



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 4

to

Contract Number MA210000000594

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Darice Darling	MDHHS
		517-241-2112	
		DarlingD1@michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		517-449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
Creative, Media Advertising & Clearinghouse Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024	2 - 12 Months	March 30, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET15 ON COMMISSION PORTION (STATE AGENCY INVOICE)		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	6 Months	<input type="checkbox"/>		September 30, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$134,765,000.00	\$20,000,000.00	\$154,765,000.00		
DESCRIPTION				
Effective January 28, 2025, this Contract is increased by \$20,000,000.00 and the remaining six months of the first option year are hereby exercised. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on January 28, 2025.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

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

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **MA210000000594**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Darice Darling	MDHHS
		517-241-2112	
		DarlingD1@michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY							
Creative, Media Advertising & Clearinghouse Services							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
October 1, 2021	September 30, 2024	2 - 1 Year	September 30, 2024				
PAYMENT TERMS		DELIVERY TIMEFRAME					
NET15 ON COMMISSION PORTION (STATE AGENCY INVOICE)		N/A					
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING				
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
MINIMUM DELIVERY REQUIREMENTS							
N/A							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input checked="" type="checkbox"/>	6 Months	<input type="checkbox"/>		March 30, 2025			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$114,765,000.00	\$20,000,000.00	\$134,765,000.00					
DESCRIPTION							
Effective June 25, 2024, this Contract is increased by \$20,000,000.00 and six months of the first option year is hereby exercised. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on June 25, 2024.							



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 **210000000594**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	248-341-8211
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Darice Darling	MDHHS
		517-241-2112	
		DarlingD1@michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
CREATIVE, MEDIA ADVERTISING & CLEARINGHOUSE SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET15 ON COMMISSION PORTION (STATE AGENCY INVOICE)		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$114,765,000.00	\$0.00	\$114,765,000.00		
DESCRIPTION				
Effective April 21, 2023, the attached sections of the Schedule A - Statement of Work hereby supersede all previous versions. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

1. General Project Overview

The Contractor must provide Deliverables and Services for all Projects outlined below. Additional Projects may be added or removed as needs or funding arise.

- a. Please refer to Schedule C – MDHHS Current Campaigns & Projects, for a fully detailed description of the items identified below in the Estimated Fiscal Year Funding Summary Table.
- b. Schedule C and the Estimated Fiscal Year Funding Summary Table are subject to Change.

1.1 General Requirements

A. Annual Communication/Marketing Plans

The Contractor will be responsible for developing a comprehensive Annual Communication/Marketing Plan, including marketing strategy for all programs identified in:

- a. 1. General Projects Overview.
- b. Schedule C – MDHHS Current Campaigns & Projects.
- c. Any subsequent programs that may be added.

Annual Communication/Marketing Plans must be:

1. Audience specific,
2. Include a message along with strategy,
3. Communication vehicle(s) for communication delivery,
4. Review of past media plan(s) and analytics,
5. Review of past market research,
6. Recommendations of additional research – if applicable.

Communications will be largely focused on target audiences identified in Schedule C – MDHHS Current Campaigns & Projects of this Contract. However, the Contractor must update their plan to accommodate additional add-on projects or changes to current projects.

2. Clearinghouse & Phone/Call Center Services

I. Additional Services – Public Relations & Special Events

When requested and approved by the State, the Contractor must plan and organize special public relation events and counsel, or any other special events as required.

Details and pricing of additional services will be determined on a case-by-case basis, and will follow pricing outlined in Schedule B, unless otherwise specified by the State's applicable Program Manager.

6.5 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- a. The legal business name, address, and telephone number.
- b. A description of the subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities:
 - i. Providing a complete description of the Contract Activities that will be performed or provided by the subcontractor.
- c. The relationship of the subcontractor to the Contractor:
 - i. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

Note the Following:

- a. If the Contractor is not currently utilizing subcontracted services, but may in the future, the above information must then be provided.
 - i. The State reserves the right to approve all subcontracted parties.
- b. The State will not make any pass-through payments for services performed by a 3rd-party (subcontractor) who is performing core work on behalf of the Contractor.
 - i. Core work can be considered as work outlined in the payment structure of Schedule B– Pricing.
- c. When outsourcing work to a 3rd-party (subcontractor), the Contractor must obtain 3 quotes for services to be provided. Quotes received must be provided to the State for approval.
 - i. Outsourcing may include but is not limited to: Production, Research & Media Placement.
- d. The State reserves the right to source 3rd-party work outside of this Contract, and proposed Subcontractors.

