepted but noted deficiencies must be corrected; or (b) the non-Software Services and Deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the non-Software Services and Deliverables without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 16.1**, Termination for Cause , if the inspection identifies any deficiencies in such non-Software Services or Deliverables after a second or subsequent delivery of such non-Software Services or Deliverables.

10.2 Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any non-Software Services and Deliverables, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable non-Software Services and Deliverables to the State. The State will then have 10 Business Days, or such other period as may be set forth in the Schedule A to inspect the non-Software Services or Deliverables as described above. If acceptance with deficiencies or rejection of the non-Software Services and Deliverables impacts the content or delivery of other non-completed non-Software Services and Deliverables, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

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

Or

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract after a second and subsequent delivery of such non-Software Service or Deliverable, the State may terminate Schedule A in whole or in part.

11. Assignment. Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

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

(a) a sale of more than 50% of Contractor's stock;

b) a sale of substantially all of Contractor's assets;

(c) a change in a majority of Contractor's board members;

(d) consummation of a merger or consolidation of Contractor with any other

entity;

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

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

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

13. Invoices and Payment.

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

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

13.3 The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

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

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

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

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

14. Liquidated Damages.

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

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

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

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

15. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either:

(a) issue a notice authorizing Contractor to resume work, or

(b) terminate the Contract or delivery order. The State will not pay for activities that have been suspended, Contractor's lost profits, or any additional compensation during a stop work period.

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

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

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State:

i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel;

(ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or

(iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 16.1**, the State will issue a termination notice specifying whether Contractor must:

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

(ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 16.2**.

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

16.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must:

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

(b) continue to perform in accordance with **Section 16.3**. If the State terminates this Contract for 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.

16.3 Transition Responsibilities.

(a) Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar

days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to:

(i) continuing to perform the Services at the established Contract rates;

(ii) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee;

(iii) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with **Section 22.5** regarding the return or destruction of State Data at the conclusion of the Transition Period; and

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

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

17. Indemnification

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

(a) Reserved.

(b) any infringement, misappropriation, or other violation of any Intellectual Property Right of any third party in connection with any Services, Software, Deliverable or Work Product provided or created by Contractor pursuant to this Contract;

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

(d) violation of laws by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) in its performance of its obligations hereunder;

(e) fines and penalties imposed on the State by a government entity resulting from the Contractor's (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) violation of laws or regulations applicable to Contractor in its performance of the Services;

(f) violations of Freedom of Information Act (FOIA) or other similar state law resulting from the Contractor's claim that the Contractor's confidential information is exempt from disclosure under such laws;

(g) claims brought against the State by any personnel of the Contractor performing Services hereunder for (i) personal injury claims caused by Contractor and/or (ii) employment benefits or employment compensation in which Contractor is responsible and has failed to pay or (iii) any other claims arising out of obligations of the Contractor owed to its personnel pursuant to this Contract;

(g) claims brought against the State by any subcontractor performing a portion of the Services hereunder for (i) personal injury claims caused by Contractor; (ii) employment benefits or employment compensation in which Contractor is responsible and has failed to pay and/or (iii) Contractor's failure to remit payment to such subcontractor for Services performed pursuant to this Contract; or (iv) or any other claims arising out of obligations of the Contractor owed to its subcontractors pursuant to this Contract; and

(h) gross negligence or recklessness by Contractor, its employees or agents, officers or subcontractors in the performance of work under this Contract.

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

(a) regular updates on proceeding status;

(b) participate in the defense of the proceeding;

(c) employ its own counsel; and to

(d) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to

be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 17**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

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

18. Infringement Remedies.

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

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

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

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

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

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

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

18.4 If Contractor directs the State to cease using any Software under **Section 18.3,** the State may terminate this Contract for cause under **Section 16.1**. Unless

the claim arose against the Software independently of any of the actions specified below, Contractor will have no liability for any claim of infringement arising solely from:

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

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

19. Disclaimer of Damages and Limitation of Liability.

19.1 Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

19.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.

19.3 Exceptions. Subsection 19.2 Limitation of Liability, set forth above, will not apply to Contractor's obligation to indemnify the State pursuant to Sections 17. With respect to Contractor's obligations under Section 21 (including Contractor's indemnification obligations pursuant to Section 21.5(g)) of this Contract, Contractor will not be liable to the State for any claims or obligations resulting from its breach of Section 21 or from any disclosure of State Data by Contractor in breach of Section 21.5(g) for an aggregate amount in excess of Forty Million Dollars ($40,000,000.00;).

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

(a) a criminal Proceeding;

(b) a parole or probation Proceeding;

(c) a Proceeding under the Sarbanes-Oxley Act;

(d) a civil Proceeding involving:

(i) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or

(ii) a governmental or public entity's claim or written allegation of fraud; or

(e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

21. State Data.

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

(a) User Data; and

(b) any other data collected, used, Processed, stored, or generated in connection with the Services, including but not limited to:

(i) personally identifiable information ("**PII**") collected, used, Processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and

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

21.2 State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

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

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

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

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

(d) not use, sell, rent, transfer, mine, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.

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

21.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, integrity, or availability of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:

(a) notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence;

(b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State;

(c) in the case of PII or PHI, at the State's sole election:

(i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or

(ii) reimburse the State for any costs in notifying the affected individuals;

(d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;

(e) perform or take any other actions required to comply with applicable law as a result of the occurrence;

(f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;

(g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence;

(h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and

(i) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination.

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

22. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

22.1 Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. All State Materials are considered Confidential Information of the State, except for such information or documentation identified in subsections 22.1 (a) – (e), immediately below. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

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

(a) the subcontractor is a Permitted Subcontractor;

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

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

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

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

22.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 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.

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

23.1 Right of Audit. Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the

Financial Audit Period, Contractor must retain the records until all issues are resolved.

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

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

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

(a) Free of charge during the Warranty Period.

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

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

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

27. Maintenance Releases; New Versions

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

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

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

28. Source Code Escrow

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

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

28.3 Verification. At State's request and expense, the escrow agent may at any time verify the Deposit Material, including without limitation by compiling Source Code, comparing it to the Software, and reviewing the completeness and accuracy of any and all material. In the event that the Deposit Material does not conform to the requirements of **Section 28** above:

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

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

28.4 Deposit Material License. Contractor hereby grants the State a license to use, reproduce, and create derivative works from the Deposit Material, provided the State may not distribute or sublicense the Deposit Material or make any use of it whatsoever except for such internal or governmental uses as necessary to maintain and support the Software. Copies of the Deposit Material created or transferred pursuant to this Contract are licensed, not sold, and the State receives no title to or ownership of any copy or of the Deposit Material itself. The Deposit Material constitutes Confidential Information of Contractor pursuant to **Section 22** (Non-disclosure of Confidential Information) of this Contract (provided no provision of **Section 22.4** calling for return of Confidential Information before termination of this Contract will apply to the Deposit Material).

29. Contractor Representations and Warranties.

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

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

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

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

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

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

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

(a) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other 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;

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

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

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

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

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

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

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

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

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

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

(i) conflict with or violate any applicable law;

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

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

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

(i) infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; or

(ii) fail to comply with any applicable law;

(g) as provided by Contractor, the Software and Services do not and will not :

(i) as of the date of acceptance of such Software or Services, contain any Harmful Code; or

(ii) 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 specifically described in a Statement of Work.

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

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

(j) as of the date of acceptance of the Software, when used in the Operating Environment (or any successor thereto) in accordance with the Documentation, all Software as provided by Contractor, will function in all material respects, in conformity with this Contract and the Documentation;

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

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

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

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

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

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

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

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

33. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and Executive Directive 2019-09, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age,

sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

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

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

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

37. Force Majeure

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

37.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially

uninterrupted for a period of 5 Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

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

(a) in no event will any of the following be considered a Force Majeure Event:

(i) shutdowns, disruptions or malfunctions of Hosted Services or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Hosted Services; or

(ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

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

38. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance. Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

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

40. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

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

42. Survival. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

43. Administrative Fee and Reporting Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: https://www.thepayplace.com/mi/dtmb/adminfee

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 MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

44. Extended Purchasing Program. This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. 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.

45. Contract Modification. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

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

47. Accessibility Requirements.

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

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

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

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

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

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

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

47.2 State of Michigan Digital Standards Review. Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to

submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.

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

47.4 Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards

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

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

49. Relationship of the Parties. The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

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

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

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

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

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

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

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

Schedule A	Statement of Work
Schedule B	Pricing Schedule
Schedule C	Insurance Schedule
Schedule D	Service Level Agreement
Schedule E	Data Security Requirements
Schedule F	Transition Plan
Schedule G	Federal Provision Addendum
Schedule H	Offshore
Schedule I	Integration List

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

56. Entire Agreement. These Terms and Conditions, including all Statements of Work and other Schedules and Exhibits (again collectively the "Contract") constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the Terms and Conditions, the Schedules, Exhibits, and a Statement of Work, the following order of precedence governs: (a) first, these Terms and Conditions and (b) second, Schedule E – Data Security Requirements and (c) third, each Statement of Work; and (d) fourth, the remaining Exhibits and Schedules to this Contract. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A - STATEMENT OF WORK

1. DEFINITIONS

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

Term	Definition
Adjudicators	Responsible for resolving issues related to fraud and non-compliance
Call Center Agents	UI Staff that work in the call center
CDE	Cardholder Data Environment
Configuration	Predefined set of options, which are prebuilt by the developer of the core solution and are available to be used out-of-the-box. Further options could be added in a future version of the solution
CRT	Centralized Response Team for handling Legislative and Constituent Queries
Customization	Proposed changes to the existing functionality with new code that has not been previously prebuilt by the developer of the core solution
CWC	Combined Wage Claim
DOL	Department of Labor
ETA	Employment and Training Administration
EVA	Chatbot
Form Types	IB4
ICON	UI Interstate Connection Network
IRORA	Interstate Reciprocal Overpayment Recovery Arrangement
IRS	Internal Revenue Service
LEO	Labor and Economic Opportunity
NAICS	North American Industry Classification System
NDNH	National Directory of New Hires
OCM	Operational Change Management
OCR	Optical Character Recognition
POA	Power of Attorney
Program Types	Different federal programs (e.g., TRA, RTAA)
RTAA	Re-employment Trade Adjustment Assistance
SAVE	Sysnistematic Alien Verification for Entitlements

Solution	Any and all software, infrastructure, platforms, applications, modules and components, in object code form, all related documentation, enhancements, and source code
SOM	State of Michigan
SSA	Social Security Administration
SSN	Social Security Number
TIN	Tax Identification Number
TPA	Third Party Administrator
TRA	Trade Readjustment Allowance
uFACTS	Contractor's Software, including any customizations developed under the Contract
UI Staff	LEO/UIA employees (contractors, permanent or temporary) performing UIA business functions
UIA	Unemployment Insurance Agency
WBA	Weekly Benefit Amount
WOTC	Work Opportunity Tax Credit

2. BACKGROUND

The State of Michigan's Unemployment Insurance Agency (UIA) is responsible for collecting taxes from Employers and disbursing Unemployment Insurance (UI) benefits to eligible Claimants as defined in the Michigan Employment Security Act.

Agency Mission Statement: "Through teamwork, we serve as stewards and leaders in the customer centric delivery of Michigan's unemployment insurance program, and we do so with integrity and efficiency."

Agency Vision Statement: "UI will deliver high quality, innovative unemployment services to our customers through an experienced and dedicated team of professionals."

Agency Values: "Integrity, Team, Customer-Centric, Stewardship"

The following information is provided to establish the scale of the project:

- **In Calendar Year (CY) 2019**, Michigan's average unemployment rate was 4.1%. UIA paid out nearly $800 million in regular State and Federal unemployment benefits.

- **In CY 2020**, Michigan's unemployment rate peaked at 24.0% in April. UIA paid approximately $27 billion in benefits to more than 2.3 million claimants. In CY 2020, Michigan has an unemployment rate of 9.9% --- slightly above the national average and over double its rate for CY 2019.

- **In CY 2019 and 2020**, Michigan had approximately 216,000 active employers registered in the unemployment system, reporting a combined annual payroll of over $235 billion (approximately $38 billion of which was taxable) on an average of approximately5 million wage items per quarter. UIA assesses and collects over $1.1 billion in State UI tax on these employers annually.

- In Calendar Year (CY) 2021, Michigan's average unemployment rate was 5.9%—slightly above the national average. UIA paid out approximately $12 billion in unemployment benefits.

    - In addition to regular UI benefits, Michigan paid out Pandemic Unemployment Assistance (PUA), State Extended Benefits (EB), and Pandemic Emergency Unemployment Compensation (PEUC), with supplemental payments under the Federal Pandemic Unemployment Compensation (FPUC) and Lost Wage Assistance (LWA) programs. Including State and Federal regular, extended, emergency, and supplemental benefits, payments have totaled over $38 billion since the start of the pandemic.

- **In CY 2019 and 2020**, Michigan has approximately 216,000 active employers registered in the unemployment system, reporting a combined annual payroll of over $235 billion (approximately $38 billion of which was taxable) on an average of approximately 5 million wage items per quarter. UIA assess and collects over $1.1 billion in State UI tax on these employers annually.

- In CY 2021, Michigan had approximately 228,000 active employers registered in the unemployment system with approximately 5 million wage items per quarter. UIA assessed and collected over $1 billion in State UI tax on these employers.

The current automated system performs the following functions:

Employer Tax Processing – includes processing of activity for two types of employers – Contributing (Tax) and Reimbursing.

- Internet based system for employer quarterly reporting of wages, and tax payments, with ability for end users to track and view changes on their end.

- Maintaining individual employer account balances comprised of benefit charges, adjustments and employer payment activities, with a customer facing portal.

- Generates annual tax rates, quarterly billings, penalties, and interest assessments.

- Automated process for employer tax liens, collection activities

- Supporting Work Opportunity Tax Credit (WOTC) application and approval
- Supports TPS (Tax Performance System) activities
- Supports employer audit activities.

Benefit Payments – unemployment benefit payments to claimants charged to either the UI Trust Fund or various Federal programs.

- Supports BAM (Benefit Accuracy Measurement) activities.
- Supports claimant eligibility assessment and determination.
- Support claimant certification, processing and payments including disqualification and appeals.
- Provides workflow and queue management to adjudicate claims.
- Maintains Claimant overpayment collection activities.
- Provides Bankruptcy and Child Support withholding orders.

Accounting – automated posting of all financial transactions. Activity is used for financial reporting and the development of auditable financial statements.

- Gives ability to generate manual cash transactions via templates for cash management purposes.
- Provides ability to add new general ledger accounts as needed, including tags to designate appropriate reporting of the activity.
- Provides summary data on a daily basis with ability to drill down to individual transactions.
- Supports collection, tracking, reconciliation, and reporting of revenues.
- An automated billing process, including approval paths and tracking; provides total amounts billed and paid out to each vendor.

Reporting – Produces a full suite of USDOL ETA reports required for the UI program.

- Automatically runs various reports for a designated time frame (daily, monthly, quarterly, etc.)
- Provides ability to generate user customized report through a user-friendly interface.

- Creates workflow queues for internal processing and management.

- Supports users to perform ad hoc queries and analysis accurately and quickly.

- Provides users the ability to download reports in a secure manner.

Fraud Detection and Analytics – system utilizes scoring criteria for the identification of fraudulent claims activity.

- Provides ability to proactively detect and identify fraud based on business specified fraud rules.

- Provides comprehensive details on the claimant to build additional fraud detection rules.

- Provides dedicated workflows for fraud investigation and remediation activities.

- Supports cross match of claimant information with other national databases like IDH etc.

- Supports documentation of fraud referrals from both internal and external resources to identify fraud.

The vision of the UIA Modernization is to help the State keep pace with the demands of a digital society and offer the flexibility to meet Michigan's evolving needs in the future. The solution will deliver a range of benefits including customer-centric, user-friendly tools. The figure below further describes the key strategic drivers from this modernization effort.

Drivers for Modernization



PURPOSE

The State is contracting with Deloitte for a replacement system for its Unemployment Insurance System that will be an innovative and agile solution to better serve the citizens of Michigan. The State will host the Software.

3. IT ENVIRONMENT RESPONSIBILITIES

Contractor must comply with all State policies, standards, and procedures applicable to the Unemployment Insurance Solution, which will be hosted in the State environment. Contractor personnel will follow the State policies and procedures to access State systems.

Contractor will appoint a security officer who will respond to the State's inquiries.

Contractor will implement a Confidential Information Management process and develop a project-specific plan on the handling and use of the State's sensitive data.

Contractor will perform proactive System health monitoring, leveraging their experience from similar UI systems to provide System Health Monitoring, procedures, and standards for the uFACTS system.

Contractor will perform a security architecture review to proactively identify and remediate security issues in the early stages of the design and build phases of the solution and therefore avoid re-architecture at a later stage of the SDLC. Security architecture review will also be performed when incorporating major changes into the application to meet approved requirements.

Contractor understands the PCI compliance requirements. uFACTS interfaces with Centralized Electronic Payment Authorization System (CEPAS) to process incoming

payments including Credit Card, ACH, check etc. and does not directly interact with an individual's financial transaction instrument. uFACTS will not gather or store any credit/debit card numbers, sensitive authentication data, or full bank account information for processing incoming payments. uFACTS must be compliant with applicable PCI controls for the interface services supporting payment redirect transactions that apply to:

- System components, people, and processes that impact the security of the CDE.
- Systems that impact the security of account data or the CDE (for example, name resolution, or e-commerce (web) redirection servers).

Definitions:

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

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

4. ADA COMPLIANCE

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

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

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

5. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizen	Read, Write	1+ Million	10,000
State Employee	Roll based, includes: Read, Write, Admin Access	500-1,000	500-1,000
Approved Third Party	Roll based, includes: Read, Write, Admin Access	100	100

Contractor solution will meet the expected number of concurrent Users and the performance metrics in the requirements.

6. ACCESS CONTROL AND AUTHENTICATION

The Contractor will be responsible for implementing two factor authentication, as well as SSO, per the proposed solution.

The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy (https://milogin.michigan.gov/uisecure/selfservice/anonymous/help), which consist of:

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

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

6.3 MILogin Multi Factor Authentication (MFA, based on system data classification requirements). Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information

Security Policy (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).

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

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

Contractor must integrate uFACTS system with the State's IT Identity and Access Management (IAM) solution MILogin using an industry standard identity federation protocol.

Contractor's solution will provide auditing and reporting capabilities around user management, authentication, and authorization by leveraging State's IAM integration.

Contractor's integration with the State's MILogin solution to provide a seamless Single Sign-on user experience for internal and external users of the State will adopt a modular design (i.e., to integrate our solution for Worker and Contractor, Vendor, and Citizens/residents) with respective MILogin portals (MILogin for Workers, MILogin for Third Party, and MILogin for Citizens/residents).

Contractor must perform an assessment of the various roles present in uFACTS components to review the segregation of duties and the principle of least privilege, checking that they are in alignment with the State's defined security policies.

The Segregation of Duties and Least Privilege review will focus on a review against leading practices and will include (but not be limited to) a review of:

- Proper segregation of duties
- Access to data and functionalities
- Identifying unnecessary permissions/access
- Identify excessive and restrictive access roles

The Contractor's review will check that users of the uFACTS underlying systems (web server, app server, database server etc.) have the least privileges needed to complete their functions while only maintaining access to functionalities/information that are required for their role.

Additionally, the Contractor's review will assess if there is a proper segregation of duties that permits a system of checks and balances, so no user role has too many permissions/controls in a process.

7. DATA RETENTIONS AND REMOVAL

The State will need the ability to retain all data for the entire length of the Contract unless otherwise direct by the State.

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

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

The Contractor's SQL Server Database must provide both short-term and long-term retention of backups.

8. END USER AND IT OPERATION ENVIRONMENT

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

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

• Over 2% of desktop and mobile & tablet site traffic, measured using Michigan.gov sessions statistics and

• The current browser identified and approved as the State of Michigan standard

This information can be found at https://www.michigan.gov/browserstats. Please use the most recent calendar quarter to determine browser statistics. For those desktop and mobile & tablet browsers with over 2% of site traffic, except Internet Explorer which requires support for at minimum version 11, the current browser version as well as the previous two major versions must be supported.

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

Contractor must follow the State's standards and leverage the existing software and tools.

Project schedules are based on availability of hardware and software, any delay will be managed by the project change control process.

Contractor must configure the required software and will have the appropriate access to the hardware/virtual machines, lower environment web, application, database, and batch servers to configure and customize uFACTS to accomplish this. Access to higher environments, including production, will be limited to select members of Contractor's team to configure CI/CD pipelines and debug any production issues.

Contractor will implement uFACTS leveraging existing State technology, where applicable, per the Software and Cloud Services table in Section 9 and Schedule I - Integration, or as otherwise mutually agreed upon.

Contractor must work with the State to provide support to the original environment throughout the term of the contract.

Contractor must use the State's change control process to introduce software change requests and confirm they have buy-in and agreement to move forward with the change. At that time, the Contractor must also agree on any additional communications that may be required to notify appropriate stakeholders of the change.

Contractor will provide full access to the State to their solution including, application code, source code, development framework, data model, and design artifacts.

End users must have the ability to access uFACTS through a web browser on an internet-connected device.

9. SOFTWARE

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

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

Look and Feel Standards

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

Mobile Responsiveness

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

SOM IT Environment Access

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

- State provided 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 is required interface with State systems which must be maintained in compliance with State policies and standards as set forth in **Schedule E – Data Security Requirements**.
- From locations within the continental United States and Puerto Rico
- Methods must be in compliance with the IT Environment Access table in Section 3.

Solution Architecture & Features

Core features of Contractor's system architecture must include:

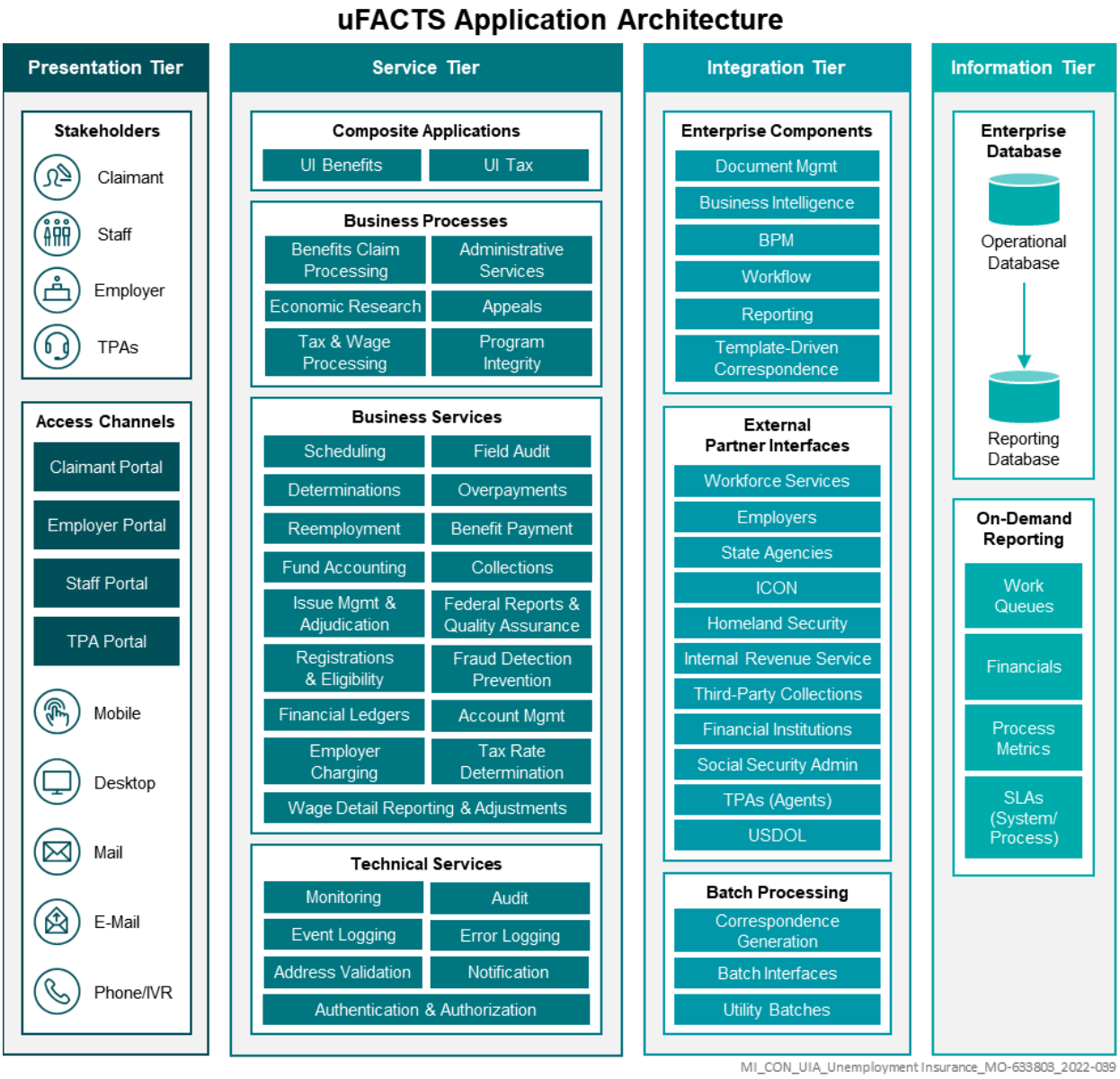
- **Multi-Tier Architectu**re. uFACTS must be built on an n-tiered, component-based open framework to support a full spectrum of UI business processes. It must be purposely developed to meet the functional requirements that claimants, employers, agents, and the State's demand.
- **Non-Proprietary**. uFACTS must be built on a Microsoft .NET programming stack, including ReactJS framework and C# for its core application, and jQuery JavaScript libraries— common in the industry without any proprietary development components.
- **Human Center Design and Rich User Experience**. User interface components must be built to provide rich user experience along with easy navigation, intuitive interaction with the system driving up self-service. uFACTS solution is compliant with ADA level AA requirements and is continually tested through various phases of the project to maintain its level AA compliance.
- **Configurability**. uFACTS must maximize the use of pre-configured components whenever possible to reduce development, testing, and implementation time, thereby minimizing the inherent risk that comes with an untried and untested solution. uFACTS must provide flexibility and configurability of business logic through template driven business functionality, configurable code values that drive business rules and administrative functions.
- **Adaptability**. uFACTS must combine the benefits of a COTS solution with customizable components, allowing customization to meet the State's needs while reducing solution implementation timeframe and efforts.

- **Performance and Scalability**. uFACTS' flexible and modular architecture must provide multiple levels of scalability, automation, and availability for meeting current and future transaction volume requirements.

- **Modular Design**. uFACTS modular design must provide independent and self-contained modules and enables easy maintenance and flexibility to integrate with other components or systems, such as COTS products, federal systems, and other state agencies.

- **Data Integrity and Accuracy**. uFACTS must be designed with the data accuracy and integrity, policy and business logic, and automated workflow needs of the UI program in mind; incorporates integrated, intelligent workload management, and distribution to improve the State's business process efficiency.

- **Quality and Compliance**. uFACTS must be designed to meet federal program integrity and UI program quality requirements.



The following tiers make up the uFACTS multi-tier application architecture:

- **Presentation Tier**. Must enable internal and external users to access the system through multiple channels including desktop, mobile device, IVR. The Presentation Tier must provide a common user interface for both internal and external users across multiple user groups. This common user interface must increase adaptability and ease of use for users.

- **Service Tier**. Must combine business processes and business logic to support the functional capabilities of the system. Service Tier isolation must allow for easy configuration and customization of business logic and processes.

- **Integration Tier**. Must support communication with internal and external systems, agencies, and business partners to access core business logic through multiple approaches, including web services. Integrations through APIs and support of multiple interface channels must allow uFACTS to be agnostic of underlying third-party tools and software. This must allow the Contractor to leverage the State's existing investments and enterprise standards.

- **Information Tier**. Must enable access to UI data repositories and manages availability, security, and recoverability of data.

uFACTS must be built on a robust and scalable architecture that provides comprehensive unemployment insurance business functions and that aligns with the State's drivers for modernization.

The State must have access to the entire uFACTS solution including development frameworks, application code, data model and data – both transactional and reporting.

Contractor warrants and represents that the following list contains all of the necessary software the State needs to procure in order for uFACTS to perform as intended.

Contractor is not responsible for the procurement of the software and cloud services listed below. Listed Software and Cloud Services must be obtained by the State in a timely manner, following Contractor's delivery of detailed specifications to include, versions, sizing, quantities, consistent with the project schedule.

This table below lists the software and cloud services required to deliver the scope of work in the SOW.

Stack	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
uFACTS Cloud Service Provider	Hosting	State owned Microsoft Azure Cloud	Selected cloud service provider which offers uFACTS a foundation of rapid scalability, reliability, integration, and innovation.	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
uFACTS Solution	Presentation	ReactJS Framework	Framework for web apps and APIs	No License	Independent Software Package	SOM Azure	Contractor
	Business Services	.NET Core API	Creating RESTful services or web APIs	No License	Cloud Service Component	SOM Azure	Contractor
	Workflow	jBPM	uFACTS built-in component for workflow management	No License	Independent Software Package	SOM Azure	Contractor
	Batch/Bulk Ops	Built-In	uFACTS built-in component for batch/build operations	No License	.NET Application Code	SOM Azure	Contractor
	Managed Services	Azure KAFKA	Real-time messaging between applications and services	No License	Cloud Service Component	SOM Azure	Contractor
	Database	Azure SQL Database	Highly scalable managed database	Subscription	Cloud Service Component	SOM Azure	Contractor
	Session Management	Azure Cache for Redis	In-Memory database for faster reads/writes	Subscription	Cloud Service Component	SOM Azure	Contractor
	Correspondence	PDF Reactor	Correspondence generation	Perpetual	Independent Software Package	SOM Azure	Contractor
	Form Builder	Form.io	Develop customized forms and API management	Perpetual	Independent Software Package	SOM Azure	Contractor
	IAM Integration	MILogin	uFACTS will integrate with State's MiLogin solution	No License	SOM Existing Enterprise Software	SOM Azure	SOM
	Advanced Document Processing	Azure Cognitive Search	An AI service that analyzes content in images. Enhanced document processing like PII reduction in conjunction IBM Content Navigator (ICN)	Subscription	Cloud Service Component	SOM Azure	Contractor

Stack	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	Document Management System	IBM FileNet	uFACTS will integrate with State owned IBM FileNet for document and content management needs	No License	SOM Existing Enterprise Software	SOM	SOM
uFACTS Supporting Technologies	Backup	Azure Backup	Provides data backup services	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	Load Balancing	Azure LB	Highly available load balancing service	Subscription	Cloud Service Component	SOM Azure	Contractor
	Firewall	Azure Firewall	Cloud native firewall network security service	Subscription	Cloud Service Component	SOM Azure	SOM
	Load balancing	Azure Application Gateway	Web Traffic load balancer to manage traffic to web applications	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	API Management	Azure API Management	Cloud service to manage Application APIs	Subscription	Cloud Service Component	SOM Azure	Contractor
	Security	Azure Kay Vault	Secure Storage of keys	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	Container Management	Azure Kubernetes Service	Cluster and container management	Subscription	Cloud Service Component	SOM Azure	Contractor
	Authentication	Azure AD	Authentication and Access Management	Subscription	Cloud Service Component	SOM Azure	Contractor/SOM
	Virtual Machines	Azure VM	Virtualization for Windows & Linux hosts	Subscription	Cloud Service Component	SOM Azure	Contractor
	Storage	Azure NetApp Files	Scalable file storage	Subscription	Cloud Service Component	SOM Azure	SOM
	Data Storage	Azure Storage/Managed Disk	Scalable data storage	Subscription	Cloud Service Component	SOM Azure	SOM
	Analytics	Azure HDInsight	Data Analytics Engine	Subscription	Cloud Service Component	SOM Azure	Contractor

Stack	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	Container Batch Scheduling & Orchestration	Azure Logic App	Provides the capability to automate various batch operations with low to no code. Works in conjunction with uFACTS built-in batch component.	Subscription	Cloud Service Component	SOM Azure	SOM
	Application Batch Scheduler	SOS Berlin - JS7 Job Scheduler or existing job scheduler	Schedule Application Batch Jobs	Perpetual	Independent Software Package	SOM Azure	Contractor
	Audit Logging/Monitoring	Azure Monitor/Dynatrace /Splunk/ELK	uFACTS will utilize State owned logging and monitoring tools	No License	SOM Existing Enterprise Software	SOM	SOM
	Analytics & Reporting	Microsoft Power BI	uFACTS will utilize State owned Power BI for providing analytics and reporting capabilities	No License	SOM Existing Enterprise Software	SOM	SOM
	Canned Reports	Crystal Reports	Crystal Reports is used to schedule and generated canned PDF repots such as ETA reports	Subscription	Independent Software Package	SOM Azure	Contractor
	Config Management	Azure Container Registry	Versioning for containers	Subscription	Cloud Service Component	SOM Azure	Contractor
	Address Verification	Experian Address Verification or any other existing enterprise Address verification	Verifies addresses through API	Subscription	SOM Existing Enterprise Software	SOM	SOM
uFACTS Supporting SaaS	Messaging	State owned text/SMS software	uFACTS will utilize the State owned text/SMS software to send and receive text messages	Subscription	Existing SOM Enterprise Software	SOM	SOM
	DevOps	Azure DevOps	Version control, build, test, and deploy	Subscription	Cloud Service Component	SOM	Contractor/SOM

Stack	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	Bug Tracking	Azure DevOps	Tracking issues	Subscription	Cloud Service Component	SOM	Contractor/SOM
	Code Quality	SonarCloud	Static and dynamic quality/security scanning	Subscription	Independent Software Package	SOM Azure	Contractor/SOM
	Config Management	Azure Repos	Repository hosting/versioning service	Subscription	Cloud Service Component	SOM	Contractor/SOM
	Chat Bot	State owned Microsoft Azure	uFACTS will utilize state owned chatbot for virtual assistant/chat functionality	No License	Existing SOM Enterprise Software	SOM Azure	SOM
	Requirements & Risk	Azure DevOps Services	Captures real-time decisions and feedback	Subscription	Cloud Service Component	SOM	Contractor/SOM
	SAST & DAST	HCL AppScan/SonarQube	State owned Static and dynamic quality/security scanning tools	No License	Independent Software Package	SOM Azure	SOM
Additional Required Tools	Load Testing	Azure DevOps	Analyze and measure performance of services	Subscription	Cloud Service Component	SOM	Contractor
	API Testing	Postman	Generate Open API files for endpoints	No License	Independent Software Package	SOM Azure	Contractor
	Application Development	Microsoft Visual Studio Professional 2022	Development IDE	Perpetual or Subscription	Independent Software Package	SOM Azure	Contractor
	Application Testing	Microsoft Azure DevOps Service [Basic + Test Plan]	Test Planning, Management and Execution	Subscription	Cloud Service Component	SOM Azure	Contractor
	Automation Testing	Selenium	Open-source tool	No License	Independent Software Package	SOM Azure	Contractor
	Individual Page Checker	WAVE	Checks an individual page HTML against the WCAG standards to identify violations as well as	No License	Independent Software Package	SOM Azure	Contractor

Stack	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
			manual checks that should be performed				
	Screen Reader	SIEM	Reader Test sites' ability to be used by blind or visually impaired users to read the text displayed on a screen	No License	Independent Software Package	SOM Azure	Contractor
	Help Content/ Knowledge Base	RoboHelp	Design and maintain Assistive content	Perpetual	Independent Software Package	SOM Azure	Contractor
	Debugging	Fiddler	Web Debussing proxy tool	No License	Independent Software Package	Virtual Desktop	Contractor/SOM
	Development	Sonar Lint Extension for VS	IDE extension for Code Quality and Code Security	No License	Independent Software Package	Virtual Desktop	Contractor/SOM
	ADA Compliance	PowerMapper	Accessibility Compliance scanning software	Perpetual	Independent Software Package	SOM Azure	Contractor
	Database administration	MS SQL Management Studio	Integrated Environment to manage SQL Server	No License	Independent Software Package	Virtual Desktop	Contractor/SOM
	Occupation Codes	OccuCoder	Software that provides Occupation Codes	Perpetual	Independent Software Package	SOM Azure	Deloitte Contractor
	.NET Application Server	IIS	Microsoft Application Web Server	No License	Independent Software Package	VDI	Contractor
	Productivity tools	MS Office	Microsoft Office suite of tools	Perpetual	Independent Software Package	VDI	SOM
	Web Browser	Chrome, Edge	Web browser to access internet	No License	Independent Software Package	VDI	SOM
Training Tools	Animation Creation	Vyond	Cloud based video creation	Perpetual	Independent Software Package	SOM Azure	Contractor

Stack	Function	Software	Description	License Type	Software Type	Runtime Environment	Install and Configure Responsibility *
	Course Development	Articulate 360	Develop eLearning Courses	Perpetual	Independent Software Package	SOM Azure	Contractor
	Video Editing & Screen Recording	Camtasia 2021	Video editing and screen recording software program to create professional training videos	Perpetual	Independent Software Package	SOM Azure	Contractor
	Training Images	Shutterstock	Images for training content	Perpetual	Independent Software Package	SOM Azure	Contractor

* *Assumes* Contractor *will be provided required access to install and configure*

Any deviation from the above listed software requires a change notice, per Section 2.2 of the Contract.

uFACTS must work with the standard browsers including Safari, Microsoft Edge, Chrome, and Firefox browsers across various iOS and Android mobile devices.

The State requires a system with business logic that can be readily updated to respond to the rapid changes that occur in UI programs.

The State, at its sole discretion, may conduct an End-to-End Security Vulnerability Pen Testing of the uFACTS solution. Any Medium, High or Critical Vulnerabilities identified in Contractor supplied software during the testing must be remediated by the Contractor and this must require acceptance by the State.

Contractor will conduct static code analysis of the uFACTS solution within Contractor's development environment and the State's staging environment prior to go-live. State will conduct the dynamic code analysis and penetration testing of the solution prior to go-live and provide the results to the Contractor. All Critical, High, and Medium vulnerabilities related to the application, will be resolved by the Contractor prior to the system go live with acceptance by the State. A report of the results and a report of all remediation activities will be provided to the State by the Contractor. Any vulnerabilities related to hosting/infrastructure will be remediated by the State.

Contractor's uFACTS Solution must provide a significant amount of flexibility and configurability of business logic through its core table-driven business rules architecture, supported by a comprehensive business rules engine.

As part of the Design Phase the Contractor and State will mutually agree on the Software versions supporting the uFACTS solution that will be implemented for production release.

At the State's direction, Contractor must complete supporting software Version upgrades to the latest supported version 6 months prior to the end of life of the current production version. Patches for security vulnerabilities identified in Contractor supplied software must be provided, within the time frame that allows the State to maintain compliance with the State of Michigan Risk Assessment standard, and for third-party software, when available. Contractor will provide the State with future enhancements to the core uFACTS product, as they are available and prioritized by the State, for the Term of the Contract.

Contractor must provide a list and description of all enhancements available on a quarterly or as available basis of the uFACTS solution and the State will prioritize which enhancements if any they will implement. Contractor will provide enhancement related artifacts as request by the State.

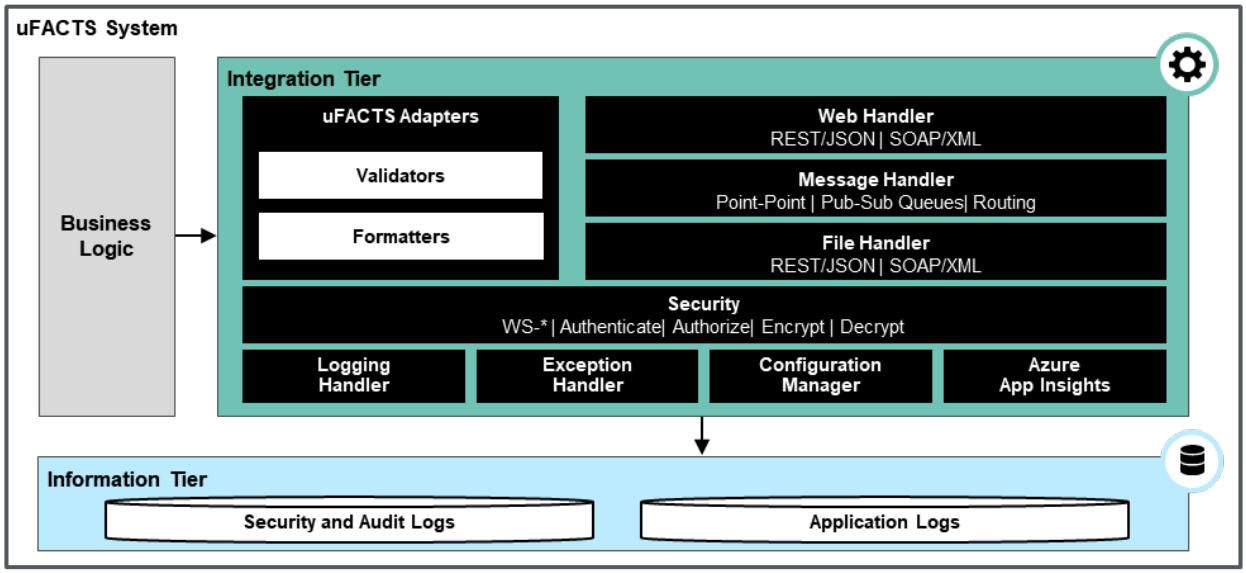
10. INTEGRATION

The State UI solution requires an integration architecture that is not only interoperable, but also meets other top-quality attributes such as Discoverability, Configurability and Testability.

The UI system must interface with various State and Federal agencies to perform critical business operations, such as verifying claimants' identity and collecting data for eligibility determinations, overpayment, and collections, etc.

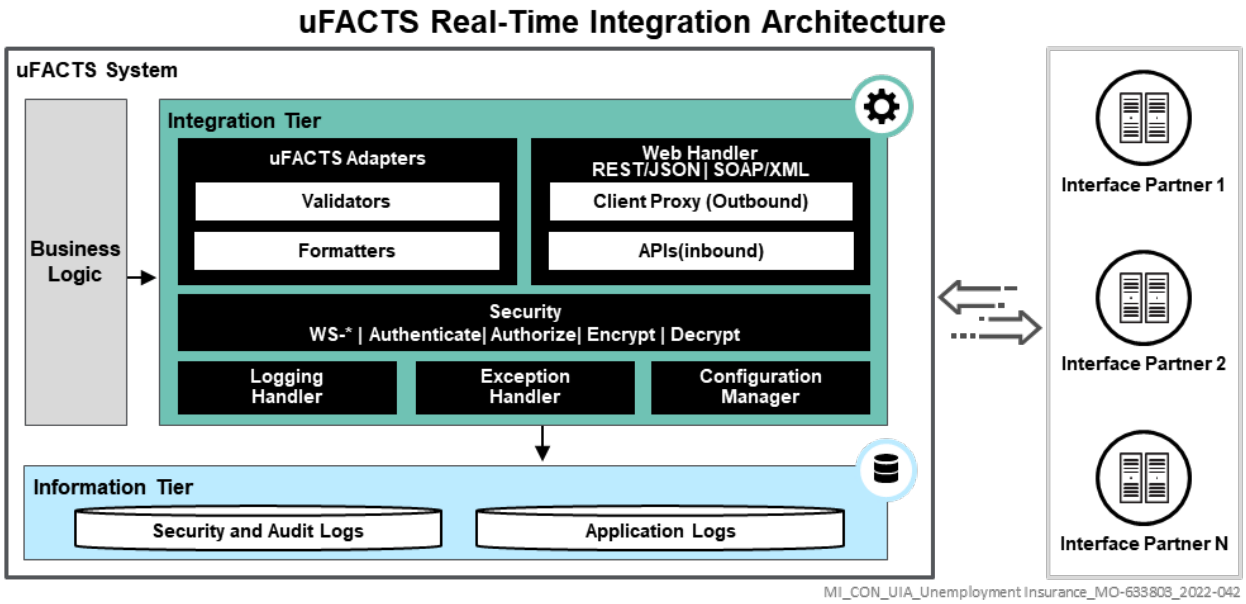
Real time interface architecture and batch architecture:

uFACTS Integration Architecture



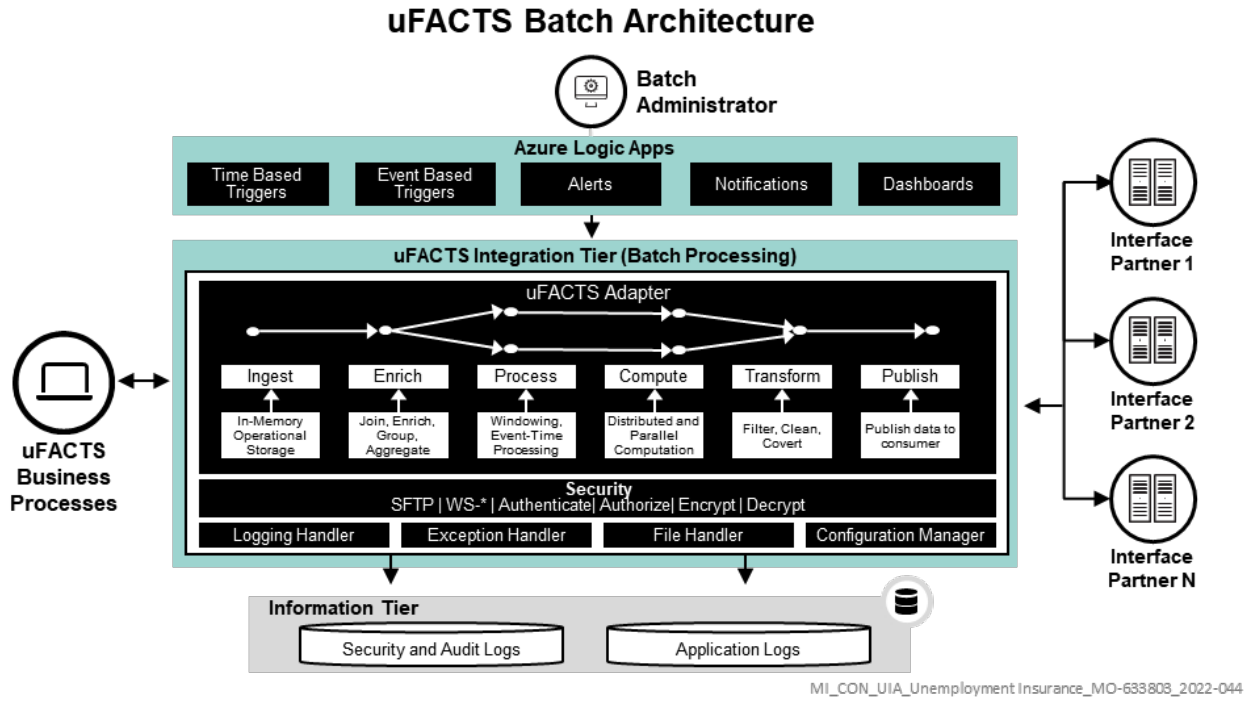
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The following figure shows the processing of data during a real time call from and to the uFACTS application:



The architecture framework must provide comprehensive featured Batch Administration capabilities for authorized users to maintain schedules, dependencies, thresholds, alerts and notifications.

The following diagram shows the capabilities provided by the batch framework:



The uFACTS batch solution supports the following types of integrations to support various bulk data processing needs for Michigan:

Type of Batch Interaction	Applicable Scenarios	Example Interfaces
File to File	An interface partner requesting for data in a file based on data in a request file Michigan requesting for data from an interface partner in a file	Franchise Tax Board Maintenance Files NDNH Benefits Data
File to Database	An interface partner sends data to Michigan to conduct its business	Child Support Intercept
Database to File	MI extracts data from its application databases and sends information to an interface partner to enable them to conduct their business	Correspondences Accounting general ledger data
Database to Webservice	This pattern is typically seen in interfaces where Michigan is required to send SMS, emails to the beneficiaries, upload documents to document management system etc. Typically, these services are exposed as web services and such business processes require a batch to invoke the webservices exposed by the service provider	SMS Service Email Correspondences Document Management System

uFACTS must integrate with external systems using any standard communication mechanism and will not place any specific requirements on external systems. The uFACTS Solution Integration Tier will provide a framework for a successful implementation of integration with State internal and external partners for data exchange.

The Integration Tier must provide the following benefits for interfacing with external systems:

- Support required industry, state, and federal security standards
- Provide automatic reconciliations with data validation edit to confirm that imported and exported data is validated
- Configure, manage, and securely interface with federal and state agencies and other partners through the use of centralized and configurable integration capabilities

• Support HTTPS and SFTP to transmit data in encrypted form to protect sensitive data. The transmission mode will vary with each external system, and it will be determined during JAD sessions held during the detailed design phase of the project.

The uFACTS framework integration layers must meet the Michigan information security and technology standards.

Contractor's solution must be deployed on a secure communication channel using a combination of encryption and access controls. The interfaces transmitting sensitive information, such as PII, to the solution must use secure mechanisms, such as Hyper Text Transfer Protocol Secure (HTTPS), Transport Layer Security (e.g., TLS 1.2) and Secure File Transport Protocol (SFTP) for data acquisition.

uFACTS Interface Standards
Supports both SOAP and REST for real-time API connections over HTTPS (TLS v1.3) for secure information exchange
Supports batch-based interfaces via protocols such as HTTPS, SFTP and FTPS
Contractor's design first approach for API development allows external systems to validate connectivity upfront with third parties, while the actual business functionalities are still being configured
Each API will be documented using API description language. For example, we use open API or RAML format for REST API and WSDL for SOAP services
The integration layer supports secure information sharing with external interface partners. Supports OAuth, Basic Authentication, Whitelisting of IP addresses to secure the APIs.
Supports multiple log formats and has built-in logging to track API transactions
The API endpoints, security credentials, availability schedules, logging levels etc. are configurable to easily implement changes without disrupting functionality
Where applicable the layer communicates via message queues asynchronously with confirmed delivery

A listing of the systems that must be integrated or interfaced with uFACTS can be found in Schedule I, System Integration Table.

11. MIGRATION

Contractor Activities:

•Develop a detailed Conversion and Migration Plan and coordinate all conversion activities.

•Convert/Migrate Data - Work closely with the designated resource (e.g., incumbent Vendor or the SOM technical staff) to create data conversion algorithms, and data

maps, identify impacts on existing systems and develop procedures for handling problems such as invalid formats of data values requiring validation.

Work Product

The Data Conversion and Migration Plan – Describes the scope and approach to converting and migrating legacy application documents and data, where applicable, into the new UI solution. The Data Conversion and Migration Plan will define the following (at a minimum):

a) Scope and approach

b) Data structure, volume, and quality

c) Data mapping between source to target data for all fields to be converted

d) Data transformation rules

e) Testing approach

f) Data validation process and exception reports

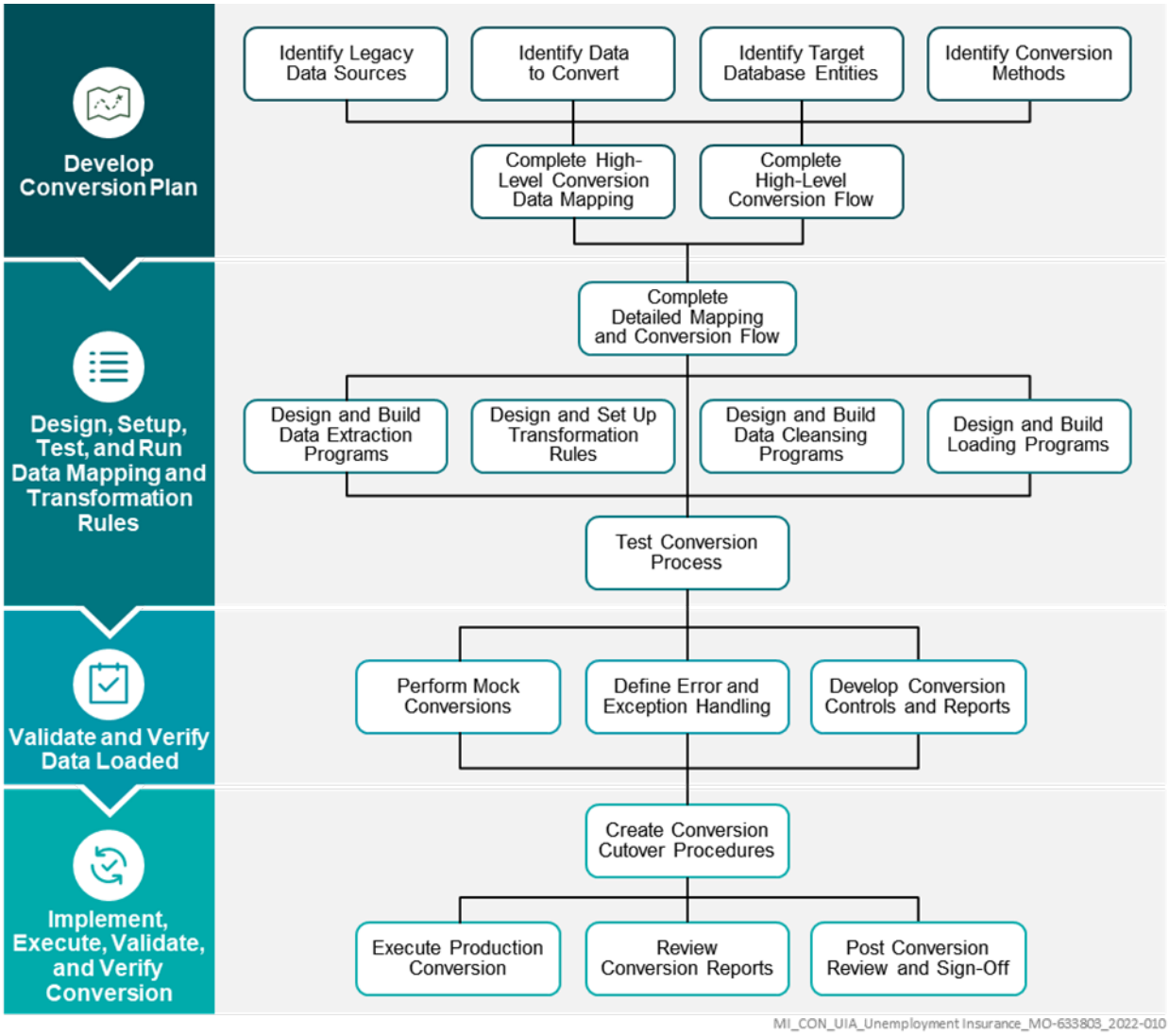
g) Communication plan(s)

Contractor must migrate the data identified in the table below:

Current Technology	**MS SQL Server 2017**
Data Format relative to the database technology used.	**Mdf, ldf, .bak, trn**
Number of data fields to give Contractor awareness of the size of the schema.	**2,277,783**
Number of Records	**84,605,311,167**
Database current size.	**PROD total: 252.3TB**

i. Contractor must work with the State's designated legacy system SMEs to understand the data model and develop appropriate mapping, transformation, and validation rules. This includes the uFACTS Migration Toolkit which comprises the Contractor's conversion accelerators, processes, and artifacts, including a fully defined uFACTS Tax and Benefits data dictionary, data model, ER diagrams, data mapping and transformation documents, and mock conversion run reports.

Contractor's high-level approach is built around the activities shown in the figure below:



ii. Contractor will prepare for the migration specifications step by first preparing the Data Conversion Plan in close coordination with the State and the incumbent UI software vendor. This includes identification of data sources, high level table mapping, identification of migration methods and legacy system data profiling which will surface potential issues that will be addressed during the migration specifications step by developing appropriate transformation rules.

The following figure summarizes common data conversion challenges and lists the strategies the Contractor will employ to address them:

Data Migration Risks and Constraints Mitigated by the uFACTS Migration Approach	
Migration Risk	**uFACTS Approach**
Data Documentation Opacity	The State's current system is built on a proprietary platform and inherent in migrating from such systems is the lack of data model, entity relationship and data documentation transparency. To mitigate this risk, the Contractor must start data migration activities and open relevant communication channels with stakeholders on Day 1 of the project. The State must bring their current UI software vendor into the mapping and transformation rules discussions so their expertise with the current system can be used to develop the migration specifications.
Data Loss	When the data is migrated to uFACTS, some of the data may not migrate over from the source system due to constraints built into uFACTS for data quality and integrity. Contractor must mitigate risk by understanding that it is the nature of data migration between disparate systems for inconsistencies to be present and probing for these to enable Contractor to then design the appropriate transformation rules.
Semantic Inconsistency	Semantic errors can occur due to evolution of source data elements over time due to technology, storage, policy constraints or introduction of new programs such as PUA. Contractor's must look for and surface such occurrences early in the data mapping cycle to design appropriate transformation rules.
Accuracy of Converted Data	Contractor's approach to conducting early mock conversions must result in less manual conversion and fewer iterations of extraction run.
Data Age and Volume	Some of the risks noted in this table are exacerbated the older the data being brought over, due to a number of factors including semantic evolution of data elements and data integrity rules. Contractor must work with the State to review current retention laws and/or policies to determine if any adjustments need to be made to the data migration process.
Cutover and Orchestration Instability	Contractor's data migration process will include several full volume mock conversions that exercises each step in the migration process including Extract, Transform, Load, Validation and Reconciliation and Post-Load database steps.

iii. Contractor's uFACTS Migration Toolkit will reduce risk and speed migration by bringing a standard suite of tools and templates to guide conversion. The toolkit is described below:

uFACTS Migration Toolkit	Description
uFACTS Tax and Benefits Data Model	The uFACTS Tax and Benefits Data Model is a fully defined physical data model for uFACTS.
uFACTS ER Diagrams	The uFACTS Conceptual data model or Entity-Relationship diagram provides a logical view of the uFACTS database
uFACTS Data Dictionary	The uFACTS Data dictionary describes the meanings and purposes of data elements and provides metadata about data elements such as data types, scale, precision, nullable and default value characteristics.
Data Validation Scripts	The uFACTS Migration Toolkit consists of over 1200 conversion validation scripts that go through frequent cycles of evaluation and refinement to enable early detection and resolution of data migration issues.
Templates	The uFACTS Migration Toolkit also comprises mapping and transformation templates, data validation, and mock run report templates.

In addition, Contractor will provide the following Microsoft Azure database software and migration tools and services:

Azure Tools/Services	Description
SQL Server on State hosted Azure	Microsoft SQL Server Database hosted on state Azure is a database engine that handles most of the database management functions such as upgrading, patching, backups, and monitoring without user involvement.
Azure Database Migration Service (DMS)	Database Migration Service - Azure Database Migration Service is a fully managed service designed to enable seamless migrations from multiple database sources to Azure data platforms with minimal downtime
Bulk Copy Utility (bcp)	The bulk copy program utility (bcp) bulk copies data between an instance of Microsoft SQL Server and a data file in a user-specified format. The bcp utility can be used to import large numbers of new rows into SQL Server tables or to export data out of tables into data files.

Azure Tools/Services	Description
Import & Export Wizard	Azure Import/Export service is used to securely import large amounts of data to Azure Blob storage and Azure Files by shipping disk drives to an Azure datacenter. This service can also be used to transfer data from Azure Blob storage to disk drives and ship to on-premises sites. Data from one or more disk drives can be imported either to Azure Blob storage or Azure Files.
Azure Data Studio	Azure Data Studio is a cross-platform database tool that enables querying, designing, and managing databases.

iv. The RACI chart for Contractor data migration specific activities follow.

Some of the Contractor's responsibilities will be dependent upon the State completing supporting tasks, as outlined in the Project Management Plan and Project Schedule. Responsibilities not explicitly listed in the SOW are not the responsibility of the Contractor.

Activities	R	A	C	I	Role
Manages data conversion process; provides status to the management; identifies, escalates, and resolves data conversion issues. Develops Conversion Plan	Contractor	Contractor			Contractor Conversion Lead
Conversion Plan development: Identifies legacy data sources, data to convert, target database entities, conversion methods, and completes high-level conversion data mapping, reconciliation approach, and high-level conversion flow	Contractor	Contractor			Contractor Conversion Lead Contractor Conversion Developer/Analyst State Conversion Lead, Technical, and Business Staff, Current UI Software Vendor
Conversion Design including: data mapping and transformation rules: completes detailed mapping and conversion flow, reconciliation approach, and legacy extract format.	Contractor	Contractor			Contractor Conversion Lead Contractor Conversion Developer/Analyst State Conversion Lead, Technical, and Business Staff, Current UI Software Vendor
Participates in data mapping, analysis and design sessions			Contractor	Contractor	State Data Conversion SME
Design, develop, test legacy extract programs and reconciliation scripts per conversion design specifications			Contractor	Contractor	State Conversion Lead and Technical Staff & Current UI Software Vendor Contractor Conversion Lead
Design, develop, test data transformation and load programs per conversion design specifications	Contractor	Contractor			Contractor Data Conversion Developers and Analyst

Activities	R	A	C	I	Role
Extract and transform legacy data per conversion plan and as otherwise agreed			Contractor	Contractor	State Technical Staff Contractor Technical Staff
Complete load of data per conversion plan and as otherwise agreed	Contractor	Contractor			Contractor Data Conversion Developers and Analyst
Validate and verify data loaded: identifies errors and exception handling, develops conversion controls and reconciliation reports	Contractor	Contractor			Contractor Data Conversion Developer Contractor Business Analyst
Conduct mock conversion status meeting to disseminate and discuss conversion results, errors and exceptions	Contractor	Contractor			Contractor Conversion Lead Contractor Conversion Developer/Analyst State Conversion Lead, Technical, and Business Staff, Current Software Vendor
Resolve load errors identified in mock conversion	Contractor	Contractor			Contractor Conversion Lead Contractor Conversion Developer/Analyst, Current Software Vendor
Resolve transformation errors identified in mock conversion related to the uFACTS data load as programmed by the Contractor	Contractor	Contractor	Contractor	Contractor	State Conversion Lead and Technical Staff Contractor Technical Staff
Completes required manual data cleansing of records identified in mock conversion			Contractor	Contractor	State Conversion Lead and Business Staff, Current Software Vendor

Activities	R	A	C	I	Role
Plan conversion cutover procedures & schedule	Contractor	Contractor			Contractor Conversion Lead
Execute final data conversion cutover and validates final production conversion, reviews conversion reports, and conducts post conversion review	Contractor	Contractor			Contractor Conversion Lead Contractor Conversion Developer/Analyst State Conversion Lead, Technical, and Business Staff
Approves final data conversion results (input into “Go” decision)			Contractor	Contractor	State Conversion Lead and Business Staff Contractor Conversion Lead

Key: R = Responsible, A = Accountable, C = Consulted, I = Informed

v. Contractor must execute multiple mock conversion which runs typically on a four-week cycle and weave this into the development and testing milestones. These mock runs will identify data quality issues and will require the data owners to address the data quality issues in the legacy system. To address common cleansing needs across large volumes of records, the Contractor will use automated processes to correct data prior to loading into the target database. This automated correction approach is used in these limited situations when it is possible to make the corrections using automated approaches.

The correction of data for individual cases will require the State to manually cleanse the data in the source system, in accordance with the conversion schedule.

vi. Contractor will focused work sessions and weekly status meetings starting early in the project for data profiling and discovery and data mapping and transformation works sessions through final cutover and implementation.

vii. Contractor will incorporate proven methods, leading practices and lessons learned that decrease the risks associated with managing and converting data.

Contractor must analyze initial database sizing requirements collaboratively with the State by taking into account current source database size, planned data growth in uFACTS along with the State's data retention policies and base their recommendations on the optimal amount of historical data to convert to uFACTS based on their prior experience with UI system data migrations.

The State will have the ability to scale the database up or down, as the need arises, using the Microsoft SQL Server on Azure Platform.

Additional infrastructure or Database Transaction Units (DTUs) will be provided in the State Hosted environment.

12. TRAINING SERVICES

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency for both the Tax Release and Benefit Release. Training to include instructor-led training (ILT) course presentations, web-based trainings (WBTs), and recorded videos) to enable State trainers to deliver blended training to uFACTS end-users.

Contractor must provide a customized training program that is based on an understanding of the modern adult learner and supported by experience implementing UI systems in numerous states. It is a worker-tested and approved approach.

There must be close collaboration between the Contractor's OCM, Training teams, and business subject matter specialists, as it is critical during the training process.

The State reserves the right to make final decisions on training methods and audiences for each training topic. These may include other groups that the State deems appropriate. The proposed content can be delivered via multiple platforms (e.g., WBT, ILT, and QRG).

Contractor must provide written copies of all training materials.
Contractor conducts training course-specific design sessions using input gathered from the State. This will allow the Contractor to develop training materials (e.g., job aids and Solution Guide) designed for use in a classroom (in-person or virtual) and for future reference by end-users when uFACTS is operational. Training materials must be created using the Microsoft Office Suite, Articulate 360, Vyond, and Navigator, so that they may be easily updateable and modular for flexibility. This will allow for rapid revision, both during implementation and once handed over to the State.

Contractor must collaborate with the State to review and obtain approval of training materials prior to distribution and the beginning of training, revisioning and improving the materials as needed to align with quality standards.

Contractor must establish and monitor training metrics that measure the effectiveness of the training programs.

In order to demonstrate that the Contractor is fulfilling the requirements for uFACTS training and executing the activities prescribed above, Contractor must produce a Training Completion Report following the completion of TTT activities.

Train-The-Trainer (TTT)
For each major release, Contractor must conduct training for a select group of 20 State trainers on the ins-and-outs of the training content and uFACTS. Contract must create a schedule outlining each component of TTT, including self-studies, question and answer session, and train-backs.

The table below outlines the training to be provided to the State.

Training Item	UI Tax & Benefits Training Program
Training Audiences	• 2,550 Tax and Benefits Staff • Administrator Training • Administrative Access Training • State Training Team (TTT)
Training Analysis and Design	✓
Training Plan	✓

Training Item	UI Tax & Benefits Training Program
Training Environment Support *Contractor provides student training exercises for both solution and business process workflows, as well as simulation data for use during training exercises.*	✓ Plus additional take-home exercises provided to learners
Web-Based Trainings (WBTs)	✓ Eight WBTs: • System Overview for Tax & Benefits: Part 1 (15 minutes) • System Navigation for Tax & Benefits: Part 2 (15 minutes) • Tax & Benefits Specific Topics: Part 1 (15 minutes) • Tax & Benefits Advanced Topics: Part 2 (15 minutes)
Recorded Training Videos *Articulate videos, up to five minutes in length, that contain targeted content on specific topics, system functionality or concepts to reinforce training concepts and support uFACTS system adoption.*	✓ Up to 10 Recorded Training Videos
Pre-Classroom Navigation Exercises using Navigator *Navigator is a system overlay tool that provides onscreen, step-by-step guidance for specific processes in web-based applications like uFACTS.*	✓ Up to 10 Pre-Classroom Navigation Exercises
Course Presentation Materials/User Manuals	✓ One User Manual for uFACTS
Course Presentation Materials Current with the Solution Configuration and Production Release	✓ UI Tax Presidentation Materials UI Benefits Presentation Materials

Training Item	UI Tax & Benefits Training Program
Instructor and Student Guides for Classroom Training *This includes an instructor guide and student guide for UI Tax, and an instructor guide and student guide for UI Benefits.*	✓
Solution Guide *This includes one guide describing the key features and aspects of the new solution, including commonly used features and challenging features.*	✓
Job Aids *Typically, one- to five-page guides to share information on the most common and/or complex tasks that users complete.*	✓ Up to 20 in total: • 10 Job Aids for UI Tax • 10 Job Aids for UI Benefits
TTT Sessions *Contractor provides one TTT session for UI Tax, and one for UI Benefits.*	✓
Trainers to Deliver Classroom Training	✓ Contractor trainers will co-deliver training with State trainers
Training for Administrator Staff *Contractor conducts awareness sessions and technical workshops via ILT (a 1-2 hour training delivered to 10-30 participants).*	✓ Up to 10 ILT sessions: • Four Awareness Sessions • Six uFACTS trainings
Training on Administrative Access	✓ One Training Aid One Recorded Training

Training Item	UI Tax & Benefits Training Program
Smart Pairings Knowledge Transfer for System Administrator Staff *Contractor Technical team mentors are responsible for providing skill coaching to their identified State mentees within their specific project roles. The program provides visibility into the progress mentors and mentees make toward meeting established goals and objectives.*	✓
Training Assessment Materials *Contractor creates and provides a Training Satisfaction Survey to capture feedback.*	✓
Post-Implementation Training *Post-go-live webinars, one for UI Tax and one for UI Benefits, are deployed two to three weeks after go-live to provide system updates, reinforcements, and targeted instruction on common user issues. These webinars also provide staff the opportunity to ask the more complex questions they did not know to ask when they were in the classroom.*	✓
Ongoing Training *Training programs to help the State sustain operational excellence within the newly implemented uFACTS.*	✓ • uFACTS Refresher Training • uFACTS Advanced Topics Training • New Hire Training Strategy and Plan • New Hire Training Program Development and Pilot

Go-Live Support

Contractor must use a blended learning approach of different training media and methods (e.g., WBTs and recorded training videos) for each major release. Contractor

must provide a training plan for go-live support and transition to self-support, including options and details such as the number of dedicated personnel, staff location, hours available and duration of go-live support.

Contractor must dedicate 3 personnel to provide a hybrid of both virtual support through a Command Center and in-person site support. Virtual and in-person Contractor personnel must be available from Monday through Friday from 8am-5pm Eastern Time on Business Days for two weeks following the go-live date of each uFACTS release.

Contractor must create a brief issue tracker form that individuals can complete to receive assistance. In addition to collecting their contact and location information, the form enables State staff to provide detailed information and a screenshot about the issue they are experiencing. Information on the issue, its diagnosis, and resolution must be maintained for issue tracking purposes and a Dashboard must be sent to State leadership on a consistent basis. This will allow the State to receive up-to-date information on uFACTS-related issues and have a detailed view of the end-user implementation experience. In addition, questions must be logged, shared with the UI modernization project team, and frequently asked questions (FAQs) must be created and shared with end-users.

Contractor must continue to provide support to the State throughout the go-live period. This will be done by hosting regular check-in calls where Contractor gathers and analyzes feedback (considering it for instituting corrective action) and provides field readiness checklists.

While training is conducted, Contractor must distribute materials electronically and make them available through the State's Learning Management System (LMS). In addition, Contractor must support the use of the training environment. The training environment must be kept up to date with the current production release, so students may learn in an environment that closely resembles using uFACTS on the job.

13. TRANSITION RESPONSIBILITIES

Contractor will provide transition services as detailed in Schedule F.

14. DOCUMENTATION

Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software. The above described documents and the corresponding timeline are listed in the Milestones/Deliverables Table in Section 22.

Contractor will work with the State's project team to best understand what tool is most appropriate to meet the requirements of documentation tools and incorporate it into the process.

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

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

15. Reserved

16. CONTRACTOR PERSONNEL

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

Contractor	
Name	John Petrovich
Address	980 9th St, Suite 1800 Sacramento, CA 95814
Phone	+1 847 421 4102
Email	jpetrovich@deloitte.com

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

Contractor	
Name	Miguel Mercado
Address	350 Carlos Chardon Avenue Hato Rey, Suite 700 PR, 00917-2140
Phone	+1 787 282 5338
Email	mmercadotorres@deloitte.com

Contractor Project Sponsor. Contractor executive resource who is responsible to be main point of contact for communications to State Executives on project status and contract management.

Contractor	
Name	John Petrovich
Address	980 9th St, Suite 1800 Sacramento, CA 95814
Phone	+1 847 421 4102
Email	jpetrovich@deloitte.com

17. CONTRACTOR KEY PERSONNEL

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

Contractor Key Personnel	
Name	Thomas Zacharias
Address	191 Peachtree St NE, Suite 2000 Atlanta, GA 30303
Phone	+1 404 942 6815
Email	tzacharias@deloitte.com

Contractor Business Lead/Analyst. Contractor to provide name of individual who will be responsible for leading requirements elicitation, documenting requirements (product backlog) and completing analysis for considered changes.

Contractor Key Personnel	
Name	Lynnette Stern
Address	980 9th St, Suite 1800 Sacramento, CA 95814
Phone	+1 916 288 3130

Email	lystern@deloitte.com

Contractor Technical Lead. Contractor to provide name of individual responsible for the technical oversight and direction for all aspects/ of the solution and project. This person must have experience with data migration, system integration, and leading similar project of similar size and scope.

Contractor Key Personnel	
Name	Sunil Gaddam
Address	1601 Wewatta St, Suite 400 Denver, CO 80203
Phone	+1.303.294.4297
Email	sgaddam@deloitte.com

Contractor Functional/Implementation Lead. Contractor to provide name of individual responsible for functional and implementation oversight for all aspects of the project.

Contractor Key Personnel	
Name	Mithilesh Shirsat
Address	200 Berkley St., 10th Floor Boston, MA 02116
Phone	+1.215.606.1969
Email	mshirsat@deloitte.com

18. CONTRACTOR PERSONNEL REQUIREMENTS

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

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, required by project.

Contractor will sign a Data Sharing Agreement (DSA) .

Contractor will sign a Data Governance Agreement.

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

Offshore Resources.

See **Schedule H - Offshore**

19. STATE RESOURCES/ RESPONSIBILITIES

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

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

State Contract Administrator
Name Chris Martin
Phone 517-643-2833
Email MartinC20@michigan.gov

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

DTMB Program Manager
Name John Walker
Phone 313-456-3814
Email WalkerJ5@Michigan.Gov

Agency Program Manager/Product Owner
Name Britt Mailand
Phone 313-456-3190
Email MailandB@Michigan.Gov

Project Manager. The DTMB Project Manager is responsible for project management. activities.

DTMB Project Manager
Name Michael Mowers
Phone 313-236-0433
Email MowersM@Michigan.Gov

Some of the Contractor's responsibilities will be dependent upon the State completing supporting tasks, as outlined in the Project Management Plan and Project Schedule. Responsibilities not explicitly listed in the SOW are not the responsibility of the Contractor.

20. MEETINGS

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

The Contractor must attend meetings, at a location and time, as requested by the State, at no additional cost to the State:

- Executive Monthly Meeting
- Bi-Weekly Steering Committee Meetings
- Weekly Project Meetings

Contractor must provide meeting minutes for the weekly project meetings, and the executive monthly meetings. The State must provide the meeting minutes for the bi-weekly steering committee meetings.

21. PROJECT CONTROL AND REPORTS

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

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates

- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period

- Indicate the number of hours recorded in Clarity for the prior weekly reporting period, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project

- Tasks planned for the next reporting period

- Contractor will identify and will work with the State to discuss existing risks and issues which are impacting the project and the steps being taken to address those issues or recommend escalation strategy.

- Identify any new risks or issues and describe progress in mitigating high impact/high probability risks previously identified or recommend escalation strategy as appropriate.

- Identify any amount of funds expended during the current reporting period, and the cumulative total to date for the project.

- Track time into the State of Michigan's Project Portfolio Management tool, Clarity PPM, for approval and reporting or any other tool as preferred by the State.

In addition to the weekly status report, Contractor will submit and enter weekly timesheets into the State of Michigan Project Portfolio Management tool, Clarity PPM, to provide the State with accurate time reports.

Contractor must work with the State to submit specific reports delivered in alignment with proposed iterations which can be referred to in **Section 22. Project Management**, Milestones/Deliverables for Implementation.

22. PROJECT MANAGEMENT

The Contractor Project Manager will be responsible for creating and maintaining a project plan and associated schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties. The Contractor will seek approval of the project plan from State. State will provide input to the plan for those tasks where the State is primarily responsible.

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

The Contractor and State will establish a Change Control Board at the start of the project. Any change in scope must be approved by this mutual Change Control Board prior to initiation of the work.

SUITE Documentation

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

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

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

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

Contractor will use EVD for SI to meet the Project Management Body of Knowledge (PMBOK®)-based project management standards.

Contract must enable effective communication and collaboration between functional and technical specialists within the State's UI program and the Contractor project team by leveraging processes, tools, and accelerators to tailor the uFACTS solution to the State's needs

Planning

During project kick-off, the Contractor and the State will work together to plan and set up the project, onboard teams, and set general governance and management processes in place.

Key Activities	Major Milestones
Kickoff and Project Set Up. Contractor will provide preliminary planning and setup tasks to kick off the project and onboard Contractor and State staff.	Kickoff completed PMO set up
Develop Integrated Work Plan. Contractor and State review and revise the overall project schedule with an emphasis on identifying critical path activities and external dependencies.	Project work plan approved
Develop Project Management Plan. Contractor will prepare the overall project management plan and its constituent components, tailoring as needed to State processes and tools, including status reporting templates and schedule.	Project work plan approved Project management plan approved Project tools finalized
Develop OCM Strategy and Plan. Contractor will establish the project OCM strategy starting early with stakeholder identification and analysis.	OCM plan approved Stakeholder analysis complete

Requirements Analysis

Contractor must document the requirements and creation of the RTM. The related activities will be executed through workshops and joint requirements management sessions facilitated by the Contractor's business analysis and requirements leads.

Key Activities	Major Milestones
Validate Requirements Definitions – Through Joint Requirements Management sessions (JRMs) we further elaborate and document requirements	Requirement's validation complete
Conduct Gap Analysis – Using the validated requirements, Contractor conducts fit-gap sessions to identify potential gaps to modernize the uFACTS solution	Gap analysis documented
Develop RTM – Create the initial version of the RTM based on the validated requirements and fit-gap sessions	Initial RTM created and approved

Design

The Contractor must conduct Joint Application Design (JAD) sessions to further elaborate and document detailed functional and technical specifications.

Key Activities	Major Milestones

Conduct JAD sessions. These functional and technical design workshops will support the detailed design and the associated documentation. Contractor will conduct these sessions for the design iterations that are delivered incrementally	Release 1: Iteration 1-6 design workshops completed Release 2: Iteration1-10 design workshops completed
Document functional and technical design. These documents contain the detailed specifications for the solution and are developed in alignment with each iteration and then consolidated for final approval	Release 1: Iteration 1-6 design approved Release 2: Iteration 1-10 design approved Final design approved
Disaster recovery and business continuity planning. As the final design iteration is near completion, the Contractor infrastructure and architecture teams develop the system's disaster recovery and business continuity plan. The Contractor must collaborate with State technology staff to validate approaches and protocols	Disaster recovery and business continuity plan approved
System Security Planning. As the final design iteration nears completion, the Contractor cybersecurity teams will provide to the State technical and functional design artifacts to prepare and develop the system security plan. The State is responsible for updating the system security plan in the State tool. The Contractor must collaborate with State technology staff to validate all approaches and protocols to be used for this solution.	System security plan approved

Infrastructure Setup

Working iteratively through design will allow the Contractor to manage review workloads for State staff, deliver design increments to start development early, and manage workload across State and Contractor teams. Contractor will build upon the design phased and lead to the procurement, installation, and validation of the project infrastructure on Azure.

Key Activities	Major Milestones
State to Procure and provision software and services. The State will complete the procurement and provisioning of third-party software components and Azure hosted services based on outcomes from the Analysis phase. At the State's request, Contractor will	Azure services and third-party software products procured by the State

Key Activities	Major Milestones
provide alternative third party software titles for the State to procure.	
Provision environments. The Contractor DevOps team will collaborate with State staff to set up and provision project environments. The Contractor will complete the specifications on environment setup and the configurations are documented and maintained in the project repository	Development environment ready Testing environment ready System training and UAT environments ready Staging environment ready DR and Production environment ready
Install uFACTS. The Contractor DevOps team installs the base version of uFACTS on the development environment, together with the related source code repositories and Integrated Development Environment (IDE) tools, so that development iterations many commence in the next phase	Development environment and tools ready

Iterative Development

The Contractor team must iteratively configure and customize the uFACTS solution to meet the approved design specifications. Regular development releases will be delivered for incremental testing activities and other supporting tasks, such as training material and manual development, will also be executed.

Key Activities	Major Milestones
Iteration Planning. The Contractor team plans development activities aligned to iteration scope based on the design iterations	Release 1: Iteration 1-6 development plan Release 2: Iteration 1-10 development plan
Development iteration. In alignment with each iteration, the Contractor team executes multiple four-week iterations during which uFACTS is configured and customized for Michigan. Each iteration consists of multiple iterations, and once full iteration development is complete, it is released for iterative system integration testing	Release 1: Iteration 1-6 development complete Release 2: Iteration 1-10 development complete
Integration and bug-fixes. Through development iterations and subsequent integration testing, the team integrates modules across iterations and supports bug-fix activities as identified during testing	Release 1: Iteration 1-6 source code complete Release: Iteration 1-10 source code complete Final source code complete

Key Activities	Major Milestones
Documentation. Together with each iteration and updated based on feedback from Iteration System Integration Test (iSIT), Iteration User Acceptance Test (iUAT), and final end-to-end testing activities, the Contractor development team prepares and delivers supporting documentation	Release 1: Iteration 1-6 supporting documentation complete Release 2: Iteration 1-10 supporting documentation complete Final supporting documentation complete

Iterative Testing

Testing activities must start early in the project and continue to grow as development activities are completed progressively. Contractor must test during development iterations, at the end of each iteration, and once the full system development is complete. During this phase, regular development releases are delivered for incremental testing activities, in addition to the comprehensive testing at the end of each iteration.

Key Activities	Major Milestones
Test Planning. Overall quality assurance and master test plans are prepared during the Analysis phase, and subsequently, the team continues to refine and elaborate test plans for each iteration	Release 1: Iteration 1-6 testing plan Release: Iteration 1-10 testing plan System testing plan UAT testing plan
Iteration Testing. The Contractor team prepares test cases and executes testing during Iterations in alignment with each iteration. Data preparation, test planning, test case development, and related activities are executed together with development iterations to prepare the team for iteration testing	Release 1: Iteration 1-6 test cases developed Release 2: Iteration 1-10 test cases developed Iteration 3 test cases developed
iSIT. Once each development iteration is complete, the Contractor team executes system integration testing on that iteration, thereby confirming that the functional modules delivered conform to requirements. The core of our approach is the use of converted data during these testing cycles	Release 1: Iteration 1-6 iSIT complete Release 2: Iteration 1-10 iSIT complete
iUAT. Working with designated State staff, the Contractor team supports user acceptance testing for each iteration. This activity allows the State to test and review functional modules regularly and provide timely feedback. It is an essential part of our delivery model	Release 1: Iteration 1-6 iUAT complete Release 2: Iteration 1-10 iUAT complete

Key Activities	Major Milestones
and reduces the risk of negative findings later in the project	
System Integration Test, Performance Test, Security Test. These activities encompass the various end-to-end testing cycles executed once the full system is developed and all iterations have been tested individually. It includes integration testing, end-to-end testing, performance testing, and security testing	System integration testing complete Security testing complete Performance testing complete
User Acceptance Test. The final step in comprehensive testing is user acceptance testing for the entire solution. The Contractor will support the State in executing this final round of testing to validate that the requirements are met	User acceptance testing complete

Implementation

Implementation activities will start early in the project as the Contractor and the State identify stakeholder groups, systems, and processes impacted by the project. This phase will include critical organization change management activities, training, communications, and knowledge transfer. Detailed overviews of the Contractor's OCM and training approach is provided in Section 24. Organizational Change Management (OCM). During this phase, the Contractor and the State must work collaboratively with multiple stakeholder groups to prepare for system implementation.

Key Activities	Major Milestones
Planning. Implementation planning starts early in the project and involves multiple stakeholders. The contractor must work collaboratively with the State to identify stakeholders, impacts, activities, roles and responsibilities, external dependencies, and transitions tasks. The Contractor will create a Project Management Plan that will document these details, and the Baseline Project Schedule will be updated to reflect the associated tasks and dependencies, subject to the State's approval.	Implementation planning complete Release planning complete

Key Activities	Major Milestones
Transition. Transition activities cover a range of tasks that are set forth in Schedule F include training, knowledge transfer, OCM activities, communications, readiness assessment, and release planning. The Contractor will utilize EVD accelerators and checklists to bring industry best practices to bear and work with the State to prepare stakeholders for go-live. Details of OCM and Training activities are documented in *Section 24. Organizational Change Management (OCM).*	Readiness assessment complete Transition activities complete
Data Migration. Executed as part of release activities and critical to a "go decision" for cutover, data migration is executed as part of the release plan. The Contractor must conduct multiple mock cutovers to prepare for this step and include several data integrity and validation checks to evaluate migration results. The Contractor will proceed with system cutover activities only once these results have been approved by the State.	Data migration complete
System Cutover. Cutover activities include a spectrum of tasks related to moving business to the new UI system. This includes tasks for deployment of the system, cutover from legacy systems, cutover of interfaces, and transition of operational processes. The Contractor must document release planning activities in detail, including roles and responsibilities, timelines, dependencies, and final "Go/No-go" criteria to have a successful launch.	Go/No-Go Decision System cutover complete

Post implementation

Smooth transition to the new system are critical aspects of the post-implementation phase, and the Contractor must approach these activities with robust processes and necessary scale. The Contractor will initially focus on monitoring, and defect fixes during this phase and then work on the effective transition of operational activities for appropriate areas. During this period of Post implementation the Contractor must monitor user feedback, work on training updates, and continue organization change management activities.

Key Activities	Major Milestones
Technical Support. The Contractor team must provide technical support and problem resolution throughout this phase as needed as part of post-implementation	Ongoing service levels met

Key Activities	Major Milestones
Warranty Defect Resolution. The Contractor will resolve Defects discovered during the Warranty Period to bring the solution into compliance with approved system design specifications	Warranty defects resolved
Knowledge Transfer. Based on identified areas that the State will own such as cloud managed services and certain operations, we continue any focused knowledge transfer activities	Additional knowledge transfer complete
Performance Metrics. Evaluation of system performance and business metrics is a critical part of post-implementation support and helps identify improvement areas. The Contractor must conduct benefit payment accuracy actives and monitor business outcomes to evaluate system implementation holistically	Benefit payment accuracy confirmed

Support Services

Ongoing support services, including annual licensure and maintenance, and mandatory operational support, must be provided by the Contractor, starting with system implementation.

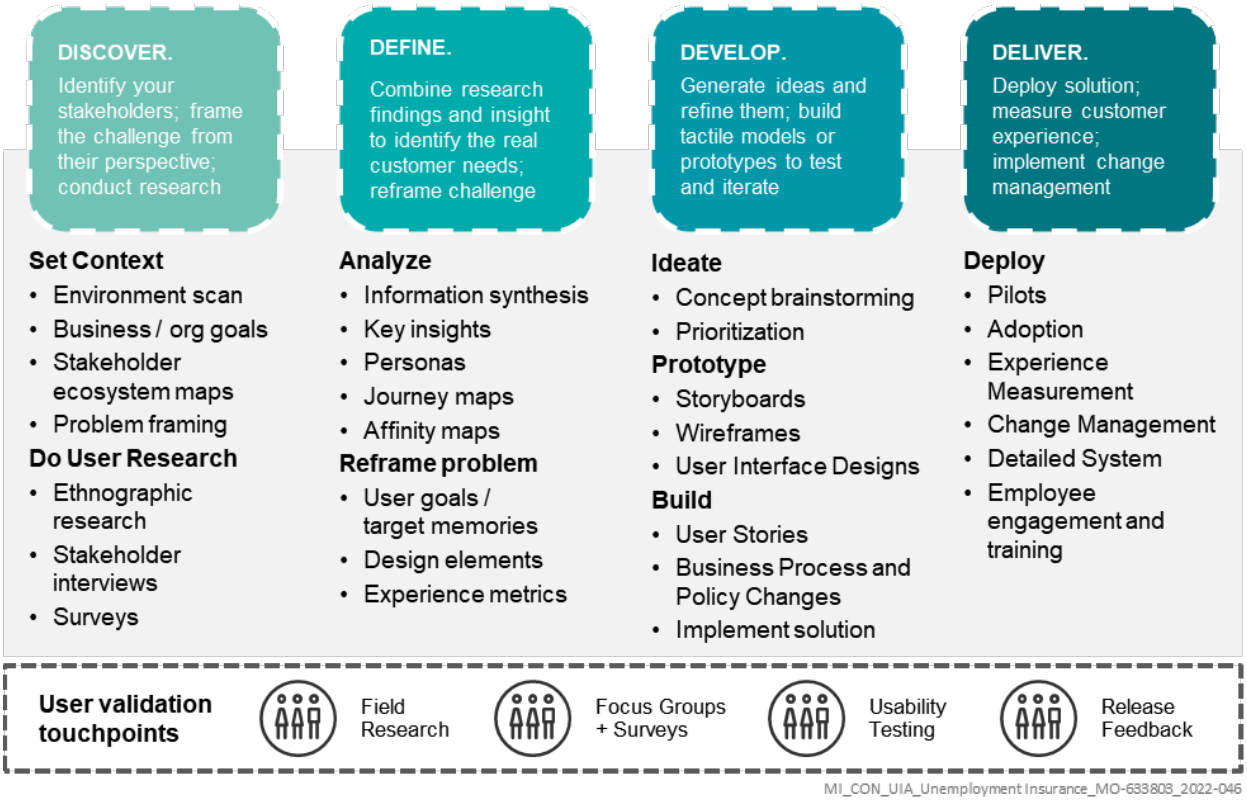
Human Centered Design

Contractor must create journey maps to capture the real-word experience of stakeholders showing how activities and processes are connected to deliver services.

Contract must conduct design-thinking sessions to identify opportunities to enhance the end user experience. This will continue through each iteration cycle while working to prepare the user stories. Within each iteration, the Contractor team uses HCD principles to collect information relevant to the end user experience to tailor the final solution to best meet their needs.

Human-Centered Design (HCD) Approach

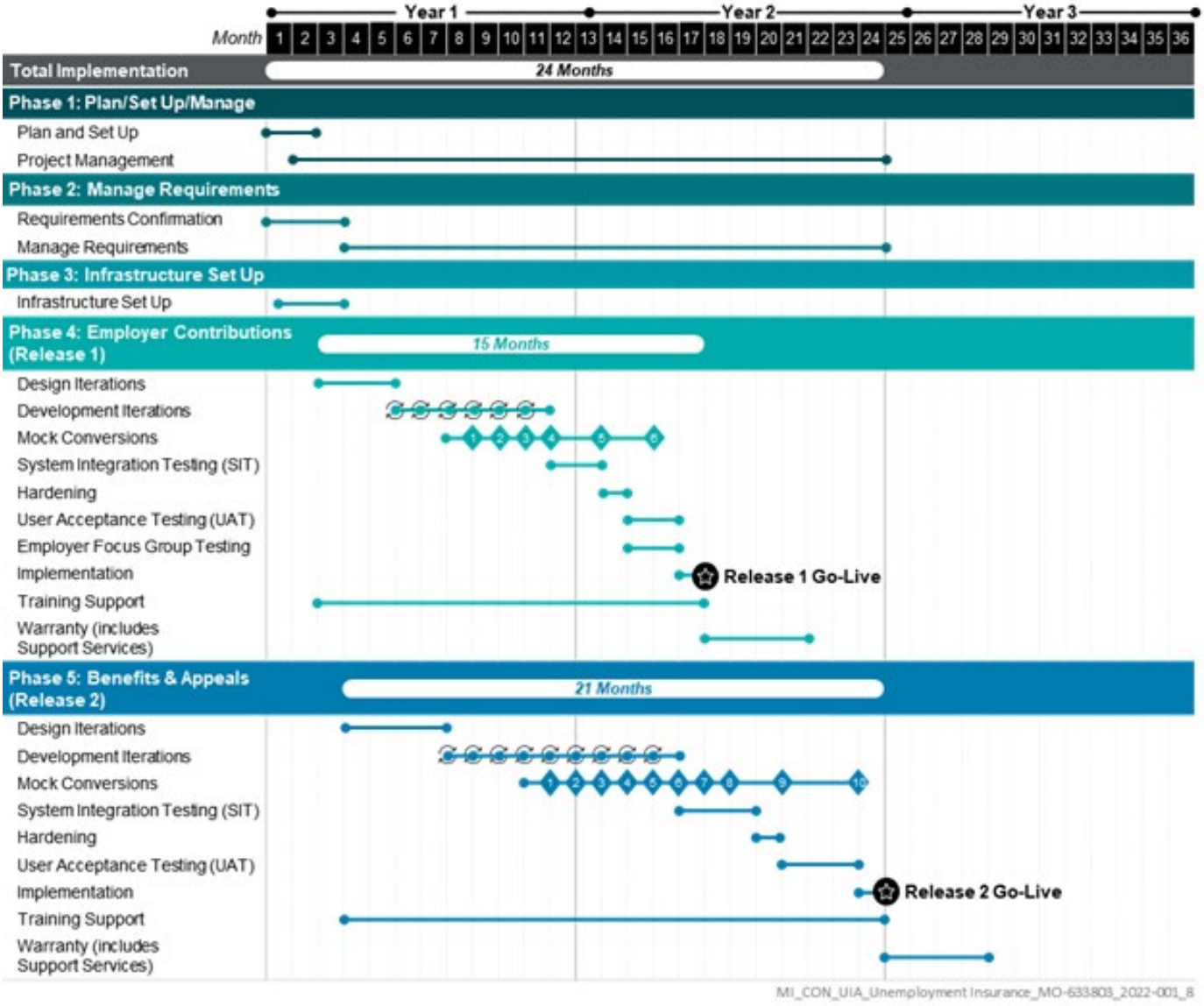
Contractor's HCD framework consist of four foundational components: Discover, Define, Develop and Deliver.



Milestones/Deliverables for Implementation

The State's proposed milestone schedule and associated deliverables are set forth below. Note the below dates assume a 5/1/2023 project start.

High Level Implementation Schedule



Non Software Milestones/Deliverable Table

The State has an initial Deliverable review period of a minimum of 5 business days, unless otherwise mutually agreed upon, in the Deliverable Expectation Document (DED).

The State will approve each Deliverable that conforms in all material respects with the specifications for the Deliverable contained in the Deliverable Expectation Document (DED) or as otherwise agreed by the parties in writing. The State may reject Deliverables that do not include relevant information or data set forth in the DED, or do not include all material documents or other materials specified in this Agreement. The State will provide the Contractor with (i) written approval of such Deliverable or (ii) a

written statement which identifies in reasonable detail, with references to the applicable specifications in the DED, all of the deficiencies preventing approval (the "Deficiencies"). If the State determines that the Contractor has failed to comply with the specifications in the DED, it has a minimum of 5 business days, unless otherwise mutually agreed upon, from the discovery to notify the Contractor of the Deficiencies. The State's initial review of a Deliverable will identify all deficiencies requiring correction, and any subsequent review will identify deficiencies in corrections to such identified deficiencies.

In the event that the State does not respond to a Deliverable within the mutually agreed upon time frame, the Contractor will not be liable for Service Level Agreement Service Credits, and changes to the project schedule if the lack of response impacts future Deliverables.

Contractor will meet each individual Deliverables/Work Products milestone listed in the table below, in accordance with the required times and other terms and conditions set forth in **Schedule D – Service Level Agreement - Section 4 ("Deliverable/Work Product Milestone Service Level")**, and the Contract.

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
Project Planning & Management	1. Project Kickoff Materials	Project Kickoff materials include: · Outline of project goals and timelines · Overview of Contractor's approach · Roles and responsibilities · Initial communication and feedback plan · Kickoff materials will be maintained in the project repository and utilized for subsequent onboarding of any new staff	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including satisfactorily addressing State feedback.	Due by End of Month - 1
	2. Project Management Plan	N/A	Acceptance criteria is defined in PMM-0102 provided as part Michigan SUITE templates.	Due by End of Month - 2
	3. Project Deployment Plan	Project Deployment Plan will provide the high-level approach to convert from a legacy system to a production system.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including satisfactorily addressing State feedback.	Due by End of Month - 2
	4. Baseline Project Schedule	Baseline Project Schedule will outline the activities, tasks, and their associated duration, dependencies, and resources. This living document will be updated monthly throughout the project.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Due by End of Week 6

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
	5. Configuration Management Plan	N/A	Acceptance criteria is defined in SEM-0302 provided as part Michigan SUITE templates.	Due by End of Month - 3
	6. Stakeholder Outreach and Communication Plan	Stakeholder Outreach and Communication Plan will provide a roadmap for engaging stakeholder groups across each project phase. The plan will define the approach for engaging the various stakeholder groups: those affected by the implementation (for example, managers, end users, customers, vendors); those assisting with the implementation (SMEs, change agents, testers, super users, trainers, data coordinators, role mappers, deployment coordinators). The plan will document how members of each stakeholder group will be selected, on boarded, involved, and managed. The plan will identify the number, frequency, and types of communications, as well as determine the sender of these communications to maximize influential impact.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 6 Release 2: Due by End of Month - 8

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
	7. Deliverable Expectation Documents (DEDs)	The DED will be the template that describes the format, structure, scope, schedule, responsibilities, and acceptance criteria for each deliverable.	Contractor will collaborate with the State to define, review, and finalize.	Due by End of Month - 1
	8. OCM - Organizational Alignment and Action/Sponsorship Plan	Alignment of State leaders on the strategic direction, decisions, culture and behaviors, and key messages sets the foundation for the State to achieve the goals of the UI Modernization project.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Due by End of Month - 2
Requirements & Design Validation	Validation Sessions	Validation sessions will be the requirements confirmation sessions.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Due by End of Month - 3
	Final Requirement Validation Document	N/A	Acceptance criteria is defined in SEM-0402 provided as part Michigan SUITE templates.	Due by End of Month - 4
	Final Design Document	Contractor will leverage uFACTS Design Documents and tailor to meet the State requirements and business rules.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 6 Release 2: Due by End of Month - 8
	Final Implementation Document	The Final Implementation Document will describe the solution being deployed and confirmed that the system	Contractor will collaborate with the State to define Acceptance Criteria and document in the	Release 1: Due by End of Month - 17 Release 2: Due by End of Month - 24

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
		readiness and cutover checklist has been completed	DED, including addressing satisfactorily State feedback.	
Enterprise Analysis and Design	1. Requirements Traceability Matrix	N/A	Acceptance criteria is defined in SEM-0401 provided as part Michigan SUITE templates.	Due by End of Month - 4
	2. Conceptual Design Documentation	The Conceptual Design document will provide a high-level view of the overall application business processing from a staff user and external user perspective. Also, the document will contain a high level technical architecture description.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Due by End of Month - 4
	3. OCM - Stakeholder Assessment	A Stakeholder Assessment will allow State leadership to further understand the stakeholders that need to be targeted. The assessment will first be about establishing an understanding of who needs to be reached and then using the data to determine how to reach them.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Due by End of Month - 4
	4. OCM - Change Readiness Strategy and Objectives	Development of a Change Readiness Strategy and Objectives will help the State determine how prepared stakeholders are for new processes, technologies, and roles on the UI Modernization project. It will also identify next	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Due by End of Month - 4

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
		steps, or a checklist of activities, as it relates to change efforts.		
Provision Environments	1. Validate Development, Test and Production environments	The Validate Development, Test and Production environments will confirm the environments aligned to the technical architecture and are ready	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Development/Test: Due by End of Month - 4 Production: Due by End of Month - 14
Build (Development and Configuration)	1. Solution Implementation Plan	The Solution Implementation Plan will include each of the elements described and will align to the Contractor standards	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Due by End of Month - 5
	a. Security Plan			Due by End of Month - 4
	b. Disaster Recovery and Business Continuity Plan			Due by End of Month - 5
	c. Infrastructure Support Plan			Due by End of Month - 4
	2. Final Solution and Testing Document Plan	The Final Solution and Testing Document Plan will provide the approach for technical documentation on the final solution, test, and other environments.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month – 6 Release 2: Due by End of Month – 8
	3. Data Conversion and Migration Plan	N/A	Acceptance criteria is defined in SEM-0602 provided as part Michigan SUITE templates.	Due by End of Month - 4

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
	4. Integration Plan	The Integration Plan will describe the integrations of the various technical components of the technical architecture, including any required bridges to accommodate the phased implementation.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 6 Release 2: Due by End of Month - 8
	5. Cutover Plan	The Cutover plan will define the detailed steps (checklists) required to convert from a legacy system to a production system. The plan will document the required activities, any dependencies, the persons responsible for the production deployment activities, and a schedule for the activities	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 15 Release 2: Due by End of Month - 21
	6. OCM - OCM Plan	Built in collaboration with the State, the OCM Plan will describe Contractor's OCM framework (HCC) and approach, explain how Contractor's OCM approach aligns with the needs of the State, identify the organizational structure of the State and key roles responsible for assisting with OCM activities, identify potential issues anticipated during implementation, and offer	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 5 Release 2: Due by End of Month - 7

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
		suggestions on how OCM can overcome the issues.		
	7. OCM - Stakeholder Engagement Strategy	Identify the appropriate method(s) to engage with key stakeholders on the UI Modernization project.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 6 Release 2: Due by End of Month - 8
Testing & Acceptance	1. Test Plan	N/A	Acceptance criteria is defined in SEM-0603 provided as part Michigan SUITE templates.	Release 1: Due by End of Month - 6
				Release 2: Due by End of Month - 9
	2. Test Cases and Test Scripts	N/A	Acceptance criteria is defined in SEM-0606 provided as part Michigan SUITE templates.	Release 1: Due by End of Month - 11
				Release 2: Due by End of Month - 16
	3. System Integration Test Results	The System Integration Test Results will include a summary of the pass/fail rate of the SIT test scripts and the defects documented and addressed.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including:	Release 1: Due by End of Month - 14
			· 90% of the system test scripts for the applicable phase have been executed and passed.	Release 2: Due by End of Month - 20
			· No open critical defects.	

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
			· Acceptance authorizes start of UAT.	
	4. UAT Support and UAT Results	The UAT Support and UAT Results will include a summary of the pass/fail rate of the UAT test scripts and the defects documented and addressed.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including:	Release 1: Due by End of Month - 17
			· 95% of the system test scripts for the applicable phase have been executed and passed.	Release 2: Due by End of Month - 24
			· No open critical defects or high defects unless mutually agreed.	
			· Acceptance confirms functional readiness.	
	5. Final Test Results Report	The Final Test Report will include a summary of the pass/fail rate of the SIT/UAT test scripts and the defects documented and addressed.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including satisfactorily addressing State feedback.	Release 1: Due by End of Month - 17
				Release 2: Due by End of Month - 24
	6. Final Training Documentation	The Final Training Documentation will leverage Contractor uFACTS training documentation	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including satisfactorily addressing State feedback.	Release 1: Due by End of Month - 15
				Release 2: Due by End of Month - 21
	7. Final Acceptance	State acceptance of this deliverable will be the acceptance of the Software.	Acceptance criteria is defined in SEM-0805 provided as part Michigan SUITE templates or initial transaction recorded in production.	Release 1: Due by End of Month - 17
				Release 2: Due by End of Month - 24

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
	8. OCM - Impact and Readiness Assessment	This deliverable will establish key measures of performance, productivity, and openness to change to minimize impacts. These key measures will be utilized to gauge the readiness of stakeholders for the implementation of uFACTS.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 11 Release 2: Due by End of Month - 16
Training & Knowledge Transfer	1. Training Plan	N/A	Acceptance criteria is defined in SEM-0703 provided as part Michigan SUITE templates.	Release 1: Due by End of Month - 8 Release 2: Due by End of Month - 12
	2. Training Curriculum and Materials	The Training Curriculum and Materials will be leverage Contractor uFACTS training documentation	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 14 Release 2: Due by End of Month - 20
	3. Training Completion Report	The Training Completion Report will contain data to support that training activities have been completed, prior to go-live	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 17 Release 2: Due by End of Month - 24
	4. OCM - Organizational Transition Impact	Evaluation will happen on how different areas (e.g., people, processes, and technologies) are impacted by and how prepared they are for uFACTS implementation. It will then be determined the level of organizational support and the	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 14 Release 2: Due by End of Month - 20

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
		required actions needed to promote and adopt the changes within each area. The outcomes will serve as the blueprint for which uFACTS stakeholders need extra support to promote successful adoption. Change-related tactics will then be refined and deployed as necessary to help stakeholders prepare for uFACTS go-live.		
Cutover Readiness and Production Go-Live	1. Readiness Report	The Readiness Report will provide an assessment progress against cutover activities which are ready to be executed	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 16 Release 2: Due by End of Month - 23
	2. Updated Project Implementation Plans	The Updated Project Implementation Plan will describe updates to the solution being deployed and confirmed that the system readiness and cutover checklist has been completed	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 15 Release 2: Due by End of Month - 22
	3. Final As-Built System Documentation	The Final As-Build System Documentation will provide the leverages uFACTS Design Documents and tailor to meet the State requirements and business rules.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 17 Release 2: Due by End of Month - 24

Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
	4. Technical Documentation for Knowledge Transfer	The Technical Documentation for Knowledge Transfer will document the approach to transfer and prepare the service delivery team to assume responsibility for the application scope from the existing client, project, third party team.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 18 Release 2: Due by End of Month - 25
	5. Updated Cutover Plan and Schedule	The Updated Cutover Plan and Schedule will confirm the cutover activities and dates.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 16 Release 2: Due by End of Month - 23
	6. Cutover Completion Report	The Cutover Completion Report will confirm the cutover has been executed and solution is ready for production.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED with acceptance confirming a 'Go' decision.	Release 1: Due by End of Month - 17 Release 2: Due by End of Month - 24
	7. OCM - Report Adoption Metrics	Contractor will work with stakeholders to help the State confirm successful adoption and implementation of uFACTS and report the results and recommendations.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 18 Release 2: Due by End of Month - 25
Post Production Warranty	Included in the cost of Solution	Contractor will adhere to the requirements provided for Post Production Warranty	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Release 1: Due by End of Month - 21 Release 2: Due by End of Month - 28

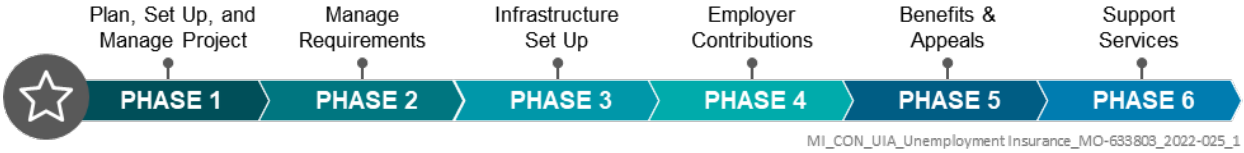
Milestones	Deliverable/Work Products	Description	Acceptance Criteria	Timeline
Post Go-Live and Transition to Support	1. Service-Level Performance Dashboard	The Service-Level Performance Dashboard will include SLA performance indicators for managing response and resolution times	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Due by 10th of Each Month for Prior Month (Months 29-120)
	2. Project Closeout Report	N/A	Acceptance criteria is defined in PMM-0104 provided as part Michigan SUITE templates.	Due by End of Month - 120
	3. Monthly Production Support Templates/O&M Monthly Summary Report	The Monthly Production Support Template will include system monitoring of production servers, scheduled batches, and incident management.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Due by 10th of Each Month for Prior Month (Months 29-120)
	4. Support ongoing after Final Acceptance	Contractor's Support ongoing after Final Acceptance will be continuous support for the mutually agreed upon contract.	Contractor will collaborate with the State to define Acceptance Criteria and document in the DED, including addressing satisfactorily State feedback.	Ongoing thru Month 120

Implementation Strategy and Approach

Contractor's implementation approach will deliver an integrated employer contributions, benefits and appeals UI solution, to the State in 24 months. The Contractor will complete two major system releases as follows:

- **Release 1: Employer Contributions** implementation occurring 17 months after project start.
- **Release 2: Benefits & Appeals** implementation occurring 24 months after project start.

The implementation approach includes the following phases and aligns to the Contractor's experience modernizing other state UI systems.



Phase	Description
	Phase 1: Plan, Set Up, and Manage Project. Detailed project management planning and project set-up, project standards and onboarding planning, the detailed UI Modernization Project Plan and establishing risk management.
	Phase 2: Manage Requirements. Complete a gap analysis between Michigan's UI requirements and uFACTS use cases in requirements confirmation workshops referred to as Joint Requirement Management (JRM) sessions resulting in a Requirements Traceability Matrix (RTM). Confirm business and technical requirements meet the State's need. Perform ongoing management and validation of the UI Modernization RTM throughout the project life cycle.
	Phase 3: Infrastructure Set Up. Confirm, procure and configure the applicable hardware and software. Install uFACTS framework in the State's environment.
	Phase 4: Employer Contributions. In this phase, the Employer Contributions system will be implemented using the EVD for SI Methodology and will align with the State's requirements. The supporting integrations with external software will be implemented, bridges developed to legacy application, and required interfaces such as TPA quarterly wage and Employer Contributions reports.
	Phase 5: Benefits & Appeals. In this phase, the Benefits & Appeals system will be implemented using the Contractor EVD for SI Methodology which is aligned with the State's requirements. The benefits and appeals requirements are met, system is live. The supporting integrations with external software will be implemented, required interfaces implemented and bridges developed to legacy application, in prior phase, will be decommissioned.

	Phase 6: Support Services. Contractor provides up to five (5) years of support services while working closely with the State in providing full-support the new Unemployment Insurance solution.

Project Schedule Approach

The Contractor Team will:

- Support visualization of the complete business process design building confidence in staff that the System will meet needs prior to start of the development and testing iterations.
- Leverage key Agile concepts of walkthroughs/demonstrations as development is being completed to verify design, earlier and more frequent testing cycles to verify results, and a more flexible change process if needed.
- Overlap phases/activities to accelerate delivery while keeping parallel activities intentional and planned to avoid resource and dependency constraints.
- Support business needs by allowing the right mix of staff participation in the project while at the same time maintaining State ability to perform day-to-day operations.
- Produce deliverables at the defined milestone period.
- Manage scope, schedule, cost, and risk of project in an efficient and effective manner.
- Recognize areas requiring organizational change management early in the project.

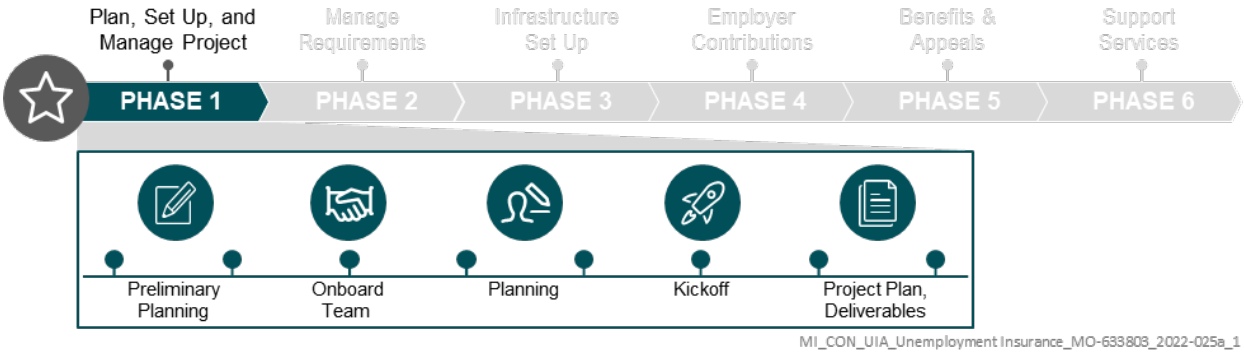
Throughout the implementation, project management activities must be performed to accomplish the successful, cost-effective, and timely completion of the UI Modernization project. As each major phase of the project is completed, the UI Modernization project schedule will be re-planned in coordination with the State Project Manager, so that appropriate additions or adjustments can be made as details for the next project phase are flushed out. The detailed plan will be maintained on a “rolling wave” method based on a six-month period. Contractor will provide the State Project Manager with recurring updates to the plan for the Integrated Master Schedule. Status reports will be prepared on a weekly basis and discussed at status meetings through project completion. Issue and change control procedures will be used when required and coordinated with State’s Project Manager. The identification and mitigation of project risks will continue throughout the life of the project. Managing project team staff and confirming the project team is performing quality work is an ongoing activity.

At the end of each phase and major project step, a sign-off review and lessons learned session will be conducted to review completion status and readiness criteria to move on to the next phase or activity performed. The review session will be performed by the project management team, which will consist of Contractor and State resources.

Contractor must involve State staff at the beginning of project initiation and planning. The State must sign off on each Deliverable.

Contractor will engage State staff during knowledge transfer and training and in a learning capacity, during the lifecycle of the project.

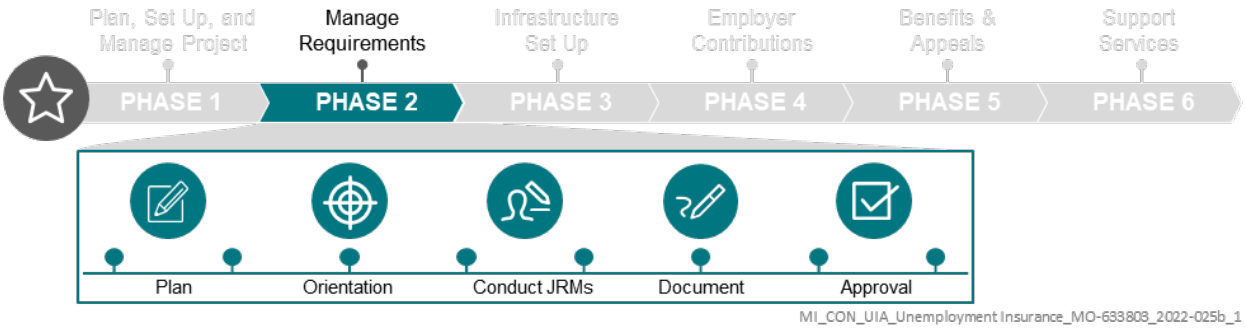
Phase 1 – Plan, Set Up, and Manage Project



The State and Contractor will confirm the project objectives, scope, and implementation strategy. Contractor will deliver an updated, initial draft Detailed Project Plan and complete the Project Kickoff meeting. The State and Contractor will agree to a baseline detailed UI Modernization Project Plan that will be updated on a recurring basis. While setting up and managing the project, Contractor will also be responsible for the following:

- High-level policies and procedures including project time keeping, deliverable tracking, establishing roles and responsibilities, decision-making and authority levels
- Issue tracking, escalation, and resolution
- Reporting requirements, format, and frequencies
- Risk identification, analysis, and mitigation
- Technical oversight, including establishment of standards
- Management of financials, contracts, schedules, and Contractor personnel
- Deliverable tracking and status
- Tools required to perform project management functions

Phase 2 – Manage Requirements



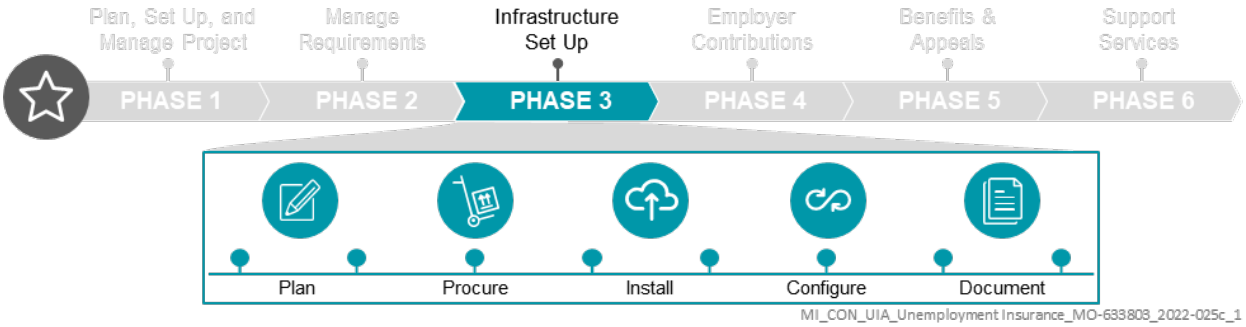
The State's project business team and the Contractor business team will focus on discussing and confirming the requirements from the Contract, updating the uFACTS use case mapping and identifying gaps in the State's Unemployment Insurance requirements.

Contractor will monitor and continuously update the Requirements Traceability Matrix (RTM) for the project.