7.1 Project Plan

A. The Contractor will carry out this project under the direction and control of the State's applicable Program Manager. Within 10 calendar days of the Effective Date, the Contractor must attend a Kick-Off Meeting and submit a project plan to the State's applicable Program Manager for final approval.

The plan must include:

- a. Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals.
- b. Project breakdown showing sub-projects, tasks, and resources and staff required.

- c. Estimated budget breakdowns for projects identified throughout the life of the Contract.

Note the following:

1. Any new Campaigns/Projects added to the Contract will also require a Project Plan.
2. All work must be approved by the applicable Program Manager prior to completion of work.

8. Meetings

The Contractor must attend the following meetings:

- a. Kick-Off Meeting within 14-calendar days of the Contract Award start of additional program.
- b. Annually Project Meeting – if applicable for project.
- c. End of Contract Meeting – must be held within 30-days prior to Contract expiration.
- d. Additional meetings may be required.
- e.
- f. Weekly Status Call-in, if applicable, for project progress review and issue resolution.
- g. Monthly Update, if applicable, for project progress during the month.
- h. The State may request other meetings, as it deems appropriate.

Note the following:

1. Meetings will be held in-person or via phone or other mutually agreed upon format and time between the State and the Contractor.
2. The Contractor must meet with subcontractors independently as directed by the State, if applicable.
3. The Contractor must respond to all State inquiries within 2-businessdays of receipt, to confirm receipt and provide anticipated response date.



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

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **210000000594**

CONTRACTOR	BROGAN & PARTNERS ADVERTISING CONSULTANCY INC	STATE	Program Manager	Darcie Darling	MDHHS
	535 Woodward Heights			517-241-2112	
	Ferndale, MI 48220		Contract Administrator	darlingd1@Michigan.gov	
	Ellyn Davidson			Sarah McKinley	DTMB
	248-341-8211			(517) 256-4237	
	edavidson@brogan.com			mckinleys4@michigan.gov	
	CV0029622				

CONTRACT SUMMARY				
CREATIVE, MEDIA ADVERTISING & CLEARINGHOUSE SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
2NET15 on Commission Portion (State Agency Invoice)		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,765,000.00	\$75,000,000.00	\$114,765,000.00		
DESCRIPTION				
Effective May 11, 2022, this Contract is increased by \$75,000,000.00 for Michigan Department of Health and Human Services (MDHHS) use.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on May 10, 2022.				



STATE OF MICHIGAN PROCUREMENT

Department of Technology Management and Budget

525 W Allegan Street, Lansing, MI 48913

PO BOX 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000000594**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Brogan & Partners Advertising Consultancy, Inc. (d/b/a Brogan & Partners Convergence Marketing)
	535 Woodward Heights
	Ferndale, MI 48220
	Ellyn Davidson
	Work: 248-341-8211 Cell: 248-854-2318
	edavidson@brogan.com
	CV0029622

STATE	Program Manager	Darcie Darling	MDHHS
		517-241-2112	
		DarlingD1@michigan.gov	
	Contract Administrator	Sarah Walter	DTMB
		517-256-4237	
		Walters6@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Creative, Media Advertising & Clearinghouse Services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2021	September 30, 2024	2, 1-year	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
2NET15 on Commission Portion (State Agency Invoice)		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> PaymentRequest (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of our inquiring RFP NO. 210000000424. Orders for delivery will be issued directly by Departments through the issuances of a Delivery Order Form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$39,765,000.00

FOR THE CONTRACTOR:

**Brogan & Partners Advertising
Consultancy, Inc. (d/b/a Brogan &
Partners Convergence Marketing)**

Company Name

Authorized Agent Signature

Ellyn Davidson

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jared Ambrosier, Director

Name & Title

DTMB Central Procurement Services

Agency

Date

Contract No. 210000000594

Creative, Media Advertising, & Clearinghouse Services
Michigan Department of Health and Human Services (MDHHS)

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STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Brogan & Partners Advertising Consultancy, Inc. (DBA Brogan & Partners Convergency Marketing) (“**Contractor**”), a Michigan Corporation. This Contract is effective on October 1, 2021 (“**Effective Date**”), and unless terminated, expires on September 30, 2024.