The requirements will be reviewed and confirmed in Joint Requirement Management (JRM) sessions. In the sessions, Contractor will demonstrate the uFACTS solution to review the requirement and obtain a common understanding for the Unemployment Insurance system, between the State and Contractor on how it will be met. The gaps from the State's requirements will be identified in the Contractor's base uFACTS documents and the design for the gaps will be met is completed during Phase 4 and Phase 5.

The RTM will be used throughout the project to map the confirmed requirements to business processes, uFACTS system specifications, system test cases, and how these requirements are being addressed. To that end, a project requirement may be further decomposed into a requirement that can be understood in sufficient detail to clarify scope and begin functional design, test planning, and test script preparation during subsequent project phases.

Phase 3– Infrastructure Set Up

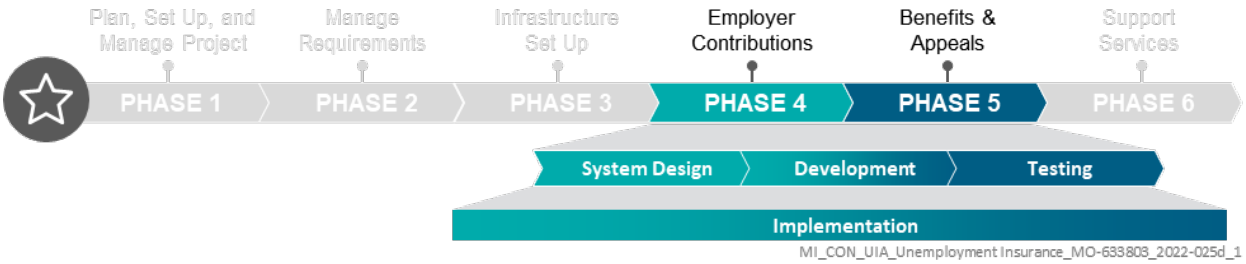


During this phase, the hardware infrastructure and software will be finalized, procured, and installed. This includes the development, conversion, test, and production servers and the deployment of project team workstations with the needed toolset for the developers.

To facilitate the procurement and installation of the components, Contractor will develop the uFACTS Infrastructure Plan. The plan includes explanation of all environments, applicable upgrades to existing State hardware/software, schedule, and resources to implement the solution, detailed description of the architecture along with relevant diagrams (infrastructure, network architecture platform architecture, etc.) and assumptions.

To facilitate the maintenance of the components and early knowledge transfer, Contractor will document the installation and configuration steps in the technical documentation work product.

Phase 4 – Employer Contributions & Phase 5 – Benefits & Appeals Implementation

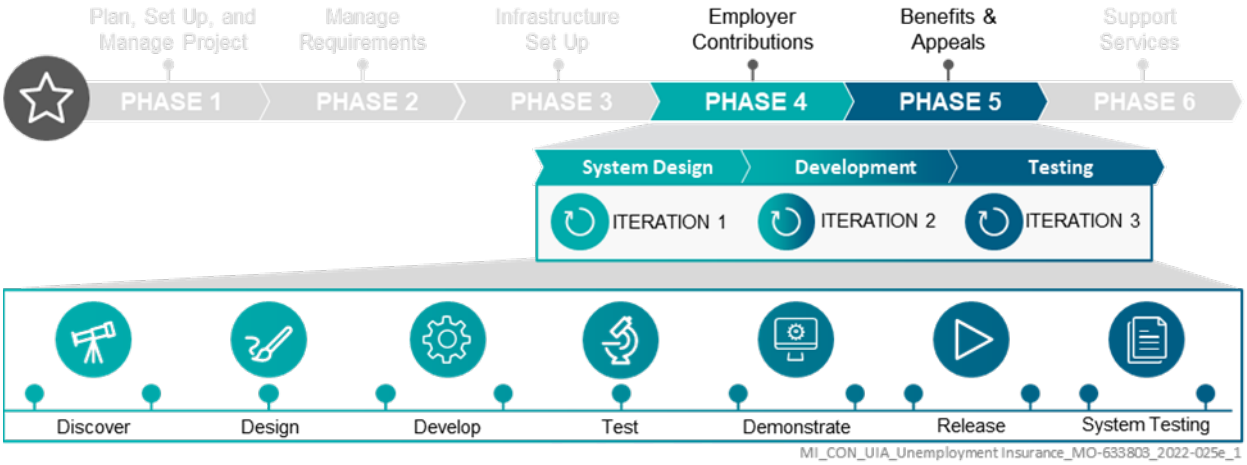


Phase 4 has an expected duration of 15 months and Phase 5 has an expected duration of 21 months from the start of each phase. These phases will run in parallel until Phase 4 has gone live. The more complex Phase 5 will go live approximately seven months afterwards.

Once development enters its final iterations Contractor will coordinate with the State staff to initiate multiple testing stages with various iterations to confirm the solution has been tested, conforms to approved design specification and the solution is production ready. The Design, Development and Testing iterations are combined with Conversion, Training and Support activities to compete the planned implementation and Go-Live.

System Design, Development, and Testing

The Unemployment Insurance system design, development and testing will be conducted in an interactive manner. Initially, design iterations will be completed followed by development and testing iterations. The activities included in this iterative approach are presented in the following figure.



System Design

The RTM resulting from Phase 2 will serve as an input for the Design activities. The Design iterations (two for Employer Contributions and four for Benefits & Appeals) will include Joint Application Development (JAD) sessions for translating requirements, where a gap has been identified, into system design specifications which will be reviewed and approved by the State.

Contractor and the State must attend Joint Application Development (JAD) sessions. JAD Sessions will help Contractor and the State Staff address gaps identified as part of Phase 2. The feedback elicited from these design discussions are formulated into System Design Documents (SDDs) to document the functional technical design aspects of system implementation. In preparation of the JAD sessions, the Contractor team will assemble the requirements, draft design components including prototype screens, and ask the State to review and provide related business rules and current reports and correspondences for the business process being discussed.

Contractor will consolidate and provide the complete SDDs for final review and approval by the State Staff and the State after each design iteration.

State staff will provide timely information and decisions regarding compliance with Federal and State laws and policy that will be incorporated into the system design. Contractor will rely on the State Subject Matter Experts (SMEs) and the information provided to configure the solution. The State will provide expertise for reviewing the system's adherence to applicable statutes, code, policies, and procedures. The primary activities to be completed are summarized in the following figure.

Activity	Description
Discover	The Contractor will demonstrate baseline uFACTS functionality and conduct a Fit-Gap process to review the business requirements and document which requirements are met "out-of-the-box" and which need customization, i.e., "gaps". Each gap will be subjected to the design process.

Activity	Description
Design 	The Contractor will conduct Joint Application Development (JAD) sessions to generate the System Design Documents to meet the solution requirements.

Development and Testing

The SDDs will serve as the primary input for development and subsequent testing iterations. Each new iteration will consist of smaller defined development/build/test cycles defined by business functions. Contractor must test the cycles, after, they will be prepared to be packaged into a deployment module for that iteration.

An iterative data conversion process will be utilized to extract data from the State's legacy systems and convert to an appropriate format for utilization by the modernized uFACTS solution. Contractor and the State's technical staff will work together to develop an understanding of the legacy data sources and data structures to complete the data mapping and finalize the data extraction database tables. Throughout the conversion process, Contractor will require strong support and commitment from the State's staff thoroughly familiar with the legacy data to analyze and identify data discrepancies. Contractor will identify the data that needs to be cleansed, in turn, the State will fix or cleanse the data identified as needed.

The conversion will be developed and tested following the same iterations as the uFACTS development and testing approach.

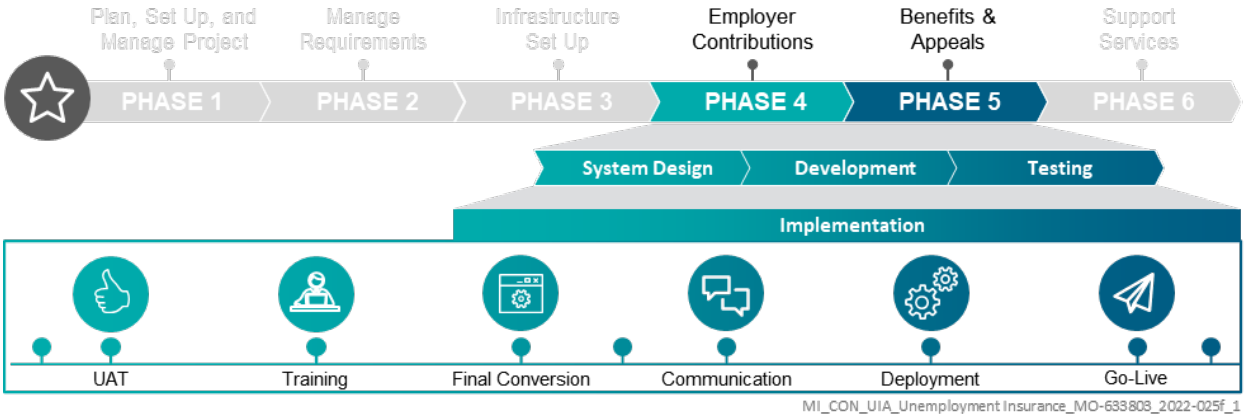
The Contractor will design and coordinate any temporary bridging necessitated by the phased implementation. However, the Contractor is not responsible for making the application modifications to legacy systems, including development and subsequent testing of functionality and processing. Additionally, while bridges are in production, the State will be responsible for the processing of the bridges and addressing any related operational issues or defects in legacy systems. Contractor assumes the following in relation to the responsibilities regarding the implementation of required temporary bridges:

- Contractor will coordinate the bridging process
- Contractor will design data integration capabilities (that is, "loadable" files) and corresponding business rules with support from the State
- Contractor will develop and implement the integration components on the uFACTS side
- Contractor will test the bridging functionality and processing on the uFACTS side and will fix defects as needed.
- While bridges are in production, Contractor will be responsible for the processing of the bridges and addressing any related operational issues or defects in uFACTS.

Contractor will develop a Test Plan for the project and update for each phase. As an iteration completes development, the Contractor team completes a suite of test scenarios within the iteration once it has been built. The test scenarios will be executed until each component is working at an acceptable level and the system is ready for User Acceptance Testing (UAT). The primary activities to be completed are summarized in the following figure.

Activity	Description
Develop	The uFACTS solution components will be configured, customized and integrated based upon the System Design Documents, by the Contractor.
Test	Contractor will complete unit and functional testing during each Iteration upon completion of Development.
Demonstrate	Contractor will conduct a demonstration of functionality for each iteration prior to release to start next iteration cycle.
Release	After demonstrating the new functionality to the State, the new build of the solution will be released for system integration testing. This new release will form the base to start design and development for the next iteration.
System Integration Testing	Contractor will complete System Integration Testing for each phase to verify that each component is working together effectively and verify the solution is ready for User Acceptance Testing.

Implementation



After successfully completing the development and testing of the individual iterations, the release will be prepared for implementation in production. The planning for the release will begin in parallel during testing activities. Initially, Systems Integration Testing (SIT), conducted by Contractor, will confirm that the components work together appropriately. SIT will be followed by User Acceptance Testing (UAT), conducted by the

State to validate and verify that requirements are met, and the system behavior is as expected.

The primary activities to be completed are summarized in the following figure:

Activity	Description
User Acceptance Testing	The State UAT testers will perform final acceptance testing by executing the acceptance test cases to verify that each component is working together effectively and verify the solution is ready for deployment.
Training	The training will be conducted by Contractor leveraging the train-the-trainer approach described in *Section 24 Organizational Change Management.* Contractor will train the State trainers, which in turn will train the State system users.
Final Conversion	The data conversion tracking and reconciliation documents are used to manage final conversion and replicate the successful results of the trial conversions. The first tasks in the final conversion are the shut-down of processing on current systems (inquiry access is maintained during extraction) and the extraction of final data. Once extracted, Contractor will load the data into the production databases and reconciled. Once the conversion is complete and the results have been satisfactorily reconciled, the State will provide approval. For additional information on the conversion process, see *Section 11 Migration.*
Communication	Communications is of great importance for a successful migration. Contractor will communicate with all project teams, including copying the State on all relevant communications in relation to implementation. Contractor will send all forward external facing communications or communications to UI staff for approval by the UI Director or their delegate. Methods of communication will vary depending on stakeholder group and include: Internal presentations Mass emails Targeted emails Website announcements

Activity	Description
Deployment 	The production environment configuration for the Unemployment Insurance System will be verified and tested by the Contractor, in conjunction with the State. Specifically, the following will be validated: Configuration Customizations – production build deployed Reports Backup and recovery procedures – Tested and confirmed Connectivity
Go-Live 	Throughout the implementation a solution hand-over checklist of pre- and post-go-live activities will be maintained by Contractor. The State will confirm that each item is completed . The checklist will include several approvals to facilitate a smooth migration and confirm that tasks are completed appropriately. Completion of this activity is subject to the State's final approval. The readiness review consists of several parts. First are detailed checklists, calendar and responsibilities, evaluation criteria and assessment of the technical infrastructure, conversion, interface and custom coding, testing results, open issues, and end-user readiness. Second is an executive dashboard that quantifies completed testing, state of readiness, and risk areas and provides a report card to support the go-live decision. After reviewing the readiness criteria, the system will be deemed ready for production once the State has provided acceptance. The Contractor will send a final notification to users with details regarding the UI Employer Contributions or Appeals & Benefits System implementation timing and other pertinent details.
Warranty 	Contractor will provide Warranty after each release to production) for 120 days. During this period, Contractor will (1) resolve Defects discovered to bring the solution into compliance with approved system design specifications and (2) provide the support services as described in Attachment D for State Hosted software.

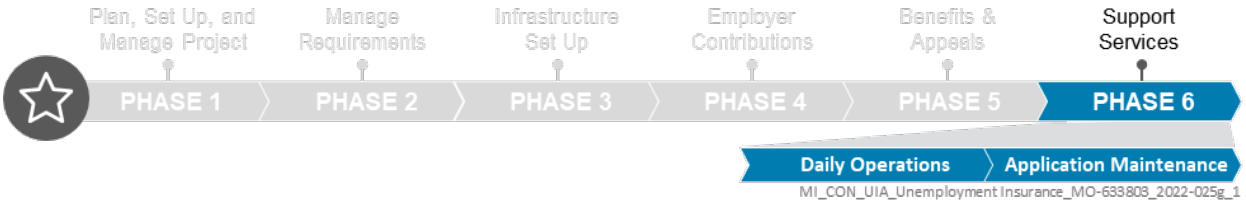
Production Cutover

Throughout the implementation, a solution Go-Live checklist of Pre and Post Go-Live activities will be maintained by Contractor. The State will confirm that each item is completed. . The execution of the checklists are a joint Contractor and State activity. The checklist will include several approvals to facilitate a smooth migration and the State will confirm that tasks are completed and the conversion of data to production is acceptable.

The readiness review consists of several parts. First are detailed checklists, calendar and responsibilities, evaluation criteria and assessment of the technical infrastructure, conversion, interface and custom coding, testing results, open issues, and end-user readiness. Second is an executive dashboard presentation the Contractor will give to the State that quantifies completed testing, state of readiness, and risk areas.

After reviewing the readiness criteria, the system will be deemed ready for production once the State has provided final acceptance. The Contractor will send a final notification to users with details regarding the system implementation timing and other pertinent details. Prior to implementation, the Contractor will confirm with the State that the requirements are traced into production components.

Phase 6 – Support Services



Contractor must include a transition support team to provide 120 days of on-site transition support after each of Phase 4 and Phase 5 go-lives. The support activities will be focused on the Contractor supporting the business processing to help State users effectively transition to the new system by providing the support services as described in Attachment D for State Hosted software.

Contractor will continue to provide Support Services, after the warranty period.

Contractor Implementation Roles and Responsibilities

The table below identifies Contractor responsibilities. Some of the Contractor's responsibilities will be dependent upon the State completing supporting tasks, as outlined in the Project Management Plan and Project Schedule. Responsibilities not explicitly listed in the SOW are not the responsibility of the Contractor.

Contractor Implementation Responsibilities
• Cloud Initial Configuration; excluding SOM infrastructure, firewalls, communications, network operations or ongoing cloud environment management & patching
• Initial Installation and Configuration of uFACTS Third-Party Software Components
• Business Requirements Confirmation
• Business and Functional Design

• Data Modeling and Database Creation
• Configuration, Development, and Unit Testing of uFACTS
• Conversion Mapping and Design, Loading and Transformation from Conversion Staging Database to uFACTS. Contractor not responsible for Manual Cleansing of Legacy Records, Extracting from Legacy Data Sources, Transforming and Loading to Conversion Staging Database
• Interface Design & Development of Interface/Bridging Components on uFACTS; excluding Interface/Bridging Modifications on Legacy Systems or coordinating interface testing w/third-parties
• System, Integration and Performance Testing, and Supporting State User Acceptance Testing
• Developing State Staff Training Materials, User Documentation, & Technical Documentation
• Training the State Trainers (Train-The-Trainer)

This table below identifies Contractor support responsibilities which is generalized to provide timely related information. The Contractor is not responsible for the tasks in the table below.

Contractor Support Responsibilities
• Coordinate with External Stakeholders
• Infrastructure Management (Infrastructure, Firewalls, Communications, Network Operations)
• Server Initial Configuration
• Server Environment Management & Patching
• Conversion Extract from Legacy Data Sources and Loading to Conversion Staging Database
• Manual Cleansing of Legacy Records (if necessary)
• Interface/Bridging Modifications on Legacy Systems (i.e., Legacy Tax System)
• Interface Acceptance Testing w/Third-Parties
• User Acceptance Testing
• Training State Staff

Maintenance & Operations (M&O) Support Services

The below table contains the support services staffing to be provided by Contractor. The support services will be aligned to this capacity and documented in the Microsoft Project Work Plan. The staffing contains a mix of onshore and offshore resources.

Support Role	#FTE	Location
O&M Manager	1.00	Onshore
Business Analyst	1.00	Onshore
DBA	1.00	Onshore
Cloud Engineer	1.00	Onshore
Developer	3.00	Offshore
Tester	2.00	Offshore
Operations Tech	2.00	Onshore
Total Staff	**11.00**	

Support Services Responsibilities

The following table reflects Support Services Contractor will provide and are included in the "Monthly Support Service Fees"

Some of the Contractor's responsibilities will be dependent upon the State completing supporting tasks, as outlined in the Project Management Plan and Project Schedule. Responsibilities not explicitly listed in the SOW are not the responsibility of the Contractor.

Contractor Support Services Responsibilities
Monthly Status & Service Level Reporting
Technical Incident & Problem Management (Level 2)
uFACTS Application Performance Management
Database Administration & Maintenance
Database Backup
Batch Scheduling, Execution, and Monitoring
Interface Processing and Management
Queries, Reports, and Information Requests
Disaster Recovery and Business Continuity Annual Test
Security: Vulnerability Testing: Security Vulnerability/ Penetration (SAST) Test (Each Major Release)
Defect Management: Triaging, Development, and System Testing of uFACTS Defects
Defect Management: Triaging, Development, and System Testing of Data Defects

Contractor Support Services Responsibilities
Managing uFACTS Source Code
Release Management: Builds
Release Management: Smoke Testing
Release Management: Regression Testing
Release Management: Deploy to Lower Environments
Updating Technical Documentation

This table below identifies Contractor support responsibilities which is generalized to provide timely related information. The Contractor does not have primary responsibility and is only providing support for the tasks in the table below.

Contractor Support Services Support Responsibilities
• Help Desk Services for Logging Tickets
• Technical Incident & Problem Management (Level 1)
• State Technical Infrastructure Management (Communications, Network Operations)
• Environments: Performance Monitoring, Security Monitoring, Threat Management
• Environments: Configuration Management of VMs, Servers, Operating Systems
• Environments: Operating System, Third-Party Software, and Database Patching
• Security: uFACTS Application Security Administration
• Cyber Threat Monitoring and Mitigation
• Security: Vulnerability Testing: Security Vulnerability/ Penetration (DAST) Test (Annual)
• Release Management: Deploy to Production
• OCM: Updating Training Materials and User Guides
• OCM: Delivering Training to Stakeholders

The Contractor's comprehensive implementation approach will be designed to:

- Provide a roadmap to a successful implementation in 25 months
- Expedite the implementation by leveraging the uFACTS Solution
- Incorporate each of Michigan's requirements to confirm the solution is fully tailored for you
- Increases the effective use State's resources

- Manage implementation risks
- Incorporate a process-oriented approach to knowledge transfer

The detailed UI modernization project plan (i.e., Microsoft Project Work Plan) will be finalized during Phase 1 – Plan, Set Up, and Manage Project. The plan will be updated and maintained throughout the project in a rolling wave approach to elaborate project work by life cycle phase, track progress and properly manage project resources.

23. Reserved

24. ORGANIZATIONAL CHANGE MANAGEMENT (OCM)

The following table indicates the OCM responsibilities of the Contractor.

Some of the Contractor's responsibilities will be dependent upon the State completing supporting tasks, as outlined in the Project Management Plan and Project Schedule. Responsibilities not explicitly listed in the SOW are not the responsibility of the Contractor.

Roles and Responsibilities
Organizational Impact
1. Develop Change Readiness Strategy and Objectives
2. Evaluate Organizational Transition Impact (e.g., user guides, training, new process flows, reclassification, staff displacement)
3. Define organizational alignment and action/sponsorship plans
4. Execute Organizational Change Management plan
Stakeholder Management
5. Coach and develop Change Team structure, roles and responsibilities and work plan
6. Support performing stakeholder assessment
7. Support development of leadership alignment strategy
8. Support development of stakeholder engagement strategy
9. Support development of stakeholder communication plan

10. Support performing impact and readiness assessment
11. Support refreshing change mgmt. plan Release 2
12. Support impact and readiness assessment refresh
13. Support stakeholder communication plan (refresh)
14. Support change management plan (refresh) Release 3
15. Support impact and readiness assessment refresh
16. Support stakeholder communication plan (refresh)
17. Support change management plan (refresh)
Define Roles and Responsibilities
18. Evaluate roles and responsibilities based on the UI implementation plans
19. Support strategies to account for gaps in roles and responsibilities based on UI implementation (IT and Business)
Training and Knowledge Transfer
20. Perform learning needs assessment
21. Develop knowledge transfer plan
22. Develop training strategy
23. Develop course curriculum and material
24. Deliver knowledge transfer and hands-on training to all end users in a test environment using the State's data
Team Communication
25. Provide a communication process
26. Develop Key Messages
27. Determine Change Readiness Metrics
Compliance and Regulation

28. Provide recommendations to comply with State compliance and regulatory requirements

Organizational Impact

The Contractor will support the State with reaching established implementation goals and preparing uFACTS stakeholders for continued success. The following shows the Organizational Impact activities:

#	Activity & Responsible Party	Description
1	**Develop Change Readiness Strategy and Objectives** (Contractor)	Contractor will engage the State in brainstorming and decision-making to understand their vision for the transformation. Contractor will use the insights gained from these sessions and stakeholder interviews to create the recommended Change Readiness Strategy and Objectives (which identifies the aptitude, capacity, and readiness of the State to adopt uFACTS). It will bring challenges and opportunities into view, identify ways to increase stakeholder engagement and productivity, and ultimately inform the Stakeholder Communication Plan, which will define the scope and drive activities for the change management effort in the OCM Plan.
2	**Evaluate Organizational Transition Impact (e.g., user guides, training, new process flows, reclassification, staff displacement)** (Contractor)	Utilizing the future state of operations based on the uFACTS framework design and insights from Change Champions and State leadership, Contractor will evaluate how different areas (e.g., people, processes, and technologies) are impacted by and how prepared they are for uFACTS implementation. Contractor will then determine the level of organizational support and the required actions needed to promote and adopt the changes within each area. The outcomes will serve as the blueprint for which uFACTS stakeholders need extra support (e.g., training, communications, etc.) based on the level of changes to their daily lives.
3	**Define organizational alignment and action/sponsorship plans** (Contractor)	Implementations may encounter problems if proper support is not obtained from key leaders and stakeholder groups across the organization. Conducting organizational alignment workshops will help State leaders agree on the strategic direction, decisions, culture and behaviors, and key messages required to achieve the goals of the UI Modernization project. Based on the workshop outcomes, action/sponsorship plans are created for individual leaders which identify specific roles, responsibilities, and activities leaders need to take to support the project. These proactive

#	Activity & Responsible Party	Description
		steps will help to manage stakeholder expectations and maximize positive responses.
4	**Execute Organizational Change Management Plan** (Contractor)	Built in collaboration with the State, the OCM Plan describes the Contractors OCM framework (HCC) and approach, explains how Contractors OCM approach aligns with the needs of the State, identifies the organizational structure of the State and key roles responsible for assisting with OCM activities, identifies potential issues anticipated during implementation, and offers suggestions on how OCM can overcome the issues. Once approved by the State, Contractor will execute activities in alignment with outlined roles and responsibilities.

Stakeholder Management

OCM Stakeholder Management strategy is based on the following:

#	Activity & Responsible Party	Description
5	**Coach and develop Change Team structure, roles and responsibilities and work plan** (Contractor)	Contractor will work with the State to develop the Change Team structure, roles and responsibilities, and work plan for the UI Modernization project. Contractor will define and create a group of Change Champions, an integral part of Contractors OCM approach that is critical to a successful change. This includes a Change Champion Kick-Off Presentation which sets the stage for successful Change Champions by introducing uFACTS, describing the OCM approach Contractor uses, explaining the roles of Change Champions, and providing the State with next steps. This presentation enables Change Champions to have a firm understanding of their role in the OCM approach.
6	**Support performing stakeholder assessment** (Contractor)	As part of our stakeholder assessment, Contractor will conduct primary and secondary research to identify the staff who will be impacted by the modernized system and understand their needs, preferences, and attitudes towards change. Contractor will develop personas for each of these groups, enabling the Contractor to address the unique needs of different stakeholder groups to achieve a successful system adoption. Contractor will conduct up to 5 focus groups and up to 15 interviews.
7	**Support development of leadership**	Contractor and the State will align and empower key leaders to own and drive uFACTS implementation. Typically, this group includes management, policy leaders, and operations leaders.

#	Activity & Responsible Party	Description
	alignment strategy (Contractor)	Contractor will do this by hosting different working and educational sessions to help the leaders align on key components on the uFACTS implementation, learn the overall OCM approach for the project, understand their own leadership style, and prepare them to lead through change.
8	**Support development of stakeholder engagement strategy** (Contractor)	Contractor will utilize the findings of the stakeholder assessment to identify the appropriate method(s), such as roadshows and communications, to engage with key stakeholders on the UI Modernization project. Contractor will collaborate with State leadership and the Change Champions to further engage stakeholders to promote their openness to change to minimize impacts.
9	**Support development of stakeholder communication plan** (Contractor)	Contractor will help the State effectively communicate information and encourage adoption by actively aligning and collaborating with stakeholders impacted by the uFACTS implementation. Contractor will work with the State to identify the number, frequency, and types of communications, as well as determine the sender of these communications to maximize influential impact. Considering the project timeline, communication dates are then established to inform, prepare, and excite uFACTS stakeholders.
10	**Support performing impact and readiness assessment** (Contractor)	To monitor readiness, Contractor will work with the State to establish key measures of performance, productivity, and openness to change to minimize impacts. This allows Contractor to gauge the readiness of stakeholders for the implementation of uFACTS.
11	**Support refreshing change mgmt. plan Release 2** (Contractor)	Following Release 1 and considering an iterative approach, we refresh the change management plan as necessary to confirm that stakeholders have the knowledge and information needed to navigate through the change.
12	**Support impact and readiness assessment refresh** (Contractor)	Through collaboration with the State's subject matter specialists, Contractor iterates on impact and readiness activities (communication, staff engagement, training, etc.) to further support and enhance OCM efforts on the UI modernization project. A "temperature check" of the change readiness of staff is completed and informs revisions or additions needed to the change management plan.

#	Activity & Responsible Party	Description
13	**Support stakeholder communication plan (refresh)** (Contractor)	Refreshed Stakeholder Communication Plan discussions enable Contractor to better strategize stakeholder engagement efforts throughout the system implementation. A review of the content, timeline, and responsible sender is conducted to confirm the communication remains in line with project goals and updates.
14	**Support change management plan (refresh) Release 3** (Contractor)	The change management plan is revisited to confirm that OCM activities remain alignment with the project timeline and objectives.
15	**Support impact and readiness assessment refresh** (Contractor)	The State and Contractor will monitor stakeholder readiness, the Contractor will review key measures of performance, productivity, and openness to change to minimize impacts as Contractor looks for improvements.
16	**Support stakeholder communication plan (refresh)** (Contractor)	A review of the stakeholder groups, as well as the contact lists within them, will take place to confirm the appropriate groups are receiving the right communications. The current preparedness status of each stakeholder group will be assessed to confirm that the communication approach, technique, and vehicles continue to serve their purpose.
17	**Support change management plan (refresh)** (Contractor)	The change management plan will be revisited by Contractor to confirm that change readiness activities are in sync with communication, engagement, and training needs and deadlines.

Roles and Responsibilities

The Contractor will compile initial findings and applies diagnostic tools to determine, recommend, and prioritize each stakeholder group's OCM needs. This is done in order to prioritize roles and responsibilities for uFACTS onboarding efforts and tailor the OCM approach, communications, engagement channels, and activities to each stakeholder group based on their OCM maturity and specific OCM needs.

The following figure provides additional information on Define Roles and Responsibilities activities.

#	Activity & Responsible Party	Description
18	**Evaluate roles and responsibilities based on the UI implementation plans** (Contractor)	Contractor will conduct an analysis to identify the process transitions, organizational changes, and assignment of new or different responsibilities that are necessary for stakeholders to successfully adopt uFACTS. To do this, Contractor will conduct an "As-Is Evaluation" to understand the current state of the workforce and their job roles and responsibilities.
19	**Identify Super Users**	Contractor will require a list of Super Users so that they are given proper system access and applicable training options.
20	**Support strategies to account for gaps in roles and responsibilities based on UI implementation (IT and Business)** (Contractor)	After conducting an "As-Is Evaluation," Contractor will identify the gaps that exist between the current and future State roles and responsibilities for IT and Business stakeholders/team members. This allows Contractor to develop a mitigation strategy for each identified gap which further helps the State prepare for uFACTS implementation.

Training and Knowledge Transfer

Contractors training and knowledge transfer approach will include:

Stakeholder-Supported Training. Role-based modules, materials, and multi-media to meet the distinctive needs of each stakeholder group.

Client-Centric Knowledge Transfer. Dedicated effort to transition system knowledge to State staff.

The following figure provides additional information on Training and Knowledge Transfer activities.

#	Activity & Responsible Party	Description
21	**Perform learning needs assessment** (Contractor)	Contractor will perform a learning needs assessment to document the system knowledge, skills, and abilities each identified stakeholder group needs to know to use uFACTS effectively. It will also provide information on each stakeholder

#	Activity & Responsible Party	Description
		group's preferred communication channels and training materials, as well as informational needs. Data for the assessment is collected via different vehicles, such as working sessions with State leadership, staff interviews, job description reviews, and uFACTS design session meetings. This assessment will form the foundation for developing a Training Plan reflective of stakeholder needs.
22	**Develop knowledge transfer plan** (Contractor)	In collaboration with the State, Contractor will develop a knowledge transfer plan. It outlines how Contractor will facilitate knowledge transfer to a small number of targeted end-users who perform specific tasks to equip the State with the information necessary to support continued operations of uFACTS. The amount of information relevant to supporting uFACTS is substantial, and as such, this information is distilled into the following five major knowledge transfer groupings to facilitate knowledge transfer activities: **System Functionality.** Provide an understanding of uFACTS and how it is used. **Application.** Provide an understanding of the components and architecture of the applications in uFACTS. **Technology.** Provide an understanding of the technologies which are not part of uFACTS, but are required to support and maintain the solution. **People.** Provide an understanding of uFACTS and its stakeholder relationships, including key contacts and relevant historic information. **Processes.** Provide an understanding of the processes used by each role on the UI Modernization project to perform daily tasks, and how those processes fit into the SDLC.
23	**Develop training strategy** (Contractor)	As described in *Section 12 Training Services*, Contractor will utilize adult learning principles and the industry-standard ADDIE, with core content tailored around the user's expected level and type of interaction with uFACTS.
24	**Develop course curriculum and material** (Contractor)	Contractor will develop the uFACTS curriculum and materials based on adult-learning principles and will use a variety of content types to reflect the different learning styles of a diverse user population. In adherence with adult learning principles, our training developers and trainers: Actively involve participants in the learning process and serve as facilitators. State trainers have accumulated a foundation of knowledge that they need to connect to new learning

#	Activity & Responsible Party	Description
		experiences. To help them do so, Contractor trainers will build upon relevant knowledge to help the State learn uFACTS and support other stakeholders and end-users. Teach skills that are applicable to day-to-day activities. Adult learners seek practical knowledge that may be used immediately. By focusing on real scenarios that reflect realistic work activities, Contractor team will provide users with learning experiences that resonate with their job duties.
25	**Deliver knowledge transfer and hands-on training to end users in a test environment using the State's data** (Contractor)	In accordance with the activities outlined in the Training Plan, Contractor will deliver knowledge transfer and training to uFACTS end-users. Contractor will provide day-in-the-life examples and hands-on training to uFACTS end-users, equipping them with the required skills to adapt to the new way of conducting business. In addition, Contractor will support a training environment using the State's data which allows staff to practice identified processes in an application that is similar to the "live" uFACTS.

Please reference *Section 12 Training Services* for more information.

Team Communication

Contractor and the State will have active team communication that will include:

#	Activity & Responsible Party	Description
26	**Provide a communication process** (Contractor)	Contractor will work with the State to define the communication process and protocols for the UI Modernization project. This information will serve as the foundation for communication-related activities throughout the project lifecycle and will allow Contractor to effectively communicate information to impacted stakeholders via consistent, frequent, and engaging vehicles that support and encourage uFACTS adoption.
27	**Develop Key Messages** (Contractor)	When the consensus of the communications content is clear, Contractor will develop key messages that target the different audiences involved in the implementation with the information they need, when they need it, and how they need it. This consideration of the receiving end of the communication delivery will help impacted stakeholders to better adopt anticipated changes to the system, roles, policies, and procedures.

#	Activity & Responsible Party	Description
28	**Provide communication vehicles**	Once Contractor receives communication, Contractor will draft communications and pilot them with selected Change Champions. Feedback is incorporated into revised communications prior to full delivery to maximize communication understanding for end-users. When these audiences are involved, disruption is minimized during the implementation creating more buy-in from stakeholders impacted.
29	**Determine communication schedule/frequency**	Contractor will require the schedule and frequency of communications. Contractor will then include this information in the Stakeholder Communication Plan for the UI Modernization project.
30	**Determine Change Readiness Metrics** (Contractor)	Contractor team will work with State leadership to determine readiness metrics and develop a measurement strategy. In response to the generated insights, Contractor will make the appropriate changes to OCM activities and communications.

Compliance and Regulation

Contractor and the State will collaborate together to confirm that work is completed in compliance with State and UI regulations. OCM activities and communications will be reviewed for compliance adherence on a consistent basis on the UI Modernization project.

The following provides additional information on Compliance and Regulation activities.

#	Activity & Responsible Party	Description
31	**Assess the technical environment for regulatory mandates affecting the State**	Contractor will require an assessment of the technical environment for the regulatory mandates affecting the State and sharing that information with Contractor as part of uFACTS implementation.
32	**Documenting service-level**	Contractor will require the documentation of service-level objectives and requirements and providing them to Contractor.

#	Activity & Responsible Party	Description
	objectives and requirements	
33	**Define and approve overall operations and administration policies and obtain the State's approval**	Contractor will require information needed to document UI Tax and UI Benefits-related processes, policies, and staff responsibilities that impact uFACTS. This information will provide an understanding of current state, identify gaps that must be addressed in the identified resolutions, and guide the change management plan/activities.
34	**Define and approve overall technical support policies and procedures and obtain the State's approval**	Contractor will require the information needed to document current system related processes, policies, and staff responsibilities. This will provide an understanding of current state, identifies gaps that should be addressed in the identified resolutions, and guides the change management plan/activities.
35	**Provide recommendations to comply with State compliance and regulatory requirements** (Contractor)	Contractor will acknowledge that they are responsible for providing recommendations to comply with State compliance and regulatory requirements. Contractor enterprise network governance and resilience provides a broad regulatory risk management capability to continuously monitor compliance of safeguards to appropriate regulations and standards.

Business Change Management

The Contractor will provide the necessary services and support to enable changes to be implemented smoothly and successfully by attending to the wider impacts of the changes.

Contractor will identify the business challenges and risks associated with uFACTS implementation and adoption and provide potential mitigation strategies to State leadership.

Stakeholder Engagement Management

For stakeholder engagement and management, the Contractor will hold monthly virtual meetings, communicate key messages to peers, and gather feedback from peers to share with State leadership.

Cultural Change Management

The Contractor will develop and deploy different cultural change management activities to prepare the State stakeholders through multiple lenses for uFACTS, including the understanding of the objectives, political climate, culture, and requirements. Contractor will communicate storytelling bridges gaps in culture and knowledge, making information accessible to different stakeholders on the UI Modernization project.

Cultural Change Management

The Communications Program, depicted below, will establish an approach on the UI Modernization project for the Contractor to engage the State stakeholders to inform and promote readiness and user adoption for the uFACTS transition. This will include the Stakeholder Communication Plan to help advance stakeholder awareness of key uFACTS events and activities, promotes collaboration across stakeholder groups, and reinforce the purpose and value of OCM activities and how they support the overall uFACTS transformation.

Communications Program Development and Execution

The Stakeholder Communication Plan includes and activates the plan for Change Champions to help promote uFACTS adoption across the UI Modernization project stakeholders.

Communication	Purpose	Audiences	
Steering Committee Meeting	Review action items, discuss program management topics, as well as specific workstream activities and highlights; discussion points may change based on actual execution and timeline UI Modernization project	State Leadership	Project Management
Leadership Huddle	Meeting with State leadership to provide high-level uFACTS implementation updates and announcements	State Leadership	Project Management
Project Change Champions All-Hands Meeting	Provide status updates for uFACTS implementation	Change Champions	Project Management

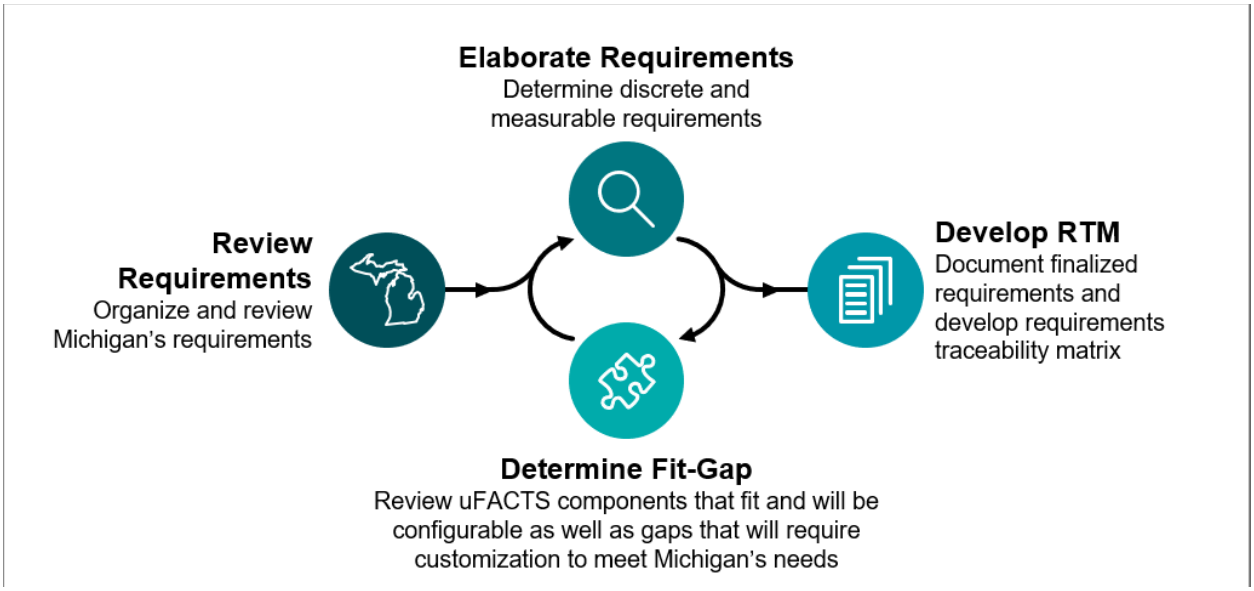
Communication	Purpose	Audiences	
	Communicate risks, issues, concerns, or frequently asked questions observed by Change Champions		
All-Hands Meeting	Meeting with end-users to discuss updates, announcements and highlights; review UI Modernization project activities and status	State Leadership Project Management Change Champions Call Center Supervisors	Call Center Agents Adjudicators Quality Assurance
Travel Deck	Resource to provide stakeholders with an overview of UI Modernization project objectives and timeline	State Leadership Project Management Change Champions Call Center Supervisors	Call Center Agents Adjudicators Quality Assurance
UI Modernization Project Newsletter (Internal stakeholders and users)	Provide an overview of uFACTS implementation status to stakeholders to include project highlights and any other pertinent topics	State Leadership Project Management Change Champions Call Center Supervisors	Call Center Agents Adjudicators Quality Assurance
Employer UI Modernization Project Update (External users)	Provide an overview of uFACTS implementation status to employers, in monthly newsletter, to include project highlights and any other pertinent topics	Employers	Third party administrators
UI Modernization Project Newsletter (External stakeholders)	Provide an overview of uFACTS implementation status to external stakeholders (not external users), to include project highlights and any other pertinent topics	Modernization Work Group Members Legislator NASWA DOL	Contracted vendors (e.g. Civilla, grant partners)

25. REQUIREMENTS VALIDATION

Contractor must perform elaboration of the requirements through Joint Requirements Management (JRM) sessions to clarify them and remove ambiguity.

Contractor must establish the Requirements Traceability Matrix (RTM) during this phase and will update it during the later stages of the project to describe how the requirements are met.

As part of a four-stage approach, the Contractor design team will create inventory requirements, elaborate and decompose where needed, review fit-gap to uFACTS, and develop the requirements traceability matrix that tracks fulfillment, subject to the State's approval. The following figure illustrates these stages.



Contractor will complete these stages per the project schedule in Section 22., utilizing an iterative approach for subsequent design and development, but empowering stakeholders to holistically refine and elaborate requirements upfront. The following table describes the key activities and outcome of each of the stages above.

Stage	Key Activities	Outcomes	Value to Project
Inventory Contract Requirements	Contractor will organize Contract requirements by area and priority Determine State subject matter advisors for each area Contractor will schedule Joint Requirements	Consolidated initial list of requirements organized by area and priority Schedule for JRM sessions	Identifies key stakeholders early Organizes requirements validation meetings based on priorities

	Management (JRM) sessions based on priorities		
Elaborate Requirements	Facilitate JRM sessions to validate, elaborate, and decompose (where needed) requirements Contractor will document validated and decomposed requirements meeting Michigan's SUITE standards for requirements as documented in SEM-0402 The State will review and approve finalized requirements	Elaborated and decomposed requirements that are necessary, correct, unambiguous, complete, consistent, verifiable and testable, modifiable, and traceable (per SEM-0402) Shared understanding of requirements across the areas of delivery	Holistic requirements validation performed early allows for identification and remediation of dependencies, constraints, and priorities Establishes the overall scope of work within the first three months of project start
Determine Fit-Gap	The Contractor will analyze and identify fit, with State input, and gap of elaborated requirements to uFACTS Contractor will identify scope of work with respect to configuration and customization	Attribute each elaborated requirement as being met out of the box, by configuration, or requiring customization	Allows State staff to visualize fulfillment early and supports requirements elaboration by utilizing uFACTS during JRM meetings Provides the State insight into uFACTS early, allowing for more effective detailed design meetings later
Develop RTM	Contractor will document the baseline requirements traceability matrix Contractor will organize and include necessary horizontal traceability to establish related requirements Contractor will confirm and document	Baseline Requirements Traceability Matrix Processes for maintenance and updates to the RTM Inputs to design planning and prioritization	Release of baseline RTM early in the project establishes a clear understanding of scope Planning for subsequent phases is holistic and incorporates dependencies

	processes and approach to maintaining the RTM through subsequent project phases	stemming from related requirements

This approach will allow Contractor to align stakeholders early on the full scope of work, quickly identify priorities and planning inputs, familiarize State staff with uFACTS well before detailed design meetings, and efficiently establish a State approved RTM, which drives compliance and tracking throughout the project.

26. ADDITONAL INFORMATION

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

SCHEDULE A – TABLE 1 – BUSINESS SPECIFICATION WORKSHEET

A	B	C	D	E
Business Specification Number	**Requirement Subcategory 1**	**Requirement Subcategory 2**	**Business Specification**	**The following description (Column E) supplements the Business Specification (Column D) with additional detail. *During the requirements validation process during the implementation of this project, the Contractor and State will review the supplemental detail in column E to confirm alignment with column D – Business Specification. Any mutually agreed upon adjustments to column E will be documented and used as input to the subsequent JAD sessions.***
REQUIRED				
Taxation				
A.1	Register and Manage Employer Accounts	Register Employer Account	The solution will allow Employers and Third Party Administrators (TPAs) to register online.	uFACTS contains self-service portals for Employers, Third Party Administrators or Agents, Claimants and Staff. Employers and Third-Party Administrators (TPAs) will be able to register their business through the self-service portals using a wizard driven process. uFACTS registration process allow Employers and TPAs to save and exit, if required, during the process. When they return, they will be able to continue from where they left off and complete the process. Employers will be able to assign an account administrator that will be able to authorize and assign roles to additional users so they will be able to access the Employer account and perform actions based on their security role (e.g., update account profile data, file wage reports, make payments, response to claims filings, etc.). uFACTS allows employers to select and assign roles to TPAs. TPAs will then able to access the employer account to perform actions based on their security roles. TPAs register in the system and are assigned a TPA ID. Their clients will be able search for their account and assign the TPA to their account. TPAs will

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				be able to view a list of their active Employer accounts and the roles that has been assigned to them.
A.2	Register and Manage Employer Accounts	Register Employer Account	The solution will capture registration data (e.g., Federal Employer Identity Number, Primary Address, Secondary Address, TPA information, Business Entity Name, POA).	uFACTS captures detailed registration data including, but not limited to, Employer Legal Name, Doing Business Name, FEIN, addresses (currently configured to capture mailing address, physical location(s), legal address, business records address, claims notification address, benefit charge notice address), type of business (sole proprietor, partnership, corporation, Limited Liability Partnership, Limited Liability Corporation, State Government, Local Government, Tribal, etc.), owner and officer names and addresses, TPA and POA representation, business data required to assign the NACIS code, and first data of employment, etc. The registration process also allows Employers to report the fact they have purchased all or part of an existing business. This will rigger workflow processes for the State staff to address predecessor/successor relationships.
A.3	Register and Manage Employer Accounts	Register Employer Account	The solution will prevent/flag the Employer from creating non-liable accounts including notifying the Employers if their account is non-liable.	The uFACTS registration process starts by providing Employers with general data about liability requirements and the data Employers will need to complete the registration process. uFACTS captures data regarding if the employer is currently liable to pay FUTA tax, data of first employment, dollar amount of employment paid to date, etc. This data is used to determine if the Employer is currently liable for unemployment insurance coverage. Employers determined as non-liable are notified that they are not currently

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				liable. The Employer is then provided a message telling them liability criteria and to return and register once they meet the liability requirements.
A.4	Register and Manage Employer Accounts	Update Employer Account Information	The solution will allow an Employer or TPA to update their account information online (e.g., contact information).	uFACTS online portal will allow Employer and TPA to update their account information including but not limited to addresses, owner and officer information and addresses, work location names and addresses, predecessor and successor information (triggers Staff workflow), amended wage filings, ability to make payments, request payment plans, report bankruptcy information, and respond to requests for information.
A.5	Register and Manage Employer Accounts	Update Employer Account Information	The solution will allow staff to update Employer account information via phone, mail, and fax (e.g., Wage Information, Multi-State Employment, Penalties, Interests).	Staff will be able to update Employer account information received through multiple channels including phone, the online portal, fax and mail. uFACTS will create work items based on update channel and data change requested. Staff with appropriate security roles will be allowed to make updates. uFACTS tracks the channel the data was received through, date, time, and submitter. uFACTS also tracks who updated the Employer Account and the data updated (from and to) to maintain an audit history.
A.6	Register and Manage Employer Accounts	Activate/Reactivate Account	The solution will allow the Employer to reactivate closed accounts online based	uFACTS allows Employers to reactivate closed accounts through their online account based on business rules. The account will be automatically reactivated if the request meets automatic reactivation rules, else a work item will be created for staff review and approval the request.

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			on the State's business rules.	
A.7	Register and Manage Employer Accounts	Close Account	The solution will allow the Employer and State Staff to close the accounts online based on the State's business rules.	uFACTS allows Employers to close their account online. Based on business rules, uFACTS will close the account or a work item will be created for staff review and approval. State Staff with appropriate security access will be able to close employer accounts. Additionally, uFACTS contains automatic processes to close Employer Accounts meeting pre-defined business rules.
A.8	Manage Employer Taxes	Determine Unemployment Tax Rate	The solution will calculate and assign the tax rates for Employers based on the regulatory requirements and State's business rules (e.g., annual tax rates, partial transfer requests, rate calculations by period).	The uFACTS rate module supports initial rate assignment for new employers, annual rate assignment, a rate assignment for specified periods. uFACTS automatically assigns rates based on business rules and updates rates based on account changes and business rules. For example, total or partial transfers that occur after annual rate assignment has occurred for a given calendar year. Authorized staff must able to assign or modify Employer rates based on business rules.
A.9	Manage Employer Taxes	Determine Unemploym	The solution will recalculate tax rates and taxes due based on	uFACTS recalculates tax rates and taxes due based on Employer Account changes and business rules. This includes changes resulting from voluntary payments, total or partial acquisitions or sales that result in a transfer of

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		ent Tax Rate	Employer account changes (e.g., Acquisitions, Voluntary Contributions, NAICS Code).	experience rate, and a change in NAICS codes. The change will result in generation of a new tax rate notice to the Employer and adjustment in any tax due for prior reported periods covered by the change.
A.10	Manage Employer Taxes	Determine Unemployment Tax Rate	The solution will allow State staff to make updates and modify tax rates.	State Staff, with the appropriate security roles, will be able to make updates to employer accounts and to modify tax rates on Employer Accounts. The change will result in the generation of a new tax rate notice to the Employer and adjustment in any tax due for prior reported periods covered by the change.
A.11	Manage Employer Taxes	Determine Unemployment Tax Rate	The solution will allow staff to view all historical rates including the reason for changes and no changes.	uFACTS stores historical rate data and staff can view Employer rates. The length of time rates will be viewed is configurable and will be determined based on business rules. The history view for rates includes rate modifications along with notes indicating the reason for the change. Employer requests for rate review and modification are tracked in the system and results of the review, change or no change noted and available for staff review.
A.12	Manage Employer Taxes	Determine Employer Taxable Wage Base	The solution must generate an Employer Wage summary report upon request.	uFACTS stores wage detail by individual SSN and year and quarter. Views exist within the system that allow Employers and Staff to view the wage data in the following formats and levels of detail: individual employee level – all wages reported for that employee by year/quarter

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				all wages reported for a calendar year at the individual employee level summary of all wages per given calendar year and quarter by individual employee calculation history by year and quarter (gross wages, excess wages, taxable wages), submission history at the summary level for each year and quarter for original reports or adjusted reports Wage detail records are maintained in the database and the database is open and is available for Staff to query, sort and filter using a reporting/business analytics tool. Staff will have the ability to generate other types of wage detail reports upon request.
A.13	Manage Employer Taxes	Determine Employer Taxable Wage Base	The solution will accept, validate, and post wage reports from Employers and TPAs.	Employers and TPAs have multiple methods to post wage reports including: Manual Entry – used by smaller employer to submit quarterly wage reports Copy from Previous – used by employers to jump start a wage report by copying employee names and SSNs from a prior quarter, making any necessary adjustments by adding or deleting individuals and then entering in current quarter wage data File Upload – uFACTS supports four different file formats to support employers of all sizes Secure File Transport Protocol (SFTP) – used by large employers and TPA's to submit their wage detail files for posting

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				Regardless of the submission method, UFACTS performs data validation and records are accepted or rejected based on business rules. For example, a file is uploaded online, the file format will be verified. If the file format is bad, the Employer/TPA will be notified to fix the file format and resubmit. If the format is valid, uFACTS will review each record contained in the file to validate data at the record level. Records passing validation edits and those not containing fatal errors will be processed. Employers/TPA will be notified of records containing both non-fatal (record accepted but missing some data) and records that contain fatal error (records that are not able to be processed). They will be able to fix and resubmit records with errors. Files submitted using SFTP are also validated and follow a similar process to online files. Employers/TPAs will receive file processing confirmation reports. They will be able to fix and resubmit records containing errors.
A.14	Manage Employer Taxes	Determine Employer Liability	The solution will calculate Employer liability based on the calculated tax rates and the State's business rules.	uFACTS is designed to calculate the employer liability from wage detail using the employer rate for the year and quarter and the State's business rules for wage base, penalty and interest. Results from the calculation available by Employers/TPAs and Staff through the View Employment Detail Calculation History. Once the employer has completed posting their wage detail for a given year and quarter, uFACTS will automatically calculate the total wages, excess wages taxable wages, tax due and any

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				other applicable charges. Employers are prompted to make payment. uFACTS not only shows Employers what they owe for the current quarter, but it will display amounts due for other quarters or it will display any credit amount on the employer account. Employers will be able to immediately initiate payment.
A.15	Manage Employer Taxes	Manage Employer Redetermination	The solution will upload and process Wage Record Adjustments and allow staff to process adjustments manually and in real-time, and calculate taxable wages, taxes, penalties, and interests.	uFACTS supports the same filing methods for adjustments as it does for original reports including: Manual adjustments – Employer/TPA logon and initial a wage adjustment by selecting a year and quarter and the records that need to be adjusted. They enter the adjusted amounts and uFACTS will recalculate taxable wages, taxes, penalties, and interests. File Upload – Employers/TPAs will be able to submit files online using four different file formats to adjust previously filed wage detail reports. Employers/TPAs area able to submit both original reports and adjusted reports to prior filed quarters in the same file. uFACTS calculates total, excess, taxable wages as well as tax, penalties, and interests due for all submissions. SFTP – large Employers/TPAs will be able submit adjustments files using the same secure file transfer protocols as original reports. As with online file submission, they will be able to submit files that contain both original submissions and adjustments for prior submissions in the same file.

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				uFACTS calculates total, excess, taxable wages as well as tax, penalties, and interests due for all submissions. All submissions, manual or file, will have validations performed using the same rules as for original submissions. Employers/TPAs will be notified of any fatal or not fatal error encountered. They will be able to make corrects and resubmit records with errors.
A.16	Manage Employer Taxes	Manage Employer Redetermination	The solution will allow authorized users (Employers and TPAs) to view, edit, and modify Wage Record Adjustments.	Employers/TPAs and Staff will be able to view, edit and modify Wage Record Adjustments. The views listed under requirement A.12 are also available for adjustments. uFACTS tracks a history of which records were included in the adjustment as well as the reason for the adjustment. There is no limit to the number of adjustments Employer/TPAs or Staff are able to initiate. uFACTS creates staff workflow when Employer/TPA adjustment fall outside predefined guidelines for automatic processing.
A.17	Conduct Employer Audits	Generate Audit Leads	The solution will have the ability to create audit lead models (e.g., combinations of audit selection criteria).	uFACTS Audit Module supports multiple types of audit selection models: Random Audit – randomly selects audit candidates meeting the federal definition of an account that is eligible for audit but not based on any other criteria Target Audit – selects audit candidates based on a combination of audit criteria such as number of employees, size of payroll, percentage change in payroll, NAICS code, zip code, past audit results, etc.

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				Specific Audit – candidate is specifically selected based on tip or lead, blocked claim, etc. Once selected, audit cases are generated and assigned to auditors.
A.18	Conduct Employer Audits	Generate Audit Leads	The solution will maintain a report of the Employers with a history of compliance issues for audit selection.	uFACTS maintains a history of employers selected for audit as well as the results of prior audits. uFACTS also contains a history of other compliance issues such as report or payment delinquency, wage adjustments. Staff have the ability to query, sort and filter employers with all types of compliance issues or on specific types of compliance issue.
A.19	Conduct Employer Audits	Generate Audit Leads	The solution will track results of audits (e.g. audited wages, auditor time spent on audits) identified by audit lead models (e.g., combinations of audit selection criteria) to evaluate of effectiveness in selecting audits.	uFACTS tracks results of audits including audited wages, auditor time per audit, change or no-change, reason for change, number of misclassified workers, etc. at the individual audit level. This data combined with reason(s) for audit (combination of criteria) all for tracking of the audit selection criteria for effectiveness. The database includes detailed records, and it is open and available to query, sort and filter data. Comparison reports of results against selection criteria is available to Staff.

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A.20	Conduct Employer Audits	Generate Audit Leads	The solution will interface with external solutions to gather data to support audit selection (e.g., IRS, Secretary of State, Division of Labor).	Interfaces to other external systems will be configured to capture data required to support audit selection criteria. The uFACTS integration architecture includes integration Adapters. The Adapters are extensible to allow rapid configuration of interface connections between uFACTS and other systems such as the IRS, Secretary of State, Division of Labor. Interface connections will be reviewed and documented during design, then configured and tested during development and testing stages of the project.
A.21	Conduct Employer Audits	Generate Audit Leads	The solution will forecast audit results for a given period based on an audit lead model. E.g., forecasted results will include: o Size of potential audit pool (e.g., 10% of employers randomly selected for auditing) o Potential yield of individual audit cases (e.g., total wages collected from an audit)	uFACTS will forecast and track audit results to assist the State in meeting the audit penetration and computed measure requirements for a given period of time. Audit results are tracked on an ongoing basis to allow the State to refine their selection criteria such as increasing the number of cases selected based on NACIS code to meet requirements. Forecasts include data from prior audits and selection criteria to provide a forecast for the current selection along with our Employer Misclassified Worker model based on analytics and behavioral science.

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A.22	Conduct Employer Audits	Conduct Electronic Audits	The solution will create a new audit case file for Employers selected for audit.	Audit cases are created for each audit and then assigned out to the appropriate auditor for completion. All audit tests, documentation and results are stored with the case for future reference. uFACTS will allow authorized Staff to view, sort, and filter audit cases.
A.23	Conduct Employer Audits	Conduct Electronic Audits	The solution will assign audit cases to the State staff and provide ability to track time spent on individual audits.	Audit cases are automatically assigned to State staff based on audit assignment rules. uFACTS will allow cases to be reassigned, postponed or canceled as necessary. All facets of the audit are tracked and stored with the case including time spent on the audit, underreported wages, overreported wages, misclassified workers, changes in demographic employer data, amounts due based on the audit, etc.
A.24	Conduct Employer Audits	Conduct Electronic Audits	The solution will allow State Staff to track progress for completing the audit.	The Audit workflow requires all steps and required processes be completed prior to the audit being routed for supervisory review and then results being posted to the employer account. Audit progress is tracked throughout the life of the case. Authorized staff will be able to see progress of each audit and also track progress of all audit cases at any point in time (e.g., not started, scheduled, in progress, under review, completed, etc.).
A.25	Conduct Employer Audits	Conduct Electronic Audits	The solution will cross-match UI Benefits claim data with data from other sources, as mandated by the US DOL. E.g.,	uFACTS Integrity Module will provide the functionality required to support all required cross matches including Wage Detail, Incarceration, State Employee, State Directory of New Hires, National Director of New Hires, Vital Statistics and the NASWA Integrity Hub. Cross matches are run automatically based on defined schedules.

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			o Cross-matching UI Benefits claim data with UI Tax wage data reported by Employers o Cross-matching UI Benefits claim data with new hire reporting at the national and state level	The Wage Detail Cross match automatically cross matches employer reported wage data for the specified time period (year/quarter) against claims filed for the same period of time. Daily, uFACTS further reviews potential hits against earnings reported by the claimants on the weekly certifications and will create a case for unreported or under reported earnings meeting an established threshold parameter. The New Hire Cross Match subcomponent is an automated cross-check of benefit payments with the new hire database whether national or state new hire, to identify weeks where a claimant received both unemployment benefits and was reported by an employer as being employed. Records returned, or "hits," are ordered by hire date (ascending) and grouped to streamline staff processing. Once claimants within a group have been researched, fact-finding can be generated as needed.
A.26	Conduct Employer Audits	Conduct Electronic Audits	The solution will provide the ability to define thresholds for cross-matching results and prioritize cases for wage audits based on the State's business rules (e.g., dollar thresholds for allowable discrepancies, limitations on the	State defined thresholds are utilized within uFACTS to prioritize or determine what constitutes a cross match result, i.e., a hit. For wage details hits, prioritization can be determined by claim factors, such as, is the claim still active? Still active claims will receive a higher priority rating than an inactive claim. Other factors include the dollar value of the potential overpayment, the oldest detected week to the newest detected week, etc. Indicators can be applied to the results to identify the priority; high, medium, low. This provides a visual to Staff to shape how hits are worked. Hits can be ignored if the dollar value of the potential overpayment is too low.

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			number of results returned, prioritization of cases based on the severity of the discrepancy).	

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A.27	Conduct Employer Audits	Conduct Electronic Audits	The solution will identify discrepancies based on cross-matching the State's business rules, establish the appropriate issue records, assign the issues to the appropriate work queues, and generate the appropriate notifications for State Staff.	The State's defined business rules will be utilized by uFACTS to identify issue creation where appropriate. uFACTS will use claim trends to establish issues. For example, if a claimant is performing weekly certifications and reporting part-time earnings consistently and then for state defined period of time stops reporting earnings, the system will create an issue to investigate the potential of a job separation. Upon issue creation fact finding will be presented to the claimant while fact finding is also sent to the employer to verify if a separation occurred and validate/refute the nature of the separation. Another example, if the claimant updates their earnings too often, or updates a certain number of weeks on a given day, the system will create an issue for the claimant to verify their weekly earnings. Fact finding will also be sent to the employer those earnings are being reported against for earnings verification. Upon Staff adjudicating the issue, Staff will indicate the correct reported earnings. uFACTS will make the necessary adjustments and determine over- / under-payments based on updated earnings. Moving forward, the claimant will no longer be able to make updates to those earnings. The issue will be held in a queue awaiting the return of fact finding. If all fact finding is returned timely or the due date is passed, the system will route the issue through workflow to an adjudicator to work the issue.

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A.28	Conduct Employer Audits	Conduct Electronic Audits	The solution will generate/regenerate audit notices for Employers (e.g., wage audit notices, new hire audit notices) based on the State's business rules.	uFACTS will automatically generate notices based on event triggers defined by State business rules. Those same notices will be auto triggered to resend based on rules or manually sent by Staff through uFACTS correspondence screen. Staff can search on the screen to locate the specific notice to resend. Once found, staff can select the notice and click the resend button. uFACTS will generate a new notice and distribute the notice based on employer's correspondence preference, electronic or mail. If electronic, an email is generated to the employer's email address on record notifying the employer to log into their account to view the notice. In the body of the email, it will reference which notice the employer is requested to view.
A.29	Conduct Employer Audits	Conduct Electronic Audits	The solution will generate and send new hire verifications to Claimants according to their communication preferences.	uFACTS, will generate new hire verifications to Claimants based on their correspondence preference, electronic vs. mail. As noted in A.28, if electronic, an email is generated to the employer's email address on records notifying the employer to log into their account to view the notice. In the body of the email, it will reference which notice the employer is requested to view. Claimants can update their preference via their account and uFACTS will accommodate those changes the next time a notice is generated to be sent to the claimant.
A.30	Conduct Employer Audits	Conduct Electronic Audits	The solution will provide the ability for Employers to enter and submit the requested verification	Employers within their accounts will have access to an Inbox that stores all correspondence pending response. Employers can select which notice to respond to and uFACTS will display that notice in an electronic format allowing the employer to fill out. Once the employer has filled out, at a

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			information via online portal.	minimum, the required responses, the employer can submit the response. The notice will be removed from their inbox and be routed to Staff in the form of a work item or attached to an existing work time for Staff to review and/or take action.
A.31	Conduct Employer Audits	Conduct Electronic Audits	Upon receiving verification information from Employers, The solution will establish the appropriate work item(s), assign the work item(s) to the appropriate work queue(s), and generate the appropriate notification(s) for State Staff.	Whether verification information is submitted through mail or online, uFACTS can create work items upon receipt or attach the information to existing work items. In each case the work item can be triggered as ready to work and be assigned to appropriate staff to start or continue their work. Staff will be notified through assignment of the work item to their appropriate work queue inbox., which indicates a work item is ready to work.
A.32	Conduct Employer Audits	Conduct Electronic Audits	The solution will provide the ability for State Staff to enter determinations related to wage audits.	State Staff will have the ability to establish an issue based on wage verification information received from Employers. Establishment of the issue will result in generation of the appropriate fact-finding notifications to both the Employer and the Claimant. State Staff will be able to adjudicate the issue and issue a determination related to the details of the wage audit. Once the determination has been entered, uFACTS will re-evaluate the

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				weeks covered by the determination to determine the correct payment amount and will establish over or under payments accordingly.
A.33	Conduct Employer Audits	Conduct Electronic Audits	The solution will generate the appropriate issue records, assign work item(s) to the appropriate work queue(s), and generate the appropriate notification(s) for Adjudication Staff based on the wage audit determinations.	uFACTS supports both the automatic generation of issues based on defined wage audit business rules or by State Staff based on their review of information received. Creation of the issue will result in generation of fact-finding documents for both the Employer and the Claimant. The issue work time will be placed in the proper workflow queue and assigned out for adjudication once the work item is determined ready to work it will be routed Adjudication Staff for determination.
A.34	Conduct Employer Audits	Conduct Electronic Audits	The solution will update wage records based on determinations entered by State Staff and the State's business rules.	The Employer's account is automatically updated based on audit results and determination of underreporting and overreporting of wages and misclassified workers based on State business rules.
A.35	Conduct Employer Audits	Conduct Electronic Audits	The solution will provide the ability for State Staff	State Staff with authorized access can update wage records. They will be able to update wage records using manual entry, copy previous

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			to manually update wage records.	functionality and file uploads. uFACTS will track when the adjustment was made, staff initiating the adjustment and reason for the adjustment.
A.36	Conduct Employer Audits	Conduct Electronic Audits	The solution will initiate subsequent audit processes when wage records are updated, (e.g., updating benefit records, establishing overpayments) based on the State's business rules.	uFACTS automatically initiates other processes when wage records are updated including: Monetary redetermination when the wage record involves wages used in claim. The monetary redetermination will result in revaluation of all weeks previously paid on the claim for determination of correct amount of payment. uFACTS will initiate additional payments if the claimant has been underpaid and will establish an overpayment if the claimant has been overpaid. Determine change in tax due as a result of the wage adjustment including both the establishment of additional tax due and any penalty or interest or the reduction of tax due and any resulting credit balance.
A.37	Conduct Employer Audits	Conduct Electronic Audits	The solution will provide the ability for Adjudicators to request wage audits.	State Staff including Adjudication Staff can create a wage audit workflow. The workflow will be routed to appropriate staff to initiate wage request or audits depending on the circumstances utilizing the uFACTS audit module. The audit module supports field audit and special investigations including blocked claims, wage investigation and misclassified workers. Audit and investigation results will trigger downstream processes as outlined in our request to Requirement A.36.

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A.38	Conduct Employer Audits	Conduct Field Audits	The solution will have the ability to track and conduct field audits based on the State's business rules and requirements outlined in the LEO Field Audit Handbook.	uFACTS comes with an integrated field audit module that was designed by former field auditors specifically to meet DOL TPS audit requirements and, from their experience, auditor, and auditor supervisor needs. The fully integrated field audit module makes the wages, payments, registration, and other employer information available to auditors and audit supervisors in real time. Additionally, the self-service feature so the uFACTS allows employers to perform their tasks and satisfy their obligations as they related to an audit of their account. Once the audit case has been generated, Audit Notification correspondence is generated and sent to the employer. This correspondence provides the employer with details about audit options including in-person or remote. Correspondence details will be based on State business rules. Unlike other solutions, uFACTS provides a fully integrated Field Audit module that eliminates the need for an interface or synchronization with the core UI tax system. Because uFACTS is fully and seamlessly integrated, audit staff will be able view or action the employer-submitted documents and data in the field audit module, which will automatically update and synchronize with the uFACTS core UI tax system. Therefore, the audit module reuses and incorporates the wage, calculation, and receivable/collection elements of uFACTS in an effective and efficient process.
A.39	Manage Collections	Manage Write-offs	The solution will track and manage debt/write-	uFACTS contains a fully operational collections module including processes to manage and track debt/write-offs based on defined business rules. The

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			offs based on Collections cycle and monitor amounts collected by State Staff on a weekly/quarterly/annual basis.	uFACTS databased includes data on detailed collection actions allowing for the tracking and reporting of debt collection action and write-offs. Collections are tracked by source of collection, date of collection, amount of collection, method of collection (e.g., interface from external system, staff). Detailed data allows staff to query, sort and filter collection data. Reports can be run for specified periods of time including weekly, quarterly and annually.
A.40	Manage Collections	File Liens and Evaluate Levies & Wage Garnishments	The solution will have the ability to generate liens, calculate levies and wage garnishments based on the State's business rules and implement Treasury Off Set Program changes timely and accurately.	uFACTS contains a fully operational collections module that includes the following: Generate statement of account (automatically based on business rules or on demand) Make payment on debt Manage debt through waiver, abatement, write-off Establish and monitor payment plans Generate, file and manage liens Calculate, generate and manage levies and wage garnishments Initiate, track and manage collections through referral to third party for collections (e.g., central collection agency, income tax offset for both State and TOP; lottery winning offset) Establish bankruptcy cases, manage bankruptcy correspondence, manage bankruptcy cases

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				Correspondence, calculations, referrals are all based on State business rules. Our solution includes a segmented mini database with restricted security access to support the Treasury Offset Program.
A.41	Manage Collections	File Liens and Evaluate Levies & Wage Garnishments	The solution will have the ability to update liens when bankruptcy notices are received.	The Collections Module monitors liens and updates lien information and generation of notices based on collection cases changes including the creation of a bankruptcy case. Workflow will be generated for staff to review the bankruptcy case to determine if the lien needs to be updated. Staff will be able to generate lien updates and generate new notices.
A.42	Manage Collections	Process Bankruptcy Notifications	The solution will receive notification from courts.	uFACTS will fully meet this requirement with configuration to receive notification from courts based on the State and the courts integration capabilities. The uFACTS integration architecture includes integration Adapters, and Validators. The Adapters are extensible to allow rapid configuration of interface connections between uFACTS and other systems such as the bankruptcy courts. Court interface connections will be reviewed and documented during design, then configured and tested during development and testing stages of the project, completed before Go Live.

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A.43	Manage Collections	Process Bankruptcy Notifications	The solution will associate bankruptcy cases to other cases (e.g., lead bankruptcy case and affiliated cases).	uFACTS will fully meet this requirement with configuration of a lead and affiliated bankruptcy cases. uFACTS currently tracks bankruptcy cases including changes in the case such as change in Chapter. The bankruptcy case history is available to view by the Employer or Staff.
A.44	Manage Collections	Process Bankruptcy Notifications	The solution will produce bankruptcy proof of claim and applicable exhibits / documentation.	uFACTS will support the creation of bankruptcy proof of claim and the applicable exhibits/documentation. Both the proof of claim and the exhibits will be associated with the bankruptcy case.
A.45	Manage Collections	Process Bankruptcy Notifications	The solution will track bankruptcy deadlines and events.	uFACTS Collections module includes the functions to capture and track bankruptcy data including deadlines for filing bankruptcy claims. uFACTS also allows for the capture of bankruptcy case data such as chapter and outcome.
A.46	Manage Collections	Manage Write-offs	The solution writes off debt based on predefined UIA criteria and the State's business rules.	uFACTS collections management process includes an automatic write-off process that results in the write-off of overpayment based on specified business rules. The business rules will be reviewed with the State during the Collections process design sessions and any rules that need to be added or modified to meet the State specific business rules will be noted and configuration changes will be made.

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A.47	Manage Collections	Determine and Manage Claimant Overpayments	The solution will identify when benefits have been overpaid based on the State's business rules and factors. E.g., overpayments based on: o Adjudication determinations o Under-reported earnings o Appeal decisions o Wage crossmatches used to detect when an individual has returned to work and continued receiving benefits for which they were not eligible o Nonresponsive / yearly negligence	uFACTS comes with integrated overpayment and collections modules. Based on actions performed in the system after the benefits payments are processed, payments are subject to adjustment processing. The outcome of these adjustments to payments previously processed are tracked in the system result in an overpayment if the adjustment results in a subtraction of the original benefit payment. All such overpayments established in the system are justified with an underlying determination (adjudication, crossmatch, appeal, earnings, etc..). Therefore, all overpayments established in the system are tied to a decision from various factors and are classified by their cause, class, and source.

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A.48	Manage Collections	Determine and Manage Claimant Overpayments	The solution will record any identified overpayments in association with the appropriate benefit payments.	uFACTS will come with integrated overpayment and collections modules. Based on actions performed in the system after the benefits payments are processed, payments are subject to adjustment processing. The outcome of these adjustments to payments previously processed are tracked in the system result in an overpayment if the adjustment results in a subtraction of the original benefit payment. All such overpayments established in the system are justified with an underlying determination (adjudication, crossmatch, appeal, earnings and etc..). Therefore, all overpayments established in the system are tied to a decision from various factors and are classified by their cause, class, and source. All overpayments identified in the system are traced back to an original payment made out to the claimant. The system also tracks the benefit charges posted on the account (when payments were made) when the overpayment is established.

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A.49	Manage Collections	Determine and Manage Claimant Overpayments	The solution will associate all relevant documentation with the overpayments.	uFACTS associates each overpayment to the decision that resulted in the overpayment. The result is that any fact-finding and the determination decision will be associated with the overpayment. If a Claimant appeals the determination, the appeal documentation will also be associated to the overpayment. If the Claimant requests a waiver of the overpayment, the relevant document will be associated with the overpayment. When an overpayment is established in the system, a case is created which contains all the details of original payments made out, before and after snapshot of the payment detail and the determination tied to the adjustment processing that explains the cause and source of the overpayment. All this information is readily available on the overpayment history screen.
A.50	Manage Collections	Determine and Manage Claimant Overpayments	The solution will track the status for the overpayment (e.g., active, held).	uFACTS tracks the status for the overpayment. Status is assigned based on business rules but can be overridden by authorized staff. All overpayment cases are tracked both individual overpayment case level as well as collections level. For example, if a claimant has two overpayments and one is held, and other is active in Collections, then the system tracks the status of both these overpayments individually as well as provides a collection status which excludes held overpayments for collection purposes.
A.51	Manage Collections	Determine and Manage Claimant	The solution will provide the ability for State Staff to define and update classifications for the	All overpayments in uFACTS solution are classified by Cause, Class and Source. This is in line with Federal USDOL guidelines and compliance requirements as suggested in ETA Handbook.

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		Overpayments	overpayment (e.g., Administrative, Non-Fraud, or Fraud based on adjudication determinations and appeal decisions).	
A.52	Manage Collections	Determine and Manage Claimant Overpayments	The solution will calculate and apply the appropriate penalties, interest, and fees to charge to the Claimant based on the overpayment classification and the State's business rules.	Any Overpayment established in the system is categorized as fraud vs non-fraud. All fraud overpayments are subject to a state specific penalty amount which is either a flat rate penalty amount or a percentage of fraud overpayment established. The solution allows both ways of establishing penalties on fraud overpayments, In addition, the system also has capabilities to calculate interest on a daily basis and compound the interest every quarter depending on state specific business rules.
A.53	Manage Collections	Determine and Manage Claimant Overpayments	The solution will credit the overpayment to the proper General Ledger (GL) account and Employer accounts.	All overpayments established in the system are accounted for financial transactions and treated as entries are made into Accounts Receivable ledgers.

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A.54	Manage Collections	Determine and Manage Claimant Overpayments	The solution will determine the proper time in which the overpayment should be credited according to the State's business rules.	uFACTS will include rules for the crediting of an employers account when an overpayment is established. Rules are based on employer type, program and claim type, and business rules in effect for the period covered by the overpayment. For example, if the program is Standard UI and he claim by is 100% UI and the employer is contributory, the benefit charge will be credited to the employer account. If the employer is reimbursing, the benefit charge will not be credited until the overpayment has been collected. Michigan business rules for crediting overpayment will be verified during design session.
A.55	Manage Collections	Determine and Manage Claimant Overpayments	The solution will generate a notice to the Claimant when an overpayment is created in association with one or more of their prior benefit payments.	The uFACTS Solution mentions the result of a determination if the result causes an overpayment on the notice of determination which is the mailed right after a decision is made. The Notice of Determination will contain the overpayment amount and provides appeal rights (as applicable and allowed by State laws). Once after the appeal period is complete, the system generates a Notice of Overpayment to the claimant making the overpayment as collectible and also provides information about signing up for payment plans (if applicable and allowed by State rules) as well as information about requesting a waiver.
A.56	Manage Collections	Determine and Manage Claimant	The solution will provide the ability for Claimants and State Staff to enter appeals for	In uFACTS solution, all overpayments are tied to a determination that results in an invalid payment to the claimant. All such determinations are allowed to be appealed. The system will generate notices of overpayments

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		Overpayments	overpayments according to the State's business rules.	to the claimant which allows the claimant a protest period before the actual collection activities begin.
A.57	Manage Collections	Determine and Manage Claimant Overpayments	The solution will determine if an offset to an overpayment can be made according to bankruptcy, finality, and other of the State's business rules.	All benefit offsets happen with in the solution during the calculation of the benefit payment. If a claimant has an unpaid collectible balance, the solution automatically offsets the benefits payments unless an administrative user has overridden the rule for an individual claimant. The solution also determines whether the claimant is on a payment plan and has been meeting the agreement in a timely manner. If the payment plan agreement is in compliance, the system also adjusts the offset rules on weekly benefit payments accordingly.
A.58	Manage Collections	Determine and Manage Claimant Overpayments	The solution will calculate and adjust the appropriate offset amounts according to the State's business rules.	uFACTS solution comes with customary offset rules which can be set both at a program level as well as claimant level. For example: During the setup of a DUA program, the solution allows users to select the percentage of offsets that can be applied against benefits paid on this DUA program. Similarly, the solution will allow concerned staff personnel to update the offset percentage of an individual. If none of these values are set, the system uses its default rules for offset amounts and offsets payments based on the default rules.
A.59	Manage Collections	Determine and Manage Claimant	The solution will identify the order in which multiple overpayments are to be paid and	uFACTS solution comes with built in hierarchy rules to be applied when a repayment is made. The default hierarchy in the system is to apply the overpayments to oldest to latest fraud overpayment and then automatically switch over to oldest to latest non-fraud overpayments. Depending on the

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		Overpayments	apply the offset amount(s) to the appropriate overpayment record(s).	state specific business rules, these default hierarchy of applying overpayment repayment can easily be adjusted to meet the state specific needs.
A.60	Manage Collections	Determine and Manage Claimant Overpayments	The solution will track aging work items related to overpayment offsets and generate reminders for State Staff and Management according to the State's business rules.	uFACTS automatically applies overpayment offset rules based on the overpayment being determined as collectable and overpayment offset application hierarchy rules. Staff have the ability to modify the automatic logic on a case-by-case basis including setting the offset % at zero. uFACTS also allows staff to place a collection hold on an account. The database tracks overpayment offset details and collection holds allowing for the query, sorting and filter of those claims where the offset % has been altered from the standard. Work items will be generated to Staff and Management in accordance with business rules to remind Staff to review these cases and to take any required action.
A.61	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will determine if a Reimbursable Employer was credited for the original transaction.	uFACTS benefit charging module tracks all benefits charge entries at the benefit payment level. This includes original charge, adjusted charges when a monetary redetermination occurs, adjusted changes when claimant overpayments are established and repaid per State defined business rules. Employers and Staff will be able to view all charge transactions including the original charge and any subsequent adjustments.

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A.62	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will calculate and apply additional interest to be charged to Employers based on delayed payments.	uFACTS Collection Module includes processes to calculate and update Employer Accounts for interest assessed due to delayed payments. This includes the initial calculation and any additional amounts based on passage of time and State business rules (e.g., monthly update).
A.63	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will post additional interest amounts to the GL.	uFACTS Account Module tracks and posts all accounting transaction to the GL This will include any additional interest amounts assessed to employer accounts.
A.64	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will automatically send notifications to delinquent Employers based on the State's business rules (e.g., 30 days notice).	uFACTS Collections Module not only addresses monetary collections but also Employer Delinquent Report notifications. uFACTS is configured to send multiple notices to the employer. The notices will be automatically generated based on the State's business rules and delivered to the employers based on the Employer's preferred communications channel. Notices are stored on the employer account and are available by the Employer and Staff via the online system.
A.65	Manage Federal Programs	Manage Work Share Program	The solution will allow the Employer to submit a Work Share application online.	uFACTS solution online Employer portal supports a wide range of employer functions including the submission of a Work Share application. Additionally, Employer can manage Work Share activities such as

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				managing or modifying a Work Share plan, manage plan participants, and submit all required information required for weekly claim certifications.
A.66	Manage Federal Programs	Manage Work Share Program	The solution will provide the ability for Employers to upload files with Employer-related information for the Work Share program and the Work Share program participant list.	uFACTS solution gives employers the capability to add participants in multiple ways to make it easier like Manually add individual SSN's Pull the participation information from wage records Upload predefined file templates with formats including csv, text, xml, etc.
A.67	Manage Federal Programs	Manage Work Share Program	The solution will create a work item associated with a submitted Work Share application and forward it to one or more work queues for State Staff review and modify errors with Work share claims.	uFACTS solution creates two types of workflow for staff to review- Newly created plan workflow Modified plan workflow The workflow contains all the information provided by the employer. Modification workflows explicitly calls out the information modified to staff so that its easier for staff to understand what was modified when deciding to approve or deny the modified Work Share Plan.
A.68	Manage Federal Programs	Manage Work Share Program	The solution will provide the ability for State staff to review the Work Share application and	Fully Meets uFACTS will generate a work item upon submission or an initial or modified Work Share Plan. Work items are automatically route to a Work Share Plan

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			approve or deny the application based on the eligibility requirements.	queue. Authorized Staff review the plan against eligibility criteria and have the option to: Approve Deny Request Additional Information Request for additional information will place the work item on hold until more information is gathered before final submission.
A.69	Manage Federal Programs	Manage Work Share Program	The solution will provide the ability for State staff to track their communications with Employers related to the Work Share application if additional information is required.	uFACTS Work Share module will support the generation Work Share correspondence to employers. Correspondence is associated with and stored on the Employer Account. Employer will be able to respond to requests of information via the Employer online portal. Staff will have the ability to track communications with Employers.
A.70	Manage Federal Programs	Manage Work Share Program	The solution will provide the ability for State staff to maintain the details of a Work Share program (e.g., dates, participants, hours).	uFACTS Work Share module collects and store plan details including dates, work units included in the plan, list of participates, details on reduction, hours, etc. Employer and Staff will be able to maintain Work Share data. Work Share history will allow Staff to view changes over time.

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A.71	Manage Federal Programs	Manage Work Share Program	The solution will provide the ability for Employers to maintain the details of an existing Work Share program, as constrained by the State's business rules.	uFACTS Work Share module will collect and store plan details including dates, work units included in the plan, list of participates, details on reduction, hours, etc. Employer and Staff will be able to maintain Work Share data. Work Share history will allow Staff to view changes over time. Data allows to be modified will be based on State business rules. Work items will be generated based on the change and business rules for when modifications require Staff review and approval.
A.72	Manage Federal Programs	Manage Work Share Program	The solution will create a work item associated with Employer updates to an existing Work Share program and allow staff to process the certifications (e.g., modify existing Work Share Program or back date the existing program to process certifications)	uFACTS solution will create workflows for newly created plans but also for plans that get modified. The modification workflow contains the exact information of what has been modified making it easier for staff to distinguish and approve/deny accordingly. Also, the Work Share module will allow for backdating plans or participation employee dates based on business rules. Both the Staff and Employers will have the option to certify weeks where screens have been designed using a tabular format to make it quick and efficient and ease of use by both parties.
A.73	Manage Federal Programs	Manage Work Share Program	The solution will allow the Employers to submit new registration if their eligibility	uFACTS Work Share module will include rules for continued eligibility and Work Share plan compliance. The solution will automatically revoke plan approval based on business rules or generate a work item to staff for review. The solution will allow for a plan to be withdrawn. Employers

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			changes or continued compliance for maintaining their status with Work Share.	receive notification of plan status such as the denial of a plan, the revocation of an existing plan. Notifications include appeals rights and employer can appeal the decision. Employers will be able to file new plans, modify existing plans or request to reopen a revoked plan. Plan submissions, modification or request for reopen will create a work item for staff review and approval based on business rules.
A.74	Manage Federal Programs	Manage Work Share Program	The solution will notify the Employer for re-application in the event Work Share program expires.	Employers will be notified when their Work Share plan expires. They will be allowed to file a new plan. The new plan submission will generate a work item for staff review and approval or denial.
A.75	Manage Federal Programs	Manage Work Share Program	The solution will provide the ability for State staff to look up in the solution whether a Claimant is a participant in a Work Share program.	uFACTS Work Share will include a participant list. The lists is available to be viewed and modified by both Employers and Staff. The participant list includes participant details such as name, SSN, dates of participation, work reduction details.
A.76	Manage Federal Programs	Manage Work Share Program	The solution will generate the certification list and notify an Employer to	uFACTS creates the weekly certifications list for employers to certify for plan participants. Employers receive certification reminders based on business rules.

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			file their Work Share certification.	
A.77	Manage Federal Programs	Manage Work Share Program	The solution will provide the ability for Employers to file Work Share certifications according to the State's business rules.	Business rules determine the data required to be submitted for weekly certifications. uFACTS will allow employer to submit weekly certification data. Screens are tabular format to allow data entry in a quick, easy and efficient manner.
A.78	Manage Federal Programs	Manage Work Share Program	The solution will process electronically filed Work Share certification files.	uFACTS Work Share module will allow employers to submit certification data manually or by electronic file through the online portal.
A.79	Manage Federal Programs	Manage Work Share Program	The solution will provide the ability for Employers to update existing Work Share certifications (e.g., updates to hours, timeliness) in accordance with the State's business rules.	uFACTS role-based security will support rules on what data can be updated and by whom, the editing functionality to update hours, timeliness, will be provided to those with appropriate security roles. Authorized Employer and Staff modify data. The modification will create an issue for adjudication by appropriate staff. Once the work item is determined ready to work, it will be routed for staff review and adjudication. The adjudication decision will trigger any downstream processes such as the re-evaluation of payments to determine if an under or overpayment exists.

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A.80	Manage Federal Programs	Manage Work Share Program	The solution will provide the ability for State staff to update and process existing Work Share certifications in accordance with the State's business rules (e.g., pay missed certifications and or reverse same day certification).	uFACTS role-based security will support rules on what data can be updated and by whom, the editing functionality to update hours, timeliness, will be provided to those with appropriate security roles. Authorized Employer and Staff modify data. The modification will create an issue for adjudication by appropriate staff. Once the work item is determined ready to work, it will be routed for staff review and adjudication. The adjudication decision will trigger any downstream processes such as the re-evaluation of payments to determine if an under or overpayment exists.
A.81	Manage Federal Programs	Manage Work Share Program	The solution will generate the appropriate issue record(s), assign work item(s) to the appropriate work queue(s), generate the appropriate notification(s) for State staff if there is an issue with a Work Share certification (e.g., open	Work Share certifications will be processed using the defined business rules, issues will be detected and established based on those rules and the associated work items generated and routed to the appropriate work queue. Fact-finding questionnaires will be generated, and all parties notified. The work item will be routed to Work Share staff when it is ready to work. Staff will adjudicate the issue which will generate a decision. Downstream processes will be initiated based on the issue adjudication process including re-evaluation of payment to determine if an underpayment or overpayment exists. If an overpayment is established appropriate collections processes will be initiated.

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			issues regarding overpayments, and ability to generate a decision for restitution owed).	
A.82	Manage Federal Programs	Manage Work Share Program	The solution will initiate payment processes for Work Share program participants based on the certification approval and notify the employees.	Work Share certifications, once approved, will be processed by the uFACTS payment module. Work Share payment rules will be applied, and payments issued accordingly. Work Share plan participates will receive notification that the payment has been processed. Plan participates will be able to access their claim via the claimant portal and view their claim at any time.
A.83	Manage Federal Programs	Manage Work Share Program	The solution will allow the Employer to submit Work Opportunity Tax Credit (WOTC) Program application online.	uFACTS WOTC module will support an employer's ability to submit WOTC Program applications online. uFACTS will contain business rules necessary to validate data entered against program rules. A work item will be generated upon receipt of an application. The work item will be routed to appropriate staff for review, approval, denial or request for additional information.

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A.84	Manage Federal Programs	Manage Work Share Program	The solution will allow the Employer to submit all the documentation and forms for WOTC online (e.g., IRS 8850, ETA 9061).	uFACTS WOTC module will allow employers to upload and submit all documentation required to support WOTC applications and reporting requirements including the IRS 8850 and ETA 9061. Documentation will be attached to the Employer Account and will be available to staff for viewing during the application approval process.
A.85	Manage Federal Programs	Manage Work Share Program	The solution will allow the State Staff to manage and track the WOTC applications based on the DOL guidelines and requirements.	uFACTS WOTC module will allow State staff to track and manage WOTC applications based on US DOL guidelines and requirements.
A.86	Manage Collections	Determine and Manage Claimant Overpayments	The solution will have the ability to accept and process waivers per the State's business rules (RSW)	uFACTS Collections Module will include processes for overpayment waivers. Claimants can submit a waiver request and provide the necessary information for staff to issue a determination. Receipt of waiver requests results in the creation of a work item. Work items along with all documentations for the waiver to staff for determination based on the State’s business rules.
A.87	Manage Collections	Manage Delinquent Employers /	The solution will accurately bill Reimbursable	uFACTS will integrate the claim monetary module, payment module and benefit charge modules to determine appropriate benefit charging for each payment issued. All changes in monetary or non-monetary determinations

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		Reimbursable Billing	Employers based on the State's business rules and schedules (e.g., quarterly, annually).	that impact prior benefit payments result in re-evaluation of the weeks, benefit charges are also adjusted as payments are adjusted based on business rules. Reimbursable Employer Benefit Charge statements (bill) are produced from the detail records according to State business rules and schedule (e.g., monthly, quarterly, annually). Reimbursable Employer Benefit Charge Bills are delivered to Employers per the preferred delivery method, electronically or mail. Bills are available online to the Employer or Staff for viewing and printing.
A.88	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will determine bonding requirements for Reimbursable Employers based on State's business rules.	uFACTS will contain Reimbursable Surety Bond module. The module will determine Employer bonding requirements based on the State's business rules. Reimbursable Employers are notified of required bonding requirements along with acceptable forms of surety. Employers will be able to submit their bond requirements by mail, fax or document upload. A work item is created to allow staff to review, approve, or deny an Employer's bond submission. Once appropriate surety has been received, staff can enter details to the Employer Account. uFACTS will then monitor for the renewal process.
A.89	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will manage (track, report on, and handle expiration/renewal) bonding requirements (e.g., promissory notes)	uFACTS Surety Bond module will monitor bonds for expiration dates. Employers are notified of renewal of the requirements including, new bond requirements, forms of acceptable surety, and due date. uFACTS monitors for receipt of renewal documents and generates a work items for staff review, approval, denial or request for additional information. Employers are able to respond to the request online and upload required documentation.

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			for Reimbursable Employers.	If renewal documents are not received in a timely manner, a work item is created and routed to staff. Staff are then able to determine appropriate next steps such as sending a second request, calling the employer, etc. or revoking reimbursing status.
A.90	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will manage and automate conversions (reimbursing to contributing and vice versa) based on Employer preferences/election, including all relevant tax/billing impacts.	uFACTS automatically handles the modification of payment method from contributory to reimbursing and reimbursing to contributory for qualifying employers. uFACTS will contain the business rules necessary to support employer requests. Links are only made available during the period allowed for elections and only to eligible employer accounts. uFACTS will also track relevant benefit charging, tax and billing for the Employer based on payment method status during the period.
A.91	Manage Collections	File Liens and Evaluate Levies & Wage Garnishments	The solution will have the ability to provide Payment Plan flexibility. E.g., o Allow authorized State Staff to override payment plan default	uFACTS will allow both Employer and Staff to initiate payment plans. Employer may initiate a payment plan from their online account. uFACTS has separate plan configurations for Employers and Staff. If the Employer is able to accept one of the plans available online, the plan will be automatically approved, and the solution will automatically begin monitoring for plan compliance. If the Employer is unable to accept an online plan, they are able to request a custom plan. A work item is created and routed to staff for custom plan creation. uFACTS has a set of options also available for Staff based on State business rules. Staff will also be able to override plan

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			o Enter Settlement Agreements & Special Payment Plans o Removal of resolved/out of Statute delinquencies on the Bill of Particulars	options. Once a plan is established and approved, uFACTS monitors for plan compliance. Employers are reminded of their payment dates and amounts. Plans not meeting compliance requirements are canceled and notices are generated to both the Employer and Staff. If a plan is canceled for non-compliance uFACTS will allow the Employer to request a new plan but the request will be routed to Staff for review and approval. Staff will be able to view and track the status of all payment plans through the online Payment Plan Report uFACTS will be configured to support the State business rules for Settlements and removed of resolved/out of Statutes delinquencies on the Bill of Particulars.
A.92	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will track and maintain all delinquent accounts that meet specific criteria and allow State Staff to generate reports. E.g., o Report on amount of Interest/Penalty waived	uFACTS tracks and stores detailed accounting records. The database is open and available to query, sort and filter transactions. This feature will allow reports to be run on delinquent accounts meeting specific criteria including the following: Report on amount of Interest/Penalty waived Report amount collected as a result of field visits, settlement agreements, and other legal actions uFACTS will contain a number of financial reports that capture accounting records by type, tax assessed, penalty assessed, interest assessed, benefits charges, adjustment transactions that reduce tax assessments,

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			o Report on amount collected as a result of field visits, settlement agreements, and other legal actions	waiver and write-off of penalty and interest, etc. Existing reports will be configured to capture additional information as well as new reports being configured to meet the State's needs.
A.93	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will provide the ability to distinguish between Employer types and the impacts the above requirements have on different employers.	uFACTS distinguishes between Employer types with business rules included for each type of employers where applicable to each. uFACTS contains detailed records in the database tied to each Employer including Employer type. This data is available for query, sorting and filtering allowing for detailed reports by Employer type.
A.94	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will process automated files of banking activity, including image capture processed by the agency's Lockbox vendor. Images will be retained based on the States retention schedule but can be	uFACTS Employer Payment Processing module includes integration processes that will accept and automatically process files of banking activity including those from third party payment processes and the agency's Lockbox vendor. Additionally, uFACTS Enterprise Content Management will process image capture files transmitted from the agency's Lockbox vendor. Images will be retains based on the State retention schedule and business rules.

A	B	C	D	E
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			extended based on exceptions.	
A.95	Manage Collections	Determine and Manage Claimant Overpayments	The solution will be able to generate automated and manual refunds based on overpayments (e.g., Employer can pay full overpayment balance or a partial amount).	uFACTS will support both automated and manual refund processes. If a credit balance exists on the Employer account, the amount can automatically refunded to the Employer based on business rules. Refunds not meeting automatic refund rules will be routed to Staff for review, approval and release. Regardless of method for refund, uFACTS tracks refund payment made. Details are available for viewing on the Employer Accounts. Report of refunds processed during a specific period of time is will also available for Staff.
A.96	Manage Collections	Manage Delinquent Employers / Reimbursable Billing	The solution will allow State Staff to waive penalty and interest to zero out an account.	uFACTS Collections Processes will allow State Staff to waive penalty and interest including the ability to waiver partial or total penalty and interest amounts.
Benefits Administration				
B.1	Register and Manage Claimant Accounts	Register Claimant Account	The solution will allow the Claimants to register online via the Claimant Portal.	The uFACTS Claimant Portal will allow new claimants to register online prior to the filing of the UI claim and uses the credential provided by the claimant to authenticate the next time the claimant logs into uFACTS. The solution collects various demographic information, such as SSN, First

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				Name, Last Name, Date of Birth (DOB), and Driver's License during the claimant registration process and performs the SSA and DMV authentication via real time web service to authenticate the claimant. In some states, we have integrated third-party validation services (such as ID.me) into the identity verification process to address state-specific requirements.
B.2	Register and Manage Claimant Accounts	Update Claimant Account Information	The solution will allow the Claimant to view account details, submit documents, and make changes to personal demographics and claim information.	The uFACTS solution will provide the ability for authenticated claimants to view their account details once they login to their account. The claimant will be able to view the correspondences, their overall benefits overview, benefits information, upload documents, and view their demographic information. The authenticated claimants will be able to make the changes to demographic information such as Address Information, Contact Preference and details, language preference, dependent information (add/update), work search/occupation information, payment method options and tax deduction selection and other details.
B.3	Register and Manage Claimant Accounts	Update Claimant Account Information	The solution will not allow changes to Claimant account details if fraud has been determined (refer to tab	The solution will have the capability to mark the claimant as fraud based on the parameters set by the state requirements. Once identified as fraudulent, the claimant is unable to update any account details and cannot be paid by the system.

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			C. Program Integrity for related fraud determination requirements, C.12 and C.13).	
B.4	Register and Manage Claimant Accounts	Update Claimant Account Information	The solution will notify the Claimant of changes made online (e.g., changes to Personal Identification Number (PIN), password, address).	The solution will notify the Claimant of changes made online (PIN changes, password change request, address change information and other details based on the state's requirement) via email notification to the verified email address. The solution will also offer the ability to send a notification via mail for certain type of change such as address change.
B.5	Register and Manage Claimant Accounts	Update Claimant Account Information	The solution will allow the State Staff on behalf of Claimants to view and update information associated with their account (e.g., basic account information, demographic	The uFACTS solution will come with pre-configured security roles and function groups. Based on the need of the staff user, the specific role to edit claimant information can be assigned to staff. This gives them the ability to access the set of screens that maintain claimant information. They will then be able to view and update information associated with the claimant's account. The solution will also provide the flexibility to restrict access to specific screens or data elements on a screen so that staff users are not able to view sensitive data such as direct deposit information.

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			information, payment preferences).	
B.6	Register and Manage Claimant Accounts	Maintain Claimant Account	The solution will record and display a history of changes to the Claimant's account and claim(s).	The solution captures Claimant account events and changes (and displays history of changes) performed by either staff, claimant, employer, and system by process types. This will provide an audit trail of anything that has been changed. Some examples include: **Initial Claim.** Captures the details of who filed an application of claim intake and when the application was submitted. **Claimant Maintenance.** Any information updated for the given claimant (e.g., address, contact information, payment method) is captured and displayed. **Monetary.** The event captures details of when the initial monetary was processed with the details of WBA, and MBA. It also captures the redetermination of monetary due to wage updates. **Non-Monetary.** The even captures the details of when and who adjudicated the type of issue and sub type. **Payments.** The event captures different transactions such as when and who completed the request for benefit payment and how much benefit amount was disbursed to the claimant on what date. The solution will also provide the ability for claimants to view certain details whereas staff users with access to the claimant profile screen can view the

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				details of the events. The screenshot below provided the details of the claimant profile details.
B.7	Register and Manage Claimant Accounts	Maintain Claimant Account	The solution will have the ability to archive a claim or Claimant account and later access the archived information.	During the design session, the team will work with the state to define the data archival and retention policy requirements. The solution will support the archival and retention policy as with Azure SQL Database, full back up long-term retention (LTR) will be configured for up to 10 years in Azure Blob storage. After the LTR policy is configured, full backups will automatically be copied to a different storage container on a weekly basis. Contractor will work with the State to determine the retention periods for weekly, monthly, and/or yearly full backups to meet both UIA policy and State requirements. Storage consumption will depend on the selected frequency and retention periods of LTR backups.
B.8	Manage Claimant Applications	Intake Application	The solution will configure the pre-eligibility criteria based on the State's business rules for the Claimant to submit the application (e.g., questions about federal employment and military employment on a claim	The uFACTS solution’s Initial Claim and Weekly Certification process is built based on the guidelines provided by USDOL. During the Initial Claim application, the solution’s collect employment process requires the claimant to provide information about their employment including federal and military employment. For the federal employment, the claimant will be able to select the specific federal agency based on the federal FIC and Destination. For the Military Employment, the claimant will select the branch of service and provide the military dates. Upon completion of the Initial Claim application, the solution assigns a claim type (e.g., Federal Claim, Military Claim, CWC Claim, Commuter Claim,

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			and weekly claim applications, claim types).	Michigan paying claim) and the claim types will be used in several ETA reports. Based on the claim type and program type (regular UI, PUA, Federal extension, State EB, DUA); the weekly certification process prompts specific questions to the claimant that are relevant for that claim and program type. Each state has some state specific requirements to ask during Initial Claim and weekly certification process. Contractor will configure the pre-eligibility criteria to conform to the State rules when the claimant applies for different claim types and program types.
B.9	Manage Claimant Applications	Intake Application	The solution will provide the ability for Claimants to manually file a claim.	The uFACTS solution will provide the ability for the claimant to file a claim via an online portal (with the use of any device – computer, phone, tablet, etc.) or via phone with the contact center representative. In each of our prior implementations, claimants were successfully able to use these two modes of filing a claim even in the case of Disaster Unemployment Assistance (DUA) program. Contractor will support the ability of a claimant to submit a paper claim if the State desires to support this functionality. When a paper application is received, the solution will create a work item after scanning the application to notify the staff to file a claim. The staff user who has been assigned this work item will be able to file a claim by accessing the scanned copy of the paper copy within the work item.

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B.10	Manage Claimant Applications	Intake Application	The solution will allow Claimants to file multiple claims (e.g., Program Types) based on the State's business rules.	The uFACTS solution will come with the Program Eligibility algorithm that's designed and developed to meet the requirements and rules of all Unemployment Insurance program types, including the most recent pandemic programs. The algorithm will use the rules defined per the following business scenarios to establish eligibility/potential eligibility for existing claimants to file new claims: Existing Regular UI Claim Exhausts (claimant can file for federal or state extension or DUA or PUA depending on the eligibility of each program type) Existing Regular UI Claim Expires Eligibility for Extensions Eligibility for Extended Benefits Eligibility for DUA Eligibility for PUA Eligibility for Additional Compensation Program types will be assigned to the claimants based on priority with higher priority programs assigned first. At the benefit year end date of a claim, the solution will check if the claimant is eligible for a new regular UI claim.

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				At every change of quarter, the system will check if any of the special program claimants are eligible for a regular UI claim. The claimant will apply for a regular UI claim at every quarter change if the claimants current program type is extension, DUA, PUA, or TRA and when the regular UI claim has already reached BYE.
B.11	Manage Claimant Applications	Intake Application	The solution will prompt the Claimant to review and certify application information.	The last step 'Review and Submit' of the Intake Application will require the claimant to review the entire application and at the same time provides the ability to edit the information previously entered. The claimant must also certify the accuracy of the information they entered. The screenshot provides the view of the review and submit feature of the solution.
B.12	Determine Claimant Eligibility	Intake Application	The solution will validate Claimant demographic information to Social Security Administration (SSA) or Systematic Alien Verification for Entitlements (SAVE).	The uFACTS solution will trigger SAVE interface during the Claim Intake Process when claimant indicates that he/she is not a citizen. In such cases, the state must establish Alien Verification and Work Authorization through the DHS. Before triggering the interface, the claimant will be required to provide the information of the work authorization code such as I-765, I-551, naturalization certificate, card document number, Aline Number. The information will be sent to DHS via SAVE interface and the response from DHS will be processed by the solution to determine the work authorization. The uFACTS solution will initiate the real-time webservice call via SSA interface to authenticate the claimant's demographic information. The uFACTS solution reads the code from the SSA interface response to the request and identifies the claimant's authentication. If SSA interface returns

A	B	C	D	E
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				a UIQ response Error record that indicates the claimant is not matched, the system creates an issue 'Identity Verification' for the staff to adjudicate.
B.13	Manage Claimant Applications	Request Additional Information	The solution will allow State Staff to manually request additional information via the Claimant's preferred communication method.	uFACTS will provide a custom fact-finding module that provides staff the ability to generate a custom fact finding for the claimant, employer or both depending on the type of the information that is being requested.
B.14	Manage Claimant Applications	Request Additional Information	The solution will have the ability to validate application information upon intake and notify the Claimant if additional information is required before submission can be completed.	The uFACTS solution will include data validation at both the field and the page level and will enforce the validation rules on any data point. The on-screen errors alert the users of potential data validation violations. This process prompts the user to provide the required information before submitting the application. In addition, specific information such as fact-finding will be presented to the claimant for the submission before submitting the claim to make sure the adjudication process starts as soon as the claim is submitted.
B.15	Manage Claimant Applications	Process Application	The solution will process the type of claim based on the State's business rules	**New Claim.** The uFACTS solution Intake module will allow the questions to be configured based on the State's requirements and saves the information provided by claimant during the intake application.

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			and the application information provided by the Claimant (e.g., New Claim, Additional Claim, Reopened Claim, Transitional Claim, (manual) Extended Benefits (state and/or federal))	For Standard UI (STUI) claim that's expired or monetarily ineligible; the solution will present the link to apply for STUI claim to establish the eligibility on this program. **Additional and Reopen Claim.** The solution has configurable business rule to inactivate the claim if the claimant has not certified the request for the weekly benefit payments for two consecutive weeks (the solution will be configured to meet the state's requirements). During this situation the claim becomes Inactive, and the claimant is presented with the 'Reopen' link. During the reopen process; the claimant is presented with the reasoning of the re-open claim due to additional employment etc. If the claim is reopened because of the additional claim employment, the solution will create additional claim separation issue for the adjudication. **Transitional Claim.** When the claimant is collecting the last weekly benefit at the end of the current benefit year period and immediately applies for the new UI claim; the solution verifies the sufficient wage earnings requirement during the year of prior UI claim to start a new claim once the first benefit year period ends. The system sets the issue and marks the claimant as not eligible to establish a valid transitional claim. **Extended Benefits:** Please refer to requirements B.10, and B.22
B.16	Manage Claimant Applications	Process Application	The solution will create an IB4 outgoing request for federal wages when the Claimant has wages	The uFACTS solution will contain determination logic for the assignment of federal civilian wages.

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			in the liable State and the federal wages are assigned to another state.	**Assignment of service and wages.** An individual's federal service/wages will be assigned to the State in which the individual had his or her last official duty station prior to filing a first claim unless: • At the time a first claim is filed; the individual resides in another State in which, after separation from Federal civilian service, the individual performed service covered under the State law, in which case the individual's Federal Civilian service and wages will be assigned to the latter State OR • Prior to filing a first claim an individual's last official duty station was outside the States, in which case the individual's Federal civilian service and Federal wages will be assigned to the State in which the individual resides at the time the individual files a first claim, provided the individual is personally present in a State when the individual files the first claim. Based on the rules above; when 931 response is received; the uFACTS solution will generate an IB4 if federal wages are assignable to another State but are needed on the Michigan claim.
B.17	Manage Claimant Applications	Process Application	The solution will provide the ability for Claimants to request cancellation of a claim.	The solution already has a function to allow authorized staff to withdraw a claim at the request of a claimant. For the claimant to request cancellation of a claim, the uFACTS solution shows a 'Request Claim Cancellation' option to the claimant. If the claimant requests this, the system will create a 'Request for Cancellation' work item that will be routed to staff for processing.

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B.18	Manage Claimant Applications	Process Application	The solution will process the application based on the State's business rules and allow the Claimant to view all the claim information (e.g., effective date, ending date, applied benefit amount, maximum benefit amount, gross weekly benefit amount, balance, payments, claim status).	Upon submission of the claim application, the solution will provide the ability to claimant to view the claim information along with the benefit details per the screenshot below:
B.19	Determine Claimant Eligibility	Determine Monetary and Non-Monetary Eligibility Requirements	The solution will process the application and determine monetary and non-monetary eligibility requirements based on the State's business rules.	The uFACTS monetary eligibility engine is designed and developed to determine the monetary eligibility based on the earnings criteria of each state. But it will always determine the eligibility criteria using the regular base period. For Michigan, the uFACTS solution will be configured to determine the following wage qualification criteria using the standard base period: The claimant must have at least one quarter in which the claimant earned minimum of $3,830.

A	B	C	D	E
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				The claimant must have wages in at least two calendar quarters in the base period. The claimants total base period wages must equal to 1.5 times the highest quarters wages in the base period. If the claimant is deemed ineligible using the standard base period, uFACTS will determine the claimant's eligibility using the alternate base period with the following rules: The clamant must have wages in at least two quarters of the alternate base period. Total wages for all four quarters must equal at least 20 times the stage average weekly wages (SAWW). The uFACTS non-monetary module will be configured to create different type of eligibility issues based on the state's requirements and specific events. The solution will also auto-adjudicate the issue based on the state's needs and requirements. The solution will be configured to meet the State's business rules.
B.20	Determine Claimant Eligibility	Determine Monetary and Non-Monetary Eligibility	The solution will provide the ability for State Staff to enter and edit notes related to the Claimant's monetary	Non-Monetary Determination: During the adjudication of the non-monetary issue, the solution provides 'Additional Notes' section for staff to enter any notes to go out to the claimant's or employer's determination. Monetary Determination: The solution establishes the claimants monetary when (1) Initial claim application is filed or (2) wage update has redetermined the monetary or (3) any adjudication/redetermination of the non-monetary issue requires a recalculation of the monetary. We work with

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		Requirements	and non-monetary determinations.	the business team during the JAD sessions to identify the messages to be populated on monetary determination. Based on the combinations, the solution auto-populates the text to the claimant's monetary determination. The solution will provide the ability to the business user to update the determination text using the text editor. In addition, staff will be able to add a note related to any event within the claimant profile using the "Add Note" feature.
B.21	Determine Claimant Eligibility	Determine Monetary and Non-Monetary Eligibility Requirements	The solution will have the ability to cross-check the Claimant application existing claims and wages in different States.	During the claim intake process, the uFACTS solution will integrate with ICON (only if the claimant is SSA authenticated) via two real time webservices interfaces: **SIDI.** This interface provides the details of the claimant's available wages in different states. **IBIQ.** This interface provides the details of the valid claim filed by the claimant in another state with the information of WBA, MBA, available balance, OP amount, etc.
B.22	Determine Claimant Eligibility	Calculate Claimant Benefit Amount and Duration	The solution will determine and record monetary and non-monetary eligibility, weekly benefit amount, and maximum benefit award for all claim	**Monetary Eligibility.** The solution determines the monetary eligibility, WBA, and MBA for Regular UI claim based on the wages the claimant earned in the Regular Base period (uses the first four of the last five completed quarters prior to the claim effective date) or in the Alternate Base period (the last four completed quarters prior to the claim effective date). The solution gets the wages for the Michigan employers from the tax and wage reports reported by employers every quarter. The solutions integrate

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			types, based on the State's business rules and wage data from a variety of sources (e.g., employer tax and wage reports, information received via the ICON interface).	with the ICON via IB4, 931/934, and DD214 interfaces to request the wages from Out-of-State, Federal, and Military employers respectively. *For the Federal Extension, State EB, PUA, and DUA programs.* The solution provides the configurable eligibility parameters to set based on the statutes and UIPLs. The screenshot below is an example of setting up the Federal Extension Program and the solution will set the monetary records for the claimants eligible for the extension program based on the Eligibility Formulas provided while setting up the program: **Non-Monetary Eligibility.** The solution will set the non-monetary issue based on the state requirements during the claim intake, weekly certification, re-open claim process. The staff user has an ability to set certain non-monetary issues manually. The adjudication process guides the adjudicator to select the specific rationales to determine the eligibility of the non-monetary issue. Once the issue is adjudicated, the decision of the issue will have an impact on a claim eligibility to receive the benefits.
B.23	Determine Claimant Eligibility	Calculate Claimant Benefit Amount and Duration	The solution will notify the Claimant regarding monetary and non-monetary determinations.	The uFACTS solution will come with a correspondence engine that triggers the correspondence notifications to the claimant based on the specific set of events. The solution generates the monetary and non-monetary determinations upon establishing the eligible or ineligible monetary or adjudicating the issue and notify the claimant of the determinations by sending the correspondence print file to the print and mail room via interface.

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B.24	Determine Claimant Eligibility	Calculate Claimant Benefit Amount and Duration	The solution will provide the ability for State Staff to calculate and view benefit estimates based on eligibility requirements (e.g., number of dependents, base period).	The solution will provide staff access to the Premonetary Estimates Screen where staff will be able to use existing claim effective date, Standard base period, and existing employer information including wages to calculate the current benefits. The staff will be able to stage the data based on the claimant's requirement to calculate the potential benefits on standard as well as alternate base period. The changes will not be final and will not be applied to the claimant's account.
B.25	Determine Claimant Eligibility	Calculate Continued Claimant Eligibility	The solution will redetermine and record the monetary eligibility based on the State's business rules if there are changes to the wages and base periods.	The wage adjustment process of the solution will redetermine the claimant's monetary eligibility using the adjusted wages of the base period. The solution will create a new monetary record (making the prior monetary record inactive but available for the staff member to view the detail) with the new WBA and MBA. Similarly, when the claimant's base period is changed to Alternate due to claimant's ineligibility in the regular base period, the solution will create the new monetary record with the updated base period quarters and use the wages of the new base period quarters to establish monetary eligibility and calculate new WBA and MBA.
B.26	Determine Claimant Eligibility	Manage Adjudication	The solution will have the ability to create non-monetary issue record(s) for adjudication, assign	The non-monetary process begins when an issue is created through claims filing (Initial, Additional & Reopens), weekly certifications or when fact finding is received from claimant/employer. All relevant data is captured upon issue creation, such as type of issue, timely first pay date (if applicable), issue timely date, detection date, start

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			work item(s) to the appropriate work queue(s), and generate the appropriate notification(s) for State Staff. The solution will associate all relevant data and documents with the non-monetary issue record.	and end dates, determination date, as well as employer name and account number (if applicable to the issue). Often the details of an issue aren't how they remain at the time it becomes resolved. For example, if the claimant indicated lack of work when filing a claim but through fact finding it's determined the claimant was discharged for attendance, the issue details can be modified by updating the issue to attendance so that the proper decision can be rendered. uFACTS will integrate with workflow to intelligently route issues to an adjudicator's workflow inbox. This process detects which issue is the best fit for an adjudicator using criteria such as the priority of the issue to the business, the skill set of the adjudicator, the issue status (ready to work), and the timeliness due date of the issue. uFACTS provides a flexible, table driven approach which allows UI agencies to easily configure how issues are prioritized and routed to adjudicators. Upon receipt of fact finding and any supporting documentation, uFACTS attaches them to the associated issue. When a determination is made, a notice is sent to the interested parties and stored with the issue.
B.27	Determine Claimant Eligibility	Manage Adjudication	The solution will track all relevant data and documents with the non-monetary issue record.	Upon issue detection, uFACTS tracks issue timeliness, through Timely First Pay and Issue Timely dates. In addition, any document that is sent pertaining to an issue record is tracked by uFACTS. uFACTS tracks the details of who sent it and who it is sent too. Fact Finding that is generated and distributed to the claimant and employer is tracked with pre-defined and user defined due dates. If the fact finding is not submitted by the due dates,

A	B	C	D	E
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				the issue becomes ready to work and assigned to the next available adjudicator. This allows timely processing of issues. Issue details data, when updated, is tracked through User provided notes to document why Staff made the update to the data that was set by pre-defined business rules or chose the course of action taken on the issue. Tracking of due dates and data updates assist in quality review checks whether those are internal for training purposes or required by USDOL, for example, Benefit Timeliness Quality reviews. Any documentation uploaded by the claimant and employer is associated to the corresponding issue for easy access to the adjudicator during the adjudication process.
B.28	Determine Claimant Eligibility	Manage Adjudication	The solution will provide the ability for State Staff to manually create issue records for adjudication and flag any duplicate issues.	uFACTS will allow authorized Staff to create issues as appropriate. New issues can be detected through review of fact-finding documents, through phone conversations, appeals hearings, as well as quality review checks (BAM, BTQ, Fraud). To create a new issue, Staff will navigate to the uFACTS Create New Issue screen. Once there, Staff will be prompted to complete required and optional fields (based on business rules). Creation of the issue will generate the appropriate fact finding to the interested parties, or staff can suppress the fact finding as appropriate. uFACTS will check if there is an existing issue that matches another issue based on rule defined issue attributes to not create duplicate issues.