This Contract may be renewed for up to 2, additional 1-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of the Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

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

STANDARD CONTRACT TERMS

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

If to State:	If to Contractor:
Sarah Walter 525 W. Allegan Street Lansing, MI 48913 Walters6@michigan.gov 517-256-4237	Ellyn Davidson 535 Woodward Heights Ferndale, MI 48220 edavidson@brogan.com Cell: 248-854-2318 Work: 248-341-8211

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

State:	Contractor:
Sarah Walter 525 W. Allegan Street Lansing, MI 48913 Walters6@michigan.gov 517-256-4237	Ellyn Davidson 535 Woodward Heights Ferndale, MI 48220 edavidson@brogan.com Cell: 248-854-2318 Work: 248-341-8211

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

State:	Contractor:
Darcie Darling South Grand Building 333 S. Grand Ave. Lansing, MI 48933 DarlingD1@michigan.gov 517-241-2112	Katie Rehrauer 535 Woodward Heights Ferndale, MI 48220 Krehrauer@brogan.com 248-506-2931

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

STANDARD CONTRACT TERMS

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

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate Deductible Maximum: \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

STANDARD CONTRACT TERMS

Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate Deductible Maximum: \$50,000 Per Loss	

If any of the required policies provide **claims-made** coverage, the Contractor must:

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

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

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

STANDARD CONTRACT TERMS

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all MiDeal 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.

8. **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.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

STANDARD CONTRACT TERMS

- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees 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.
- 13. 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.
- 14. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State 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

STANDARD CONTRACT TERMS

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.

- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

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

17. Reserved.

18. Reserved.

19. Reserved.

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

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

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

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

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breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. 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.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination

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date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, “**Transition Responsibilities**”). This Contract will automatically be extended through the end of the transition period.

- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State’s 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. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, 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.

- 27. Infringement Remedies.** If, in either party’s opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or

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modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability and Disclaimer of Damages.** IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **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 subcontractor, or an officer or director of Contractor or 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: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - A. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in

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

- B. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- C. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- D. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the

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foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- E. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Reserved.

34. Reserved.

35. Reserved.

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

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- 37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. Reserved.**

STANDARD CONTRACT TERMS

- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 47. 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

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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.

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

49. Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

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

Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	MDHHS Current Campaigns & Projects

51. Entire Agreement and Order of Precedence. This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

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- 52. 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.
- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 55. 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.

FEDERAL PROVISIONS ADDENDUM

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

1. Equal Employment Opportunity

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

- a. 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.

- b. 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.
- c. 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.

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- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor 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

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applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

2. Davis-Bacon Act (Prevailing Wage)

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

- a. 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.
- b. 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

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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:

- a. **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.
- b. **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.
- c. **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:

- a. **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.
- b. **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,

FEDERAL PROVISIONS ADDENDUM

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.

- c. **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.
- d. **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

FEDERAL PROVISIONS ADDENDUM

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](#).

- a. 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).
- b. 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.

FEDERAL PROVISIONS ADDENDUM

- c. 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.
- d. 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.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. 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>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

FEDERAL PROVISIONS ADDENDUM

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.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3. DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, Brogan & Partners Advertising Consultancy, Inc. d/b/a Brogan & Partners Convergence Marketing, 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.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Schedule A – Statement of Work

Contract No. 210000000594

Creative, Media Advertising, & Clearinghouse Services
Michigan Department of Health and Human Services (MDHHS)

BACKGROUND

The State of Michigan and the Michigan Department of Health and Human Services (MDHHS) will use this contract to communicate messages with the public utilizing, but not limited to the following methods:

- Television
- Radio
- Social and Digital Media
- Website graphics
- Print and Outdoor
- Transit
- Brochures and Flyers
- Translated Materials

Please Note: The primary focus of advertising messages provided on behalf of MDHHS and the State are:

- “Call to Action” Initiatives,
- Encourage Consumers to visit a Website for Information,
- Obtain a Publication,
- Call a Hotline, or
- Talk with the healthcare provider.