A	B	C	D	E
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B.29	Determine Claimant Eligibility	Manage Adjudication	The solution will stop the weekly benefit payment processes based on State's business rules.	uFACTS stops weekly benefit payment processes predominately through issue creation and issue adjudication/appeals decisions: Issue Creation – when an issue is created it can be pre-defined to hold payment until the issue is resolved. Staff also have the capability to modify an issue hold payment status when necessary. When a claimant certifies weekly, the status of those certifications will be 'Pending Issue', keeping both Staff and Claimants informed on the status of payments. Issue Adjudication/Appeals decision – when an issue is adjudicated that negatively impacts the claimant, the claimant when they certify weekly will not receive benefits or will receive reduced benefits because of the determination. This can be in the form of weekly postponement of benefits due to a separation, reduced benefits because of a pension deduction, or program denial if the claimant does not meet the qualifications for the program. Appeals can reverse eligibility decisions or change deductions which will impact the claimant's entitlement to benefits. In the case of postponements, the status of the weekly certification is 'Week Denied', while a program denial can outright prohibit the claimant's capability to certify weekly. How postponements and denials affect the weekly benefit payment processes will be driven by State defined business rules. The solution will be configured to meet the State's business rules.

A	B	C	D	E
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B.30	Determine Claimant Eligibility	Manage Adjudication	The solution will have the ability to resolve issues based on the updated Claimant information.	The uFACTS solution will provide multiple ways of resolving issues automatically to automate and effectively manage the adjudication process and reduce the staff workload. **Receipt of Pending Fact-Finding:** uFACTS puts the issues that are waiting for the fact-finding receipt from claimant/employer to the Pre-adjustment queue (i.e., issues not ready to be assigned to the adjudicator). Upon receipt of the fact-finding within the specified due date, the issue is routed to the specific issue sub-type queue and from there the issue is toured to the adjudicator based on the process explained in B.26 for adjudication. **Auto-Adjudication:** uFACTS comes with the pre-configured ability to auto-adjudicate the issues based on the response of the information from the claimant or claimant and employer depending on single party/double party issue. The process can be configured to include state specific requirements of the auto-adjudication to resolve issues based on the response from claimant and employer.
B.31	Determine Claimant Eligibility	Calculate Claimant Benefit Amount and Duration	The solution will calculate, record, and apply reductions to the weekly benefit amount, in order of precedence as required by the state (e.g., taxes, child	uFACTS already has the preconfigured capability to apply the deductions to the claimants authorized amount. Contractor will work with the state SMEs to determine the state rules of deductions and configure the solution accordingly. For example, you can set up the claimants' authorized amount as per the below rules:

A	B	C	D	E
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			support, offsets for overpayments).	**Authorized Amount** = Weekly Benefit Payment – (Earning Deduction + Pension Deduction + Other Deductible Income) If the claimant has any Additional or FAC Payment, then the **Calculated Authorized Amount** = Authorized Amount + FAC Payment + Total Additional Payments (If Applicable) Now is the time to apply child support deduction, overpayment offset payment, Federal and State Tax Withholding. Therefore, The **Total Deductions** = Child Support Payment + Michigan Overpayment Offset Payment + Out of State Overpayment Offset Payment + Federal Tax Withholding Payment + State Tax Withholding Payment Therefore, The **Total Weekly Payment Amount** = Calculated Authorized Amount – Total Deductions The hierarchy of the benefit calculations and deductions will be configured based on the State's requirements.
B.32	Determine Claimant Eligibility	Calculate Claimant Benefit Amount and Duration	The solution will notify the appropriate agencies of the relevant deductions (e.g., IRS, Child Support, UIA Overpayment Unit).	The solution will come with pre-built interfaces to these agencies that transmits the deduction data. The interface format will be configured based on the states needs as required.

A	B	C	D	E
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B.33	Determine Claimant Eligibility	Calculate Claimant Benefit Amount and Duration	The solution will calculate and record the final weekly benefit payment amount in accordance with the State's business rules and notify the Claimant.	The solution meets this requirement per the explanation provided in the requirement B.31 above. In addition, the solution will notify the claimant via email notification to check the payment status of the weekly certification once the payment is sent to the bank. The solution will be configured to meet the State's business rules.
B.34	Determine Claimant Eligibility	Manage Claimant Certifications	The solution will provide the ability for Claimants to file weekly certifications on eligible claims and eligible weeks and allow Claimants to upload supporting documentation in association with weekly certifications.	The uFACTS Request Benefit Payment module will include functionality that processes weekly claim certifications for UI programs. It is tightly integrated with the Monetary, Adjudication, Determine Correct Path, and Appeals processes, by only allowing claimants who are monetarily eligible to certify. uFACTS will accurately process certifications for benefit payment requests across multiple programs through high-volume economic downturns. uFACTS will provide an integrated framework solution to accept and process weekly continued claim certifications for standard UI. In addition, uFACTS will accommodate processing continued claim certifications for alternative programs, such as federal extensions, extended benefits, DUA, PUA, and TRA, and will be customized to handle ATAA/RTAA and any other state-specific special programs based on a claimant's unique circumstances. The system will display the questions based on the current program type of the claimant. It accepts the weekly certifications by different methods, such online, and mobile. With the built in UI program intelligence of the uFACTS Solution, the solution will

A	B	C	D	E
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				automatically detect the program for which the claimant is submitting his/her request. This will be possible by comparing the period being requested with the monetary dates of the programs associated with the claim. During this process, the solution presents the fact finding information screen for the claimant to provide the additional information related to reported earnings or additional employment. The process also allows the claimant to upload additional documentation while submitting the fact finding.
B.35	Determine Claimant Eligibility	Manage Claimant Certifications	The solution will provide the ability for Claimants to update demographic information during the weekly certification process.	When the claimant logs into the claimant portal to perform a weekly certification, the claimant has the ability to update demographic information by navigating to the 'View and Maintain Contact Information' page. The uFACTS solution will provide the ability to authenticated claimants to view the account details by login to their account. The claimant will be able to view the correspondences, their overall benefits overview, benefits information, upload documents, and view the demographic information. The authenticated claimants will be able to make the changes to the demographic information such as Address Information, Contact Preference and details, language preference, dependent information (add/update), work search/occupation information, payment method options and tax deduction selection and other details.

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B.36	Determine Claimant Eligibility	Manage Claimant Certifications	The solution will determine if an additional initial claim needs to be reported after claimants complete weekly certifications.	The uFACTS solutions weekly claim certification process requires the claimant to report additional employment and as part of that additional employment, the claimant is required to provide the separation information from the additional employment. The completion of the weekly certification process of the given week will result in the additional claim separation issue to determine the claimant's eligibility to receive the benefits during the period of an additional employment.
B.37	Determine Claimant Eligibility	Manage Claimant Certifications	The system will allow Claimants to track and certify their work search activities.	The solution will provide a weekly work search log built into the weekly certification process. The work search log is a series of screens that is designed to address several areas: The following screen presents that work search auditing can be done simply and thoroughly by staff. . The information being gathered can be shared with the workforce system, or incorporated into interfaces with the workforce system, to help provide information for job marketing campaigns for Wagner-Peyser and WIOA career counselors aimed at reducing UI exhaustion rates. The application also gives the claimant a chance to plan their upcoming weeks work search activities. This is a behavioral science technique where making a plan and affirming your plan increases follow through, driving claimants to push harder to find new employment.

A	B	C	D	E
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				The solution provides the view to the claimant to view their prior certified weeks.
B.38	Determine Claimant Eligibility	Calculate Claimant Benefit Amount and Duration	The solution will make updates to wage records by marking wages as used and identifying the state for which they are being used.	Upon establishing an eligible monetary, the system will update the wages used in the calculation of the claimant's monetary as used as explained below: For the Instate contributory and reimbursable employers, the system will mark the quarter and wages used in the calculation of the claimants monetary as used with the Michigan STATE FIPS CODE For the CWC claim, the solution will update the state FIPS code of the out-of-state whose wages are received via IB4 and used in the claimant's monetary For the Federal and Military claims, once the wages are marked as used, the solution will update the Michigan state's FIPS code as the state has assigned the wage usability by paying the claimants benefits in the State.
B.39	Manage Benefit Appeals	Track and Manage Appeal Decisions	The solution will provide the ability for State Staff and Claimants to track and view various stages of protests or appeals online including deadlines.(e.g., pending	uFACTS appeals will be tightly integrated with the non-monetary adjudication module. For Staff, they can track and view the various stages of protests or appeals at the issue level within a claimant/employer account. At adjudication those details are viewable on the Issue Details screen and for appeals levels it's viewable on the Appeal Details screen as shown in figure below. Both are accessed within the issue and displayed depending on where the issue is at or has been within its life cycle. The details that are viewable on those

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			adjudication, pending fact-finding).	screens include, but are not limited to, issue creation date, issue detection date, determination date, timeliness dates, when it was appealed, and who appealed it. The sequence history section on the issue and appeals details screen provides the history of the issue throughout the levels of adjudication/appeals and allows Staff to view the details of each level by selecting the level they want to view. Once appealed a new sequence is added and becomes the default level when viewing the issue. For Claimants and Employers, they can access their issues through the uFACTS Determination and Issues Summary screen located within their account as shown in the following figure. This screen lists out the issues that have been addressed or pending on their claim, from adjudication to appeals. Once an issue is selected, it will bring the claimant to additional details of the issue depending on the current level and status of the issue.
B.40	Manage Benefit Appeals	Track and Manage Appeal Decisions	The solution will provide the ability for State Staff to record the decision of the protest or appeal and close the associated task and	Appeal decisions can be executed at any appeal level in uFACTS based on the appropriate level of jurisdiction. To enter a decision in uFACTS, staff will follow prompts based on the type of issue under appeal, such as earnings amounts, pension amounts, and what effects the decision will have on the claim. Staff can also indicate claimant fraud as appropriate. uFACTS pre-populates elements in the decision template relating to relevant issue(s),

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			issue a notice to the Claimant.	statutes, and other information about the appeal based on entries the hearing officer makes and other information already captured in the case file. uFACTS captures text entries for the case summary, findings of fact and conclusions of law, and other portions of the decision template as appropriate based on the nature of the decision, while allowing edits to pre-populated elements as appropriate. Edits to decision text are supported natively through a web-based text editor with word-processing functions, including font type and size, formatting, and spellcheck. Upon submission of the decision, if applicable, a notice will be sent to the appeal participants notifying them of the decision and any further rights they may have to protest that decision. uFACTS will subsequently close out the workflow task associated to issuing a decision.
B.41	Manage Benefit Appeals	Track and Manage Appeal Decisions	The solution will not allow the involved party to appeal a decision until the official decision letter has been postmarked.	Appeals will be able to be filed online (via self-service), by mail, fax, phone, or in-person. uFACTS will accept each method, as State law and policy allow. Decisions are captured in real-time while its effects on the system and generation of notices are processed in nightly batches. Since decisions are reflected in uFACTS as soon as they are made, the affected party view the outcome immediately after. uFACTS will include the affected party view the decision before allowing them to appeal. This serves two important purposes: Informs the affected party of the reason for decision so that the party can make an informed decision prior to appealing.

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				Decisions can be modified the day they are made in case corrections are warranted. uFACTS prevents appeals that day so the State can be certain that that's the decision that was intended to be made. Since the official decision letter would be generated through the nightly batches that doesn't always mean it will be postmarked the next day for mailing. uFACTS will be configured to prevent appeals until postmarked based on State defined business rules.
B.42	Manage Benefit Appeals	Track and Manage Appeal Decisions	The solution will have case management capabilities for managing and tracking all documents related to the Claimant appeals.	Upon filing of an appeal by the appellant or staff on their behalf, uFACTS creates an electronic docket and case file. The electronic case file brings together pertinent information and documentation from the claim and/or employer account, such as the initial claim application, fact finding, and original determination(s) made prior to the appeal. Additional documents are added over the life of an appeal, such as subpoenas, appeals notices and acknowledgments, notices of hearing, hearing recordings, and eventually a decision. uFACTS's document management integration handles automated creation of the initial case file and the ongoing addition of regularly generated procedural documents. Staff, the appellant and, if a two-party issue, the non-appellant can also upload one or more documents to the appeal case file as needed. Staff can review any submitted documents for inclusion in the case file and may include or omit them as appropriate. Staff also mark which files the appeal participants can access in the appeal case file.

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				Each document stored in the case file is associated with an exhibit number for easy reference, and staff can renumber or re-order documents, as needed. The case file also contains functionality to export one or all the exhibits into a single document for download and distribution to appeal participants. Documents reside in the appeal case file for retrieval and review and remain available for reference after the appeal's disposal.
B.43	Manage Benefit Appeals	Intake and Review Appeals	The solution will provide the ability for Claimants to submit and view protest or appeal requests online based on the State's business rules.	The Determination and Issue Summary screen, shown in B.39, is where claimants can access an issue to appeal and view their issue history. Claimants will select on the issue identification number to view their determination and file an appeal, if applicable, from the Eligibility Determination screen. Once an issue is appealed, the level of the issue will be updated to reflect the appeal authority and the status will be updated to pending. If the issue identification number is selected while the issue is at appeals, the claimant will navigate to the same Eligibility Determination screen but now with appeal information and available actions.
B.44	Manage Benefit Appeals	Process Appeals	The solution will create a protest or appeal record with all associated data and documents, assign work item(s) to the	Once a valid request for an appeal is filed, a new pending appeal is created in uFACTS represented as the Appeal Details screen for the issue. The Appeal Details screen, is where Staff can view the associated data and documents for the appeal. The pending appeal is tracked and represented as a higher level of the underlying determination, using the same issue ID to simplify coordination and communication throughout the life cycle of both

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			appropriate work queue(s), and generate the appropriate notification(s) for State Staff (e.g., Legal).	the appeal and the issue more broadly. For each subsequent administrative or judicial level of an issue, the issue ID is appended with a new sequence number at the end to uniquely identify it. Once the appeal is accepted, a unique case number is assigned to the appeal to meet character or formatting requirements for case numbering. The Appeal Detail screen is where Staff will take various actions on the appeal such as, submitting an appeal decision and withdrawing/dismissing an appeal. Although these actions can be acted upon directly from the Appeal Details screen, uFACTS will create workflow tasks for Staff based on what's requested from the appeal participants or based on what is the next stage of the appeal. For example, if a claimant submits a request to file an appeal via a submitted appeal request document, a workflow task is created notifying authorized Staff to act on the request.
B.45	Manage Benefit Appeals	Process Appeals	The solution will manage chargeability protests and assign work item(s) based on the State's business rules and notify determinations to the Employers.	uFACTS will allow Employers to protest their charges. uFACTS will create a Chargeability Protest workflow task to track and manage the protest. Workflow tasks will be assigned to authorized staff to take action on the protest. Once a decision is rendered on the charge protest, appropriate determinations will be sent informing Employers of the outcome. If that decisions affects chargeability, uFACTS will take the action necessary to update employer records as appropriate in accordance with the State's decision.

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B.46	Manage Benefit Appeals	Process Appeals	The solution will provide the ability for State Staff to record the decision of the chargeability protest and close the associated task and issue a notice to the Employer.	uFACTS will record the decision of the chargeability protest for future reference, viewable by Staff and the protesting employer. Upon submission of the decision, the workflow task will close, and a notice will be issued to the employer. Distribution of the decision will be based on the correspondence preference of the employer, whether that be online or by mail. Even if by mail, an electronic copy will be available for the employer to view within their online account.
B.47	Manage Benefit Appeals	Process Appeals	The solution will have the ability to process all appeal requests and notifications based on the State's business rules.	uFACTS will process the appeal requests and notifications based on State's business rules. Previous requirements discuss in detail uFACTS appeal processing and notification generation.
B.48	Process UI Benefit Payments	Distribute Benefits to Eligible Claimants	The solution will provide the ability for Claimants to select different payment options for collecting their benefits (e.g., direct deposit or state-issued debit card).	During the Claim Intake process, the claimant is presented with the option to select the preferred method payment. The solution will provide for two methods: (1) Direct Deposit, (2) Debit Card.

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B.49	Process UI Benefit Payments	Distribute Benefits to Eligible Claimants	The solution will have the ability to process and issue benefit payments based on Claimant's payment preference.	Based on the claimant's selection of the payment method on the file, the system processes the claimant's payments for every week the claimant has certified the week for the request of the benefit payment per the below process: For the Direct Deposit Method: If the claimant selects Direct Deposit option; the solution will have the capability to validate the routing numbers and the bank account numbers. It also provides the feature of validating the details against the fraud account details. Once the account details are verified, the account detail is sent to the bank via interface. For the debit card selection, the solution sends the details of the claimant's demographic information to the bank via interface and update the details of the valid debit card information to the claimant account details upon receipt of the issuance of valid debit card detail from the bank. The solution uses the most recent (and active) selection of the claimant's payment method in consideration while issuing the payment details via the bank interface.
B.50	Process UI Benefit Payments	Distribute Benefits to Eligible Claimants	The solution have the ability to modify and update Claimant payment options.	For the authenticated and non-fraud claimants, the solution will provide an ability to staff and claimant to update the payment selection method from the direct deposit to debit card or from debit card to direct.

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B.51	Process UI Benefit Payments	Recalculate Benefit Amount	The solution will have the ability to automatically recalculate monetary eligibility and Employer chargeability when changes occur on a claim (e.g., wages are added, removed, corrected, or transferred, employer account changes).	The Benefit Charging module of uFACTS provides a configurable framework to charge employers based on the employer type and program type. The module automatically takes care of the adjustment of the charges based on the overpayments, repayments, monetary redetermination, adjustments to separation adjudication, and any appeals case that reverses the original adjudication decision. The very first step in the benefit charging process is to calculate the benefit charges when a claim is established with the valid monetary and create a potential charge record based on the employer types within the claim. uFACTS identifies different employer types within the claim (i.e., contributory, reimbursable, CWC, UCX, UCFE) and establishes the charge record in the accordance of the state and interstate agreement rules. Once the claimant has been paid for the week(s), the solution applies the potential charges to an actual employer based on the charging order, percentage, and schedule created at the time of establishment of the potential charge record. This is a daily process where the claimants are paid benefits and employers are charged. For any adjustments to the wages that initiates the monetary redetermination; the solution will establish the new charge schedule based on the wages used in the calculation of the new monetary benefits. The new charge schedule is used to re-adjust the prior week's charges and to charge to employers for any new benefits paid to the claimant from the recalculation of the monetary.

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B.52	Process UI Benefit Payments	Distribute Benefits to Eligible Claimants	The solution will have the ability to validate payments from the financial institutions and generate notifications if the payments are not processed.	The uFACTS solution will have the pre-build interfaces to processes the daily confirmation file received from the bank and creates a rejected payment notification to claimant whose payments were not processed by the bank and rejected due to the incorrect bank details.
B.53	Process UI Benefit Payments	Manage IRS Claimant Tax Forms (e.g., 1099-G)	The solution will allow the State Staff to view templates related to 1099-G.	The solution will generate the 1099g template when requested by the state user. Each year, the IRS publishes any specific changes to the 1099g template, and the state user will notify the changes to be implemented to the operations team. The solution will provide the ability to readily make the necessary changes to 1099g template to be in compliant with the IRS regulations.
B.54	Process UI Benefit Payments	Manage IRS Claimant Tax Forms (e.g., 1099-G)	The solution will allow the State Staff to generate, review and approve the 1099-G register and summary.	The uFACTS solution will provide comprehensive 1099g functionality to execute the entire 1099g process on an ad-hoc basis and provides the ability to view the generated 1099g register and summary reports prior to providing final 1099g approval.
B.55	Process UI Benefit Payments	Manage IRS Claimant	The solution will integrate with IRS for	The solution will provide the pre-build IRS interface that generates the file to send to IRS per the IRS format. For any changes IRS publishes for the

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		Tax Forms (e.g., 1099-G)	collecting all 1099-G information.	upcoming calendar year, the interface format can be readily configured maintain compliance with the IRS publication guidelines.
B.56	Process UI Benefit Payments	Manage IRS Claimant Tax Forms (e.g., 1099-G)	The solution will perform all recalculations, re-generate the export file, and resend 1099-G information for 1099-G forms submitted incorrectly.	The solution will provide the 'Corrected 1099g' functionality that identifies the claimants whose 1099g needs to be regenerated and recalculated based on the updated information. The process can be scheduled by the staff user per the state's requirements and generate the required interface files.
B.57	Process UI Benefit Payments	Manage IRS Claimant Tax Forms (e.g., 1099-G)	The solution will notify Claimants when their 1099-G forms are available and allow Claimants to view their 1099-G forms online for the life of the claim.	The solution will provide two mechanisms to notify the claimant: When 1099g notice is generated, the solution sends an email notification to claimants with a verified email address on the claimant's profile A message is displayed to users for the specific period of time (which can be maintained by the state agency) on the claimant's homepage when claimant logs into the portal and claimant has 1099g available to view. The solution will provide the ability for the claimant to click on the 1099g link for the respective year and view the document for the life of the claim.

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B.58	Process UI Benefit Payments	Manage Overpayments	The solution will identify and record when benefits have been overpaid based on the State's business rules. The solution will associate all relevant documentation with the overpayment (e.g., adjudication determinations, under-reported earnings, appeal decisions), and monitor debt based on collections cycle.	For any overpayment created within the solution, the overpayment is always linked to the corresponding reason such as a non-monetary issue adjudication denial or a reduction in monetary benefits due to monetary redetermination. When the staff is navigates to the Overpayment screen, a detailed view is provided to staff with the information of actual week(s), overpayment amount, and the actual reason of the overpayment creation. Once the overpayment is established, the debt is monitored and managed in the solution as explained below: The claimant is notified via letter of the actual overpayment amount along with the reason. The claimant has an ability to make a payment against the overpayment amount or set up the payment plan and pay the overpayment amount per the payment plan agreement. Adjusting the Debt amount post applying the overpayment repayment amount. Offset the claimant benefits if the debt is not paid by the claimant within the allowed time duration.
B.59	Process UI Benefit Payments	Manage Overpayments	The solution will provide the ability for Claimants to view the overpayment details online.	The claimant can view the details of the overpayment amount using the claimant portal. The staff and the claimant have the same information visible on the overpayment details screen.

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B.60	Process UI Benefit Payments	Manage Overpayments	The solution will provide the ability for Claimants and State Staff to enter appeals for overpayments by mail or online according to the State's business rules, and generate a statement of account letter.	uFACTS sends the determination notice to the claimant (non-monetary decision or monetary decision) each time a rationale/decision is different than the previous decision. In cases where the decision creates an overpayment, the determination letter includes the potential overpayment amount. These determination letters are attached with the appeal rights notice. As an example, if the claimant decides to challenge the non-monetary decision that created an overpayment due to the denial, the claimant sends the Appeal Notice letter via mail or logs into the claimant portal and actually appeal the decision tied/linked to the original overpayment amount.
B.61	Process UI Benefit Payments	Manage Overpayments	The solution will notify the Claimants if they have been overpaid.	The solution will generate the overpayment notice to the claimant when the claimant has established valid overpayment per the state rules and sends it following the claimant’s communication preference.
B.62	Process UI Benefit Payments	Manage Overpayments	The solution will track and manage Interstate Reciprocal Overpayment Recovery Arrangement (IRORA) overpayments.	The solution will provide the ability for staff to enter the IRORA payment amounts received from other state. Once the deposit is created, the solution applies the instate overpayment offset amount followed by the IRORA overpayment offset. The rule can be configured to meet the state’s requirement.

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B.63	Process UI Benefit Payments	Manage Overpayments	The solution will provide the ability for State Staff to enter and submit IRORA requests to other states in order to support the collection of overpayments.	The solution will provide the ability for staff to enter the and submit the debt to refer to the other state, the screenshot below provides the detailed information of the fields staff will enter to collect the debt from the other state. These fields will be configured based on the State's requirements.
B.64	Process UI Benefit Payments	Manage Overpayments	The solution will process and calculate offset based on the State's business rules (e.g., bankruptcy) and deduct the offset amounts from the weekly benefit payments.	The solution will provide overpayment offsets with rules to apply based on the program type, penalty weeks, waiting weeks, offset percentage to apply based on the program types, pending appeals, OP is assigned as 'ICE Referral', applying the offset only on the principal amount vs. penalty and interest. These rules and hierarchy of applying the offset amount to the benefit payment can be configured based on the state rules. The screenshot below provides the summary where the state user can easily set the offset amount percent for any federal and state extension, DUA, TRA, PUA etc.
B.65	Manage Additional UI Tools and Resources	Manage Filings	The solution will be able to integrate with the UI Interstate Connection Network (ICON) to exchange claim, wage, benefit charge,	The solution contains pre-built interfaces (IBIQ, SIDI, WIC) to exchange claim, wage, benefit charge, payment, and overpayment information.

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			payment, and overpayment information.	
B.66	Manage Additional UI Tools and Resources	Manage Filings	The solution will send information to other states via ICON, and receive information from other states via ICON, in order to determine Employer chargeability for Combined Wage Claims (CWCs).	The solution has pre-build IB5 interfaces that sends information to ICON for any chargeability record for Michigan Paying CWC claim established in Michigan. The solution will also accept the Incoming IB5 percentage from the ICON for any CWC Agent claim where Michigan transferred the wages to the other state to establish the CWC paying claim in the state other than Michigan. The interface follows the standard file format requirements laid out by the ICON.
B.67	Manage Additional UI Tools and Resources	Manage Filings	The solution will have the ability to process CWCs requests based on the State's business rules (e.g., IB-4, IB-5, IB-6).	The solution provides functionality to process the CWC requests and use the details available in IB4, IB5, and IB6 to the CWC Paying or CWC transferring claim. These processes will be configured to meet the state specific business rules to determine the usability of the wages, creating specific work items based on the details in IB5/IB6/IB4 etc.
B.68	Manage Additional UI	Manage Filings	The solution will calculate and distribute the appropriate charges	IB6 Outgoing Charges: The solution currently has a quarterly charging process that creates the IB6 billing and sends the charging to all the states

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	Tools and Resources		to Employers based on information received from ICON and the State's business rules.	who have Michigan Paying CWC claim, and the benefit payments were issued to the claimants. IB6 Incoming Charge Statements: The solution accepts the incoming IB6 file from the ICON where Michigan was the agent state and upon successfully processing and reconciling the incoming charges, the system includes these charges to the state's contributory and reimbursable employers whose wages were transferred to the request received from other states. These processes will be configured per the state requirements and rules based on the requirements collected during the design sessions.
B.69	Manage Additional UI Tools and Resources	Manage Filings	The solution will provide the ability for State Staff to update, and delete CWCs.	The solution currently provides an ability to the state staff users to update the CWC claim details by updating the employment details, creating request and response manually. The solution will also provide an ability to send updated IB5 details to the other states to indicate the removal of the out-of-state employers from the claim based on the state requirements and rules. During design sessions, the solution can be configured to meet any new or updated requirements to meet the state laws and rules.
B.70	Manage Additional UI Tools and Resources	Manage Filings	The solution will review the accuracy of IB-6 charges received and identify charges that do not reconcile. The solution will create the	The solution's IB6 Incoming Process processes the incoming IB6 file from the ICON and performs the validation against the incoming data, performs the reconciliation against the posted charges by the other state and creates the following reconciliation work items: 'Missing IB5' if there is no match against the SSN, Benefit year end date, program, and the state.

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			appropriate work item(s), assign the work item(s) to the appropriate work queue(s), and generate the appropriate notification(s) for State Staff for resolving any discrepancies.	'Returned IB5'- The matching IB5 was found for the charges against the SSN but the IB5 was returned to the transferring state i.e. the wages were not used in Michigan claim 'Incorrect IB5 Charge Percentage'- when the charged amount doesn't match with the IB5 record exist
B.71	Manage Additional UI Tools and Resources	Manage Filings	The solution will provide the ability for State Staff to manually initiate IB4 requests through ICON.	The solution will provide IB4 request and IB4 response screens for the state users to create manual request and response details. Once these details are entered, the system creates the IB4 record per the ICON specification and includes in the file to send to ICON.
B.72	Manage Additional UI Tools and Resources	Manage TRAs	The solution will have the ability to manage and maintain all Federal and State UI Programs (e.g., TRA, RTAA).	uFACTS will provide an integrated solution to accept and process continued claim certifications for standard UI. The solution will accommodate processing continued claim certifications for alternative programs, such as federal extensions, extended benefits, DUA, PUA, and TRA, and can be customized to handle ATAA/RTAA and any other state-specific special programs based on a claimant's unique circumstances. uFACTS uses a parameterized template to activate special programs and templates to set up Disaster Unemployment Assistance (DUA), Emergency Unemployment Compensation (EUC/PEUC), EB/High Unemployment Period (HUP), Federal or State Additional Compensation, and Pandemic

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				Unemployment Assistance (PUA). uFACTS uses a table-driven solution to validate a quick and accurate program setup. RTAA/ATAA Customization - uFACTS will come with a fully developed way to handle the TRA related functions, including the setup of TAA petition details, as well as claimant specific training, waivers, etc. details as well as the appropriate TRA basic, additional, and completion monetary and non-monetary issues. The system also has customized TRA applications for the TRA programs. The system is fully developed to know when to provide TRA links for application and certification based on petition certification dates, claimant separation dates, and time lapse per TRA rules. Contractor will modify TRA rules for 2009, 2011, and 2015 laws quickly and easily. Leveraging the modular framework and existing TRA functionality Contractor will create a comprehensive solution for RTAA/ATAA applicants.
B.73	Manage Additional UI Tools and Resources	Manage TRAs	The solution will allow for adding TRA to a claim, process TRA payments, and perform a quarterly check against all states for existing claims and wages for individuals receiving TRA or RTAA/ATAA benefits.	uFACTS will provide the full end to end processing of TRA. The TRA petition for claimant information can be collected through interfaces or it can be manually added by the staff with privileged security access; both options are flexible within uFACTS and can be intertwined to provide maximum flexibility. Per pre-determined business rules, TRA Coordinators will be systematically notified through a built-in workflow when a new petition record is created within uFACTS or when a new potentially eligible claimant has filed a standard UI claim. Based on pre-defined rules for monetary exhaustion and TRA time-lapse dates the system will present them the ability to file their Basic, Additional,

A	B	C	D	E
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				and Completion TRA applications. Once the TRA participant has been adjudicated eligible through the adjudication process, TRA benefits will be paid. TRA claimants will be prompted at the end of each quarter to determine if they are eligible for a new regular UI claim. This is an automated process in which the system will automatically check with ICON for wages/claims in another State creating issues for staff to resolve. If the claimant becomes eligible for a new regular claim based on wages the system will determine the appropriate TRA election letter process depending on the petition ID and associated petition ID rules.
B.74	Manage Additional UI Tools and Resources	Manage Claimant Bankruptcy	The solution will receive Claimant bankruptcy notifications. (e.g., lead bankruptcy case and affiliated cases). The solution will produce bankruptcy proof of claim and applicable exhibits classified by priority, secured, or unsecured.	The uFACTS solution will be configured to receive the bankruptcy notifications via interface or correspondence and will create a Bankruptcy Notification Workflow item. The authorized staff user with an access to process the workflow will have the ability to create the proof of claim and the letter will be sent to the clerk of court or the bankruptcy court in which the filing was made by the claimant. In our experience, many states prefer staff to generate these notifications individually and prepare for mailing vs. using the batch print process and having the mailroom assemble. The solution will be configured to change this option based on state's preference.

A	B	C	D	E
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B.75	Manage Additional UI Tools and Resources	Manage Claimant Bankruptcy	The solution will track bankruptcy deadlines, dates, and events (e.g., file claim deadlines), and write off debt based on predefined criteria.	The uFACTS solution tracks the bankruptcy with the different status and dates once it's established. The solution tracks the bankruptcy with the following status: **Bankruptcy.** The active bankruptcy with petition date that has not been resolved by the court. The solution won't collect any debt on pre-petition debt including future benefit offset during the active bankruptcy. However, the post-petition debt remains collectible but will not be automatically referred to the central collections. **Withdrawn or Dismissed.** The solution updates the bankruptcy status accordingly when the bankruptcy has been removed from the court proceedings. The solution will recalculate the payment plan status if the payment plan status was put on HOLD due to an active bankruptcy. The solution will now start collecting any pre-petition debt and these debts can be marked as 'Intercept' amount based on the state's rules. **Discharged.** The bankruptcy status is changed to Discharged when the court determines all or portion of the pre-petition debt is uncollectible. The solution takes the following steps once the discharged date is entered and case is submitted as discharged: The case becomes read only and cannot be changed Collections notices will not be sent for the pre-petition debt Any active or ON HOLD payment plan will be set to Cancelled The solution cancels the pre-petition non-fraud overpayment debt (principal amount = $0) and associated interest debt

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				The benefits bankruptcy detail screen provides staff an ability to enter and manager the bankruptcies.
B.76	Manage Additional UI Tools and Resources	Provide Advocacy	The solution will allow Claimants to request Advocacy online via self-service.	The uFACTS solution will provide an authenticated claimant to request for an appeal on non-monetary or monetary decision. Using the same feature, the solution will be customized to show a link to 'Apply for Advocacy' to the authenticated claimants. The solution will prompt claimant a screen to select the advocate (it means the list of Advocates will be required to enter in the solution using the sub-code management screen) and associate the existing issue to the advocacy case based on the state's requirements.
B.77	Manage Additional UI Tools and Resources	Provide Advocacy	The solution will generate fact-finding tools for Advocates and notify State Staff for additional follow ups.	Upon claimant submitting the request to advocacy case, the solution will associate an advocate profile to the claimant's case. The solution will be customized to use an existing fact-finding framework utilized in non-monetary issue adjudication process to send fact-finding to advocates and assign the case to the staff user if the fact-finding information is not returned by an advocate based on the pre-defined timeline.
B.78	Manage Additional UI Tools and Resources	Process Friend of the Court Claims	The solution will allow for integration with the Friend of the Court solution.	The existing interface that integrates with the court system will be utilized to create a new interface based on the specification requirement of the Friend of the Court solution with the assumption that the Friend of the Court solution will provide the interface specification document.

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B.79	Manage Additional UI Tools and Resources	Process Friend of the Court Claims	The solution will allow staff to manually enter Friend of the Court information and The solution will track Friend of the Court information (datapoints like number of referrals, when the referrals came to UIA, when referrals are processed or resolved.).	The solution will be customized to create a new screen to provide an ability to an authorized staff user to enter the information manually based on the state's data source requirements.
B.80	Process UI Benefit Payments	Manage Overpayments	The solution will allow for monitoring amounts collected by individuals & units on a weekly, quarterly, and annual basis.	The solution will come with pre-built reports to meet this requirement: (1) Repayment Summary and (2) Repayments Summary by Source. Our Database is open and is available for Staff to query, sort and filter using a reporting/business analytics tool. Contractor will be leveraging the State's existing Microsoft Power BI for ad-hoc reporting, visualizations, and analytics. In addition, uFACTS comes built with staff screens to access, sort, and filter commonly used functions/data.
B.81	Manage Additional UI Tools and Resources	Provide Advocacy	The solution will have the ability for State Staff to assign an advocacy case to provide	The uFACTS solution will be customized to add additional field of selecting an advocate on behalf of clamant during the set up of the appeal by the staff. The staff will be able to do this by associating an advocacy case

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			claimant representation for an appeal hearing.	created by the claimant using claimant portal and associating the same case to an active appeal.
B.82	Manage Additional UI Tools and Resources	Provide Advocacy	The solution will have the ability to generate supporting documents (e.g., informational packet) for the claimant/employer including a description of eligible services and list of advocates when an advocacy case is created.	The uFACTS solution will be configured to generate an information packet for the claimant/employer providing the information of eligible services and advocates when an advocacy case is created. This information will be provided online via a popup screen and make it required for the claimant to read the page before allowing to submit the advocacy case. The similar feature is available in the solution at several places and the feature can be re-purposed to fulfill this requirement.
B.83	Manage Additional UI Tools and Resources	Provide Advocacy	The solution will allow State Staff to assign an advocate to an advocacy case.	The uFACTS solution will provide an authorized staff user to request for an appeal on non-monetary or monetary decision. Using the same feature, the solution will be customized to show a link to ‘Apply for Advocacy’ to the authorize staff users on authenticated claimants. The solution will prompt staff a screen to select the advocate (it means the list of Advocates will be required to enter in the solution using the sub-code management screen) and associate the existing issue to the advocacy case based on the state’s requirements. The solution will repurpose the screen created for the Requirement B.76 for staff also to assign an advocate to an advocacy case.

A	B	C	D	E
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B.84	Manage Additional UI Tools and Resources	Provide Advocacy	The solution will allow State Staff to create advocate profile and update profile and status information including demographic, employment, and contract information.	The uFACTS solution will have the feature of setting Employer profile, claimant profile, TPA profile – using these screens, the new screens will be created to create the advocate profile and the profile and will include fields to capture information such as demographic, employment, and contact information etc.
B.85	Manage Additional UI Tools and Resources	Provide Advocacy	The solution will have the ability to notify and add the designated advocate as an interested party to the appeal.	Once the advocate is assigned to the advocacy case by the claimant or the staff, the system will be configured to send the notification to the advocates' email address collecting during the profile creation (per requirement B.84). The solution will be customized to provide an ability to staff or claimant (based on the state's rules) to set the advocate as an interested party to the appeal while the claimant or staff is creating the advocacy case.
Program Integrity				
C.1	Prevent Fraud	Assess and Identify Potential Non-Compliance	The solution will have the ability to flag potential fraudulent claims and user accounts based on pre-defined parameters (e.g., number of claims	uFACTS will have a library of UI specific risk indicators through its Fraud Analytics and Improper Payments modules that flag claims and user accounts that are associated with identity theft, intentional misrepresentation, insider threats, and non-fraud improper payments e.g., earnings issues, separation issues, work search issues, etc.). The modules leverage various third-party data sets (e.g., MaxMind's Geolocation

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			from a single IP location, redundant claims).	database) coupled with the following techniques to detect potential fraud and noncompliance: **Risk-based assessment** to define risk categories of claimants and define business rules for each risk level **Statistical anomaly detection methodologies** (e.g., Benford's Law, Markov Chain analysis) to determine thresholds which identify outliers in claim information **Waterfall analysis** to identify less risky claimants eligible for their holds to be released to permit payments **Network analysis** to identify connectivity between claimants' attributes or identify insider networks **Predictive models** to determine activity which share defining characteristics with previously identified fraud instances and noncompliance as well as predictive features that help discern between the two **Deep learning algorithms** to identify sequencing of fraudulent activities and pre-emptively flag future activities with similar patterns The Contractor models, filters, and rules identify suspicious activity, and potential non-compliance, leveraging claims features such as claims characteristics, web activity, and identity and income verification attachments.

A	B	C	D	E
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				The Contractor understands fraud schemes are ever-evolving as bad actors shift tactics to avoid existing detection mechanisms. The Contractor's filters are customizable and configurable and while including SoM's initial ruleset they can be adapted and added upon via new filters to address shifts in fraud patterns.
C.2	Prevent Fraud	Assess and Identify Potential Non-Compliance	The solution will have the ability to generate report for identified fraudulent user accounts / Claimants (e.g., Names, SSN's, emails, IP addresses, physical addresses).	uFACTS will include robust operational, analytical reporting, and analytics capabilities to allow users to generate reports for fraudulent user accounts and claimants. The Contractor's solution provides direct access to every data point within uFACTS including claimants, claims, certification, payments, and case management actions. These actions and claimant characteristics are built into reports that are automatically generated to develop insights to prevent fraud. This broad reporting suite comprises a series of interactive reports and dashboards to provide insights into the potentially suspicious benefit payments that have been identified by UI fraud risk indicators. Each dashboard includes multiple filters to assist the investigator/auditor in homing in on key areas of interest and evaluating emerging trends and patterns presented in the data. These trends are often a critical factor for uncovering potentially undetected fraud. For example, the investigator can drill down to the transaction level and export that information to support next steps in the investigation process.

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C.3	Prevent Fraud	Assess and Identify Potential Non-Compliance	The solution will have the ability to modify and update the report for tracking fraudulent user accounts.	uFACTS will provide self-service, ad-hoc reporting that gives authorized users the flexibility to tailor outputs to their specific use cases and workflows. The Contractor will load our reporting suite with the state's data and provide end users with access to the dashboards. Based on the Contractors experience implementing uFACTS and its reporting features, the Contractor believes that the state's users will find uFACTS's reporting engine contains most reports needed for daily use within the Standard Report Library. The standard reports are quick to deploy and can be easily modified and updated to meet the state's needs. New reports can be deployed to meet unique client requirements, typically within one to two sprint cycles. Additionally, the Web Edit feature grants power users with advanced report writing capabilities to create and share their own reports. The Contractor will have working sessions with key stakeholders to understand the current needs beyond what is currently available and make the necessary configurations. The Contractor will work side by side with the state users to allow them to have full customizability to create the reports each user needs.
C.4	Conduct Fraud Investigations	Detect Fraud	The solution will detect potential noncompliance and fraud related to individual Claimants, Employers and Multi-	To detect potential noncompliance and fraud, the Contractor team will leverage our library of analytics tools described in Business Specification C.1. Our Fraud Analytics assets include: **UI Fraud Indicators**: a list of over 20 indicators tested that detect shared attributes (physical address, IP address, email address, bank account,

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			claimant, encompassing both benefit eligibility noncompliance/fraud and identify theft fraud.	phone number) as well as characteristics associated with fictitious employer schemes across multiple claimants **Suspicious Email Machine Learning Models:** email learning models that detect suspicious email patterns indicating bulk email address creation **Altered Image Toolkit:** image forensic analytic techniques that detect anomalies in image pixel data to indicate potential tampering These assets coupled with the Contractor's Network Analytics tools and algorithms allow users to identify linking factors, such as IP address, address, email address, phone number, employer, bank account, and other attributes that may be indicative of multiple claims originating from a single source. In addition, the Contractor's Behavioral Nudging solution leverages the behavioral science practice of "nudging" in UI, which works behind the scenes to "nudge" or encourage more honest answers from individual claimants. These behavioral messages encourage appropriate voluntary action by informing claimants of what their peers are doing and establishes clear indication of penalties and ramifications from improper behavior, thereby deterring non-compliance and reducing improper payments.
C.5	Conduct Fraud	Detect Fraud	The solution will perform cross-matching and analytics in order to identify potential	To augment rules and models built on internal state data, such as claim and claimant attributes, uFACTS will perform crossmatches leveraging internal and external third-party data sources to increase the accuracy of fraud and noncompliance leads through crossmatching of entities and applicants.

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	Investigations		noncompliance and fraud, using internal and external data (e.g., incarceration data, deceased claimant data, inter-state data, wage data, IP addresses).	Several valuable crossmatches will be utilized within uFACTS such as National Directory of New Hire (NDNH), State New Hire, Incarcerated Individuals, Vital Statistics, Banking Information, Interstate Wages, Unoccupied housing or real estate listing records. These crossmatches and their results will be in uFACTS, as appropriate, to provide a single source for crossmatch results. Additionally, the Contractor will set up API connections to data services such as death records, incarcerated persons records, MaxMind data on IP addresses, and potentially unoccupied housing or real estate listing records - as directed by the state. The Contractor will have existing relationships with CLEAR that will allow us to bundle things like incarceration and death through a single API. One specific example of our cross-match capability is listed below: **SSA Death Master File.** uFACTS is equipped and able to access the death master file in bulk; a cost-effective way of identifying applicants who are potentially deceased Sales Homes through ATTOM: the Contractor will connect to ATTOM, which is a real estate API that will provide our uFACTS analytics engine the crucial data about a specific address.
C.6	Conduct Fraud Investigations	Detect Fraud	The solution will stop the payment if potential noncompliance or fraud case affects a payment for a certified week.	Claims that are flagged by the uFACTS models and filters for potential noncompliance or fraud create a payment integrity hold and an issue that will hold payment until the issue is resolved. Depending on the severity of the risk associated with the flag, a lock may be placed on the user account. The case is routed to different queues and prioritized for action and remediation.

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				Additionally, the uFACTS solution tracks details of charges and/or credits for the charge/credit associated with the payment disbursements for a given week ending date. Claim events that trigger reevaluation of claim payments such as monetary adjustments, non-monetary determines, appears, overpayment repayments, etc. also trigger benefit charge evaluation and automated reversals/redistribution of charges when required.

C.7	Conduct Fraud Investigations	Investigate Fraud	The solution will assign work items to different queues and prioritize potential fraudulent cases of noncompliance and fraud based on the State's business rules.	Each submitted claim is scored by uFACTS across a variety of suspicious indicators and machine learning models to identify instances of potential fraud and noncompliance. These outputs are then used to prioritize and assign work for investigators and adjudicators. Significant amounts of adjudicator staff time are spent working on items that can result in identification of an improper payment (e.g., wage cross match hits, employer fact finding responses, etc.). To maximize the detection and remediation of non-compliance, we employ predictive algorithms to prioritize the appropriate adjudicator work queues. These algorithms can continue to be refined based on the State's priorities to provide more productive work items to adjudicators first and work items less likely to result in an improper payment later. High risk cases for potential fraud investigations are identified using our existing library of fraud indicators we call "hypotheses", which combine business rules and machine learning models to detect suspicious behavior. Identifying high risk cases allows teams to efficiently perform crossmatches, apply scoring rules and predictive models, and identify high priority leads for investigators. When paired with high-value crossmatches from NASWA SAR Alerts, Department of Corrections matches, death records, and Michigan Department of Treasury records, investigators will have multiple sources of information to rely on for investigations. Each workflow is fully configurable with the appropriate hypotheses and improper payment models to match the State's priorities. These rules can surface the most egregious and important instances of non-compliance or fraud work in each queue.
C.8	Conduct Fraud Investigations	Investigate Fraud	The solution will provide the ability for State Staff to notify Claimants and Employers of potential noncompliance and fraud based on the	Analytics indicators will flow through to uFACTS for creation of issues. Creation of issues in uFACTS will trigger associated fact finding that contains request for data needed for adjudication and configurable information to provide to claimants and employers including notification of potential noncompliance and fraud. In addition, once the issue is adjudicated, determination is sent to employers and claimants as appropriate that includes required notifications.

A	B	C	D	E
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			issue type and the State's business rules.	
C.8.1	Conduct Fraud Investigations	Investigate Fraud	The solution will be able to generate questionnaires that can printed be mailed to claimants.	uFACTS will generate fact finding questionnaires based on the issue type detected. The questionnaires can be pre-configured, or Staff can create custom questionnaires. These questionnaires can be distributed to the claimants through their correspondence preference, electronic (online) or by mail, or if desired, always be mailed. The benefit of pre-configured fact finding is consistency in the gathering of facts while custom questionnaires can be utilized for additional information that is specific to the claimant's situation. Based on the output of the analytics that are run to identify fraud, we will create custom questionnaire's that can be sent to the claimant based on their unique risk profile. This will allow the Contractor to ask the right questions based on the outcome of our analytics and their responses will give us the confidence to make the appropriate payment decision.
C.9	Conduct Fraud Investigations	Investigate Fraud	The solution will provide the ability for Claimants and Employers to respond to the fact-finding questionnaires online.	uFACTS will allow claimants and employers to respond to fact-finding through various channels including completing them online or respond through mail/fax. The Contractor encourage users to complete them online, enabling quicker processing of questionnaire responses in a machine-readable format that is immediately available for review once completed and submitted. Rapid feedback from Claimants and Employers will be allowed for more timely case reviews and resolutions. Monitoring and retrospective analysis of responses may help provide insight into potential

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				refinements to the questionnaire design to target better response rates and more precision around fraudulent and noncompliant determinations.
C.10	Conduct Fraud Investigations	Investigate Fraud	The solution will validate new data provided by Claimants using cross-matching processes.	uFACTS will be dynamic; changes made by a claimant will be logged accordingly and processed through the same cross-matching methods used for initial claims. The following process will be followed to provide proper data availability, validation, transparency, and integrity: A comprehensive audit trail provides a detailed history of any kind of changes to the individual's claim or demographics. Instances are logged and maintained in the profile history of the claim, which includes the date of each transaction, what process or person triggered the change, and what data was changed for a complete audit log Any changes or new data provided by a claimant will be cross-matched by external data sources such as the NASWA Integrity Data Hub, NDNH, SDNH, Incarceration and Wage Detail Crossmatch, and SSA validation A cross-match will generate a non-monetary issue that will direct the user to the appropriate eligibility fact-finding questionnaire or identify verification process based on the business rules The solution will include automated cross-match runs of changes or new data entered on continued claims in a similar manner to cross-matches run on initial claims.

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C.11	Conduct Fraud Investigations	Investigate Fraud	The solution will provide the ability for Adjudicators to review potential noncompliance and fraud issue information and fact-finding questionnaire responses.	uFACTS routes issues to an adjudicator's workflow inbox, automatically detecting which issue is the best fit for an adjudicator using criteria such as: the priority of the issue to the business, the skill set of the adjudicator and the timeliness due date of the issue. uFACTS will provide a flexible, table driven approach which allows UI agencies to easily configure how issues are prioritized and routed to adjudicators. Once the Adjudicator selects the issue from their inbox, uFACTS navigates the adjudicator to the Issue Details screen, which displays details such as the issue type, the detection date, timeliness due dates (timely first pay and issue timely date), employer name and account number (if applicable), links to view fact finding and notes, and history of the issue. When an adjudicator selects the fact-finding link, uFACTS will navigate the adjudicator to the Issue Fact Finding Summary screen, where the fact finding that was sent to the claimant and/or employer is displayed. Staff can select and view the fact finding or if the fact finding is still outstanding, fill it out if they had a claimant/employer on the phone. Supporting documentation sent will also be displayed here for review by the Adjudicator. If the adjudicator chose to send follow up fact finding to the claimant and/or employer, the adjudicator can select the action button to send additional fact finding and uFACTS will navigate the adjudicator to the appropriate screen to perform the action of sending additional fact finding.
C.12	Conduct Fraud	Determine Action	The solution will provide the ability for	After the issue details and fact-finding have been reviewed, uFACTS will provide staff the option to either request additional fact-finding or adjudicate

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	Investigations		Adjudicators to enter determinations and actions related to potential noncompliance and fraud.	the issue. If the adjudicator chooses to create additional fact-finding, he/she can either select a fact-finding template or create a custom fact-finding notice. uFACTS will allow the adjudicator to manually select a due date for the additional fact-finding and document contact method; phone call and/or email or by correspondence preference. uFACTS will walk the adjudicator through the process of creating a determination. After confirming the issue's details, including the issue type and sub-type, the process continues by selecting a rationale for the decision. Each issue type and sub-type combination has a unique list of rationales. These rationales are based on the applicable law and policy that dictates how the issue must be adjudicated given the facts in evidence. The Contractor will work with the State to provide their list of issues and rationales that coincide with state regulations and policy. Based on rationale selected, the system can determine appeal rights for the affected parties; employer, claimant, both, or none based on configurable indicators. After an adjudicator selects the appropriate rationale, the process generates a determination template with pre-populated determination reasonings and findings. Depending on security privileges and the level of the issue being worked, adjudicators can modify the pre-populated text, add additional reasonings, findings, and notes and confirm workload count that will become part of the final determination.
C.13	Conduct Fraud	Determine Action	The solution will generate and send	In addition to the adjudicator created determinations, uFACTS will have the ability to automatically generate determinations and send them to

A	B	C	D	E
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	Investigations		determination notices to Claimants and Employers based on the State's business rules.	Employers and/or Claimants. The auto-generated determination process is tightly controlled by state-specific policies and business rules and can serve to reduce the adjudication workload and expedite the determination generation process. The system generates various correspondence and sends to the claimant based on his or her communication preference, such as physical mail or electronically. Examples of this process include, but are not limited to: **Monetary Determination.** uFACTS sends Monetary Determinations to claimants and employers including the maximum potential charge amount of each employer tied to that specific claim. This determination is configurable to include different messages based on various conditions (e.g., reasonable assurance, professional athlete, workers compensation, ineligible Monetary Determination). **Missing Information Determination.** uFACTS will support determination of missing information during the registration process and sends correspondences to a claimant or employer asking to return the information within a specified time period. State staff will have ability to place a hold on such notices for a scheduled period or until the information is received. **Audit Determination.** The audit determination and findings of fact are auto generated and sent to the employer or claimant. This document contains appeal rights and will be stored on the employer account.

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C.14	Conduct Fraud Investigations	Determine Action	The solution will provide the ability for Claimants and Employers to submit fraud appeal requests based on determinations.	The uFACTS solution will utilize a tailored fraud workflow that includes the necessary steps to bring a case to closure. This includes the necessary steps and processes to manage the appeals lifecycle. Each of the workflow steps has the necessary timers and action items to keep the process moving efficiently, but still allowing claimants to appeal a determination that has been made based on the analytics and case worker decisions. Once a determination is issued on an issue, the claimant and/or employer are offered appeal rights which can be predetermined based on the decision being rendered. For example, uFACTS can prevent the party where the decision is in their favor from appealing, while only allowing the party that is negatively affected by the decision to appeal. Appeals can be filed online or through a paper appeal request.
C.15	Conduct Fraud Investigations	Determine Action	For cases that determine the Claimant is disqualified. The solution will prevent any future benefits from being paid.	The uFACTS solution will support the ability to mark a particular claimant as disqualified without losing the claimant / claim history. The solution will prevent the identified disqualified claimants from being paid in the future, while implementing processes to enable a single user from reactivating that claimant. uFACTS is a truly integrated system, which means no double entry for staff, claimant, and/or appellant. The Non-Monetary Issues and Adjudication component of the solution allows staff to create and adjudicate claimants for either initial or continued claims. The process begins when a disqualification determination has been made. Disqualifications could be identified automatically during the Initial Claims, Additional/Continued Claims, and Cross Match processes;

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				additionally, staff has the capability to determine a claimant as disqualified manually as required. After a determination has been created, uFACTS issues a 'stop payment' indicator on the claimant and any associated claims.
Customer Service				
D.1	Manage Customer Interactions and Transactions	Manage Claimant/Employer Correspondence	The solution will allow for Claimants or Employers to opt-in and out of electronic correspondence and choose their preferred method of communication (e.g., email, portal, mail).	Claimants and Employers can login through the portal and update their preferred method of communication as portal, email, or mail. Claimants and employers can also update other profile information like address, phone number, email address, union affiliation, demographic information, preferred language, federal and state withholding, TPA's, and payment preference.
D.2	Manage Customer Interactions and Transactions	Manage Digital/Paper Notifications	The solution will allow for Claimants or Employers to set up notifications (for example, active and inactive claims) (via push, text message, or	Claimants and Employers can login to their accounts and enroll in automated notifications to better help manage their accounts. Notifications can be sent vs email or text messages and can alert them of action items that they need to take on their claim or account or can alert them to a change in status based on activities completed by the agency. These changes in status are configurable and can easily be changed or added to depending on State rules and requirements.

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			email) to notify them of new information.	
D.3	Manage Customer Interactions and Transactions	Manage Claimant/Employer Correspondence	The solution will have the ability to track and log Claimant caller information collected in the State's call center software, NICE InContact (e.g., time and date call was received, phone number, Agent name).	The application will come with pre-built interfaces to incorporate and share information between call center applications and uFACTS. Once the call center data is sent over to the uFACTS application it will be stored and can be queried for holistic visibility into the claimant and employer interactions. uFACTS also has prebuilt dashboards that allows us to take call center data and join with uFACTS data to provide 360 degree view of workloads. These dashboards can roll-up to the entire agency with drill downs to the individual staff member to capture the work being processed.
D.4	Manage Customer Interactions and Transactions	Manage Claimant/Employer Correspondence	The solution will maintain a history of all types of communication between the State, Claimant and Employers (e.g., email, mail, call logs) through integration with a document management system.	Out of the box, uFACTS will come pre-built to easily integrate with IBM FileNet for document management and workflow processes. Communications (email, mail) sent to claimants or employers from the State through correspondences are tracked within the uFACTS database along with respective documents integrated in IBM FileNet. The integrated Capture solution along with IBM FileNet, processes inbound responses received through different sources such as paper mail, faxes, and email. During the design phase of the project, the Contractor will work with the State to identify existing inbound channels for emails and faxes to determine the integration approach.

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				Documents returned to the State from claimants and employers are indexed and associated with respective claimant and employer accounts or to specific issues and workflows. Inbound transactions processed through Capture solution are maintained in uFACTS database. Integration with the State's IVR solution may be able to provide additional details on calls that can be stored and viewed. During, design phase, the Contractor will work with the States IVR team to identify the data captured and integration aspects that can be used in conjunction with uFACTS data.
D.5	Manage Customer Interactions and Transactions	Manage Claimant/Employer Correspondence	The solution will have the ability to create workflows based on the type of communications.	The uFACTS Solution will meet the State's workflow functionality by making use of the integrated Business Process Framework. Work items can trigger specific business logic on completion of a specific workflow step. Invisible to users, our powerful logic and workflow capabilities enable claimants, employers, and third-party administrators to conduct much of their UI business without UI program staff intervention. Based on customer interaction and pre-defined business rules the system will determine if and when UI staff must be involved. The uFACTS workflow process drives work to the right staff at the right time to help them make timely, accurate determinations and decisions. uFACTS will capture questions on refusal of work, workers comp claims, pensions, holiday pay, seasonal work, availability, and much more. It also captures the details for separation from both the claimant and the employer from the online portal. Based upon the business rules and the customer

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				interaction the system will trigger the appropriate non-mon issue or workflow for staff resolution.
D.6	Manage Customer Interactions and Transactions	Manage Claimant/Employer Correspondence	The solution will allow State Staff to update templates (e.g., logo or contacts) and other correspondence data (e.g., UIA director, name and the mailing address of the Claimant or Employer, Fact Finding and Determinations)	The uFACTS Correspondence Editor is a web-based interface by which authorized staff members will be able to change text on the correspondence when a quick change is warranted. This provides the State to make more global changes to documents and templates. If there is a change in variable or new variables pulling from the database need to be added, coordination with the development team is required to propagate the changes. Each generated correspondence carries a unique number, status, and audit log metadata for auditing, reporting, communications, and future reference purposes. uFACTS will allow authorized staff members to override external users' communication preferences by suppressing correspondence delivery methods if needed or resend already generated documents again. The uFACTS correspondence module provides business users with the tools they need to easily create, customize, manage, and distribute correspondence. uFACTS generates various types of correspondence triggered by specific business processes and based on program and policy requirements. The staff users can collaboratively author correspondence; interactively customize outbound documents; and distribute them through various delivery channels, including print, email, fax, and archival. For example, a claims adjudicator can add customized text through a straightforward Graphical User Interface (GUI) to an issue determination

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				being sent to a claimant or an employer PII will be obfuscated based on agreed-upon business rules for correspondence.
D.7	Manage Customer Interactions and Transactions	Manage Claimant/Employer Correspondence	The solution will allow State Staff to create correspondence templates with version controls.	With built-in template editor, the authorized staff users will have the privilege to create, modify, and delete correspondence templates and test them in an environment prior to rolling out changes to production. The uFACTS correspondence engine will allow a configurable option to include different messages based on different conditions (e.g., reasonable assurance, professional athlete, workers compensation, ineligible monetary determination, different program types). The System will maintain the details of each correspondence, including when it was generated, printed, and mailed. The System will maintain a history of template changes in the database. Correspondence is generated based on version-controlled templates. The templates are editable and are configured to include organization logo and watermarks. Correspondence is generated automatically based on the events occurring during business processes, or on demand by the staff.
D.8	Manage Customer Interactions and Transactions	Manage Claimant/Employer Correspondence	The solution will have the ability to print correspondence (e.g., standard, large, or plain text).	uFACTS will interface with the State printing shop to process high-performance batch print jobs. The uFACTS Solution generates correspondence as PDF files and stores the correspondence in the content management system. The uFACTS Solution will print correspondence only for recipients who list their preferred communication as “US Mail” or when a legal obligation requires a physically mailed document. Generated documents are archived/stored in the content management repository in

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				PDF format. Claimants or employers can securely view or print correspondence within the online UI system. Correspondences and other system information including screens queries can be exported to a variety of different formats. The Contractor will work with the State's print-shop to finalize the process and specifications for printing bulk correspondence, including formats, spacing for envelopes, and other State specific printing requirements.
D.9	Manage Customer Interactions and Transactions	Manage Claimant/Employer Correspondence	The solution will allow State Staff to associate information received in the USPS mail with a Claimant or Employer account.	uFACTS will associate each and every document generated by the system to be associated with that claimant, employer, and more specifically to each issue or workflow. Each correspondence generated by the uFACTS application has a unique barcode. These barcodes are used for scanning and indexing of the document when it is returned from the claimant or employer via USPS or faxed. uFACTS document management takes mailed or faxed in, and automatically scans the barcode. Through the Contractor intelligent routing the document is attached and will trigger the appropriate workflow. The barcode is tied back to the unique ID (correspondence number). Staff can view the scanned correspondence or download and view the correspondence with ease. When a uFACTS document is received and the barcode is damaged, or a document is received that is not uFACTS document, for example additional information regarding a claimants separation, or returned mail due to an incorrect address, uFACTS will generate workflows for staff to research and manually index. Using the robust search features staff can take any

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				identifiable information to correctly and accurately attach that document to the correct claimant, employer, or issue/workflow.
D.10	Manage Customer Interactions and Transactions	Manage Claimant/Employer Correspondence	The solution will have the ability to perform full-text document searches supported by OCR technology.	uFACTS will provide a document search portal that will allow staff to search any type of documents using metadata properties such as Employer Account Number, Claimant Account Number, Data Range, form type, etc. It provides the ability to create custom or make use of existing search templates. Utilizing the States FileNet Content Search services, along with the metadata stored in the uFACTS database full-text document searches can be performed.
D.11	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will provide the ability for Claimants to view and update their account information via the online portal.	uFACTS will provide easily self-driven claim maintenance options to claimants and employers where they can manage their own profile. Claimant detail provided during claim filing is visible to the claimant as part of View/Maintain functions keeping records up to date. The system will allow claimant self-service and staff to update: Claimant and claim information Contact information General information such as occupation, education, etc. Tax withholding. Profile information like address, phone number, preferred contact method, and email address

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				Union affiliation, Preferred language Payment preference. Similarly, employers will login to their account and manage their profile settings, changing addresses, adding or deleting owner/officer information, phone numbers, reporting unit data, and setting up or removing Third Party Administrators (TPA's) and their access, and making payments. uFACTS includes a set of predefined data that may be maintained by external users (claimants, employers, TPA) with the ability to allow or restrict all filed through configurable security settings. Similarly, employers can login to their account and manage their profile settings: Changing addresses, phone numbers, and email addresses Setting up or removing TPA's and their access Making payment Uploading quarterly wage reports
D.12	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will support translation in multiple languages (e.g., Spanish, Arabic, Caldean, Bosnian,	uFACTS will provide multi-lingual support and is capable of displaying customer and staff screens in preferred language. Language selection will be made on specific screen or more globally through the user profile. Localizing web pages includes static translation where the content of each web page is translated into the languages that need to be supported once

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			Vietnamese) for the Claimant account with the default language preference set to English.	and using that translated content to present web pages in preferred language. Michigan will provide the translated text required for each of the languages. The Contractor will configure uFACTS to add the translated text for other languages.
D.13	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will provide the ability for Claimants to submit all types of claims (e.g., TRA, UCX) and certifications via the online portal.	The initial claims application is designed to be a claimant-friendly process that collects pertinent information upfront and in detail to increase the timeliness and accuracy of downstream processes for each claim type (CWC, UCFE, UCX) and each program (Standard UI, DUA/PUA, EB, TRA, Extensions, and Additional Comp)**.** The uFACTS solution will provide the State configurable applications for standard UI filing which includes detailed collection of CWC, UCFE, and UCX employment. CWC claims are further enhanced with real time integrated IBIQ/SIDI checks that present authenticated claimants with both in-state and out-of-state employers for more accurate reporting. uFACTS Special Programs module will allow Staff to quickly and easily create Federal programs for Extensions, EB, DUA, and PUA as well as Additional Comp using templates that contain the program parameters and without development., activate those programs. Complete with eligibility requirements and monetary calculations the special programs templates reduce the time for distribution of critical payments to claimants. time required to implement new programs and begin payment of benefits.

A	B	C	D	E
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				uFACTS will have configurable applications and weekly certifications for extensions, DUA, PUA and TRA that conform to Federal law but will be easily modified for future programs. The uFACTS Solution's Determine Correct Path functionality will automatically direct the claimant to the next program based on eligibility rules and program priority. uFACTS will be capable of handling the reach back and rollover scenarios for program switching and payment.
D.14	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will provide the ability for Claimants to view and update their claim and certification information via the online portal.	uFACTS will provide claimants the ability to view and update claim information as determined by State rules. Claimants can: File a new initial claim Reopen a claim with the ability to add intervening employment File their weekly certification and provide details on new separations, earnings, work search activities, availability Can update tax withholding and payment methods like changes in direct deposit accounts Update demographic information including address, telephone, occupational industry, union affiliation, and more The Determine Correct Path module within uFACTS will use system logic and analyzes the current state and condition of the claim and provides customer specific messaging. These messages to the claimant provide

A	B	C	D	E
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				current state such as “pending adjudication, waiting on employer response, etc. The messages also direct the claimant to required actions such as pending fact-finding requests, overpayments and other important information that guides them to self-service options for resolution, reducing the need for staff interaction and explanation. This module tracks the status of the claim throughout the life cycle (e.g., exhausted, expired, active, inactive). Based on the UI business rules on eligibility, claim expiration, program priorities, etc., This module also manages the rules for which claim to show and which weeks to open for certification to the claimant. This module is especially helpful during the Pandemic and periods of Federal extensions as it guides the claimant to their next potentially available program.
D.15	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will provide the ability for Claimants to view the status of their claims, any associated issues, payment details, and related information via the online portal.	The claimant homepage is specifically designed to provide the information that a claimant will need to understand their claim and claim status. Using human centered design the homepage presents the claimant with the status of their claim, pending information required, payments, weekly certification link(s), overpayment details if any, and other important information depending on the status of the claim. The claimant homepage acts as a one stop shop for tasks and information related to their claim. When appropriate specific messages to that claimant will direct them to view 1099’s, view overpayments, complete outstanding fact findings, review determinations, and other activities.

A	B	C	D	E
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D.16	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will provide the ability for Claimants to view their overpayment details, request offsets to overpayments and submit overpayment waiver requests via the online portal.	uFACTS will continuously evaluate the validity of a payment continues to be accurate. Changes in monetary from workflows, non-mon adjudication as eligible or ineligible, cross matches, and appeal reversals will automatically setup the overpayment. Claimants will then be notified of the overpayment and will be able to drill down into the exact cause of the overpayment and their options for resolving that overpayment, such as a payment, a payment plan, or a waiver. uFACTS will be configured to offset overpayments based on pre-defined business rules per State law. This can include garnishment of wages, levy and liens, tax intercepts, and offsetting against future weeks by percentage amount or by program (PUA/DUA/TRA). uFACTS will account for each and every repayment of the debt and provide details to the staff and the claimant on the updated balance and any remaining collection activities.
D.17	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will provide the ability for Claimants to submit appeal requests using the online portal (e.g., appeals for overpayments, waiver determinations, protests).	The claimant self-service supports the filing of appealable decisions issued. Any issue that has denied benefits, created an overpayment, reduced benefits, or generally impacted a claimant negatively will include appeal rights and can be appealed via the online portal. The claimant will select the decision they wish to appeal and enter their reason for appeal, indicate if they will have representation and details for who will be representing them, and if the will have witnesses along with details (e.g., name, address, contact phone number). Claimants will also have the ability to upload evidence and other relevant information at time of filing or up until a later date based on State business

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				rules. The uploaded evidence will automatically become part of the appeals case folder. Once the appeal is filed the uFACTS automatically creates an appeal case file with the relevant information for that claim and that issue. This file will be transmitted to MOAHR for the hearing.
D.18	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will provide the ability for Claimants to respond to questionnaires via the online portal.	uFACTS will gather the relevant information at the time the issue is detected. When issues are triggered during initial claim, continued claim, and reopening smart forms are presented to the user (claimant or staff) to gather detailed information. Depending on how the user responds additional or follow up questions are presented, gathering the details to support accurate and timely adjudication. If an issue is detected during a process outside of initial claims, continued claims, or reopens such as a cross match (NDNH, SDNH, Appriss, NAWA SAR's, SIDES Earnings, EWW, or other State specific cross match) the system will automatically detect the issue and request the claimant to complete fact finding. The fact finding will be sent depending on the claimants preferred method of communication: **Mail.** a physical document will be mailed to them with a specific barcode that will be automatically attached to the issue upon its return. Claimants can still review and complete their documentation via the portal even if the document was mailed to them.

A	B	C	D	E
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				Electronic. claimant will receive an email or text message alerting them of their requirement to complete the fact finding. They will be able to logon to the portal and complete. **Portal.** When the claimant logs into the application a very obvious alert will appear directing them to that fact finding.
D.19	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will provide the ability for Claimants to view, request, and modify 1099-G forms via the online portal.	uFACTS provides a consolidated1099G generated for Regular UI, TRA, RTAA/ATAA, DUA, PUA, Extensions, Extended Benefits, and FAC and will include data such as claimant ID/SSN, address, total benefits paid, tax withheld, payer's federal ID, claimant name, etc. Both claimants and staff will be able to request changes to 1099G such as change in mailing address, total benefits paid, taxes withheld, and repayment totals. A corrected 1099G can be generated when benefit amounts are adjusted for prior calendar years due fraudulent payments on the claim for the year. 1099's can be viewed online via claimant portal.
D.20	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will provide the ability for Claimants to view notifications and tasks via the online portal.	The Claimant Homepage in the self-service portal will allow claimants to access notifications and indicates tasks that need to be completed. With the ability to receive text messages, emails, and online portal notifications the claimant will always be properly informed of their required actions.

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D.21	Manage Customer Portal and Self-Service Resources	Enable Portal Self-Service for Claimants	The solution will provide the ability for Employers to submit shared work program applications and certifications via the online portal.	uFACTS will allow the employer to manage Work Share activities, providing functionality such as creating and maintaining a Work Share plan and processing and viewing weekly certifications for Work Share plans related to that employer through the online portal. Additional information on the specifics of Work Share please refer to A.65 through A.85 Manage Work Share Program.
D.22	Respond to Information Requests	Manage Call Centers / IVR	The solution will allow State Staff to run multiple sessions at the same time (e.g., review a Claimant and an Employer side by side).	The uFACTS solution will allow claimants to open multiple sessions in multiple browser windows allowing staff to compare different portions of data as needed. In most cases the application is designed to present the relevant data is presented on the screen so that running multiple sessions isn't required. However, in instances where multiple sessions need to be open to compare different screens and data sets uFACTS provides that flexibility.
D.23	Respond to Information Requests	Manage Call Centers / IVR	The solution will provide the ability for Call Center Agents to view and follow scripts.	The Contractor will include RoboHelp for both Call Center Scripts and online help content. uFACTS will integrate with RoboHelp to provide context specific assistance to claimants or staff. RoboHelp is an integrated tool that provides information and text to the user as they move through different parts of the application. RoboHelp will be loaded with customer service scripts depending on where they are navigating in the application. For example, an agent moving to the end of initial claim filing, reopening, or a weekly certification for a claimant can remind them of their requirements to look for work. Or an agent walking a claimant through their overpayment

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				screen might want to be prompted with RoboHelp to remind the claimant of the process for creating a payment plan.
D.24	Respond to Information Requests	Manage Call Centers / IVR	The solution will provide the ability for State Staff to create, maintain, and update Call Center scripts for the purposes of knowledge management and consistent handling of inquiries.	A consistent customer call experience is critical to delivering information accurately and thoroughly to each citizen that calls in. The Contractor will work with SOM to help them create a uniformed set of scripts and call handling procedures that allow for a consistent customer experience regardless of which customer service agent they get. A series of monitoring forms for supervisors and scoring procedures will be shared with the State from our past experiences. Leveraging integration with the RoboHelp feature, agent scripts and knowledge bank can be modified when business processes change, improvements are identified in the script or screens, or when new legislation changes the details of those scripts.
D.25	Respond to Information Requests	Support Claimant/Employer Inquiries	The solution will provide the ability for an Agent to create work items for State Staff and send work items to the appropriate person for all unresolved customer inquiries.	While uFACTS will automate the creation and routing for work items automatically without staff intervention and overhead we recognize that in some cases manual work items need to be generated. Configuring for State business rules the Contractor will leverage our intelligent routing and automation to properly collect and route that work item to the qualified person capable of handling the item. Work items are able to include claimant non-mon issues or any of the monetary, collections, appeals, or tax workflows. uFACTS will create follow up work items based on claimant or employer inquiries, complaints or outstanding issues. Follow up tasks will be configured with alerts to the staff member who is responsible for the follow up.

A	B	C	D	E
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D.26	Respond to Information Requests	Support Claimant/Employer Inquiries	The solution will provide the ability for State Staff to search various types of records and view listings based on pre-defined criteria (e.g., Claimant Accounts, Employer Accounts, Employer Representatives, Appeal Records).	uFACTS will provide users the ability to search records via man different variables: Claimant ID, SSN, telephone number, address etc. Employers by FEIN, EAN (Employer Account Number) Search individual issues ID's, Appeal ID's The uFACTS solution will record the transactions related to a claim or employer account and integrates logs from a variety of different types of events, including system changes and field record modifications. These logs provide the ability to trace activities back to individual sources, users, or parties of the recorded event(s). Audit trails as well as logs for authentication and authorization, including failed login requests, will be utilized for activity monitoring, and can be stored to generate audit trails/reports. Based on State defined criteria and State approved security access, the records and transactions in uFACTS can be searched.
D.27	Respond to Information Requests	Support Claimant/Employer Inquiries	The solution will provide the ability for State Staff to view Claimant information (e.g., claimant demographic information, overpayments	Staff have access to the parts of the claimant or employer account based on their role and the security roles assigned to them. By accessing the claimant or employer context of the application the staff will be able to see and do everything that a claimant or employer can and more. Staff has full view of the claimant or employer account and access to edit based on their security role. For claimants this includes the interactions with that claimant, their demographic information, the non-mon issues and statuses, monetary

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			associated with to the Claimant, appeals associated with the Claimant).	determinations, appeals filed and pending, correspondences, overpayments, and based on their access will have the ability to process or modify the claim, create new issues, or alter collections activities.
D.28	Respond to Information Requests	Support Claimant/Employer Inquiries	The solution will support Ombudsman requests and queries from both Employers and Claimants.	The solution will be configured to meet the State's business rules and processing requirements. Using the existing uFACTS security roles for external users, portal login, and intelligent routing the Ombudsman can create a work item that can then be sent to a qualified staff member to research. Depending on State rules a return work item or documentation can be sent back to the Office of the Ombudsman. Requests for information or follow up will be expanded to other interested parties. For example, request forms coming from Governor Constituent Services, or requests coming through the agency Public Information Office can also be automated and tracked using these workflows. Specific request forms will be configured individually to gather the information that is required for research and response.
D.29	Respond to Information Requests	Enable ChatBots	The solution will support Artificial Intelligence and Machine Learning tools such as Chatbots (e.g., AVA)	In many cases, citizens dial in to call centers to speak with call center agents about routine matters. These kinds of questions could easily be handled by a chatbot—a computer program that simulates human conversation through voice or text chat—freeing up contact center workers to handle the more complex inquiries. Therefore, uFACTS will integrate with SOM's chat bot solutions. Chatbots can be given access to look up information, such as the status of a claim or determination, which would

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				ordinarily be looked up manually by a person. Using machine learning the chatbot can adapt and hone responses based on customer interactions. This allows the majority of citizens' needs to be met more quickly and efficiently, while still being backed by the option to transfer to a contact center agent when needed.
D.30	Respond to Information Requests	Enable ChatBots	The solution will provide the ability for internal and external users to chat with live agents online (e.g., text-based interactions).	The uFACTS application will integrate with IVR and chat-based applications throughout our State implementations. Assuming no integration limitations of the State's existing IVR/Chat application uFACTS will be able to integrate features allowing agents to communicate via chat.
D.31	Respond to Information Requests	Manage Call Centers / IVR	The solution will allow live agents to handle multiple web chat sessions simultaneously for internal and public use.	Web chat sessions will be integrated into the uFACTS application. This allows claimants, employers, and other staff/external agency staff the ability to chat with a live agent.
D.32	Respond to Information Requests	Manage Call Centers / IVR	The solution will have the ability to automatically redact Claimant and Employer documents (e.g., PII on	uFACTS will integrate with IBM FileNet and Azure Cognitive Services will provide automatic detection of PII information. It will be customized to perform redaction based on key value and context-based criteria.

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			all documents) based on pre-defined criteria.	
D.33	Respond to Information Requests	Manage Call Centers / IVR	The solution will have the ability for State Staff to either accept all redactions or selectively accept redactions recommended by the solution.	The redacted documents will be available for staff review before making it available for public or specific business areas. During Review step, staff has ability to accept individual or all redacted fields.
D.34	Respond to Information Requests	Manage Call Centers / IVR	The solution will have the ability for State Staff to manually redact documents.	uFACTS will integrate with IBM FileNet will leverage the role-based redaction capability provided by IBM Content Navigator. This allows the staff to manually redact documents before sending them out. When a review process for a redacted document is required, this process will be routed using pre-defined business process and utilizing uFACTS workflow framework for intelligent routing.
D.35	Respond to Information Requests	Manage Call Centers / IVR	The solution will have the ability for State Staff to create comments at the document and/or the claim level (e.g., the	The uFACTS Solution framework will enable State staff to add additional data points to the claimant profiles. uFACTS will enable agency staff to enter notes throughout the system to provide a well-documented trail of all actions performed. Staff can view these notes holistically within the uFACTS Claimant Profile page, or within the respective functional area the

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			note would be associated to all documents on the claim)	note was originally entered and saved. For example, adjudication staff can leave notes while making their decision. Appeals judges, BPC/Collections teams, and those working monetary queues are just a few of the areas where additional notes are allowed. Similarly, customer service agents can add notes to the claim about their call interaction with the claimant, providing the next agent insight into what information and concerns the claimant or employer had expressed. In addition, staff can capture a note directly to the Claimant Profile and add to an existing note by navigating to the note's screens and/or Claimant profile and append the note content. When accessing a notes screen or the claimant profile, staff can easily search the notes by filtering criteria such as date created, created by the user, etc. Based on the selected filter, uFACTS will display the related notes. In addition, uFACTS will allow agency staff to search the notes by typing in the search field of the claimant profile.
D.36	Manage Customer Interactions and Transactions	Manage Claimant/Employer Correspondence	The solution will have the ability to create hearing packets (e.g., MAPP) and send electronically/printed to MOAHR and customer(s).	Upon submission of the appeal, uFACTS will create an electronic docket/case file. The electronic case file links pertinent information and documentation and any original determinations made prior to the appeal. Documents in the case file can be added/removed by authorized staff. Each document stored in the case file is associated with an exhibit number, which can be renumbered or re-ordered. The case file can be exported into a single document for download or mail distribution to appeal participants including MOAHR.

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Data and Reporting				
E.1	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will provide the ability for State staff to input US DOL random numbers and other US DOL audit criteria for the purposes of generating a random sample of cases for Benefit Accuracy Measures (BAM) Audits.	uFACTS will provide a pre-built capability that allows collection and analysis of large amounts of data to assist in investigating the accuracy of UI payments and disqualifying eligibility determinations, which can be sampled on a weekly basis. uFACTS will provide ability for state staff to input US DOL batch number, random numbers, and sample sizes as per audit criteria. The random numbers and sample sizes can be input on a weekly basis or uploaded for the entire year to maximize sampling efficiency. BAM staff can manually adjust the USDOL random number and sample size for each BAM batch week, as required.
E.2	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will generate the random sample and establish the BAM Audit case records.	uFACTS will generate random samples and establishes BAM audit case records based on input parameters entered by BAM administrator as explained in E.1. uFACTS creates a BAM universe for which the BAM sample cases will be pulled while generating the four weekly BAM audit type samples that are to be measured by the State's accuracy business rules. Each case created from the weekly sample is unique containing only the information pertaining to the person sampled. The case contains

A	B	C	D	E
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				claim/claimant information, notices and questionnaires, an audit log of activity, documented notes, and the Summary of Investigation.
E.3	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will assign BAM audit cases to the State Staff according to the State's business rules.	uFACTS will be configured to assign cases in accordance with the States business rules. In accordance with those rules, uFACTS will take the weekly sample of cases and assign each one out to a BAM auditors inbox where the auditor will go to access their assigned cases.
E.4	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will have the ability to manually assign and reassign audit cases.	The uFACTS unemployment insurance system BAM module will provide Staff with the appropriate security authority to assign and reassign cases to Staff. The rights to (re)assign cases will be maintained within the BAM module via BAM Administrative functions providing BAM Staff the flexibility to maintain their own staff privileges.
E.5	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will receive data from the National Directory of New Hires (NDNH) interface, record the information in association with the appropriate BAM Audit case records, and time stamp the information	BAM staff will have the functionality to cross check data with external systems (e.g., NDNH) through third-party integration. uFACTs records the information obtained through the cross match as part of its investigations to determine whether the Claimant was properly paid for the key week. This information is stored whether the Claimant was matched against NDNH records or not; hit vs miss.

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			according to when it was received.	
E.6	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will generate notices and audit questionnaire(s) with audit case information pre-populated to be sent to Claimants and Employers.	uFACTS BAM module will allow the Staff to generate employer/claimant questionnaires and notices that is prepopulated with case information. Examples of information that can be prepopulated are, but not limited to, claimant name, social security number, batch number, sequence number, claim type, due date, and employer name. Questionaries and notices can be distributed to the employer/claimant based on their correspondence preference through nightly batches or locally stored/printed to expedite distribution. Upon return the questionnaires and notices are automatically attached and stored to the correct case for easy access and viewing. Returned questionnaires and notices are time stamped to accurately reflect when it was received by the State.
E.7	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will provide the ability for Claimants and Employers to respond to audit questionnaires via an online portal.	uFACTS will provide Claimants and Employers with Inbox functionality that includes actionable audit questionnaires that require them to complete online. Claimants and employers will access their inbox through their online accounts. The inbox will display the questionnaires that are pending for them to fill out. The inbox will display the title of the questionnaire and the due date, if applicable. Once selected the questionnaire will display and the claimant or employer can begin to fill it out. Online questionnaires will allow the user to save and return later without having to re-fill out already answered questions. Once the questionnaire is completed and submitted it will be removed from the inbox.

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E.8	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will record the information, establish the appropriate work item(s), assign the work item(s) to the appropriate work queue(s), and generate the appropriate notification(s) for State Staff based on the audit questionnaire responses.	Submitted questionnaires are attached to an audit work item for staff to review. These work items will be configured to be routed to staff based on user role or knowledge-based criteria. uFACTS queues are typically three tiered: Administrative queue, Group queue and User Inbox queue. The Administrative queue is used by Supervisors and Managers to view the work items and who's assigned to them, as well as assign and reassign work items. uFACTS will be configured to auto assign work items based on State specific business rules. Group queues are home to work items that are not yet assigned but allow staff with rights to work the work item to pull items to work. The User Inbox queue is home to the work items assigned to that specific user and only that user has access to work that work item unless reassigned out to another user. If reassigned, the work time will be removed from the previous user's inbox and show up in the reassigned users inbox.
E.9	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will provide the capability to add, modify and delete notes associated with the audit case.	The Workflow Manager integrated in uFACTS will provide capability to staff to add, modify and delete notes on an audit case. uFACTS will add notes to the audit case systematically based on predefined rules each time that rule is executed. Staff can also add notes manually as needed. System added notes typically remain read-only and cannot be deleted as it was predefined to be added, although this can be controlled through security roles. User added notes are typically modifiable and capable of being deleted.

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E.10	Manage Federal Reports	Create and Maintain Accurate Federal Reporting / Publish Unemployment Statistics / Compile Claimant Data	The solution will have ability to create, modify, validate (e.g., quarterly), and update all Federal reports as mandated and regulated by the US DOL, Employment and Training Administration (ETA) Handbooks 401 and 402).	The uFACTS federal reporting module of the solution generates the federally required tax and benefits data required by the US DOL, Employment and Training Administration (ETA) Handbooks 401 and 402) The reports are transmitted electronically weekly, monthly, quarterly, or annually under the Unemployment Insurance Required Reports (UIR) in the DOL-supplied Ultra system (SUN system).

A	B	C	D	E
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E.11	Manage Federal Reports	Create and Maintain Accurate Federal Reporting / Publish Unemployment Statistics / Compile Claimant Data	The solution will provide functionality for UI Benefits and Tax staff to perform data validation as described in the US DOL ETA Handbook o Unemployment Insurance Data Validation, Benefits, is available from DOL ETA via the following link: https://oui.doleta.gov/dv/pdf/uipl17-10Chg2.pdf o Unemployment Insurance Data Validation, Tax is available from DOL ETA at https://oui.doleta.gov/dv/pdf/uidvtaxhandbook.pdf	uFACTS provides the ETA reports out-of-the box to submit to DOL based on the defined schedule. In addition to these reports, data validation programs generate and interface to DOL validation data at the report and element levels. Data Validation is the investigation of samples of records to establish that the information in individual records is accurate and appropriate for reporting and conforms to federal requirements. Records included in a sample are displayed along with the data elements to be validated in a data entry screen. Additionally, the data that is used to generate the data validation files is stored in a reporting server to determine the integrity of the validation is maintained.

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E.12	Manage Federal Reports	Generate Executive Reporting	The solution will have the ability to generate, modify, and maintain executive dashboards and reports.	uFACTS will provide the necessary templates, documentation, and interface capabilities to effectively manage UI program performance and reporting. uFACTS' s technical design and architecture includes Relational Database Service (RDS) instance that is configured to create a read-replica of the database that acts as a reporting database to eliminate impacting any live production operations. Executive dashboards and reports can be generated and managed by querying the reporting RDS instance, and will be displayed in uFACTS to authorized users.
E.13	Manage Federal Reports	Generate Executive Reporting	The solution will provide the ability for users (e.g., executives) to review and modify dashboards and reports.	The uFACTS will include a set of dashboards and reports. uFACTS will allow executives to modify dashboard and reports to query different metrics (e.g., New Claim filings based on month, weekly or day of the week).
E.14	Manage Ad-Hoc Reports and Analytics	Generate Executive Reporting	The solution will generate performance management reports based on UI Benefits activities (e.g., claims filing, weekly certifications, non-	uFACTS will provide the ability to develop ad hoc reports and queries against a reporting database. The reporting functionality supports the state's ability to manage financial accounting, generate statistical reports, and administer varied management and ad hoc reports for internal use or submission to other agencies.

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			monetary adjudication, overpayments, call center operations, quality reviews).	uFACTS will include a considerable number of standard reports (including ETA reports) that will be configured to meet unique needs the state may have. The Management and Administrative Reports component will improve the timeliness and accuracy of reporting and information sharing within the state at the management and executive levels by implementing a comprehensive static, dynamic and ad hoc reporting capability.
E.15	Manage Ad-Hoc Reports and Analytics	Create and Maintain Ad-hoc Reports	The solution will provide the ability for staff to generate ad hoc reports and queries.	Ad hoc reports will be designed to be generated on demand using the Power BI Report Builder tool. The tool will provide a flexible way to query uFACTS data for pertinent business processes, observe trends, or monitor activity. uFACTS' s out-of-the-box reporting capabilities can produce daily, weekly, monthly, quarterly, and annual reports that coincide with jobs run according to business rules. Data selection specifications and frequency of ad hoc report can be set and saved in the system. It allows authorized staff to produce ad hoc micro- and macro-level reports using queries that contain information related to an employer's or claimant's account.
E.16	Manage Ad-Hoc Reports and Analytics	Create and Maintain Ad-hoc Reports	The solution will have the ability to integrate with the State preferred visualization tool (e.g., PowerBI).	uFACTS will leverage and integrate with the State's existing reporting tools for visualization such as Power BI as explaining in E.15

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E.17	Manage Ad-Hoc Reports and Analytics	Analyze Data and Conduct Analytics	The solution will provide the ability for State Staff to conduct analytics based on historical data.	The integrated reporting capability in uFACTS augmented by tools such as Power Bi will provide staff with the ability to conduct analytics based on historical data by querying the reporting database as explained in E.12
E.18	Manage Ad-Hoc Reports and Analytics	Analyze Data and Conduct Analytics	The solution will provide the ability for State Staff to perform calculations and data analysis (e.g., summarize, count, and average specific values).	The integrated uFACTS Reporting tools powered by Power BI will provide capabilities to state staff to perform calculations and data analysis such as summarize count and average specific values.
E.19	Manage Ad-Hoc Reports and Analytics	Analyze Data and Conduct Analytics	The solution will provide the ability for State Staff to produce business analysis/intelligence reports.	uFACTS will provide Business analysis and intelligence report building capabilities by leveraging Microsoft Power BI. It is integrated with Reporting database (described in E12) to provide staff with data modeling and analytics capabilities that helps to explore data and predict trends.
E.20	Manage Operational Reports	Ensure Compliance with State and Federal Reporting	The solution will provide the ability for State Staff to generate, save and update reports based on role-based security.	uFACTS will use a built-in batch process to upload reports into content management for easy retrieval and version management of report copies. Upon generation in the desired data format, the report is uploaded to Document management system or shared drive folders for access by other processes. Reports will be searched and accessed through the Report

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				Search screen and will be available on the uFACTS staff portal. The access to reports is configurable and be made accessible based on user roles.
E.21	Manage Operational Reports	Ensure Compliance with State and Federal Reporting	The solution will provide the ability for State Staff to generate reports that are in compliance with the State and Federal Reporting standards and requirements (e.g., ETA Reports, including 538, 539, 203, 5130, 5159, 902, 9050, 9051, 9052, 9054, 9055, 207, 218, 227, 581, 586, 9016, 9047, 9128, 9129, 204, 9056, 9057, 2112, 8401, 8403, 8405, 8413, and 8414)	The uFACTS Reporting module as described in E10-E20 will provide the ability for state staff to generate reports that conform to the requirements and mandates from the US Department of Labor and Bureau of Labor Statistics as well as adhere to Generally Accepted Accounting Principles (GAAP). uFACTS reporting engine will allow the state to respond to requests for information that support the policy and legislative research necessities of claimants.'
E.22	Manage Operational Reports	Create and Maintain Auditable	The solution will have the ability to create and maintain auditable	uFACTS records all financial transactions processed in the system, allowing the system to generate and maintain auditable financial statements.

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		Financial Statements	financial statements (refer to Requirement EE.2 Finance and Accounting Requirements for specific requirements).	Specific content and format for these statements will be confirmed during the project's design phase.
E.23	Manage Operational Reports	Create Internal Audit Reports	The solution will provide the ability the State Staff to generate, modify, update and save internal audit reports.	uFACTS will provide staff with the ability to trigger the process for internal audit reports. The integrated reporting framework will generate the audit reports that are designed based on the State business rules. Staff will have the ability to perform modifications to the generated reports and be able to save or download from the portal
E.24	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The system will provide out-of-the-box reports for State Staff.	The uFACTS Federal Reporting sub-module will provide the standard Federal reports required of UI agencies. uFACTS solution will provide the ETA reports out-of-the box to the state agencies to submit to DOL based on the defined schedule.
E.25	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will provide the ability for State Staff to create ad hoc and standard queries both	uFACTS will empower the state users to query the reporting data mart using the ad-hoc querying capabilities of the solution thereby minimizing their dependence on IT resources. The report authoring tool will allow for dragging and dropping data elements on to the report within a visual report editing console. The Contractor will provision Reports Authoring

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			with and without input parameters.	Environment for authorized users to create/update reports before publishing to production.
E.26	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will have the ability for State Staff to create ad-hoc reports and custom reports based on queries with and without input parameters (e.g., start date, end date, status, claim type, claim attributes).	As described in E25, uFACTS will provide ad-hoc report and custom reporting capabilities for state staff and this will be performed by querying the reporting database using input parameters or download canned reports
E.27	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will provide the ability for State Staff to specify input parameters when generating reports (e.g., start date, end date, status, claim type, claim attributes).	The Ad hoc reporting capabilities in uFACTS solution will provide state staff to generate reports by entering input parameters such as start date, end date, claim status, type of claim and other attributes

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E.28	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will provide a preview of reports (e.g., for State Staff to validate before printing or emailing).	The uFACTS reporting feature will allow staff to search and retrieve the reports. The report results are displayed in tabular format and contains inbuilt sorting and filtering capabilities. In addition, staff can select and download the reports for printing or sending the report through email
E.29	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will have the ability to validate data entry (e.g., correct data type, adherence to business rules, and validating DOL reporting counts and equivalent audit/measurement populations such as BAM, BTQ, or TPS).	In addition to Federal reports, uFACTS will generate data population files for Y BAM, BTQ and TPS samples; It provides the staff the ability to find and correct data within the portal. The reports are stored in system. Staff can perform searches and retrieve current and historical reports from report search screens.
E.30	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will have the ability to provide error and exception reports to validate the accuracy of data.	Federal reports including interfaces and batch processes includes error and exception reports. During the design session the Contractor will work with the state to identify any additional reports and configure them.

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E.31	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will provide State Staff the ability to sort and filter data by user-defined criteria (e.g., sub-state geography, Claim details, Claimant demographic characteristics).	uFACTS will provide built in standard search screens capability through which staff can filter data based through various search parameters. Search results are rendered as a table which includes default sorting and filter capabilities
E.32	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will allow State Staff to drill-down into detailed data by clicking data in the system and in reports (e.g., claimant demographic characteristics).	uFACTS Reporting capabilities make use of Power BI to perform data visualization, statistical analysis, and predictive modeling. As described in E12, it makes use of Repotting database that is the copy of production. Staff can drill down into detailed analysis of data by making use of Power BI integrated in the solution
E.33	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The vendor will provide technical documentation that describes the database schema (e.g., and Entity Relationship	Contractor solution will come with a comprehensive online data model and data dictionary. The data dictionary and ER-Diagrams are not maintained in excel or word documents – they are integrated with the application database and are always in-sync. It is cloud deployed, available online, and helps collaborate efficiently with different teams. With a large database, the documentation helps will help new developers, DBA team or business users

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			Diagram to develop custom DOL reports) (refer to requirement EE.7.5 and EE.7 Provide UIA System Support	understand the database and the intent of each field and measure. This is especially useful for business users so they can validate federal reports more effectively.
E.34	Manage Federal Reports	Create and Maintain Accurate Federal Reporting	The solution will collect data to support DOL reporting requirements.	uFACTS will include all standard federal reports that include ETA reports, BAM, BTQ and TPS. The system will capture the data required for generation of federal reports (e.g., the system produces various universes, samples, and reports for BAM, BTQ and TPS that meets the USDOL requirements which help the state monitor quality of the UI operations).
Management Forms and Documents				
EE.1.1	Manage Forms and Documents	Manage Forms	The solution will have the ability to create, modify and process all Tax and Benefit Administration forms as per the State	uFACTS will provide an integrated Forms engine powered by Form IO. It will provide state staff the ability to create machine readable forms. It will also come with pre-defined Tax and Benefit Administration templates. The template-based forms will be modified to meet specific state requirements.

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			requirements (e.g., IB4, IB5)	
EE.1.2	Manage Forms and Documents	Manage Forms	The solution will have the ability to maintain different versions of forms for different periods (e.g., weekly, month, quarterly).	The Forms engine will provide the ability to maintain different form versions based on different periods and business process. The form templates are stored in the uFACTS database in XML format. Staff can set the required version number and define what period each version is associated with based on business rules. Forms generated or regenerated at later point in time will be generated using the format associated with the time frame the form is for.
EE.1.3	Manage Forms and Documents	Manage Forms	The solution will have the ability to process all tax forms and schedules that are in statute.	uFACTS will produce forms and notices based on predefined processes created as part of business rules. For example, forms such as 1099, 940 Certifications, annual tax rate notices, etc. are automatically generated when Staff submit a request to create rate notices from the online portal, as is the 1099G when Staff submit the request to generate the 1099G statements. Based on pre-configured business rules. All forms generated in uFACTS solution using the forms engine contains a unique identifier represented as barcode value.
EE.1.4	Manage Forms and Documents	Manage Forms	The solution will have the ability for State staff to view information submitted by Employers and Claimants in format	uFACTS will save all Employer and Claimant information submitted via the self-service portal. Once submitted, the information is made available to staff in formats similar to printable forms (when appropriate). For example, when claimant/employer responds to a fact-finding questionnaire, the information submitted will be saved in the uFACTS

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			similar to printable forms.	database. The integrated Correspondence engine creates a pdf version of the questionnaire response. uFACTS by default will come pre-integrated to work with IBM FileNet for Content Management Services and workflow processes. Documents generated in uFACTS are stored in Content Repository along with metadata such as Claimant and Employer identifiers stored in FileNet helps with search and retrieval and easy association of content within the claimant/employer account. Contractor will leverage the State's existing Enterprise IBM FileNet for document management needs of the solution. uFACTS will come prebuilt with Document Manager widget - which is a reusable component that provides staff access to the case-specific documents for a given Employer or a Claimant within the workflow or any other case-specific screen in the self-service portal. Staff will be able to view the images, authorized users may perform image specific updates (using IBM Content Navigator) such as annotations, redactions, and rearranged pages. Additionally, uFACTS will provide a document search portal Employer or Claimant Account Number, date range, form type, etc. It provides the ability to create custom or use existing search templates. It also provides ability to perform text-based searches.
EE.1.5	Manage Forms and Documents	Manage Documents	The solution will have the ability to create, store, upload and	The integrated Document Center feature within uFACTS will provide additional capabilities to users to easily upload images. Documents that are uploaded into uFACTS are scanned for malicious content before they are

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			manage Employer and Claimant documents that are associated with Taxation and Benefit Administration business processes.	committed into the IBM FileNet repository. Users are able to upload multiple documents/media formats (e.g., pdf, tiff, jpg, wav, mp3, docx). The system assigns a GUID for every uploaded document and they can be tagged to a case or multiple case for staff review.
EE.1.6	Manage Forms and Documents	Manage Documents	The solution will have the ability to restrict submission of additional documentation based on pre-defined criteria such as file format and file size.	uFACTS does not impose any restrictions on file formats, it will be configured to restrict submission of additional documentation based on pre-defined criteria by agency on allowed file formats and size. During the Design phase, the Contractor will work with the State to identify the pre-defined criteria for additional documentation for different form types and based on business scenarios.
EE.1.7	Manage Forms and Documents	Manage Documents	The solution will have the ability to upload and store documents and images while preserving all native document editing formats, fonts, and graphics (e.g., Microsoft Word and other	The integrated Document Center feature within uFACTS will allow users to easily upload and store documents and images into the repository. Upon upload, the system maintains the native document editing formats, fonts, and graphics.

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			Microsoft Office suite product formats).	
EE.1.8	Manage Forms and Documents	Manage Documents	The solution will have the ability to capture and store solution-generated documents.	The status of each form created is maintained in uFACTS; this status includes when it was generated, printed, and mailed. Forms, once generated, immediately become available via the self-service portal, allowing employers/claimants to view their correspondence in electronic format even if they choose to receive their correspondence by mail. Employers/Claimants will be notified via email that they have a new form available to them if their preference is set to electronic. Employers/Claimants will be able to respond to fact finding through the self-service portal as well as contest decisions with appeal rights from the portal. All capabilities provided to Employers and Claimants are accessible for Staff. They can view all generated correspondences, forms and online questionnaires. Forms returned through the mail or by fax trigger a workflow to notify Staff of the need for follow-up.
EE. 1.9	Manage Forms and Documents	Manage Documents	The solution will have the ability to associate documents with a Claimant and Employer	Each document contains a unique identifier that is tied to claimant and employer accounts and this relationship is maintained in uFACTS database. Additionally, the documents may also be linked to different functional areas such as appeals, audit, registration, or payments.

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			account (e.g., audit, appeals, registration applications).	
EE.1.10	Manage Forms and Documents	Manage Documents	The solution will have the ability to maintain version control for all documents as they are changed or modified.	The integrated document management system in uFACTS solution as explained in EE 1.4 will maintain version control of all documents as changes are being performed. It also includes detailed audit history of type of update associated with each version. This includes history of metadata update, user who performed the change and the type of modification (split/edit/copy).
EE.1.11	Manage Forms and Documents	Manage Documents	The solution will have the ability to capture and manage metadata associated with each type of uploaded document (e.g., author, date created, date modified, document type, history of modifications, audit trails).	As described in Requirement EE 1.4, 1.10 the integrated Document management system will include the capability to capture and manage metadata associated with each type of uploaded document and the audit trail of modifications.

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EE.1.12	Manage Forms and Documents	Manage Documents	The solution will have the ability to index and search documents by metadata attributes and by keywords.	uFACTS will come prebuilt with scanning and indexing workflows leveraging use of IBM FileNet and Datacap. It is prebuilt with barcode reading capabilities, OCR, OMR, and benchmark Machine Learning (ML) algorithms used for image identification and classification. The documents are auto indexed by validating identified content via database lookups, interpreting barcodes, and finding specific information on a page.
EE.1.13	Manage Forms and Documents	Manage Documents	The solution will have the ability to attach documents to e-mails and e-mail distribution lists.	The Document Management system will allow staff to attach documents in form of predefined secure links to documents that can be associated with the emails and distribution lists. The validity of the documents being able to access can be predefined. uFACTS will allow staff to download and associate the documents as attachment in email or distribution lists.
EE.1.14	Manage Forms and Documents	Manage Documents	The solution will have the ability to implement and enforce State document retention schedules. (e.g., legal case can be disposed of 1 year after final decision)	Staff with appropriate security privileges will be able define retention rules and policy for document types and categories. Retention policies provide a way to define the criteria for executing the Retention process. IBM FileNet provides the ability to define retention based on duration or on fixed date. During the design phase, the Contactor will work with state to identify the retention rules and policies based on different form types and functional areas.

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EE.1.15	Manage Forms and Documents	Manage Documents	The solution will have the ability to capture status (e.g., draft, final) of solution generated documents.	The status for each of the steps in the document life cycle is maintained in uFACTS; this status includes when it was generated, draft/working status, final, printed, mailed, etc.
EE.1.16	Manage Forms and Documents	Manage Documents	The solution will have the ability to track and manage different Contract/Memorandum of Understanding/Designated State Agencies documents and agreements (e.g., parties, start and end date, data to be transferred, a 30-day advance notice that an agreement is going to expire)	uFACTS makes use of IBM FileNet for document management requirements. FileNet will provide the ability to create triggers based on the business rules associated with form types and is able to execute notifications. During the design phase, the Contractor will work with the State to identify the form types that requires tracking based on specific business rules and also define custom templates to trigger notifications at different phases of document lifecycle.

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EE.1.17	Manage Forms and Documents	Manage Documents	The solution will have the ability for Employers/Claimants to submit and track Freedom of Information Act (FOIA) requests (including deadlines) and records.	uFACTS will be customized to create a portal where employers and claimants can submit FOIA requests. Upon creation of this request, a work item will be created which will include all the records associated with the respective claimant or employer. Staff can perform required form level edits such as redaction (if required) on the document (leveraging IBM Content Navigator viewer). Additionally, the work item will be customized to include a tracker that manages deadlines associated with the requests.
Finance and Accounting				
EE.2.1	Manage Finance and Budgeting	Manage Collections	The solution will track and save collections information regarding payments received from all sources (e.g., tax collections, claimant overpayments, special assessments, etc.). Collections may be in the form of electronic payments, paper	The uFACTS stores and saves all incoming payments in the payment tables. The payment tables track and display payment sources such as employers, third party agents, claimants, benefit offsets, tax intercepts, and any other business specific source defined by the Agency. In addition, payment method such as electronic payments, paper payments, benefit offsets, and others defined by Agency business rules is also tracked and displayed on uFACTS screens and on some financial reports.

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			payments (lockbox), benefit offsets, income tax intercepts, wage garnishments or other means.	
EE.2.2	Manage Finance and Budgeting	Manage Collections	The solution will apply the appropriate amount(s) to the appropriate overpayment record(s) according to the State's business rules.	uFACTS will apply all payments according to payment hierarchy business rules. uFACTS will come with a standard set of payment application hierarchy rules. Those rules will be validated with the State and uFACTS will be configured to meet any the State specific rules for payment application to overpayments.
EE.2.3	Manage Finance and Budgeting	Manage Collections	The solution will post the appropriate amount(s) to the appropriate benefit program GL account(s). Benefit recoveries must be tracked according to the federal program that generated the transaction.	uFACTS financial accounting tables will be configured with agency specific transaction codes. The corresponding debit and credit GL fund and accounts will be mapped to each transaction code. Accounting information is tracked in the database and reported at the employer or claimant level. All claimant transactions are included the federal program level detail.

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EE.2.4	Manage Finance and Budgeting	Manage Collections	The solution will credit the appropriate amount(s) to the appropriate Employer account(s).	uFACTS tracks all amounts due by quarter, year, and type of debt such as contributions, interest, and late report, late payment, and other types of debt defined Agency business rules. When payments are received uFACTS requires the employer account number. The payment is applied to outstanding debt based on the configured payment hierarchy. uFACTS contains detailed business rules for charging to benefit payments to employer accounts. The rules will be configured to meet State laws and rules. When benefit payments are issued, uFACTS will charge the appropriate account. If an overpayment is later established, the appropriate employer or fund account will be credited based on business rules. In other instance uFACTS will credit the account only upon collection of the overpayment amounts.
EE.2.4.1	Manage Finance and Budgeting	Manage Collections	The solution will have the ability to report collections and receivable balances by both date and calendar quarter the debt was generated from.	uFACTS database tracks collections by date the receivable was assessed and by the quarter and year debt was generated from. uFACTS also tracks the date adjustments are made to receivable balances and the date collections are received. There are many types of Account Receivable reports available on screens within the system. Monthly and quarterly reports are generated with employer level detail, monthly and quarterly reports generated that show benefit overpayment recoveries by claim type (UI, UCX, UCFE, CWC), and program type (Standard UI, DUA, PUA, PECU, EB, TRA, etc.).

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EE.2.5	Manage Finance and Budgeting	Manage Collections	The solution will apply the appropriate reversal transaction(s) to the appropriate overpayment record(s) for rejected and returned payments and/or payments posted in error.	uFACTS will process returned payments through the bank files. Staff roles determine if a user has the capability to manually reverse a payment, modify the payment amount due to a bank correction, or transfer the payment to another account. Payment tables record the overpayment reversal, and the appropriate debt will be displayed as outstanding.
EE.2.6	Manage Finance and Budgeting	Manage Collections	The solution will post the appropriate reversal transaction(s) to the appropriate benefit program GL account(s) for rejected and returned payments.	uFACTS will capture all reversal transactions (rejected, returned, manual reversal, modified, or transferred payments) in the payment tables by program. The financial accounting table will be configured with Agency specific transaction codes. The corresponding debit and credit GL fund and accounts will be mapped to each transaction code. Accounting information is tracked in the database and reported at the program level for claimants.
EE.2.7	Manage Finance and Budgeting	Manage General Ledger	The solution will update Claimant and Employer accounts based on the State's business rules (e.g., warrant number, amount due, date).	uFACTS database tracks Claimant and Employer accounts with detailed transactional information. Information tracked includes but is not limited to create date, amounts, due dates, warrant numbers, returned payment information, payment method. This information will be displayed on the screens based on business rules.

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EE.2.8	Manage Finance and Budgeting	Manage General Ledger	The solution will notify State Staff of any errors in processing journal entries and allow them to correct the errors.	uFACTS will generate journal entries by summarizing the transactions in the daily accounting report using State provided business rules. If a business rule is not implemented timely, the staff does have the ability to modify the file and this type of error is identified by the State GL system. Once the journal entry is modified it can be resubmitted to the State GL system.
EE.2.9	Manage Finance and Budgeting	Manage General Ledger	The solution will post final refund transactions on the date that the payment is released and allow State Staff to cancel/pull refunds prior to the payment issuance.	uFACTS current functionality has a configurable hold period for refunds. During the hold period Staff can cancel the refunds prior to payment issuance. Refunds can be automatically released based on State business rules or routed for staff to be reviewed and approved or cancelled. Once refund is approved it can be released for issuance.
EE.2.10	Manage Finance and Budgeting	Manage General Ledger	The solution will allow State Staff to query, sort, view, and filter all accounting journal entries (e.g., benefits and tax refunds, benefit warrants).	Contractor database is open and is available for Staff to query, sort and filter using a reporting/business analytics tool. The Contractor will leverage the State's existing Microsoft Power BI for ad-hoc reporting, visualizations and analytics. In addition, uFACTS will come built with staff screens to access, sort and filter commonly used functions/data. uFACTS will capture and maintain all accounting detail transactions. Journal entries are generated by summarizing the accounting detail and the summarization will be defined by State business rules. The database will hold all accountings transaction information and can be queried, sorted, and

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				filtered using a reporting/business analytics tool. The Contractor will leverage the State's existing Microsoft Power BI for ad-hoc reporting, visualizations and analytics. In addition, uFACTS will come built with staff screens to access, sort and filter commonly used functions/data.
EE.2.11	Manage Finance and Budgeting	Manage General Ledger	The solution will allow staff to process restitutions based on the State's business rules (e.g., individual account, joint liability).	uFACTS will allow for claims overpayment set up, overpayment collections, payment hierarchy rules for collection, and collection correspondence be sent to the claimants. State business rules will be gathered and implemented. All financial transactions for claims overpayment, offsets, and payment collection are captured in the database.
EE.2.12	Manage Finance and Budgeting	Manage General Ledger	The solution will provide a general ledger capability that is searchable and can be filtered (e.g., date, program type, payments, refunds, offsets, reimbursements, and daily batch).	uFACTS will maintain all accounting detail transactions. Daily accounting detail reports and are generated, accessed from the system, and downloaded into Excel. The database holds all accounting transaction information and can be queried, sorted, and filtered using a reporting/business analytics tool. The Contractor will leverage the State's existing Microsoft Power BI for ad-hoc reporting, visualizations and analytics. In addition, uFACTS will come built with staff screens to access, sort and filter commonly used functions/data.

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EE.2.13	Manage Finance and Budgeting	Manage General Ledger	The solution will allow staff to process refunds, vouchers and post corrections and send notifications to Claimants/Employers based on the State's business rules. o The solution must maintain individual claimant accounts for the reporting of all transactions. o Separate balances must be maintained for Benefits Due to claimants, and Restitution/overpayments owed from claimants.	uFACTS employer and claimant accounts will track all financial transactions including but not limited to payments, adjustments and refunds. Business rules for refunds will be defined for State processes. Notifications will be generated and sent automatically by the system or on-demand correspondence. uFACTS will contain financial transaction screens that display financial transactions for claimant and employer transactions. Views available to Staff, employers, and claimants are based on role-based security access. Claimants are set up with individual accounts and all transactions are maintained at the claimant level by program and transaction type. Screens will display benefit payments, overpayments, the incoming payments and/or offsets applied to overpayments, waiver amounts due to the pandemic, and refunds. With the database tracking all the financial transaction detail, the accounting reports are generated for employers and claimants will also provide details. There are three main financial reports: Daily Accounting Detail (all financial transactions identified by transaction codes), Cash Receipts Register (incoming payments), and Disbursement Register (outgoing payments). These three reports will be generated for Tax and three for Claims. The Claims Daily Accounting Detail report includes fields: GL fund, GL account, transaction type (deposit, benefit payment, offset), category id (transaction code), payment method (direct deposit, debit card, check),

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				deposit ID (for incoming payments), program code, transaction date, claimant ID, journal id (summarized journal that includes transaction), debit amount, and credit amount. Tax Daily Accounting Detail report is similar but will include fields specific to employer accounts.
EE.2.14	Manage Finance and Budgeting	Manage General Ledger	The solution will allow staff to upload data to weekly/monthly/quarterly/annual federal reports.	uFACTS will allow staff to upload data into the federal reports. SQL queries/extracts will run as specified in the business rules and will provide the data required for federal reports. During joint application design sessions federal reports will be reviewed, and queries tested including the upload of data into the federal reports system.
EE.2.15	Manage Finance and Budgeting	Manage Budget	The solution will manage and track agency budgets and programs including maintaining tax collection schedule, collecting taxes, tracking outstanding taxes, paying Claimants, and performing financial reconciliation.	uFACTS tax rate module will include tax rate schedules and will allow staff to maintain schedules and indicate which schedule(s) apply to which year. The solution calculates tax due based on wages reported and the employer tax rate applicable for the period and tracks outstanding taxes, penalty and interest Employer payments received are applied to amounts due based on payment application business rules. uFACTS financial module will track all tax, penalty and interest due receivable amounts as well as payments received and applied. Financial reconciliation is performed at both the employer account level and the program as a whole. Claimant will apply for benefits through an online portal. They will complete the initial claims application and weekly certification for benefit payments. Based on business rules the system will generate a benefit payment to the claimant. Payments are tracked at the program (standard UI, EB, PEUC,

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				DUA, PUA, TRA) level and the claim type (UI, CWC, UCFE, UCX). Overpayments are also tracked at the detail level. Detailed accounting records are produced, and reconciliation is performed at the claim level, claim type level and program level. State business rules will be gathered to create a module for tracking agency budgets and programs and performing financial reconciliations for those budgets.
EE.2.16	Manage Finance and Budgeting	Create Auditable Financial Statements	The solution will allow restricted staff to manually override/make adjustments to reports and annual IRS filing requirements.	uFACTS is supported by role-based security staff with appropriate security access will be allowed to manually override/make adjustment to reports and annual IRS filing requirements. Changers are made in the database and tested and approved prior to deployment. Changes are tracked for audit purposes if required.
EE.2.17	Manage Finance and Budgeting	Manage Cash Flows	The solution will have the ability to create, forecast, monitor and analyze cash flows for paying the benefits.	uFACTS contains numerous financial reports including those used to create, forecast, monitor and analyze cash flows for paying benefits. The database holds all accountings transaction information and can be queried, sorted, and filtered using a reporting/business analytics tool if the State has additional business rules that need to be added for the reports. The Contractor will leverage the State's existing Microsoft Power BI for ad-hoc reporting, visualizations and analytics.