SCOPE

This is a Contract for Creative Media Advertising and Clearinghouse Services for the State and MDHHS. The Contractor must be able to provide the Services outlined in [Schedule A](#) in accordance with [Schedule B – Pricing](#) and serve as the primary Contact for all Clearinghouse Services to be provided.

- The estimated Contract Value is \$39,765,000.00 – excluding option years.
- The estimated Annual Budget is \$13,225,000.00.

Please refer to Section [1. General Project Overview](#) and [Schedule C – MDHHS Current Campaigns & Projects](#), for further information.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

1. General Project Overview

The Contractor must provide Deliverables and Services for all Projects outlined below. Additional Project may be added or removed as needs or funding arises.

- Please refer to [Schedule C – MDHHS Current Campaigns & Projects](#), for a fully detailed description of the items identified below in the Estimated Fiscal Year Funding Summary Table.
- [Schedule C](#) and the funding listed below is the Estimated Fiscal Year Funding Summary Table are subject to Change – Changes may be tracked via Contract Change Notice.

Estimated Fiscal Year Funding Summary

<u>Campaign/Projects</u>	<u>Funding</u>	<u>Campaign/Projects</u>	<u>Funding</u>
1. I Vaccinate	\$1,480,000	13. Opioids	\$1,000,000
2. Flu and COVID Vaccines	\$1,250,000	14. MI Healthier Tomorrow	\$25,000
3. Sexual Assault	\$300,000	15. Opioid Health Home	\$100,000
4. Crime Victims	\$475,000	16. COVID-19	\$1,500,000
5. DD Council	\$400,000	17. Youth Vaping	\$300,000
6. Children's Trust Fund	\$30,000	18. Cancer	\$225,000
7. Veteran's Navigator	\$100,000	19. Sexual Risk Avoidance	\$25,000
8. PFAS Health Studies	\$15,000	20. HIV	\$1,500,000
9. Foster Care	\$300,000	21. Stay Well	\$750,000
10. Diabetes	\$200,000	22. Lead Poisoning Prevention	\$475,000
11. Gambling	\$1,750,000	23. Family Planning	\$300,000
12. MiCal	\$500,000	24. Clearinghouse Services	<u>\$225,000</u>
<u>Estimated Annual Total:</u>		\$13,225,000	

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

1.1 General Requirements

A. Annual Communication/Marketing Plans

The Contractor will be responsible for developing a comprehensive Annual Communication/Marketing Plan, including marketing strategy for all programs identified in:

- [1. General Projects Overview](#),
- [Schedule C – MDHHS Current Campaigns & Projects](#),
- Any subsequent programs that may be added via Change Notice.

Annual Communication/Marketing Plans must be:

- Audience Specific,
- Include a message along with strategy,
- Communication vehicle(s) for communication delivery,
- Review of past media plan(s) and analytics,
- Review of past market research,
- Recommendations of additional research – if applicable.

Communications will be largely focused on target audiences identified in [Schedule C – MDHHS Current Campaigns & Projects](#) of this Contract.

However, the Contractor must update their plan to accommodate additional add-on projects or changes to current projects.

B. Creative – for New & Existing Campaigns/Advertising:

The Contractor must prepare 3 creative concepts for the State to review for all new campaign/advertising work issued under this Contract.

- The State will select 1 concept presented by the Contractor for further development and implementation.
- The selected concept will then be taken to final art or script and story board.

Please Note:

- Final approval must be received from the applicable Program Manager prior to completion of work.
- The Contractor may be required to utilize several different communication venues or tactics to meet the objectives of each marketing and communication project.
- The Contractor must be able to maintain balance between existing projects, and the addition of new projects throughout the life of the Contract.
- The Contractor may also be required to make changes and adjustments to active projects.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

C. Research – for New & Existing Campaigns/Advertising:

The Contactor must conduct market/audience research, if applicable, to better assess and understand the target population(s) the State is trying to reach.