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EE.2.18	Manage Finance and Budgeting	Manage Cash Flows	The solution will have the ability to reconcile benefit deposits/ payments and tax collection by specific period. (e.g., daily, monthly, quarterly).	The database holds all accountings transaction information and can be queried, sorted, and filtered using a reporting/business analytics tool. uFACTS database will track payments by employer and third-party agents, payment method, payment date, and batch id. Benefit deposits and payment are also tracked the database. uFACTS contains numerous financial reports designed to support reconciliation processes. The Contractor will leverage the State's existing Microsoft Power BI for ad-hoc reporting, visualizations and analytics if required.
EE.2.19	Manage Finance and Budgeting	Manage Receivables	The solution will have the ability to track and report all deposits by Employers.	uFACTS database tracks all deposits by employers. Third Party Agent (TPA) payment files, online employer payments, lockbox files, or Staff generate batch payments will all post to the employer account. The database tables capture the payments at the employer level. The Tax Cash Receipts report is created daily and includes all incoming payments. The report will be available in Excel which allows the user to search, filter, or pivot the date for analysis.
EE.2.20	Manage Finance and Budgeting	Manage Receivables	The solution will support centralized and de-centralized Accounts Receivable processes.	uFACTS will meet this requirement with the Contractors integrated system and integrated database. uFACTS tracks and accounts for all account receivables. This includes: Employer receivables related to tax due, penalty, interest and other fees (is applicable) assessed based on tax rate, wages reported and submission dates

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				Employer receivable amount adjustments due to adjusted wage reports, receipt of payments on amounts due, penalty and interest waivers, tax, penalty and interest write-offs, etc. Claimant receivables based on overpaid benefits, assessed penalties and interest Claimant receivable adjustments resulting from monetary or non-monetary determinations that increase or decrease overpayment amounts, payment received resulting from overpayment collections (offsets, claimant payments received, amounts received from other collection processes) IB-6 Outgoing Billing Statements – those sent to other states for their share of combined wage claim benefits paid The database will hold all accountings transaction information and will be able to be queried, sorted, and filtered using a reporting/business analytics tool. The Contractor will leverage the State's existing Microsoft Power BI for ad-hoc reporting, visualizations and analytics if required. uFACTS will include numerous financial reports that are used by both centralized account receivable processes and de-centralized processes.
EE.2.21	Manage Finance and Budgeting	Manage Receivables	The solution will track and maintain consolidated view of all receivables based on user-defined criteria.	uFACTS will provide many Accounts Receivable reports including but not limited to Employer level detail and summarized views

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			This will include the ability to view aged accounts receivable and payables.	Claimant receivable by claimant, by claim, program types, claim types and summarized views IB-6 receivable and payable reports Account Receivable reports by again Employer credit report (payables) by employer, employer type Claimant overpaid repayments (credits) by claimant, program, claim type, etc. The database will hold all accountings transaction information and can be queried, sorted, and filtered using a reporting/business analytics tool. The Contractor will leverage the State's existing Microsoft Power BI for ad-hoc reporting, visualizations and analytics if required. Additional views and reports will be configured if required.
EE.2.22	Manage Finance and Budgeting	Manage Receivables	The solution will define and maintain multiple invoices, statements, forms, and other templates required to perform billing processes, based on	uFACTS has many templates that can be leveraged by the State. The templates allow for employer or claimant dynamic data to be inserted in the invoice, statement, correspondence, or forms. All invoices, statements, correspondence, and forms will be generated based on business rules. Each invoice type will have a separate template. Templates allow for variable text to be included based on business rules. The invoices, statements, correspondence, and forms generated will be available to view in the system by Staff and employer or claimant.

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			user-defined State's business rules.	
EE.2.23	Manage Finance and Budgeting	Manage General Ledger	All financial transactions must flow into the general ledger, following all GASB, FASB and GAP rules, and maintain an audit trail of all transactions.	uFACTS will capture all accounting detail transactions for employers and claimants. The database maintains all accounting transaction information and will be queried using SQL Journal entries are generated by summarizing the accounting details and the summarization will be defined by business rules. The journal entry files can be uploaded into the State general ledger system. Since all the transactions reside in the database tables, there is an audit trail. During the JAD sessions with the accounting team, each transaction code will be reviewed, and the State will identify the general ledger fund and account codes for the debit and credit. If new transaction codes are required the State, then the transaction codes will be added to the system. The State Chart of Accounts will be included in the uFACTS accounting tables and a double entry accounting transaction will be generated for each financial transaction. This will allow the system to provide accurate financial accounting.
EE.2.24	Manage Finance and Budgeting	Manage Receivables	The solution will track and manage aging of all accounts receivable and payable transactions.	uFACTS will track all account receivables and payable transactions at the employer and claimant level. The State due diligence criteria will be defined during JAD sessions and system configuration will be modified or the State business rules.

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Manage System Security				
EE.3.1	Manage System Security	Enable Identity and Access Management	The solution will maintain a security model to define, manage, and control (e.g., add, assign, revoke) user rights and authorizations (e.g., the information any individual user can view, edit, or delete) via role-based security profiles.	uFACTS will leverage the current capabilities of the State's IAM solution (MILogin) which segregates user profiles broadly into 3 categories (State worker users, Approved Third party users/employers and Citizen users). uFACTS will have flexible access control where policies can be configured to define, manage, and control user rights (e.g., add, assign, revoke) and required finer level role-based authorizations. Also, uFACTS will integrate with State's IAM solution i.e., MILogin for initial user authentication and authorization before accessing uFACTS.
EE.3.2	Manage System Security	Enable Identity and Access Management	The solution will have the ability to define user-based security profiles.	uFACTS will integrate with the current MILogin capabilities to define user-based security profiles and categorize users under appropriate access control groups based on UI system requirements. User roles define the type of data or action a user will have access to, and MILogin hardens the access to sensitive information by enabling strong authentication on-need-basis. uFACTS will use the user information shared by MILogin to determine what a certain individual user can perform within the solution.

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EE.3.3	Manage System Security	Enable Identity and Access Management	The user must have the ability to define role-based security profiles.	uFACTS user roles will be configured by authorized system administrators who can create a new role and assign different levels of access by the assignment of one or more security roles, taking into consideration the principle of least privilege. These roles, in turn, will allow different levels of access to specific screens to support encapsulated business processes. Each of these roles maps to specific functions within the uFACTS Solution, allowing individual access to the workflows, and screens, necessary for users to support their individual business needs. Also, State's IAM solution i.e., MILogin has the ability to configure role-based security profile to manage access to uFACTS.
EE.3.4	Manage System Security	Enable Identity and Access Management	The solution will have the ability to establish a hierarchy for security profiles.	uFACTS security model is built around role-based access control that allows secure access for the State staff, claimants, employers and third-party users (agents). Each of these user types may be further broken into predefined, multiple granular roles and profiles depending on their function and reason for access to the application. The state will elect to create additional roles for the system during the design process and uFACTS provides that flexibility to support creation and maintenance of additional roles. Security rules will determine how different types of users view or update information based on their roles, access rights based on user profiles and program rules/ policies defined by the state.
EE.3.5	Manage System Security	Enable Identity and Access	The solution will have the ability to alter the security of a content	The MILogin and uFACTS Solution will provide application components to support administrative services. Authorized staff (administrators) will be able to view and modify a user’s access rights and levels using the screens

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		Management	group or aggregation as a unit.	in the uFACTS administrative services module. The screens in the administrative services will give easy access to approved agency staff to view or edit user roles. Administrator and user activities are logged in the uFACTS Solution for audit purposes.
EE.3.6	Manage System Security	Enable Identity and Access Management	The solution will have the ability to deploy security changes immediately without needing to restart the solution.	uFACTS will have several security components across tiers. Changes within the application such as profile, group, role, user updates will be executed with no restarts. Although majority of other changes can be deployed without disruption, certain security changes may need a restart and will be deployed only during approved technical maintenance windows post business approval in the change control board or off business hours. All production changes irrespective of the scale will adhere to State approved change management process.
EE.3.7	Manage System Security	Enable Identity and Access Management	The solution must restrict access to information according to LEO/UIA authentication and authorization policies.	uFACTS will leverage MILogin for its identity and access control, and that provides multiple options to further strengthen the security footprint such as, identity proofing, and strong authentication. These hardening options will provide uFACTS with additional layers of assurance thereby adhering to restricted access to information according to LEO/UIA authentication and authorization policies.
EE.3.8	Manage System Security	Enable Identity and Access	The solution must maintain an Active Directory of all active and inactive users	The State’s identity and access solution leveraged by uFACTS will be integrated with about 11 Active Directories in the State which accounts for every State Employee. The integrated Active Directory will be the source of truth for State Employee’s profile status active or inactive. MILogin solution today is integrated with State of Michigan’s several Active Directories and

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		Management	having access to the solution functionality.	relies on the State's active directory to retain active and inactive State worker profiles. The solution will also have profile statues i.e. active or inactive, for the trusted third party and the citizen population with the solution user repository and within the State's MILogin repository.
EE.3.9	Manage System Security	Enable Identity and Access Management	The solution must allow users to manage their user profile (e.g., users can control their user profile by updating their information and preferences to features including user profile information, notification preferences, screen/table views).	uFACTS will provide two avenues for user profile updates. The first avenue will be via the State's MILogin solution, which provides each user certain profile update abilities and is generic of a specific user type (i.e., approved third party user, or citizen user). The State Identity and access control solution deters users from making unauthorized MILogin profile updates by securing the flow with strong authentication. The second avenue for profile updates would be within the UI application itself where users can view or update their application profile information.
EE.3.10	Manage System Security	Maintain and Retain System Audit Trails	The solution will allow data to be classified as sensitive or confidential information (e.g., Federal Tax Information).	uFACTS will consider data security a top priority and will have the appropriate controls in place to adhere to FTI data protection requirements. Access to sensitive or confidential information will be protected with a step-up authentication. The State's identity and access solution, which front ends uFACTS, will also provide an ability to configure strong authentication based on portal being accessed.

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EE.3.11	Manage System Security	Maintain and Retain System Audit Trails	The solution will prevent, detect, and log unauthorized attempts to access the solution and classified information (e.g., # of invalid login attempts).	uFACTS will integrate with MILogin for authentication of users. All types of users accessing uFACTS including staff, claimant, Employer and Third-Party Administrators are authenticated by MILogin and authentication token are provided to uFACTS by MILogin. Unauthorized access and associated information are available in MILogin and uFACTS and MILogin and uFACTS will prevent, detect and log unauthorized access. uFACTS comes with fine grained access control and follows principle of least privilege for user authorization to system functionality and audit log capabilities. Access of classified is logged in system as audit log data. uFACTS will be integrated with State's existing enterprise SIEM solution for better monitoring and alerting/analytics.
EE.3.12	Manage System Security	Maintain and Retain System Audit Trails	The solution will support the LEO/UIA requirements to avoid sensitive and confidential information disclosures.	uFACTS will leverage MILogin to manage its coarse-grained access control and provides an on-demand strong authentication capability when accessing solution pages containing sensitive and confidential information, and access control is further strengthened by the application fine-grained security (such as field-level access). These additional layers of access / identity controls will enable the uFACTS to support the LEO/UIA requirements to avoid sensitive and confidential information disclosures.
EE.3.13	Manage System Security	Maintain and Retain System Audit Trails	The solution will log all errors and send notifications that include severity, date/time,	uFACTS solution will log events such as user creation, deletion, modification, lock/unlock, password change, role assignments, policy enforcements, exceptions, errors, and login failures. The solution will also notify all log events such as authentication authorization, session, group memberships or entitlements, policy enforcements, exceptions, failure, and

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			error description, and error codes.	violation in uFACTS. Optionally, the system logs from each of the IAM modules will be integrated with the state existing SIEM solution. The solution will also allow for the increase or decrease of the level of events logged, via log-level configuration settings.
EE.3.14	Manage System Security	Maintain and Retain System Audit Trails	The solution will provide the ability to log audit trails on all transactions and activities internal and external user may perform (e.g., IP address, user account ID, date/time stamp, event source, device/browser information, the outcome of an event (success or failure), and any other supplemental information related to the event).	uFACTS solution will log audit trails on all transactions and activities internal and external user may perform pertaining to uFACTS including authentication, authorization, system changes and field record modifications. These logs provide the ability to trace activities back to individual sources, users, or parties of the recorded event(s). In addition, uFACTS captures and logs audit information specific to system events.
EE.3.15	Manage System Security	Maintain and Retain	The solution will provide the ability to send notifications (e.g.,	uFACTS application logs are written to a NAS location and integrated with Azure Monitor to provide the ability to send notifications (e.g., email, text) based on audit log activity (e.g., solution usage exceeds a certain

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		System Audit Trails	email, text) based on audit log activity (e.g., solution usage exceeds a certain threshold).	threshold). uFACTS will be integrated with the State's existing SIEM solution analytics tool to provide better monitoring and alerting capabilities.
EE.3.16	Manage System Security	Maintain and Retain System Audit Trails	The solution will prevent unauthorized modifications or deletions of audit log records.	uFACTS will adhere to least privilege principle and access to servers and the log management system will be granted on need basis only. The uFACTS solution in addition to access control on infrastructure/server level, will maintain an audit log of activities. uFACTS will be integrated with the State's existing SIEM solution to avoid any prevent unauthorized modifications or deletions of audit log.
EE.3.17	Manage System Security	Maintain and Retain System Audit Trails	The solution will provide reporting capability to query for audit log records matching specific criteria (e.g., audit logs for a specific user between certain dates).	uFACTS will provide a user interface screen to authorized users that can be used to search for audit log information specific to the application based on specific criteria. MILogin will be used for reporting capabilities related to login and authentication related audit logs.
EE.3.18	Manage System Security	Maintain and Retain System Audit Trails	The solution will provide granular access control to different types of data records based on the permissions (e.g.,	uFACTS supports a granular role-based access control and will support the roles and responsibilities established by the state. The Contractors authorization module maps user roles to resource privilege combinations that will allow uFACTS to identify access to each screen and/or data

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			read, write, modify and delete).	element on the screens for each user that is authenticated and logged in. Data is presented only to those users authorized to act on it with the appropriate read, write or delete access.
EE.3.19	Manage System Security	Maintain and Retain System Audit Trails	The solution will not store any private or sensitive data in the error logs (e.g., passwords).	uFACTS will not store any private or sensitive data in the error logs. Application logs will be set to the lowest level (i.e., print only FATAL messages). For scenarios where certain private or sensitive information is required to support business operations like triaging and adhering to service level agreements, State approval is required.
EE.3.20	Manage System Security	Maintain and Retain System Audit Trails	The solution will encrypt any data classified as sensitive or confidential before persistence to a data store.	uFACTS will encrypt data classified as sensitive or confidential at rest and in-transit using strong encryption mechanisms. The integrity of the data over the transmission channel is protected using TLS v1.2 or higher encryption protocol to protect data from modification during the exchange of data over the network. Only registered users of third party will be allowed to access the API services using effective security controls.
EE.3.21	Manage System Security	Maintain and Retain System Audit Trail	The solution will not store database connection information, passwords, and any other sensitive credentials in plain text.	uFACTS solution will use Azure Key Vault service for storing sensitive configuration data like API keys, connection strings, and passwords. The Azure Key vault complies with Use FIPS 140-2 Level 2 and Level 3 standards, and it is used to store securely and tightly control access to tokens, passwords, certificates, API keys, and other secrets. Keys are never shared outside the region in which they were created. Access to the Key Vault will be locked down using restrictive role-based access control and access policies at the resource level to regulate use only by authorized application clients or users. The vault creates a single key-value-based

A	B	C	D	E
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				configuration object from multiple application configuration settings. The UI application reads the secrets from the key vault for establishing connectivity to individual application services.
Manage Staff Workload				
EE.4.1	Manage Staff Workload and Performance	Make Assignments	The solution will provide the ability for UI Management to assign work items to State Staff.	uFACTS will reduce workloads by driving customer interactions via its self-service module and then using intelligent routing to drive work to the right staff at the right time. The solution is designed to reduce the burden on UI management by using well defined business rules to automatically route work items whenever possible and practical. The workflow is designed to be automatically assigned, UI Management will have the ability to override the system and directly assign or reassign work items. UI Management can also set and change assignment priorities and add or modify individuals assigned to work various types of workflow, etc. Both UI Management and staff can create and assign new workflows depending on pre-defined business rules or based on their role in the system. The system will support both automatic assignment of work items (push) based on again pre-defined business rules and the manual assignment (pull) by authorized individuals.
EE.4.2	Manage Staff Workload	Make Assignments	The solution will establish the appropriate work items,	During design the Contractor will work with the State to setup the work queues in this three step process:

A	B	C	D	E
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	and Performance		assign work items to the appropriate work queues, and generate the appropriate notifications for State Staff based on the State's business rules.	1. Setup all State required issue types, sub types, rationales and legal citations, or create the individual workflows for monetary, BPC, and Appeals. This process can be modified on the fly at any time without code development. This increases the speed and accuracy of determinations and provides claimants with consistent and precise level of customer service. 2. The queue rating process is used by management staff with queue management security privileges to set the priority level for each work queue. uFACTS uses these ratings in the issue distribution algorithm to confirm that the highest priority issues are worked first. 3. In addition to determining which issues are of the highest priority, uFACTS distributes issues based upon staff skill level. Management sets each staff's skill level and priority for each work queue (high, moderate, low, or none). This designation controls which work items will be pushed to the staff member. Management can change skill profiles at any time, and updates are made immediately. Based on pre-defined rules and approved methods the staff can be alerted to new work items in their queue. The simplest way is for them to check their uFACTS "inbox" through the application as all items assigned to them will appear there. Additional notifications will be sent via email or text as required.

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EE.4.3	Manage Staff Workload and Performance	Make Workload Adjustments	The solution will provide the ability for UI Management to reassign work items to State staff based on workflows and the State's business rules.	UI Management can change staff skill profiles at any time, and updates are made immediately, this allows for the automatic redistribution of work items to specific individuals. For example, staff member A is working on quit issues but needs to be deployed to work DUA issues, their profile can be altered and the system automatically starts routing DUA issues to them. In addition to the automated work item distribution process, management can monitor issue queues and assign or reassign individual work items to staff manually. This is helpful in cases of Governor Office Constituent complaints where the claimant or employer work item needs to be escalated to more seasoned staff. Another scenario is that claimant or employer trigger an issue incorrectly and when staff begin to review it from their inbox they realize it is an work item they are not trained to resolve. Staff are able to make notes and reassign either back to the appropriate queue or to a supervisor queue for assistance. No matter what the situation uFACTS will provide management or staff depending on security roles and business rules the ability to get the correct work item to the correct person.
EE.4.4	Manage Staff Workload and Performance	Monitor Staff Workload	The solution will provide customizable summaries of State Staff scheduled workload (e.g., completed workload for	uFACTS will come with different types of management reports that have been developed with our customers over the years providing information and data of UI operations workloads. The management report repository will be configured with additional data elements or specific State reports. uFACTS open data platform will allow the State to access all of the information collected on a claim. The data can be used to configure one-

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			actual production completed).	time reports or scheduled reports. There is no limit to the data the State has access too, nor the different ways to join and deliver that information.
EE.4.5	Manage Staff Workload and Performance	Track and Monitor Staff Performanc e	The solution will monitor and track key performance indicators and metrics defined by the UIA agency (e.g., production of a common report for completed production, work item counts, time spent on calls etc.).	The Contactor's embedded dashboard generator provides users access to interactive dashboards on important topic areas like workload management. These dashboards will allow management the ability to view their key performance metrics over time, develop trend analysis, and drill down to individual users to determine performance and efficiency at a staff level. Data visualization allows management the ability to quickly and easily show trends, helping to drive improvements in UI operations and validate the effectiveness of those initiative against their key metrics. UIA will have full access to all data, UI Management or other authorized staff will be able to design and configure any additional reports or dashboards they feel would be valuable.
EE.4.6	Manage Staff Workload and Performance	Track and Monitor Staff Performanc e	The solution will track State Staff work / case progress for various activities by time period (day, week, and month).	Requirements EE 4.4 and EE 4.5 above, both reports and dashboards will be available for the tracking of UI operations down to the individual staff member. Staff information will be compared with a State determined baseline for workload completion, trends in the staff efficiency, and comparison to other individuals doing similar work. uFACTS will track all

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				interactions in the application to the particular staff member and can merge all activities for a complete view of their work activities.
Manage Communications				
EE.5.1	Manage Communications	Manage Website Information / Updates	The solution will ensure the website is fully accessible via browsers and scalable handheld devices.	The solution user interface is built using HTML5, CSS3, Bootstrap, and JavaScript libraries. It is fully mobile-compliant, employing responsive web technology through the industry-standard Bootstrap framework. The Bootstrap framework will allow the Contactor to keep the web pages responsive so rendering of these pages is seamless across desktops and mobile devices.
EE.5.2	Manage Communications	Manage Website Information / Updates	The solution will support the use of standard web browsers (e.g., Chrome, Safari, Firefox, Microsoft Edge, and Microsoft Internet Explorer) and support all major versions that are released.	uFACTS solution is browser agnostic. The user interface is designed and tested to support multiple browsers, including IE, Edge, Chrome, Firefox, and Safari. The cross-browser testing is performed across multiple phases of project testing: Unit Testing, System Testing, and User Acceptance Testing (UAT) to validate that the application remains compatible with various browsers.

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EE.5.3	Manage Communications	Manage Paper / Digital Forms of Communication	The solution will support mass communication, including allowing State Staff to easily query for email and home addresses of active Claimants.	uFACTS solution will have a built-in screen that will allow staff to search claimants email and different address on file for claimant. The screens will also provide an history of changes to claimant information for audit purposes. Detailed level data is stored in our integrated database. The database is open and available for Staff to query, sort and filter using a reporting/business analytics tool. The Contractor will leverage the State's existing Microsoft Power BI for ad-hoc reporting, visualizations and analytics. Staff will be able to create a query to support the sending of mass communications to specific groups such as active claimants.
EE.5.4	Manage Communications	Manage Paper / Digital Forms of Communication	The solution will track all digital communication (including text messages) sent to the Claimants and Employers.	uFACTS solution will maintain a copy of all communications sent to claimants and employers. The email tracking screen in the application allows staff to search and view the email sent to the users. uFACTS uses Twilio for sending text messages and outgoing messages are tracked and available to view via built-in search screen.
EE.5.5	Manage Communications	Manage Website Information / Updates	The solution will allow authorized State Staff to manage and maintain information on the website.	uFACTS solution will have built-in screens and tools that will allow authorized staff to manage content that is displayed to the users. The solution allows staff to update Publish/Notifications of Messages to users or groups of users Static dropdown values (e.g., countries, states, counties) Error messages

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				Language translations Labels Forms - Create new or modify existing. Fact Findings Correspondences. Online Help/Assistive Content Application Colors/Themes Application/Correspondence Logos
EE.5.6	Manage Communications	Perform Outreach	The solution will intake queries from external stakeholders (including media and legislators) and assign the appropriate workflows to appropriate State Staff.	Through the application's contact us page, users can submit an inquiry to the agency. For each inquiry the system will create a work item for staff review, and the workflow will be routed based on the routing rules and staff skills. The standard configuration of uFACTS includes an inquiry work item and during JAD session we will identify specific actions and business rules and configure the work items rules as per the State's requirements.
EE.5.7	Manage Communications	Perform Outreach	The solution must allow staff to identify partner organizations (e.g., non-profits) and send notices to those organizations	uFACTS Correspondence engine will allow sending correspondences to users or groups of individuals stored in the database. The Contractor will work with agency to determine the business rules for sending these correspondences to individual or groups.

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			individually and as a group (e.g., legislators, governor's office, union leadership, congressional entities).	
EE.5.8	Manage Communications	Perform Outreach	The solution will integrate with the CRT (Centralized Response Team) solution to intake legislative requests/inquiries.	uFACTS solution integration layers will allow integrating with an external system via API. The framework supports both real time and file-based integration. During design sessions, the Contractor will identify the business requirements and integration specification and modify our solution to integrate with the CRT system.
Manage Internal Controls				
EE.6.1	Manage Internal Controls	Perform Internal Audits	The solution will cross-match UI Benefits claim data with data from other sources, as mandated by the US DOL (e.g., cross-matching UI Benefits claim data with UI Tax	uFACTS Integrity Module will provide functionality required to support the required cross matches including Wage Detail, Incarceration, State Employee, State Directory of New Hires, National Director of New Hires, Vital Statistics and the NASWA Integrity Hub. Cross matches will run automatically based on State defined business rules. Examples: The Wage Detail Cross match automatically cross matches employer reported wage data for the specified time period (year/quarter) against

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			wage data reported by Employers).	claims filed for the same period of time. Daily, uFACTS further reviews potential hits against earnings reported by the claimants on the weekly certifications and will create a case for unreported or under reported earnings meeting an established threshold parameter. The New Hire Cross Match subcomponent is an automated cross-check of benefit payments with the new hire database whether national or state new hire, to identify weeks where a claimant received both unemployment benefits and was reported by an employer as being employed. Records returned, or "hits," are ordered by hire date (ascending) and grouped to streamline staff processing. Once claimants within a group have been researched, fact-finding can be generated as needed.
EE.6.2	Manage Internal Controls	Maintain Policy and Procedure	The solution will manage and maintain LEO/UIA policies based on the State and Federal requirements.	The UI Modernization project will utilize the State's Azure Dev Ops software to manage and maintain polices and requirements.
EE.6.3	Manage Internal Controls	Perform Internal Audits	The solution will provide the ability to audit internal staff and contractor trainings and compliance, e.g.:	In the User setup of the uFACTS solution the Contractor will obtain data if the individual has received the required training for internal audit purposes. The completion of training will be tracked in State Learning Management System and will be shared with uFACTS as a report. If through the report a user is non-compliant, a uFACTS security officer will have the ability to modify access based on the report. The update to a user's access is

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			o Michigan dept of treasury – Staff must be compliant to access solution o Federal taxpayer information – Staff must be compliant to access solution o IRS training – Staff must be compliant to access solution o Data Governance o Limited English proficiency o Ethical standards & conflict of interest	effective immediately, as is restoring access when user becomes compliant. uFACTS permissions will be at the application level, the screen level, and even down to the field level.
EE.6.4	Manage Internal Controls	Provide Staff Training, Learning and	The solution will provide the ability to track staff training, learning and development.	Tracking staff training, learning and development will fully be met with the development of a training completion report in the State's LMS system. LMS training completion report will be used for tacking training completion and as indicated in requirement number EE.6.3 be used by the Security Officer to add or modify system access.

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		Development		
EE.6.5	Manage Internal Controls	Perform Internal Audits	The solution will have the ability to track and manage internal audit requests (e.g., UIA staffing, financial reporting, monitor team performance).	uFACTS will provide the ability to develop ad hoc reports and queries against a reporting database. The reporting functionality supports the State's ability to manage financial accounting, generate statistical reports, and administer varied management and ad hoc reports for internal use or submission to other agencies. uFACTS will include a considerable number of standard reports (including ETA reports) that can be configured to meet unique needs the State may have. In our experience, we have found States reduce their volume of "daily print" reports by using a variety of real-time online screens, standardized reports, or ad hoc (online) queries within uFACTS. uFACTS will integrate with Power BI to provide dashboards and reports to, for example, track and manage staffing and monitoring team performance. The tool provides a flexible way to query uFACTS data for pertinent business processes or monitor activity. uFACTS' s out-of-the-box reporting capabilities will produce daily, weekly, monthly, quarterly, and annual reports that coincide with jobs run according to business rules. uFACTS monitors and integrates logs for a variety of different events, including system changes and field record modifications. These logs provide the ability to trace activities back to individual sources, users, or parties of the recorded event(s). uFACTS provides event logging functionality to track predefined events in the system (e.g., when an

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				address has been changed by a claimant or when passwords are changed.) With uFACTS Track Data Access features, the system tracks a staff user's access to secured Personally Identifiable Information (PII) such as SSN.
Provide UIA System Support				
EE.7.1	Provide UIA System Support Services	Support Technical Inquiries Related to the System	The solution will have the ability for tracking, managing, and resolving technical inquiries related to the system.	uFACTS native logging capabilities will provide detailed audit trails. The solution integrates with log4Net to provide consolidated logging. Messages are categorized into various categories such as Informational, Warning, Error etc. Logs are stored on a NAS location and to Azure Monitor for better monitoring capabilities. Azure Monitor integrates with the services provided by Azure, as well as within the operating environments of the application through log streaming. The Contractor will configure many pre-configured dashboards, and The Contractor will work with the State IT teams to configure and create additional customizable alerting and dashboards to meet specific needs of the managing teams. Azure Monitor provides granular access to specific dashboards to teams based on their role and function.
EE.7.2	Provide UIA System Support Services	Manage Infrastructure	The solution will provide a flexible and scalable solution that is	uFACTS technical architecture is built on modern Open Architecture Standards that will allow for continuous enhancements and modernization to keep up with changing technology and business needs. uFACTS leverages a Layered Architecture Pattern to logically separate the system

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			compliant with industry standards.	into Presentation, Services, Integration, Data Access, Data and Security Layers. uFACTS will support scaling up or down both horizontally and vertically to handle varying loads.
EE.7.3	Provide UIA System Support Services	Manage Infrastructure	The solution will support relational database management system (RDBMS) capabilities and services.	The uFACTS Solution Framework uses Relational Database Management System (RDBMS) to provide efficient, reliable and secure data management of high-volume online transaction processing. The RDBMS provides efficient, reliable, and secure data management for the UI application such as high-volume, online transaction processing environments. It provides the tools and functionality to meet the availability and scalability requirements of enterprise applications. It supports large deployments with features that include row-level locking and multi-version read consistency, allowing an application to quickly and easily scale from tens to thousands of online users. Below listed are some of the many capabilities used by the uFACTS solution. The ability to scale to many users Data integrity Data Security Built-in audit capabilities Point in time recovery Backup and recovery utilities Logging for backup, recovery, and auditing

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				Support for large objects (BLOBS, CLOBS, spatial data, etc.) ACID database transaction: Atomicity, Consistency, Isolation, and Durability
EE.7.4	Provide UIA System Support Services	Manage Infrastructure	The solution will manage all data by the system (e.g., configuration, transactions) and data will be stored in the database repository.	The uFACTS solution data tier uses a relational database for application storage. The framework uses Object Relational Model (ORM) for database transactions. The application data access layers provide atomicity in data handling because the ORM in-memory repository will be committed at one time to an underlying database transaction. The data model used by the uFACTS solution is normalized, and it minimizes the capture and storage of redundant data.
EE.7.5	Provide UIA System Support Services	Manage Infrastructure	The solution will support an online data dictionary and table relationships that describes and maintains information on each data element including data element name and type, description of the data element, and the format of each data element.	The uFACTS solution will come with standard with a comprehensive online data model and data dictionary. It is available online, easily accessible, and helps teams collaborate efficiently. It will allow everyone in the team to stay up to date with the database schema, and will help new developers, the dba team, or business users understand the database and the intent of each field and measure. Especially for business users so they can build their ad-hoc reports more effectively. The data dictionary contains the following details− All the database tables and the associated application module. Table and Column descriptions Table constraints such as primary key and foreign keys Column data types and length

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EE.7.6	Provide UIA System Support Services	Manage External Interfaces/Integrations	The solution will utilize open architecture for user and system interfaces utilizing current and industry-accepted standards, methods, and protocols (e.g., APIs).	uFACTS Solution's open architecture and flexible design will allow it to integrate seamlessly with multiple systems. The solution Integration Architecture is built on industry standard and widely used communication protocols such as HTTPS, SFTP, FTPS, TCP/IP and SMTP that makes the solution highly interoperable. There are no proprietary communication methods used in the solution that limits our ability to configure integrations required for the UI solution.
EE.7.7	Provide UIA System Support Services	Manage External Interfaces/Integrations	The solution will support the use of a Service Oriented Architecture and common and customizable Web Services.	The uFACTS Solution Framework is built based on Service Oriented Architecture (SOA) and Open Standards. The SOA architecture provides the capabilities for an easy integration with legacy and other Web-based systems across agencies within the State. The framework supports both industry-standard REST and SOAP services built on Microsoft ASP.NET Web API and Windows Communication Foundations (WCF) frameworks.
EE.7.8	Provide UIA System Support Services	Manage External Interfaces/Integrations	The solution will provide non-proprietary extensibility using standard, commonly available Web-based or	The API programming model of uFACTS is built using Microsoft .NET Core Web API and WCF for real-time interactions with third party system either via REST/JSON or SOAP/XML. The framework is also extendable to support additional data format or protocols as needed.

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			Microsoft-based tools and languages.	
EE.7.9	Provide UIA System Support Services	Manage External Interfaces/Integrations	The solution will integrate directly with third-party systems using API-enabled protocols.	The uFACTS Solution provides comprehensive API capabilities. The Integration Tier consists of components that will allow the State's new system to interoperate with business partners, legacy systems, IVR systems, and external systems at other agencies. The Integration Tier will allow for more seamless integration between APIs and components and prevents the need for extra or redundant business orchestration steps within the published APIs. uFACTS supports the authentication of various APIs to validate that services are secure, validating the identity of the caller before allowing any operations on the API.

SCHEDULE B – PRICING SCHEDULE

Milestones	Deliverables/Work Products	Tax	Percentage of Fees
Project Planning & Management	1. Project Kickoff Materials	$158,898.91	0.91%
	2. Project Management Plan	$158,898.91	0.91%
	3. Project Deployment Plan	$158,898.91	0.91%
	4. Baseline Project Schedule	$158,898.91	0.91%
	5. Configuration Management Plan	$158,898.91	0.91%
	6. Stakeholder Outreach and Communication Plan	$158,898.91	0.91%
	7. Deliverable Expectation Documents (DEDs)	$158,898.91	0.91%
Requirements & Design Validation	Validation Sessions	$198,623.63	1.13%
	Final Requirement Validation Document	$198,623.64	1.13%
	Final Design Document	$198,623.64	1.13%
	Final Implementation Document	$198,623.64	1.13%
Enterprise Analysis and Design	1. Requirements Traceability Matrix	$397,247.27	2.27%
	2. Conceptual Design Documentation	$397,247.28	2.27%
Provision Environments	1. Validate Test and Production environments	$794,494.55	4.54%
Build (Development and Configuration)	1. Solution Implementation Plan	$317,797.82	1.81%
	2. Final Solution and Testing Document	$317,797.82	1.81%
	3. Data Conversion and Migration Plan	$317,797.82	1.81%
	4. Integration Plan	$317,797.82	1.81%
	5. Cutover Plan	$317,797.82	1.81%
Testing & Acceptance	1. Test Plan	$317,797.82	1.81%
	2. Test Cases and Test Scripts	$317,797.82	1.81%
	3. System Integration Test Results	$317,797.82	1.81%
	4. UAT Support and UAT Results	$317,797.82	1.81%
	5. Final Test Results Report	$317,797.82	1.81%
	6. Final Training Documentation	$317,797.82	1.81%
	7. Final Acceptance	$317,797.82	1.81%

Training & Knowledge Transfer	1. Training Plan	$476,696.73	2.72%
	2. Training Curriculum and Materials	$476,696.73	2.72%
	3. Training Completion Report	$476,696.73	2.72%
Organizational Change Management	Stakeholder Assessment	$162,515.00	0.93%
	Change Readiness Strategy and Objectives	$162,515.00	0.93%
	Organizational Alignment and Action/Sponsorship Plan	$162,515.00	0.93%
	OCM Plan	$243,773.00	1.39%
	Stakeholder Engagement Strategy	$162,515.00	0.93%
	Stakeholder Communication Plan	$243,773.00	1.39%
	Impact and Readiness Assessment	$162,515.00	0.93%
	Organizational Transition Impact	$162,515.00	0.93%
	Report Adoption Metrics	$162,515.00	0.93%
Cutover Readiness and Production Go-Live	1. Readiness Report	$1,112,292.37	6.35%
	2. Updated Project Implementation Plans	$1,112,292.37	6.35%
	3. Final As-Built System Documentation	$1,112,292.37	6.35%
	4. Technical Documentation for Knowledge Transfer	$1,112,292.37	6.35%
	5. Updated Cutover Plan and Schedule	$1,112,292.37	6.35%
	6. Cutover Completion Report	$1,588,989.10	9.07%
Tax Total		**$17,515,042.00**	

Milestones	Deliverables/Work Products	Benefits	Percentage of Fees
Project Planning & Management	1. Project Kickoff Materials	$296,784.20	0.95%
	2. Project Management Plan	$296,784.20	0.95%
	3. Project Deployment Plan	$296,784.20	0.95%
	4. Baseline Project Schedule	$296,784.20	0.95%
	5. Configuration Management Plan	$296,784.20	0.95%
	6. Stakeholder Outreach and Communication Plan	$296,784.20	0.95%

	7. Deliverable Expectation Documents (DEDs)	$296,784.20	0.95%
Requirements & Design Validation	Validation Sessions	$370,980.25	1.19%
	Final Requirement Validation Document	$370,980.25	1.19%
	Final Design Document	$370,980.25	1.19%
	Final Implementation Document	$370,980.25	1.19%
Enterprise Analysis and Design	1. Requirements Traceability Matrix	$741,960.50	2.37%
	2. Conceptual Design Documentation	$741,960.50	2.37%
Provision Environments	1. Validate Test and Production environments	$1,483,921.00	4.74%
Build (Development and Configuration)	1. Solution Implementation Plan	$593,568.40	1.90%
	2. Final Solution and Testing Document	$593,568.40	1.90%
	3. Data Conversion and Migration Plan	$593,568.40	1.90%
	4. Integration Plan	$593,568.40	1.90%
	5. Cutover Plan	$593,568.40	1.90%
Testing & Acceptance	1. Test Plan	$593,568.40	1.90%
	2. Test Cases and Test Scripts	$593,568.40	1.90%
	3. System Integration Test Results	$593,568.40	1.90%
	4. UAT Support and UAT Results	$593,568.40	1.90%
	5. Final Test Results Report	$593,568.40	1.90%
	6. Final Training Documentation	$593,568.40	1.90%
	7. Final Acceptance	$593,568.40	1.90%
Training & Knowledge Transfer	1. Training Plan	$890,352.60	2.84%
	2. Training Curriculum and Materials	$890,352.60	2.84%
	3. Training Completion Report	$890,352.60	2.84%
Organizational Change Management	OCM Plan	$325,031.00	1.04%
	Stakeholder Engagement Strategy	$243,773.00	0.78%
	Stakeholder Communication Plan	$325,031.00	1.04%
	Impact and Readiness Assessment	$243,773.00	0.78%
	Organizational Transition Impact	$243,773.00	0.78%
	Report Adoption Metrics	$243,773.00	0.78%

Cutover Readiness and Production Go-Live	1. Readiness Report	$2,077,489.40	6.64%
	2. Updated Project Implementation Plans	$2,077,489.40	6.64%
	3. Final As-Built System Documentation	$2,077,489.40	6.64%
	4. Technical Documentation for Knowledge Transfer	$2,077,489.40	6.64%
	5. Updated Cutover Plan and Schedule	$2,077,489.40	6.64%
	6. Cutover Completion Report	$2,967,842.00	9.48%
Benefits Total		**$31,303,574.00**	

Milestones	Deliverables/Work Products	Warranty & O&M per Month	Percentage of Fees
Warranty & O&M Base Year 3	Warranty Month 1	$-	
	Warranty Month 2	$-	
	Warranty Month 3	$-	
	Warranty Month 4	$-	
	O&M Summary Report Month - 1	$325,205.00	
	O&M Summary Report Month - 2	$325,205.00	
	O&M Summary Report Month - 3	$325,205.00	
	O&M Summary Report Month - 4	$325,205.00	
	O&M Summary Report Month - 5	$325,205.00	
	O&M Summary Report Month - 6	$325,205.00	
	O&M Summary Report Month - 7	$325,205.00	
	O&M Summary Report Month - 8	$325,205.00	
O&M Base Year 4	O&M Summary Report Month - 1	$334,961.00	3.00%
	O&M Summary Report Month - 2	$334,961.00	
	O&M Summary Report Month - 3	$334,961.00	
	O&M Summary Report Month - 4	$334,961.00	
	O&M Summary Report Month - 5	$334,961.00	
	O&M Summary Report Month - 6	$334,961.00	
	O&M Summary Report Month - 7	$334,961.00	
	O&M Summary Report Month - 8	$334,961.00	
	O&M Summary Report Month - 9	$334,961.00	
	O&M Summary Report Month - 10	$334,961.00	

	O&M Summary Report Month - 11	$334,961.00	
	O&M Summary Report Month - 12	$334,961.00	
O&M Base Year 5	O&M Summary Report Month - 1	$345,010.00	3.00%
	O&M Summary Report Month - 2	$345,010.00	
	O&M Summary Report Month - 3	$345,010.00	
	O&M Summary Report Month - 4	$345,010.00	
	O&M Summary Report Month - 5	$345,010.00	
	O&M Summary Report Month - 6	$345,010.00	
	O&M Summary Report Month - 7	$345,010.00	
	O&M Summary Report Month - 8	$345,010.00	
	O&M Summary Report Month - 9	$345,010.00	
	O&M Summary Report Month - 10	$345,010.00	
	O&M Summary Report Month - 11	$345,010.00	
	O&M Summary Report Month - 12	$345,012.00	
O&M Base Years Total		**$10,761,294.00**	

5 Year Contract Total	**$59,579,910.00**

Milestones	Deliverables/Work Products	Optional O&M	Percentage of Fees
O&M Option Year 1	O&M Summary Report Month - 1	$355,360.00	3.00%
	O&M Summary Report Month - 2	$355,360.00	
	O&M Summary Report Month - 3	$355,360.00	
	O&M Summary Report Month - 4	$355,360.00	
	O&M Summary Report Month - 5	$355,360.00	
	O&M Summary Report Month - 6	$355,360.00	
	O&M Summary Report Month - 7	$355,360.00	
	O&M Summary Report Month - 8	$355,360.00	
	O&M Summary Report Month - 9	$355,360.00	
	O&M Summary Report Month - 10	$355,360.00	
	O&M Summary Report Month - 11	$355,360.00	

	O&M Summary Report Month - 12	$355,360.00	
O&M Option Year 2	O&M Summary Report Month - 1	$366,021.00	3.00%
	O&M Summary Report Month - 2	$366,021.00	
	O&M Summary Report Month - 3	$366,021.00	
	O&M Summary Report Month - 4	$366,021.00	
	O&M Summary Report Month - 5	$366,021.00	
	O&M Summary Report Month - 6	$366,021.00	
	O&M Summary Report Month - 7	$366,021.00	
	O&M Summary Report Month - 8	$366,021.00	
	O&M Summary Report Month - 9	$366,021.00	
	O&M Summary Report Month - 10	$366,021.00	
	O&M Summary Report Month - 11	$366,021.00	
	O&M Summary Report Month - 12	$366,021.00	
O&M Option Year 3	O&M Summary Report Month - 1	$377,002.00	3.00%
	O&M Summary Report Month - 2	$377,002.00	
	O&M Summary Report Month - 3	$377,002.00	
	O&M Summary Report Month - 4	$377,002.00	
	O&M Summary Report Month - 5	$377,002.00	
	O&M Summary Report Month - 6	$377,002.00	
	O&M Summary Report Month - 7	$377,002.00	
	O&M Summary Report Month - 8	$377,002.00	
	O&M Summary Report Month - 9	$377,002.00	
	O&M Summary Report Month - 10	$377,002.00	
	O&M Summary Report Month - 11	$377,002.00	
	O&M Summary Report Month - 12	$377,002.00	
O&M Option Year 4	O&M Summary Report Month - 1	$388,312.00	3.00%
	O&M Summary Report Month - 2	$388,312.00	
	O&M Summary Report Month - 3	$388,312.00	
	O&M Summary Report Month - 4	$388,312.00	
	O&M Summary Report Month - 5	$388,312.00	
	O&M Summary Report Month - 6	$388,312.00	
	O&M Summary Report Month - 7	$388,312.00	
	O&M Summary Report Month - 8	$388,312.00	

	O&M Summary Report Month - 9	$388,312.00	
	O&M Summary Report Month - 10	$388,312.00	
	O&M Summary Report Month - 11	$388,312.00	
	O&M Summary Report Month - 12	$388,312.00	
O&M Option Year 5	O&M Summary Report Month - 1	$399,961.00	3.00%
	O&M Summary Report Month - 2	$399,961.00	
	O&M Summary Report Month - 3	$399,961.00	
	O&M Summary Report Month - 4	$399,961.00	
	O&M Summary Report Month - 5	$399,961.00	
	O&M Summary Report Month - 6	$399,961.00	
	O&M Summary Report Month - 7	$399,961.00	
	O&M Summary Report Month - 8	$399,961.00	
	O&M Summary Report Month - 9	$399,961.00	
	O&M Summary Report Month - 10	$399,961.00	
	O&M Summary Report Month - 11	$399,961.00	
	O&M Summary Report Month - 12	$399,961.00	
O&M Option Years Total		**$22,639,872.00**	

10 Year Contract Total	**$82,219,782.00**

Maintenance and Support pricing is based on current software and State customizations, enhancements, and utilities previously purchased. For each additional user license, utility, or State customization purchased, the Fees for Maintenance and Support will increase proportionally.

Rate Card

Resource	On-Site Hourly Rate	Offshore Hourly Rate
Project Leader	$395	
Project Manager	$325	
Solution Architect	$295	

Cloud Architect	$295	
Technical Lead	$295	
Business Lead	$286	
UI Business Consultant	$250	
Business Analyst - 3	$214	
Business Analyst - 2	$175	
Business Analyst - 1	$150	
Training Manager	$333	
Training Lead	$293	
Trainer - 2	$225	
Trainer - 1	$175	
OCM Manager	$325	
OCM Lead	$290	
OCM Consultant - 3	$225	
OCM Consultant - 2	$175	
OCM Consultant - 1	$150	
Database Administrator - 3*	$224	$75
Database Administrator - 2*	$175	$54
Database Administrator - 1*	$150	$45
Development Manager*		$114
Development Lead*	$234	$54
Developer - 3*	$175	$54
Developer - 2*	$150	$45
Developer - 1*	$125	$36
Testing Lead*	$225	$75
Tester - 2*	$145	$45
Tester - 1*	$120	$36
Security Lead	$298	
Security Engineer	$247	
Security & Vulnerability Consultant - 2	$160	
Security & Vulnerability Consultant - 1	$135	
Production Support Engineer - 3	$234	
Production Support Engineer - 2	$175	
Production Support Engineer - 1	$150	

System Administrator - 3	$207	
System Administrator - 2	$165	
System Administrator - 1	$140	
Release/Delivery Manager*		$75
Training Developer*		$75

* Resources from our global delivery centers (off-shore)

*Different roles may be performed by the same person and will be broken out when invoiced.

Contractor Rate Card for Ancillary Professional Services are subject to increase 3% year over year.

Travel and Expenses
The State does not pay for overtime or travel expenses.

SCHEDULE C – INSURANCE SCHEDULE

Required Coverage.

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

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence $1,000,000 Personal & Advertising Injury $2,000,000 Products/Completed Operations $2,000,000 General Aggregate Limit	Policy must be endorsed to include “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds with respect to Contractor’s acts or omissions in performance under this Agreement using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimal Limits: $1,000,000 Per Accident	Policy must: (1) be endorsed to include “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds with respect to Contractor’s acts or omissions in performance under this Agreement; and (2) include Hired

Required Limits	Additional Requirements
	and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Privacy and Network Security Liability (Cyber Liability) Insurance	
Minimal Limits: $3,000,000 Each Claim for wrongful acts $1,000,000 Annual Aggregate	Policy must cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability. The insurance may be included under a Professional Liability coverage form.

1.1 If any required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities subject to continued commercial availability for such coverage; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the

Effective Date of this Contract, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

1.2 Contractor must: (i) provide industry standard ACORD insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within thirty (30) days if any policy is cancelled unless replacement coverage meeting the terms and conditions hereunder are obtained without lapse; and (iv) excluding Network Security and Privacy Liability, waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

SCHEDULE D – SERVICE LEVEL AGREEMENTS

The parties agree as follows:

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

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

"**Critical Service Error**" has the meaning set forth in the Service Level Table.

"**Error**" means, generally, any failure or error referred to in the Service Level Table. If an error is related to the integrations and functionality of uFACTS, only those errors that are the result of a deviation from the approved project deliverables shall be subject to Service Credits.

"**First Line Support**" means the identification, diagnosis and correction of Errors by the State.

"**High Service Error**" has the meaning set forth in the Service Level Table.

"Low Service Error" has the meaning set forth in the Service Level Table.

"**Medium Service Error**" has the meaning set forth in the Service Level Table.

"**Resolve**" and the correlative terms, "**Resolved**", "**Resolving**" and "**Resolution**" each have the meaning set forth in **Section 2.4**

"**Service Credit**" has the meaning set forth in **Section 3.1**

"**Second Line Support**" means the identification, diagnosis and correction of Errors by the provision of (a) telephone and email assistance by a qualified individual on the Contact List and remote application support, or (b) on-site technical support at the State's premises by a qualified individual on the Contact List.

"**Service Levels**" means the defined Error and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

"**Service Level Table**" means the table set out in **Section 2.4**

"**State Cause**" means any of the following causes of an Error: (a) a State server hardware problem; (b) a State Systems problem, excluding any Deliverables provided in the

Statement of Work (c) a desktop/laptop hardware problem; or (d) a State network communication problem

"**State Systems**" means the State's information technology infrastructure, including the State's computers, software, data, electronic systems (including database management systems) and networks.

"**Support Hours**" means 8 a.m. – 5 p.m. Eastern Monday through Friday.

"**Support Period**" means the period of time beginning 90 days after the date the Software has entered full production mode and ending on the date the Contract expires or is terminated.

"**Support Request**" has the meaning set forth in **Section 2.2**.

2. Support Services. The State will provide First Line Support prior to making a Service Request for Second Line Support. Contractor shall perform all Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Contract, including the Service Levels and other Contractor obligations set forth in this **Section 2**.

2.1 Support Service Responsibilities. Contractor shall:

(a) provide unlimited telephone support during all Support Hours;

(b) respond to and Resolve all Support Requests in accordance with the Service Levels;

(c) provide unlimited remote Second Line Support to the State during all Support Hours;

(d) provide on-premise Second Line Support to the State if remote Second Line Support will not Resolve the Error; and

(e) provide to the State all such other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

2.2 Support Requests. Once the State has determined that an Error is not the result of a **State Cause**, the State may request Support Services by way of a Support Request. The State shall classify its requests for Error corrections in accordance with the support request classification and definitions of the Service Level Table set forth in **Section 2.4** (each a "**Support Request**"). The State shall notify Contractor of each Support Request by e-mail or telephone. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

2.3 State Obligations. The State shall provide the Contractor with each of the following to the extent reasonably necessary to assist Contractor to reproduce operating conditions similar to those present when the State detected the relevant Error and to respond to and Resolve the relevant Support Request:

(i) if not prohibited by the State's security policies, remote access to the State Systems, and if prohibited, direct access at the State's premises;

(ii) output and other data, documents and information, each of which is deemed the State's Confidential Information as defined in the Contract; and

(iii) such other reasonable cooperation and assistance as Contractor may request.

2.4 Service Level Table. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time or provided a resolution plan approved by the State. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	(a) Issue affecting entire Software system or single critical production function for which there is no workaround option available; (b) Software down or operating in materially degraded state; (c) Data security at risk; (d) Material financial impact; (e) Widespread application access interruptions, not related to State Cause: or	Contractor shall acknowledge receipt of a Support Request within thirty (30) minutes.	Contractor shall Resolve the Support Request as soon as practicable and no later than eight (8) hours after Contractor's receipt of the Support Request. If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the support classification assessment will be reduced to a High Service Error.

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
High Service Error	(a) A Critical Service Error for which the State has received, within the Resolution time for Critical Service Errors, a work-around that the State has accepted in writing; or (b) Primary component failure that materially impairs Software's performance; (c) Data entry or access is materially impaired on a limited basis; or (d) performance issues of severe nature impacting critical processes	Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around, within twenty-four (24) hours.	Contractor shall Resolve the Support Request as soon as practicable and no later than 48 hours after Contractor's receipt of the Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around. If the State does not deem the provided solution resolved after review and/or testing, the Contractor Required Resolution Time elapsed will continue from the time of notification or 24 hours, whichever is more, to the Contractor of the rejection of the solution.

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Medium Service Error	An isolated or minor Error in the Software that meets any of the following requirements: (a) does not significantly affect Software functionality; (b) can or does impair or disable only certain non-essential Software functions; or (c) does not materially affect the State's use of the Software	Contractor shall acknowledge receipt of the Support Request within two (2) Business Days.	Contractor shall Resolve the Support Request as soon as practicable and no later than thirty (30) Calendar Days after State's acceptance testing of the Support Request or as mutually agreed. If the State does not deem the provided solution resolved after review and/or testing, the Contractor Required Resolution Time elapsed will continue from the time of notification, or five (5) Business Days, whichever is more to the Contractor of the rejection of the solution.
Low Service Error	Request for assistance, information, or services that are routine in nature.	Contractor shall acknowledge receipt of the Support Request within five (5) Business Days.	N/A

2.5 Escalation. If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the Contractor Project Manager and State Program Managers, or their designees, and then to the parties' respective Contract Administrators.

2.6 Time Extensions. The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.

2.7 Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:

(a) the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution;

(b) its Service Level performance, including Service Level response and Resolution times; and

(c) the Service Credits to which the State has become entitled.

3. Service Credits.

Service Credit Amounts. If the Contractor fails to respond to a Support Request within the applicable Service Level response time or to Resolve a Support Request within the applicable Service Level Resolution time, the State will be entitled to the corresponding service credits specified in the table below ("**Service Credits**"), provided that the relevant Error did not result from a State Cause. For avoidance of doubt, Service Credits will not be applied against Contractor for such failure or Error that are caused by a third party (who is not a subcontractor of Contractor), the State, or hardware or software that is supplied by a third party to the State.

The clock measuring the time for SLA resolution will start upon Contractor response to the Support Request. The clock will stop for the period of time the Contractor is waiting on material activities or material information external to the Contractor or Contractor's subcontractors. Examples of stopping the clock include anything relating to State Cause, Contractor notification to State for key input or decisions required to address the Error, or Contractor notification to State to confirm resolution.

Support Request Classification	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	An amount equal to 5% of the then current monthly Support Fee for each hour by which Contractor's response exceeds the required Response time.	An amount equal to 5% of the then current monthly Support Fee for each four (4) hour period, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
High Service Error	An amount equal to 3% of the then current monthly Support Fee for each Business Day, and a pro-rated	An amount equal to 3% of the then current monthly Support Fee for each twenty-four (24) hour period, by which Contractor's

Support Request Classification	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)
	share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Response time.	Resolution of the Support Request exceeds the required Resolution time.

Applicability of Service Levels and Service Level Credits:

Service Level Credit's in Section 3 apply after the completion of the Warranty Period.

Should a singular occurrence of an Error result in multiple Service Level Metrics not being met in a given month, the State will only be entitled to receive the highest level of Service Level Credit associated with the root cause of the Error. For the avoidance of doubt, this will not preclude the State from receiving Service Level Credits pursuant to this Section 3.0 if an Error is resolved and thereafter repeats and causes Contractor to fail to meet the same Service Level Metric within the same month.

Compensatory Purpose. The parties intend that the Service Credits constitute compensation to the State, and not a penalty. The parties acknowledge and agree that the State's harm caused by Contractor's delayed delivery of the Support Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's breach of its Service Level obligations. Notwithstanding any provision to the contrary, the maximum amount of Service Credits that may be imposed on the Contractor in any month shall not exceed 20% of the applicable current monthly Support Fee.

3.1 Issuance of Service Credits. Contractor shall, for each monthly invoice period, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State has become entitled during that invoice period. Contractor shall pay the amount of the Service Credit as a debt to the State within fifteen (15) Business Days of issue of the Service Credit acknowledgment, provided that, at the State's option, the State may, at any time prior to Contractor's payment of such debt, deduct the Service Credit from the amount payable by the State to Contractor pursuant to such invoice.

3.2 **Reserved**

3.3 With regards to a particular failure to meet a Service Level Metric, in the event that the State chooses to accept a Service Level Credit, as set forth above, the Service Level Credits set forth above shall be the State's sole and exclusive monetary remedy for such failure by the Contractor to achieve the service level requirements as set forth in the chart above; provided however, that in the event that the State chooses not to accept such Service Level Credit for such failure, such Service Level Credit shall not prevent the State from exercising its right to terminate the Contract or seek other remedies in accordance with the Contract.

3.4 Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Service Levels for Resolution of any Critical Service Errors or High Service Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this **3.3**, the State may terminate this Schedule for cause in accordance with terms of the Contract.

4. Deliverable/Work Product Milestone Service Level. Contractor will meet each individual Deliverables/Work Products milestone listed in Schedule A Statement of Work, Section 22 – Non Software Milestone Deliverables Table in accordance with the required times and other terms and conditions set forth in **Section 4 ("**Deliverable/Work Product **Milestone Service Level")**, and the Contract.

4.1 Foreseen Missed Deliverable/Work Product Milestone. If Contractor identifies a Deliverable/Work Product milestone will be missed, Contractor will inform the Agency and DTMB Program Managers in writing within 5 business days before the missed Deliverable/Work Product milestone.

4.2 Deliverable/Work Product Milestone Time Service Requests. The State will classify its Service Delinquency in accordance with the descriptions set forth in the chart below (each a **"**Deliverable/Work Product **Time Service Classification"**).

Time Service Classification	**Description:** *****The term "missed" shall mean the submission of an individual Deliverable/Work Product past its due date.
Critical Time Service Delinquency	• A Deliverable/Work Product milestone is missed by more than 20 business days

High Time Service Delinquency	• A Deliverable/Work Product milestone is missed by between 15 and 19 business days
Medium Time Service Delinquency	• A Deliverable/Work Product milestone is missed by between 10 and 14 business days

4.3 Resolution Time Service Levels. Resolution times will be measured from the end of the initial Deliverable/Work Product milestone date to the Resolved date, in the case of Resolution time. **"Resolve"** (including "**Resolved**", "**Resolution**" and correlative capitalized terms) means that, as to any Service Delinquency, Contractor has completed the Deliverable/Work Product milestone as described below.

Time Service Classification	**Service Level Credits** **(For Failure to Meet any Milestone Within the Corresponding Required Resolution Time)**
Critical Time Service Delinquency	Failure to meet Deliverable/Work Product milestone – a service level credit of 20% of the fixed fee for the Percent of Payment for the Deliverable/Work Product that was submitted past its due date
High Service Delinquency	Failure to meet Deliverable/Work Product milestone – a service level credit of 10% of the fixed fee for the Percent of Payment for the Deliverable/Work Product that was submitted past its due date

Medium Service Delinquency	Five percent (5%) of the fixed fee for the milestone payment.

4.4 Scope Changes. Any changes to the scope of work as defined in Schedule A by the State or Contractor will result in a Change Notice with additional cost and/or timeline impacts. All Service Level Agreements for the Deliverable/Work Product Milestones are considered void and must be re-established when/if a new project schedule is established.