Market Research must include but is not limited to:

- Marketing Database: PRIZM, and/or Mosaic.
- Intercept Surveys.
- Pre-and Post-Survey Analysis.
- Focus Groups,
 - Test 4 – 5 Key messages.
- Observational Research.
- Brogan Talk to Women Panel,
 - 1,400+ Women to provide insight/input on messaging and creative developed for the State.
- AYTm - Quick Quantitative Research Tool.
 - Additional target audience parameters are assessed with results available within 3–4-day study deployment, typically.
- Other, approved methods to help determine and/or refine creative strategies and message(s).

1.1. Media Management & Development

A. Media – The Contractor is responsible for developing an Annual Media Plan for all State Advertising Campaigns/Projects – Plans must outline at a minimum:

- Paid Media Budget
- Target Audience
- Flight Dates
- Geography/Media Market(s)
- Message, Strategies & Objectives
- Advertising Vehicles/Units (TV, Radio, Online/Digital, Print, etc.)
- Media Weight/Gross Rating Points (GRP) Levels and expenditures for each media in each market.
 - Project Outcomes: Provide an in-depth evaluation of all media units/vehicles (TV, Radio, Online/Digital, Pricing, etc.) available to the State.

Please Note:

- Once the Media Plan(s) have been approved by the State the Contractor will work with the State to determine media buys based off approved plan(s).
- The State must approve all Media Buys prior to Contractor purchase.
- The Contractor must update all proposed plans, as required by the State, throughout the life of the Contract.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

B. Media Placement – Placement services include but are not limited to:

- Paid and value-added media.
- Work with The Michigan Association of Broadcasters (MAB) media, and Michigan Cable Telecommunications (MCTA) media.

The Contractor is responsible for advertising placement and must buy and negotiate the following advertising mediums:

- TV/Cable Airtime
- Radio Placement
- Internet Search/Social Media/Digital
 - The Contractor must negotiate and purchase all forms of digital media including: Desktop & Mobile if approved by the State.
 - Internet Search (Search Engines) – Contractor's in-house team to develop, place and optimize Google Search words each day to make sure Google campaign quality.
- PublicSpaces/Transit Space
- Poster placement in special venues
- Outdoor/Billboard
- Direct Mail Services
- Other – Special/Unique
 - The Contractor must work with the State to evaluate any special or unique media placement/opportunities, as required. This may include recommendations of opportunities outside of traditional methods.

Please Note the Following:

- The Contractor will also be responsible for negotiating matching spots, value-added, bonus, and other creative means to further advertising reach.
- Negotiate, make-good media-weight for any under-delivery to be scheduled during the next applicable paid media flight.
- There is no minimum order requirement for any items – orders will vary in size and are not guaranteed.
- Work to extend the budget through innovative ideas, partnerships, and negotiation skills to leverage funding available.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

C. In some instances, the Contractor may be required to work in tandem with a 3rd-party media auditing firm to periodically examine and audit advertising released through various media platforms to verify the following:

- Quality, Timing & Position
- Ensure that distribution of media is consistent with the approved marketing plan(s), and industry standards.

If, for any reason, the auditing firm provides incorrect findings, the Contractor must remedy the findings of the audit. Please refer to SLA section [12. Service Level Agreements \(SLAs\)](#) for further detail.

D. Traffic: The Contractor is responsible for shopping/uploading all radio and television dubs in the appropriate media formats, with traffic instructions, to stations in time to meet program deadlines.

- The Contractor will work with their digital duplication partner to create the format required.
- The Contractor does have internal resources to create WMV files, MOV files and MP3 files.
- The Contractor will develop an SRT file for uploading sports to social media channels – this ensures closed captioning is embedded on the spot correctly.

1.4 Creative and Production Services

A. Creative: The Contractor is responsible for developing and/or modifying advertising/marketing/creative concepts within an established budget.

Budgets must include but are not limited to the following:

- 30-second TV & Radio,
- 30- and 60-second radio spots,
- Pre-roll,
- 15-second internet pre-roll,
- Digital Media Placements,
- Other, approved methods.