4.5 Delays. If the State does not complete any task in the required time as defined in the Project Plan, Timeline and Milestones Section of this contract, all Service Level Agreements for the Deliverable/Work Product Milestones are considered void and must be re-established when an updated project schedule is created and agreed upon. If State delays result in a timeline extension, a change order will be required to document the change in timeline and may result in additional cost. This section is void if State delay is caused primarily by Contractor.

(a) Testing, Acceptance and Credits. User Acceptance Testing (UAT) of all functionality for the Software and any other required modules will be tested by the State in a timely manner as per the acceptance criteria set forth in this Change Notice. User acceptance testing will adhere to the agreed upon published project schedule. Testing delays caused solely by the Contractor shall result in service credits for the State, as outlined in **Section 5.3.** Further, testing delays directly attributed to the Contractor failing to meet the published standard of promptness for defect resolution necessary for continued user acceptance testing shall result in service credits for the State, as outlined in **Section 5.3.**

4.6 The State and Contractor with mutual agreement can extend the timeline as needed. SLAs will be modified to reflect these extensions.

4.7 Service Level Credits.. Failure to achieve any of the Deliverable/Work Product Milestones will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 5.3** ("**Service Level Credits**") in accordance with payment terms set forth in the Contract. For the avoidance of doubt, Service Credits will not be applied against Contractor for the failure to meet any Deliverable/Work Product milestone that are caused by any third party, the State, or hardware or software that is supplied by a third party to the State, who is not subcontract of Contractor. With regards to a particular failure to meet a Deliverable/Work Product Milestone, in the event that the State chooses to accept a Service Level Credit, as set forth above, the Service Level Credits set forth above shall be the State's sole and exclusive monetary remedy for such failure by the Contractor to achieve the service level requirements as set forth in the chart above; provided however, that in the event that the

State chooses not to accept such Service Level Credit for such failure, such Service Level Credit shall not prevent the State from exercising its right to terminate the Contract or seek other remedies in accordance with the Contract. Notwithstanding any provision to the contrary, the maximum amount of Service Credits that may be imposed on the Contractor for Section 4 shall not exceed 9.9% of the Implementation Fees, as identified in Schedule B of the Contract.

4.8 Corrective Action Plan. If two or more Critical Service Delinquencies occur in any thirty (30) day period unless as a result of delays caused by the State, the Contractor will promptly investigate the root causes of these Service Delinquencies and provide to the State within ten (10) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein unless delays are caused by the State.

5. Communications. In addition to the mechanisms for giving notice specified in the Contract, unless expressly specified otherwise in this Schedule or the Contract, the parties may use e-mail for communications on any matter referred to herein.

SCHEDULE E – DATA SECURITY REQUIREMENTS

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

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

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

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

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

"**NIST**" means the National Institute of Standards and Technology.

"**PCI**" means the Payment Card Industry.

"Penetration Testing" simulated attack on the application and infrastructure to identify security weaknesses

"**PSP**" or **"PSPs"** means the State's IT Policies, Standards and Procedures.

"**SSAE**" means Statement on Standards for Attestation Engagements.

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

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

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

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

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

(c) protect against unauthorized disclosure, access to, or use of the State Data;

(d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and

(e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times, in its performance of the Services, comply with all applicable public and non-public State IT policies and standards that have been provided to Contractor in writing in advance of its performance of the Services, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html. For clarity, any audits or inspections to determine compliance with those policies and standards will be as set forth in Sections 6 and 8 of this Schedule.

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

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

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

5.1 If Hosted Services are provided by the Contractor, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit aligned with 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, developed, configured, and backed up in the continental United States and Puerto Rico, except to the extent access to non-sensitive State Data is permitted by the State in Schedule H, and the data center(s) in which the data resides minimally meet Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.4 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;

5.5 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 compliance with FISMA, NIST, CMS, IRS, FBI, and SSA, and PCI requirements as applicable);

5.6 for its Services, take reasonable measures to:

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

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

5.7 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;

5.8 Ensure uFACTS supports Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

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

6. Security Accreditation Process. Throughout the Term, Contractor will actively participate and 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, within its reasonable discretion, 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, within its reasonable discretion, 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. Throughout the Term, and subject to the Contract, 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 audit of Contractor's data privacy and information security program.

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

8.4 With respect to State Data, Contractor must implement any required safeguards under this Schedule E 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. Unless otherwise stated in the Statement of Work, and with an approved State exception when required to the State Web Application Security Standard, during the Term, Contractor must, at its sole cost and expense, scan uFACTS (hereinafter referred to as "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) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST).

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State with a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be

provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 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 programing interface (API).

(b) Support Penetration Testing

10. Infrastructure Scanning.

10.1 Contractor will support the State infrastructure and application scanning of uFACTS. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State’s PSPs.

10.2 For Hosted Services, Contractor must ensure its infrastructure and applications are scanned using an industry standard scanning tool (such as Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly, and Contractor will provide a summary of the scan's assessments, which includes number of vulnerabilities by severity and monthly age, to the State upon written request and 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 Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract in accordance with Section 16.1 of the Contract.

SCHEDULE F – TRANSITION PLAN

Transition In Plan

Establishing a strong relationship with the State at the start of the project must enable the Contractor team to deliver a comprehensive solution for Michigan

As part of the Transition In plan, after the project kick-off, Contractor team will co-ordinate with the State to start the activities mentioned in Planning phase in *Schedule A – Statement of Work, Section 22. Project Management*.

Transition Out Plan

Contractor understands that the transition to uFACTS will equip the State, or the State authorized vendor, with the tools and knowledge necessary to support its operations. To validate a comprehensive transition, Contractor understands that specific timeframes and milestones must be met so progress of the transition can be tracked and reported. Contractor will work closely with the State to develop key artifacts, transfer critical knowledge, and key technology components necessary to support the ongoing maintenance and operation of uFACTS that is customized to the State's implementation.

Contractor's approach will work to minimize risks introduced as a result of the transition by using a repeatable proven methodology. The method will provide a structured, phased approach to transition activities and will be designed to maximize transparency, promote collaboration, and report effectively throughout the process. It will be built around a common goal to facilitate a seamless transition and enable the State to continue with uninterrupted business.

Contractor's approach is critical to a seamless transition of responsibilities with minimal impact to the core business. As shown in the following figure, it is broken down into three sub-phases, including Planning, Execution, and Closing.

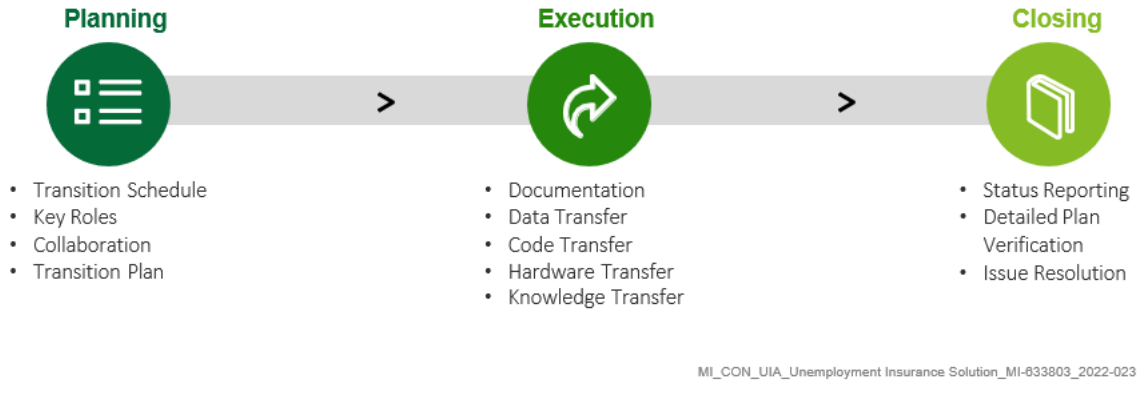


Figure G- 1. Transition-Out Plan Guiding Principles.

Planning

To begin this process, Contractor will establish a foundation for transition activities through identifying specific goals in collaboration with the State. Contractor will record their experiences over the course of the project which impact procedures, knowledge transfer techniques, and documentation to be included in the Transition Out Plan. Contractor's defined process will equip both Contractor and the State with a planned approach to complete transition activities and also aligns expectations with project stakeholders. The steps below define Contractor's high-level approach toward the transition planning process:

- **Kickoff Meeting.** The Kickoff meeting will be used to formally initiate transition, establish objectives of the transition effort, and communicate the processes and timeframes that are to be followed during transition.
- **Establish Transition Management Process.** Contractor will work with the State to finalize the transition management process. This process will determine the level of resource allocation of Contractor's staff to support transition activities.
- **Draft Transition Plan.** Contractor will develop the Transition Plan which will specify tasks and schedule required for transition, providing for an orderly and controlled transition to the State so there is no disruption in services provided.
- **Establish Logistics.** Contractor will work with the State to finalize logistics prior to the execution of transition activities, including knowledge transfer activities.
- **Review Transition Plan.** After creating a draft of the plan, Contractor will review with the State and gain approval for the outlined approach for the transition execution and closing. Once this plan is approved, execution of transition activities will begin.
- **Establish Transition Issue Escalation and Resolution Procedures.** Contractor and the State will establish issue escalation and resolution procedures for issues that arise during transition execution. This process will be based on the mutually agreed upon escalation methods.

Execution

After the Transition Plan has been completed and agreed upon, Contractor will shift to the execution of transition activities. At this time, Contractor will perform the activities outlined above in the Planning section. Contractor will manage transition activities, address issues, and confirm that the tasks are delivered to the satisfaction of the State. Contractor will work closely with the State to continually identify and reprioritize components of the transition which may pose as a high risk and disrupt business operations. While there are many items as part of the Transition Plan, the items highlighted in the figure below are the key components to execute the Transition Plan:

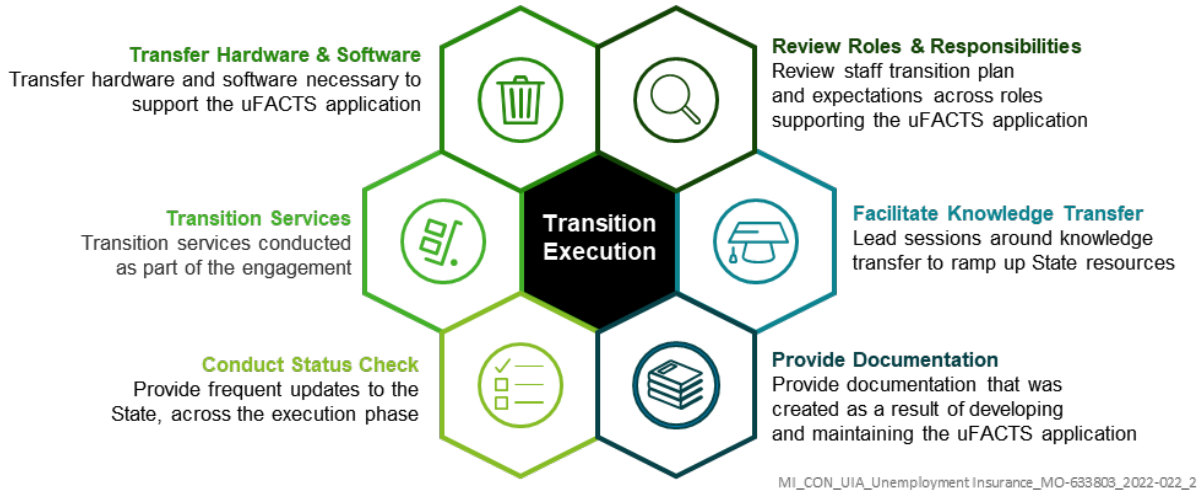


Figure G- 2. Transition Execution Activities.

Closing

During this sub-phase, Contractor will evaluate the transition activities. The goal of this sub-phase is to finalize transition tasks and to provide the State an understanding of the final outcomes across the transition effort and provide the completion status of transition tasks, a description of how the objectives have been achieved, and documentation of issues which surfaced throughout the transition. At this point, the State should assume responsibility across each area of the application support. Contractor's approach to the closing phase is outlined by the key steps below:

- **Assessment of Activities.** Contractor will conduct an assessment of the activities completed throughout the closing sub-phase. This will be completed to determine whether the transition process met/exceeded the defined criteria outlined.
- **Checklist Completed.** Contractor will review the Transition Plan and verify agreed upon tasks have been completed to their entirety. For activities where progress still needs to be made, Contractor will thoroughly indicate the purpose and next steps for these items.
- **Deliverables Completed and Documented.** At this time, deliverables will be completed and documented, to the satisfaction of the State. The State will have deliverables in their possession, as well as documentation to support these deliverables.
- **Security Privileges Updated.** Since the State will already be performing tasks related to support uFACTS, final security privileges are updated. Contractor will verify stakeholders have necessary permissions. Contractor practitioner privileges will also be removed at this time.
- **Final Closeout Meeting.** After activities have concluded, Contractor will conduct a meeting, in collaboration with the State. In this meeting, the State will verify the

closeout is complete and must have the opportunity to raise final questions. At the conclusion of the meeting, the State shall drive the maintenance and operations of uFACTS.

SCHEDULE G – FEDERAL PROVISIONS ADENDUM

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

1. Equal Employment Opportunity

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

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

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

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

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

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

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

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

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

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

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

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

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

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

2. Davis-Bacon Act (Prevailing Wage)

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

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the

requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of $2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of $100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented

by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

Clean Air Act

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

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

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

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

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

9. Procurement of Recovered Materials

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

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

   a. Competitively within a timeframe providing for compliance with the contract performance schedule;

   b. Meeting contract performance requirements; or

   c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

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

(1) Access to Records. The following access to records requirements apply to this contract:

a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract."

(6) Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Schedule G, Attachment 1 - Byrd Anti-Lobbying Certification

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Deloitte
certifies or affirms the truthfulness and accuracy of each statement of its

certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

SCHEDULE H - OFFSHORE SCHEDULE

Definitions

“Azure Resources” means procure-able objects within a Microsoft Azure tenant that can be utilized to build components of an application.

"Azure Subscription” means Microsoft Azure is procured in a number of ways that start with the initial licensed tenant. Tenants are able to be separated by subscriptions thus “Azure Subscription” that are further managed by “Resource Groups”. These are Microsoft terms that provide areas within the Microsoft Cloud (Azure) that can be managed using defined Azure Policies that regulate what can and cannot be done or added to each delineated area.

“Azure Marketplace” means The Microsoft Azure cloud ecosystem provides a marketplace of procurable resources some provided directly by Microsoft others provided by third-party resellers. These marketplace resources can be restricted from use through the utilization of Azure Policies that apply to Tenants, Subscriptions and/or Resource Groups.

“DEV” means DEV is a common IT term that refers to development and typically means the development environment in which custom or commercial off the shelf (COTS) applications are built and or deployed.

“DEV” ADO” means The term “DEV” is defined separately, ADO is the recognized Information Technology (IT) term for Azure DevOps. Azure DevOps is a suite of tools used to manage IT requirements (Azure Boards), IT source code (Azure Repos), IT artifacts (Azure Artifacts), the workflows that build or deploy source code (Azure Pipelines) and other tools that assist in the development of applications.

“DEV VNET” means The term “DEV” is defined separately, VNET is the Microsoft Azure terminology to describe a virtual network that must be defined in order to create other objects provided within the Microsoft Azure ecosystem. It is a defined area upon which Azure Network Security Groups (NSG) and Application Security Groups (ASG) can be defined to establish access control to those areas of application development and deployment.

“Githash” means a hash of a defined GIT release candidate that provides an immutable marker for a set of source code. This allows a subsequent hash to be calculated to determine if the source code in question has been changed or modified after the initial release candidate was proposed within the source code management platform in this case Azure Repos (defined elsewhere but typically and GIT enabled source code version control platform).

“Pipelines” means Azure Pipelines are automated programmatic workflows that first build through compiling target source code into executable artifacts and subsequently migrate or deploy those artifacts to infrastructure environments for testing and production use. The use of build pipelines and deployment pipelines ensures very explicit and intentional actions during the development and deployment processes of application development.

“Resource Groups” means Azure Resource Groups are an Azure Cloud logical grouping mechanism upon which Azure Policy rules may be applied.

“Root Hub VNET” means VNETs are defined elsewhere, Root Hub VNET refers to the central VNET in a hub and spoke design. This is a common cloud networking practice that allows for common functions to be placed within the root hub that all the spoke VNETs must traverse in order to either communicate with each other, the internet or other on premise or virtual data centers.

“SADLC Security” means SADLC is the Secure Application Development Lifecycle team within the Cybersecurity and Infrastructure Protection division of the Department of Technology Management and Budget. The SADLC team provides application security assessment scanning for all executive branch agencies built and procured applications.

“Stage” means the term “Stage” in the context of application development is in regard to a testing environment just prior to Production. Stage is typically used to verify business functionality is properly configured just prior to deployment to Production and is the last opportunity to crosscheck functionality before Production use of the application.

“Test” means the term “Test” in the context of application development is typically the infrastructure environment where functional testing of an application begins toe ensure that the requirements of the application have been properly met. Test is typically directly after DEV and just before UAT.

“Test ADO” means In the context of this document “Test ADO” refers to the source code repository directly after and separate from “DEV ADO”. ADO as defined elsewhere is Azure DevOps. This defined repository will act as a separation and airgap from “DEV ADO” and is the basis of initial test application build and deployment pipelines.

“UAT” means “UAT” is a commonly used IT infrastructure environment naming convention that means user acceptance testing and is the location that application business users will initially interact with the application to ensure business functionality provided meets the needs defined in the requirements for the application.

“VDI’s” means “VDI” is a commonly used IT term that refers to virtual desktop environments that provide a method of access control and data residency protections for an organizations infrastructure and application environments and prevents accidental disclosure or copying of information into environments not managed by the state.

“VNET” means “VNET” is a term used by Microsoft Azure to describe a virtual network and is the initial building block of all Azure applications.

Offshore Resources

Purpose:

Contractor will be utilizing offshore resources in the performance of work for this project. The purpose of this Schedule is to provide for the use of offshore resources and sets forth the requirements for use of offshore resources. Offshore resources are Contractor employees with onshore resources having ultimate accountability for the offshore work.

This dedicated pool of unemployment insurance and uFACTS specialists will be leveraged for this project. The table below describes the specific work that offshore resources will perform. Any offshore work not specifically described in the table below is strictly prohibited. If any unspecified work is found to be done offshore, all agreements providing for and related to the use of such offshore resources maybe terminated in accordance with Section 16 of the Contract.

Project Phase	Scope of Work	Controls Applied
Design	• Review validated requirements and confirm fit gap to uFACTS • Review completed designs for impact analysis and backlog management • Support the onshore design team with document updates, and answering questions about baseline configuration.	• Design specifications shared with offshore team reviewed to scrub references or links to production environments, configurations, or data • No access to State Data that has not been obfuscated
Development	• Estimation and offshore planning for development tasks	• No access to production

Project Phase	Scope of Work	Controls Applied
	• Configuration and customization/development of uFACTS • Unit testing of configuration and customizations • Bug-fixing during iterative development • Deployment and Release Management to lower environments • Reporting development and unit test status	environments or unobfuscated data • No access to State Data that has not been obfuscated • Only access to development environments • Unit tests utilize manufactured data • Bug-fixing during iterations limited to core uFACTS solution
Testing	• Test Planning • Test script development • Test data development using manufactured or obfuscated converted data • System testing during iterative sprints during DDI phase • System integration testing for iterations and for completed systems during DDI phases • Support bug triage during system testing and acceptance testing • Logging and re-testing defects • Logging and reporting test results	• No access to production environments or unobfuscated data • Use of manufactured or obfuscated converted data for testing • No access to production incident ticketing • Only access to development environments

These phases in the table above apply to both Implementation and Maintenance and Support Services.

Data Conversion and Obfuscation

Contractor will work with the State during the project to walk through the solution data model and identify the tables and columns that house/contain sensitive data such as name, DOB, SSN etc. Once identified, Contractor will obfuscate the data within those fields before moving the data to any lower environments.

Contractor to use custom SQL to obfuscate the data in fields identified for obfuscation. During the project, Deloitte will work with the State to finalize and document the data elements in the database that need to be obfuscated. Deloitte will develop SQL scripts to obfuscate the data contained in these data elements. The obfuscation mechanism will be dependent on the type of data. Numbers such as phone numbers, SSNs will be obfuscated with randomly generated numbers; Names will be obfuscated with a predefined set of test names or randomly generated characters. Deloitte will document the obfuscation mechanisms for each of the data elements identified for obfuscation for State review and approval. Reference to the original values will be retained in a separate data table that will be not transmitted offshore or to lower environments.

Contractor will provide security testing tools within Dev to mirror tools State intends to use in test environments and above. As a part of the project initiation, the State will provide the list of application security testing tools that will be used in test environments and above.

CI/CD Life Cycle Process

1. Build pipelines will use tools provided by the Contractor for source code standards and security testing.
2. The State will share security testing policies with the Contractor to ensure compliance in Test and above.
3. Deployment pipelines in DEV ADO must be configured to deploy only to DEV environment.
4. DEV will have no access to the State Enterprise systems other than the filters and Network security that exist in the Root Hub VNET (i.e. no State tools are deployed in the DEV environment and only named traffic from Contractor's TN office is allowed to connect therein).
5. Release candidate code will be marked as such with a Githash inside the Dev ADO project.
6. A git pull request will be made by the TEST ADO Project to migrate code from Dev to Test.
    i. Build pipelines in TEST ADO will utilize State Enterprise tools including State SADLC security testing tools.
    ii. Deployment pipelines in TEST ADO will be able to deploy to Test, UAT, Stage and Prod.
    iii. Configuration specific artifacts captured in this environment can be used for deployments to UAT, Stage, Prod, but cannot be exported back to DEV.

iv. No changes to source code may occur in the TEST ADO Project. Changes to source code must be performed in DEV and then new release candidates proposed and pulled into TEST.

Security, Access, and Architecture

1. VNET access will be whitelisted to come from Contractor's TN offices only
2. VDI access will be whitelisted to come from Contractor's TN offices only.
    i. State required software for VDIs and VNET hosted assets will be provided in a separate Schedule.
    ii. State required software will not be deployed in DEV VNET to ensure isolation of State Networks and the DEV VNET security will rely on Network tools in the Root HUB for DEV.
    iii. State will provide documented API information and stub interfaces for any state developed systems that will be leveraged for this project. The stub interfaces will allow for development of integrations with the state developed systems and basic testing in lower environments. End to End functional testing will be performed in the test environment.

The State will lockdown the Azure Subscription and Resource Groups associated with these VNETs to ensure only explicitly authorized Azure Resources are accessible and to restrict access to the Azure Marketplace.

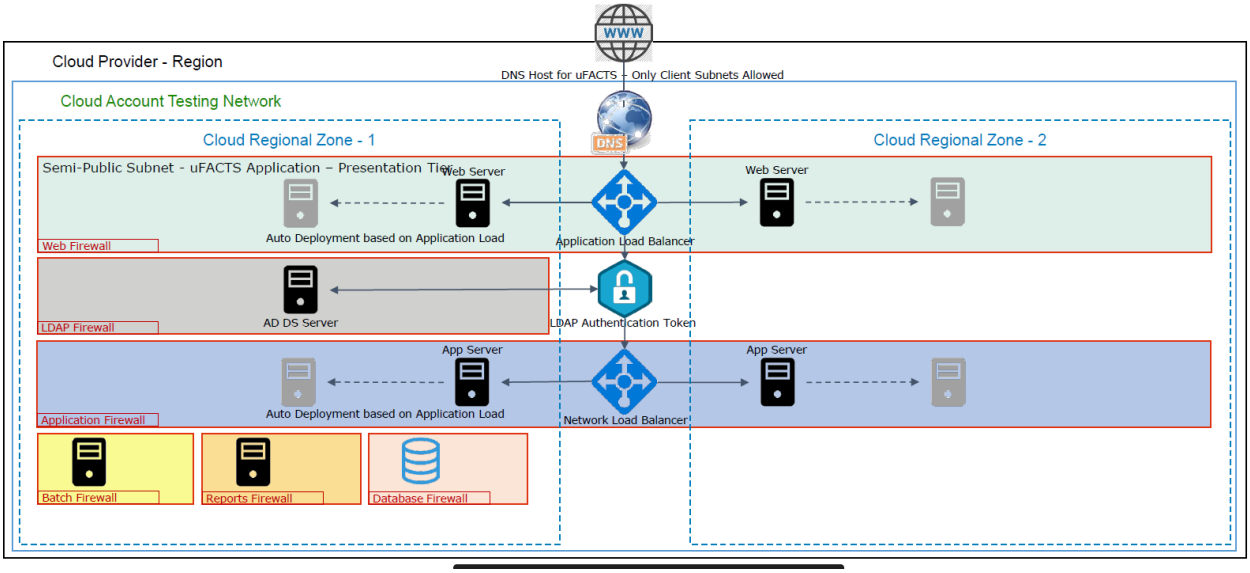
Environment Access

Table below lists the access requirement for various roles across various environments for both Onshore and offshore resources. Contractor will require the following access to deliver the scope during the Implementation and Maintenance & Operation phase of this project.

UIA Environment Access		Onshore						Offshore					
Role	**Area's of access**	**DEV**	**SIT**	**QAT**	**UAT**	**STAGING**	**PROD**	**DEV**	**SIT**	**QAT**	**UAT**	**STAGING**	**PROD**
Cloudadmin	Cloud admin access (creation of new cloud services, VM, RDS, VPC's etc.).	S	S	S	S	S/V *	S/V *	S	S	S	N	N	N
Remote Desktop Access	Access to VMs and other logs for development and debugging	U	U	U	U	U	U	U	U	U	N	N	N
Tools Admin(inc. Configuration Management and app monitoring)	Filenet access to create new objects and document classes (normal user access). Form.io, Version control Admin - Git, Issue tracker admin, ETL tool admin, DB monitoring tool admin.	U	U	U	U	U	U	U	U	U	N	N	N
DevOps	CI/CD pipeline admin	U	U	U	U	V	V	U	U	U	N	N	N
DBA	RDS Database administration and Observability	F	F	F	S	S	S	F	F	F	N	N	N

UIA Environment Access		Onshore						Offshore					
Role	**Area's of access**	**DEV**	**SIT**	**QAT**	**UAT**	**STAGING**	**PROD**	**DEV**	**SIT**	**QAT**	**UAT**	**STAGING**	**PROD**
Batch Operations	Running Batch Jobs (Incl. FTP, File drops, File Transfer)	S	S	S	S	S	S	S	S	S	N	N	N
Application Observability	Access to server logs, app logs, sys. performance, network performance, dB performance	V	V	V	V	V	V	V	V	V	N	N	N
Developer	Perform Application development, configuration, and Unit Testing	U	U	U	V	V	V	U	U	U	N	N	N
QA/Tester	Perform testing of the application	V	V	V	V	V	V	V	V	V	N	N	N

Legend:	
F	Full access
S	Special access:
U	User access: Controlled access for Contractor to complete installation and configuration as per the SOW.
V	View only access
N	No access
F/V*	Full access during initial configuration and installation. View only access once installation is complete.
Assumptions:	Only UAT, STAGING and PRD have unobfuscated PRD data
DEV	Environment for Developers (including offshore) team to Develop application code and unit test the application code. Will contain obfuscated data only
SIT	Environment for QA (including offshore) team to test the application end to end after all related modules and interfaces have been developed and integrated with each other. All environments will contain obfuscated data only
QAT	Environment for QA (including offshore) team to test the application changes being developed in a given sprint. This is not a full SIT with all integrations and interfaces. Will contain obfuscated data only
UAT	Environment for State to test the application end to end for accuracy and production readiness. Depending on State Policy might have real data if users plan to test converted data
STAGING	Environment that mimics production at lower scale. Will contain real data
PROD	Actual Production Environment. Will contain real data



The State Enterprise monitoring and Security software will be installed on TEST environments and above environments to ensure scalability and functional performance testing meets with expected running configurations for stage and prod.

Contractor is not responsible for creating an add/remove process for Contractor offshore teams.

1. Azure MFA restricted to Microsoft Authenticator app will used to access State VDIs.
2. Secure delivery and configuration of the MS Authenticator Application and the handling of the necessary user account registration metadata will be documented and approved by the State as a part of the project in the System Security Plan.

Contractor will document expected RBAC for DEV and TEST environments related to Offshore needs to support functional testing, configuration and coding

Contractor access to State environments will be through State provided VDI. The connectivity of those VDI will be established from a known Contractor US based office. Contractor will notify the State if Contractor encounters any access or VDI issues immediately. Contractor will provide sufficient information for the State to identify the cause of any access or VDI issue. If additional information is required, Contractor will provide requested information to the State in a timely manner. The State VDI support team currently provides support 8am-5pm Eastern Time on Business Days. The issue will attempt to be reproduced within the State development environment. If for any reason, there is a VDI issue that is under the State's control and that issue impacts Contractor's ability to perform the Services and produce Deliverables as set forth in the mutually agreed upon schedules, the parties will determine the impact and required

changes to the schedule resulting from such issues. Staffing, financial and/or schedule impact will be managed through the Change Control process set forth in Section 2.2 of the Terms and Conditions.

Connectivity between DEV and TEST is limited to git pulls from the DEV ADO project to the TEST ADO project.

A git pull request must be made by the TEST ADO Project to migrate code from DEV to Test.

i. Pipelines built will utilize the State's Enterprise tools, including SADLC security testing tools.

ii. Deployment pipelines will have the capability to deploy to Test, UAT, Stage, and Prod.

iii. Configuration specific artifacts captured in this environment may be used for deployments to UAT, Stage, and Prod, but cannot be exported back to DEV.

iv. Source code changes must not occur in the TEST ADO Project. Source code must be changed in DEV and then new release candidates can be proposed and pulled into TEST.

SCHEDULE I – INTEGRATIONS TABLE

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
Michigan Department of Treasury	PII	Department of Treasury	Bi-directional	No	No	Employer registration for UI & Treasury taxes are submitted through Employer eRegistration. Online applications are transferred to Department of Treasury. The system must be able to electronically transmit the online business registration to the appropriate state agency (Treasury or Unemployment Insurance).	4000 - 5000 per Month
Michigan Labor Market Information (LMI)	PII	Michigan LMI	Outbound	No	SFTP/TLS/SSL	Employer Data to LMI. On a quarterly basis data is sent via a ftp put to LMI. This interface reports newly Inactivated Employers to an area called Labor Market Information (LMI) within DTMB.	7000 - 8000 per Quarter
NASWA Integrity Data Hub (IDH)	PII	IDH Hub	Bi-directional	Yes	Web Services	Submit data for cross-matching against IDH.	45000 - 70000 per Month
Labor Market Information (LMI)	PII	Michigan LMI	Outbound	No	SFTP/TLS/SSL	On a monthly basis a job is executed to extract data about newly registered employers.	3000 - 5000 per Month

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
Michigan Dept of Health & Human Services (MDHHS)	PII	MiFTS - Enterprise File Transfer Service	Inbound	No	FTPS/TLS/SSL	The system must be able to electronically interface with the Michigan Department of Human Services to validate target group eligibility for WOTC program.	2500 - 4000 per Week
Michigan Rehabilitation Services (MRS)	PII	MiFTS - Enterprise File Transfer Service	Bi-directional	No	FTPS/TLS/SSL	The system must be able to electronically interface with Michigan Rehabilitation Services (MRS) to validate selected target group eligibility.	2500 - 4000 per Week
NASWA UI Interstate Connection Network (UI ICON)	PII	UI ICON Hub	Bi-directional	Yes	FTPS/TLS/SSL/Web services	Daily processes to handle in coming WRIS requests and replies. Daily processes to handle in coming Basic Icon requests and replies. Daily processes to handle in coming LIABLE requests and replies. Daily processes to handle in coming Health Care requests and replies.	50 - 3500 per Day

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
Michigan LEO Employment & Training	PII	MiFTS - Enterprise File Transfer Service	Outbound	No	FTPS/TLS/SSL	Weekly job is scheduled to send wage summary information.	500 - 700 per Week
Michigan LEO Employment & Training	PII	MiFTS - Enterprise File Transfer Service	Outbound	No	FTPS/TLS/SSL	On a monthly basis a job is executed which sends wage data to the MiFTS.	200 - 250 per Month
Michigan LEO Employment & Training	PII	MiFTS - Enterprise File Transfer Service	Outbound	No	FTPS/TLS/SSL	Additional Jobs to send wage data	600 - 1300 per Day
IRS	PII FTI	SFTP Client	Inbound	Yes	SFTP/TLS/SSL	Inbound file from the IRS	
IRS	PII FTI	SFTP Client	Bi-directional	Yes	SFTP/TLS/SSL	On a quarterly basis the IRS provides us with FEIN update data	
IRS	PII	SFTP Client	Inbound	Yes	SFTP/TLS/SSL	Cross match of FEIN numbers from IRS	

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
Michigan Department of Treasury/ CEPAS	PII	Centralized Electronic Payment Authorization System (CEPAS)	Bi-directional	Yes	Web Service	The system electronically interfaces with the Michigan Centralized Electronic Payment Authorization System (CEPAS) to process electronic tax and restitution payments submitted online through the employer/claim portal.	6000 - 10000 per Month
Michigan Department of Treasury/ CEPAS	PII	Centralized Electronic Payment Authorization System (CEPAS)	Inbound	No	FTPS/TLS/SSL	The system must provide an electronic interface to the Michigan Department of Treasury to receive a posting file which includes electronic payment transmission from employers/claimants through the employer/claim web portal.	10 - 700 per Day
Bank Vendor	PII	Bank Vendor	Bi-directional	Yes	FTPS/TLS/SSL	FTP – (monthly) Banking vendor provides and receives files with claim benefits check cashing data.	
Bank Vendor	PII FTI	Bank Vendor	Inbound	Yes	FTPS/TLS/SSL	Bank is the Financial Institution receives tax payments and transmits a file to application. Bank transmits and receives UI bank account data.	

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
Bank Vendor	PII	Bank Vendor	Outbound	Yes	FTPS/TLS/SSL	Bank also receives on a daily basis a file containing the paper checks which were issued that day used to verify check number and amounts	
Bank Vendor	PII	Bank Vendor	Bi-directional	Yes	FTPS/TLS/SSL	Receives UI payment data files. Transmits debit card file data.	
Bank Vendor	PII	Bank Vendor (Lockbox)	Inbound	Yes	FTPS/TLS/SSL	Lockbox File: Receive a nightly batch of reports, payments and MI Tax Credit files from the lockbox and convert into Report Batches, Payment Batches and transaction worksheets (which will post the MI Tax Credit). Reports that come in with payments will be associated by batch and sequence number in the UIA system.	
Department of Labor (Sun Server)	PII	Department of Labor (Sun Server)	Outbound	Yes	SFTP	Data Validation involves sending various populations of data from the UIA system	

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
Federal Reserve Bank (FRB) Services	Business Info.	Federal Reserve Bank (FRB) Services	Inbound	No	SFTP	Process loads Bank Routing Numbers into web application for verification.	
UIA Multi-Service Center (MSC)	PII	Print Center (UIA MSC)	Outbound	No	SFTP/TLS/SSL	Files for printing.	
DTMB Consolidated Print Center (CPC)	PII	Print Center (CPC)	Outbound	No	SFTP/TLS/SSL	This interfaces with Consolidated Print Center used by UIA for its printing and mailing services needs which has a volume of 100,000 or more to communicate with Claimants and Employers.	
Automotive Employer #1	PII	Automotive Employer #1	Bi-directional	Yes	SFTP/TLS/SSL	EFC (Employer Filed Claims) - The purpose of this interface is for Automotive Employer to submit Claims (EFC) electronically via FTP. Big three employers routinely lay-off a number of employees, to submit Claims on behalf of their laid-off employees. SUB (Supplemental Unemployment Benefits) Pay - The purpose of this interface is to send Subpay data to employer. Subpay data includes information on payments issued to	EFC: 100 - 1000 per Day SUB Pay: 1000 - 3200 per Week

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
						claimants who list this employer as one of their employers.	
Automotive Employer #2	PII	Automotive Employer #2	Bi-directional	Yes	SFTP/TLS/SSL	EFC (Employer Filed Claims) - The purpose of this interface is for Automotive Employer to submit Claims (EFC) electronically via FTP. Big three employers routinely lay-off a number of employees, to submit Claims on behalf of their laid-off employees. SUB (Supplemental Unemployment Benefits) Pay - The purpose of this interface is to send SUBpay data to employer. Subpay data inlcudes information on payments issued to claimants who list this employer as one of their employers.	EFC: 3000 - 12000 per Week SUB Pay: 1000 - 7000 per Week
Payroll Processor	PII	Payroll Processor	Outbound	Yes	SFTP/TLS/SSL	Monetary Determinations - The purpose of this interface is to send Monetary Determinations data to processor electronically via secured FTP on a daily basis. Benefit Charges (1136) File - The purpose of this file is to send details of all the Benefit charges (unemployment	Mon Dets: 0-200 per Day 1136 File: 9500 - 13000 per Week

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
						benefits that were paid to former employees who successfully filed a claim). Monetary Determinations & BC-1136 files for processor will include data of the following Employers: Employers who have provided General Power of Attorney (POA) to Equifax or Employers who have provided Limited Power of Attorney (POA) to Equifax with the following options: - Receive Claims Control Form and/or - Receive Contested Claims Form	
Enterprise Content Management (ECM) - Document Management	PII	Document Management	Bi-directional	No	HTTPS (launches an internet browser window when users select an image to view)	Document processing and viewing	
Imaging Workflow Vendor	PII	Imaging Workflow Vendor	Inbound	Yes	FTPS	The system must be able to scan and digitally index incoming correspondence. The system creates a file with index information for transmission to FileNet to UIA system.	

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
						The system accepts files from UIA system containing index information.	
Work Distribution Center (WDC) - Imaging Workflow Application	PII	Imaging Workflow Application	Outbound	Yes	FTPS	Creates image and index data for transmission to FileNet to UIA system. Receives index data file from UIA system. Incoming correspondence is imaged at WDC and transmitted to FileNet. Index information for those images are transmitted to UIA system and associated to claimants so that images can be brought up in FileNet by clicking on a link in UIA system.	
Michigan File Transfer Service (MiFTS)	PII	We have several internal and external partners use FTS interface to exchange data files. Some of the internal partners are DHHS, Treasury, etc. and external customers are Ford, USPS, etc.	Bi-directional	Yes	SFTP	The File Transfer Service (FTS) is a DTMB managed file transfer system that stores and forwards files between State of Michigan agencies and internal and external trading partners. The FTS has front-end servers running SSLFTP (FTPS), SFTP and Web services in the DMZ, Zone 2, and Vendor-Net security zones. We have several internal and external partners use FTS interface to exchange data files. Some of the internal partners	

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
						are DHHS, Treasury, etc. and external customers are Ford, USPS, etc.	
Automotive Employer #3	PII	Automotive Employer #3	Bi-directional	Yes	FTPS/TLS/SSL	EFC (Employer Filed Claims) - The purpose of this interface is for employer to submit Claims (EFC) electronically via FTP. Big three employers routinely lay-off a number of employees, to submit Claims on behalf of their laid-off employees. SUB (Supplemental Unemployment Benefits) Pay - The purpose of this interface is to send SUBpay data to employer. Subpay data inlcudes information on payments issued to claimants who list employer as one of their employers. Monetary Determinations - The purpose of this interface is to send Monetary Determinations data to employer electronically via secured FTP on a daily basis. Benefit Charges (1136) File - The purpose of this file is to send details of all the Benefit charges (unemployment	EFC: 1 - 20 per Day SUB Pay: 200 - 1400 per Week Mon Det: 0 - 5 per Day 1136 File: 500 - 2000 per Week

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
						benefits that were paid to former employees who successfully filed a claim).	
Data Analytics Vendor	PII	GeoIP - IP intelligence and proxy detection	Bi-directional	Yes	Web Services	This interface send IP address to vendor and they send back location about the IP's physical location and more and it is used for fraud analysis and processing.	
NASWA State Information Data Exchange System (SIDES) E-Response	PII	State Information Data Exchange System (SIDES) E-Response	Bi-directional	Yes	Web Services/HTTPS	The purpose of this interface with State Information Data Exchange System (SIDES) for the Michigan Unemployment Insurance Agency to electronically request and receive separation information from employers and third party administrators participating in the SIDES program.	7000 - 14000 per Month
US Dept of Treasury Bureau of Financial Management Services (FMS) Taxpayer Offset Program (TOP)	FTI	Taxpayer Offset Program (TOP)	Outbound	Yes	FTPS/TLS/SSL	TOP is a centralized debt collection program developed by the Financial Management Service (FMS). Its purpose is to assist agencies in the collection of delinquent debts owed to the Federal Government from various sources such as Federal Income Tax refunds, federal salary offset, and	5000 - 23000 per Week

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
						payments from other government agencies.	
Systematic Alien Verification for Entitlements (SAVE)	PII	SAVE, US Citizen and Immigration Services (USCIS)	Bi-directional	Yes	Web Services/FTPS/TLS/SSL	Claims filed request citizenship information. When a claimant is indicated as not a citizen, alien documentation information is requested. If the alien information is provided and permission to have the information is granted, UIA will send the claimant's alien number(s) information and benefit code to SAVE using this web service's Initial Verification by Alien number method to request verification information. If verified, the claim's alien documentation is updated as verified.	800 - 1000 per Month
US Dept of Labor Employment and Training Administration (ETA)	PII	ETA Reports, US Department of Labor (DOL)	Outbound	Yes	SUN Systems	The Unemployment Insurance Agency is required to submit Employment & Training Administration (ETA) reports on a regular ongoing basis. These ETA reports contain aggregated data covering a prescribed period. Annually, Data Validation must also be performed with Population data that is validated for count and random sampling to ensure accuracy.	

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National Change of Address (NCOA), USPS	PII	National Change of Address, United States Postal Service (USPS)	Inbound	Yes	FTPS/TLS/SSL	This USPS National Change of Address (NCOA) interface file contains fixed width text records containing the name, old address, and new address for any pieces of mail where there was a change of address on record with the US Postal Service.	
Michigan Automated Response Voice Interactive Network (MARVIN)	PII	MARVIN Interactive Voice Response	Bi-directional	Yes	Web Services	MARVIN, which stands for "Michigan's Automated Response Voice Interactive Network" is an automated computer system that lets people who are collecting unemployment report (or "certify") to UIA by telephone.	85000 - 120000 per Month
Telephone Filed Claims (TFC) and Customer Services	PII	Interactive Voice Response (IVR)	Bi-directional	Yes	Web Services	Claimants can file a new claim or reopen an existing claim for benefits by calling toll-free telephone number or talk to an UI agent for Customer service. Employers can get details about their account or talk to an UI agent for Customer service by calling toll-free telephone number.	11000 - 16000 per Month
SMS Services		SMS Services	Bi-directional	Yes		Multi-factor authentication	

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
MILogin - MWCI SSO		MILogin	Bi-Directional	Yes	Web Services	Interface with MILogin, which is the state's Enterprise Single-Sign-On service that provides authentication for users accessing the system.	2400000 - 2500000 per Month
Enterprise LDAP		Enterprise LDAP				Authentication protocol for Enterprise LDAP, which is part of the MILogin services.	
Email Services		Email Services				SOM enterprise SMTP server provided by DTMB for all servers in the state hosting centers.	
Data Warehouse		Data Warehouse	Outbound	No		Treasury to query their database to get the information.	
AI Chatbots		AI Chatbots	N/A				

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Data Analytics		Analytics Platform	Outbound			Data Dashboard	
Data Analytics		Analytics Platform	Outbound		Connection between Imaging and UIA system	Data Dashboard (Take data using UIA system APIs and stores in SQL DBs	

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
Michigan Department of Treasury	PII	Department of Treasury	Bi-directional	No	No	Employer registration for UI & Treasury taxes are submitted through Employer eRegistration. Online applications are transferred to Department of Treasury. The system must be able to electronically transmit the online business registration to the appropriate state agency (Treasury or Unemployment Insurance).	4000 - 5000 per Month
Michigan Labor Market Information (LMI)	PII	Michigan LMI	Outbound	No	SFTP/TLS/SSL	Employer Data to LMI. On a quarterly basis data is sent via a ftp put to LMI. This interface reports newly Inactivated Employers to an area called Labor Market Information (LMI) within DTMB.	7000 - 8000 per Quarter
NASWA Integrity Data Hub (IDH)	PII	IDH Hub	Bi-directional	Yes	Web Services	Submit data for cross-matching against IDH.	45000 - 70000 per Month
Labor Market Information (LMI)	PII	Michigan LMI	Outbound	No	SFTP/TLS/SSL	On a monthly basis a job is executed to extract data about newly registered employers.	3000 - 5000 per Month
Michigan Dept of Health & Human Services (MDHHS)	PII	MiFTS - Enterprise File Transfer Service	Inbound	No	FTPS/TLS/SSL	The system must be able to electronically interface with the Michigan Department of Human	2500 - 4000 per Week

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						Services to validate target group eligibility for WOTC program.	
Michigan Rehabilitation Services (MRS)	PII	MiFTS - Enterprise File Transfer Service	Bi-directional	No	FTPS/TLS/SSL	The system must be able to electronically interface with Michigan Rehabilitation Services (MRS) to validate selected target group eligibility.	2500 - 4000 per Week
NASWA UI Interstate Connection Network (UI ICON)	PII	UI ICON Hub	Bi-directional	Yes	FTPS/TLS/SSL/Web services	Daily processes to handle in coming WRIS requests and replies. Daily processes to handle in coming Basic Icon requests and replies. Daily processes to handle in coming LIABLE requests and replies. Daily processes to handle in coming Health Care requests and replies.	50 - 3500 per Day
Michigan LEO Employment & Training	PII	MiFTS - Enterprise File Transfer Service	Outbound	No	FTPS/TLS/SSL	Weekly job is scheduled to send wage summary information.	500 - 700 per Week

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
Michigan LEO Employment & Training	PII	MiFTS - Enterprise File Transfer Service	Outbound	No	FTPS/TLS/SSL	On a monthly basis a job is executed which sends wage data to the MiFTS.	200 - 250 per Month
Michigan LEO Employment & Training	PII	MiFTS - Enterprise File Transfer Service	Outbound	No	FTPS/TLS/SSL	Additional Jobs to send wage data	600 - 1300 per Day
IRS	PII FTI	SFTP Client	Inbound	Yes	SFTP/TLS/SSL	Inbound file from the IRS	
IRS	PII FTI	SFTP Client	Bi-directional	Yes	SFTP/TLS/SSL	On a quarterly basis the IRS provides us with FEIN update data	
IRS	PII	SFTP Client	Inbound	Yes	SFTP/TLS/SSL	Cross match of FEIN numbers from IRS	
Michigan Department of Treasury/ CEPAS	PII	Centralized Electronic Payment Authorization System (CEPAS)	Bi-directional	Yes	Web Service	The system electronically interfaces with the Michigan Centralized Electronic Payment Authorization System (CEPAS) to process electronic tax and	6000 - 10000 per Month

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
						restitution payments submitted online through the employer/claim portal.	
Michigan Department of Treasury/ CEPAS	PII	Centralized Electronic Payment Authorization System (CEPAS)	Inbound	No	FTPS/TLS/SSL	The system must provide an electronic interface to the Michigan Department of Treasury to receive a posting file which includes electronic payment transmission from employers/claimants through the employer/claim web portal.	10 - 700 per Day
Bank Vendor	PII	Bank Vendor	Bi-directional	Yes	FTPS/TLS/SSL	FTP – (monthly) Banking vendor provides and receives files with claim benefits check cashing data.	
Bank Vendor	PII FTI	Bank Vendor	Inbound	Yes	FTPS/TLS/SSL	Bank is the Financial Institution receives tax payments and transmits a file to application. Bank transmits and receives UI bank account data.	
Bank Vendor	PII	Bank Vendor	Outbound	Yes	FTPS/TLS/SSL	Bank also receives on a daily basis a file containing the paper checks which	

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						were issued that day used to verify check number and amounts	
Bank Vendor	PII	Bank Vendor	Bi-directional	Yes	FTPS/TLS/SSL	Receives UI payment data files. Transmits debit card file data.	
Bank Vendor	PII	Bank Vendor (Lockbox)	Inbound	Yes	FTPS/TLS/SSL	Lockbox File: Receive a nightly batch of reports, payments and MI Tax Credit files from the lockbox and convert into Report Batches, Payment Batches and transaction worksheets (which will post the MI Tax Credit). Reports that come in with payments will be associated by batch and sequence number in the UIA system.	
Department of Labor (Sun Server)	PII	Department of Labor (Sun Server)	Outbound	Yes	SFTP	Data Validation involves sending various populations of data from the UIA system	
Federal Reserve Bank (FRB) Services	Business Info.	Federal Reserve Bank (FRB) Services	Inbound	No	SFTP	Process loads Bank Routing Numbers into web application for verification.	

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UIA Multi-Service Center (MSC)	PII	Print Center (UIA MSC)	Outbound	No	SFTP/TLS/SSL	Files for printing.	
DTMB Consolidated Print Center (CPC)	PII	Print Center (CPC)	Outbound	No	SFTP/TLS/SSL	This interfaces with Consolidated Print Center used by UIA for its printing and mailing services needs which has a volume of 100,000 or more to communicate with Claimants and Employers.	
Automotive Employer #1	PII	Automotive Employer #1	Bi-directional	Yes	SFTP/TLS/SSL	EFC (Employer Filed Claims) - The purpose of this interface is for Automotive Employer to submit Claims (EFC) electronically via FTP. Big three employers routinely lay-off a number of employees, to submit Claims on behalf of their laid-off employees. SUB (Supplemental Unemployment Benefits) Pay - The purpose of this interface is to send Subpay data to employer. Subpay data includes information on payments issued to claimants who list this employer as one of their employers.	EFC: 100 - 1000 per Day SUB Pay: 1000 - 3200 per Week

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Automotive Employer #2	PII	Automotive Employer #2	Bi-directional	Yes	SFTP/TLS/SSL	EFC (Employer Filed Claims) - The purpose of this interface is for Automotive Employer to submit Claims (EFC) electronically via FTP. Big three employers routinely lay-off a number of employees, to submit Claims on behalf of their laid-off employees. SUB (Supplemental Unemployment Benefits) Pay - The purpose of this interface is to send SUBpay data to employer. Subpay data inlcudes information on payments issued to claimants who list this employer as one of their employers.	EFC: 3000 - 12000 per Week SUB Pay: 1000 - 7000 per Week
Payroll Processor	PII	Payroll Processor	Outbound	Yes	SFTP/TLS/SSL	Monetary Determinations - The purpose of this interface is to send Monetary Determinations data to processor electronically via secured FTP on a daily basis. Benefit Charges (1136) File - The purpose of this file is to send details of all the Benefit charges (unemployment benefits that were paid to former employees who successfully filed a claim).	Mon Dets: 0-200 per Day 1136 File: 9500 - 13000 per Week

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
						Monetary Determinations & BC-1136 files for processor will include data of the following Employers: Employers who have provided General Power of Attorney (POA) to Equifax or Employers who have provided Limited Power of Attorney (POA) to Equifax with the following options: - Receive Claims Control Form and/or - Receive Contested Claims Form	
Enterprise Content Management (ECM) - Document Management	PII	Document Management	Bi-directional	No	HTTPS (launches an internet browser window when users select an image to view)	Document processing and viewing	
Imaging Workflow Vendor	PII	Imaging Workflow Vendor	Inbound	Yes	FTPS	The system must be able to scan and digitally index incoming correspondence. The system creates a file with index information for transmission to FileNet to UIA system. The system accepts files from UIA system containing index information.	

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
Work Distribution Center (WDC) - Imaging Workflow Application	PII	Imaging Workflow Application	Outbound	Yes	FTPS	Creates image and index data for transmission to FileNet to UIA system. Receives index data file from UIA system. Incoming correspondence is imaged at WDC and transmitted to FileNet. Index information for those images are transmitted to UIA system and associated to claimants so that images can be brought up in FileNet by clicking on a link in UIA system.	
Michigan File Transfer Service (MiFTS)	PII	We have several internal and external partners use FTS interface to exchange data files. Some of the internal partners are DHHS, Treasury, etc. and external customers are Ford, USPS, etc.	Bi-directional	Yes	SFTP	The File Transfer Service (FTS) is a DTMB managed file transfer system that stores and forwards files between State of Michigan agencies and internal and external trading partners. The FTS has front-end servers running SSLFTP (FTPS), SFTP and Web services in the DMZ, Zone 2, and Vendor-Net security zones. We have several internal and external partners use FTS interface to exchange data files. Some of the internal partners are DHHS, Treasury, etc. and external customers are Ford, USPS, etc.	

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Automotive Employer #3	PII	Automotive Employer #3	Bi-directional	Yes	FTPS/TLS/SSL	EFC (Employer Filed Claims) - The purpose of this interface is for employer to submit Claims (EFC) electronically via FTP. Big three employers routinely lay-off a number of employees, to submit Claims on behalf of their laid-off employees. SUB (Supplemental Unemployment Benefits) Pay - The purpose of this interface is to send SUBpay data to employer. Subpay data inlcudes information on payments issued to claimants who list employer as one of their employers. Monetary Determinations - The purpose of this interface is to send Monetary Determinations data to employer electronically via secured FTP on a daily basis. Benefit Charges (1136) File - The purpose of this file is to send details of all the Benefit charges (unemployment benefits that were paid to former	EFC: 1 - 20 per Day SUB Pay: 200 - 1400 per Week Mon Det: 0 - 5 per Day 1136 File: 500 - 2000 per Week

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						employees who successfully filed a claim).	
Data Analytics Vendor	PII	GeoIP - IP intelligence and proxy detection	Bi-directional	Yes	Web Services	This interface send IP address to vendor and they send back location about the IP's physical location and more and it is used for fraud analysis and processing.	
NASWA State Information Data Exchange System (SIDES) E-Response	PII	State Information Data Exchange System (SIDES) E-Response	Bi-directional	Yes	Web Services/HTTPS	The purpose of this interface with State Information Data Exchange System (SIDES) for the Michigan Unemployment Insurance Agency to electronically request and receive separation information from employers and third party administrators participating in the SIDES program.	7000 - 14000 per Month
US Dept of Treasury Bureau of Financial Management Services (FMS) Taxpayer Offset Program (TOP)	FTI	Taxpayer Offset Program (TOP)	Outbound	Yes	FTPS/TLS/SSL	TOP is a centralized debt collection program developed by the Financial Management Service (FMS). Its purpose is to assist agencies in the collection of delinquent debts owed to the Federal Government from various sources such as Federal Income Tax refunds, federal salary offset, and	5000 - 23000 per Week

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						payments from other government agencies.	
Systematic Alien Verification for Entitlements (SAVE)	PII	SAVE, US Citizen and Immigration Services (USCIS)	Bi-directional	Yes	Web Services/FTPS/TLS/SSL	Claims filed request citizenship information. When a claimant is indicated as not a citizen, alien documentation information is requested. If the alien information is provided and permission to have the information is granted, UIA will send the claimant's alien number(s) information and benefit code to SAVE using this web service's Initial Verification by Alien number method to request verification information. If verified, the claim's alien documentation is updated as verified.	800 - 1000 per Month
US Dept of Labor Employment and Training Administration (ETA)	PII	ETA Reports, US Department of Labor (DOL)	Outbound	Yes	SUN Systems	The Unemployment Insurance Agency is required to submit Employment & Training Administration (ETA) reports on a regular ongoing basis. These ETA reports contain aggregated data covering a prescribed period. Annually, Data Validation must also be performed with Population data that is validated for count and random sampling to ensure accuracy.	

Organization Name	Information Type (PII, SSN, FTI, Confidential, Business Info., etc.)	System Integration and Destination of Information Sharing (source and target: where it's coming and where it is going)	Data Direction (Inbound, Outbound, Bi-directional)	Is Data Being Transferred Outside the State's Network? (Yes/No)	Connection Type or Method of Sharing (Intranet, Internet, GW-GW, DEG, USB, Email, Fax, etc.)	Business Function (why is this sharing needed?)	Data Volume (approx.)
National Change of Address (NCOA), USPS	PII	National Change of Address, United States Postal Service (USPS)	Inbound	Yes	FTPS/TLS/SSL	This USPS National Change of Address (NCOA) interface file contains fixed width text records containing the name, old address, and new address for any pieces of mail where there was a change of address on record with the US Postal Service.	
Michigan Automated Response Voice Interactive Network (MARVIN)	PII	MARVIN Interactive Voice Response	Bi-directional	Yes	Web Services	MARVIN, which stands for "Michigan's Automated Response Voice Interactive Network" is an automated computer system that lets people who are collecting unemployment report (or "certify") to UIA by telephone.	85000 - 120000 per Month
Telephone Filed Claims (TFC) and Customer Services	PII	Interactive Voice Response (IVR)	Bi-directional	Yes	Web Services	Claimants can file a new claim or reopen an existing claim for benefits by calling toll-free telephone number or talk to an UI agent for Customer service. Employers can get details about their account or talk to an UI agent for Customer service by calling toll-free telephone number.	11000 - 16000 per Month
SMS Services		SMS Services	Bi-directional	Yes		Multi-factor authentication	

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MILogin - MWCI SSO		MILogin	Bi-Directional	Yes	Web Services	Interface with MILogin, which is the state's Enterprise Single-Sign-On service that provides authentication for users accessing the system.	2400000 - 2500000 per Month
Enterprise LDAP		Enterprise LDAP				Authentication protocol for Enterprise LDAP, which is part of the MILogin services.	
Email Services		Email Services				SOM enterprise SMTP server provided by DTMB for all servers in the state hosting centers.	
Data Warehouse		Data Warehouse	Outbound	No		Treasury to query their database to get the information.	
AI Chatbots		AI Chatbots	N/A				

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Data Analytics		Analytics Platform	Outbound			Data Dashboard	
Data Analytics		Analytics Platform	Outbound		Connection between Imaging and UIA system	Data Dashboard (Take data using UIA system APIs and stores in SQL DBs	