Please Note:

- All proposed creative concepts/materials/productions must be copyright free, including non-right managed visual materials and full buy-out of talent in all Michigan media for a minimum of a 4-year period. The Contract must ensure that the State will be signer on all talent/property rights.
- Refresh of existing ads and/or developing new ad themes, campaigns and campaign assets may be required.
- All Communications must be diverse and culturally competent.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- B. Creative Brief:** The Contractor is responsible for creating, managing, and delivering high-impact, and cost-effective strategies and tactics for media campaigns, as well as advertising material.

The Contractor's account team will develop a Creative Strategy Planner with input from research, strategy, and creative team members.

- The Contractor is required to prepare a "Creative Brief", to present a minimum of 3 creative concepts to the State review.
- One concept will be selected for further development by the Contractor, and subsequent additional review and resulting final approval.

Please Note: The Contractor must work with the State to process and accommodate any changes to creative proposed to the State.

- C. Production:** The Contractor is responsible for directing and coordinating all aspects of production for television and radio -- providing a minimum of 3 price quotes.

Production includes but is not limited to the following:

- Location Scouting
 - Contractor to provide photos of recommended to locations to the State for approval.
- Securing studio and/or voice recording facilities.
- Casting screening and talent recommendations,
 - Prior to shooting, the Contractor will hold a pre-production meeting with the State to finalize storyboard and shoot details.
- Identifying music and special effects,
 - The use of stock music is recommended for cost-effective purchasing; however, original music is available.
- Filming, recording, editing and post-production services.
 - The Contractor will work with the State to allow for State representative(s) to be present on the shoot date.
- Delivering rough cuts and finished spots to the State for final approval as defined for each SOW, or Project.
 - The Contractor will work with the State to make revisions/changes and deliver a second version.
- Producing and duplicating media materials as needed; formats may include but are not limited to:
 - Beta, Digital Beta, .wmv files, mov files, mp3 files
 - Video and audio production/filming/recording must take place within 90 minutes of Lansing, Michigan when possible.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

D. Production Internet/Web: Project deliverables may include but are not limited to the following:

- Repurposed TV-Ads
- Banner Ads
- In-Game Ads
- Social Media Graphics
- Rich Media Ads
- Splash Pages
- Other, Approved Formats
- Short Animated Videos
- Short Un-Animated Videos
- .gifs

Please Note:

- When required by the State the Contractor can provide Banner Ads programed in HTML5 to accommodate lower file size requirements.

E. Production – Other: Other projects may include, but are not limited to:

- Billboards
- Posters
- Banners
- Flyers
- Email or Direct Mail Marketing
- Gas Pump Toppers
- Brochures and Pamphlets
- Other, Approved Formats

Please Note:

- For the above listed production types, the Contractor will develop a Creative Strategy Planner, that contains size and other specifications, timeline, strategy, client presentation, previsions, and final production.

2. Clearinghouse & Phone/Call Center Services

A. Phone Service (Call Center) Requirements: Phone Service (Call Center)

Requirements outlined below will also apply to Mailing Operations services for all 5 toll-free numbers provided.

The Contractor must have the capability of providing a phone system that meets the following specifications:

- Maintain an IVR (Interactive Voice Response) System including voice messages.
- Phone volume of unlimited minutes of call time per month
 - Up to 5 toll-free phone lines,
 - Handle large fluctuations in call volume,
 - Less than 1% ring busy rate,
 - Less than 3% abandoned call rate,
 - Average holdtime of 30-seconds or less per call,
 - Return Customer calls within 30-minutes of message,
 - Have a live operator(s) available for response Monday – Friday 8:00 a.m. – 5:00 p.m. EST for caller assistance.
 - Manage Spanish Phone Line for Cancer Division of MDHHS .

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

B. Phone System Requirements – IRV/CSR: The Contractor must have 24-hour Interactive Voice Response (IVR or electronic) Customer Service Representative (CSR) support system. The following topic areas must be provided:

- Cancer
- Healthy Lifestyles
- General – Special Programs & Campaigns
 - Sexual Risk Avoidance Material
 - Immunization
 - Other Special Programs

Please Note: The topic areas list above maybe subject to change. The Contractor must work with the State to add or alter phonenumber upon request.

C. IRA/CSR Requirements Continued: The Contractor's IVR must have the following capabilities:

- Allow for both touch-tone and rotary/pulse phone system access, as well as telecommunication devices for deaf TDD capabilities, and use of teletypewriters (TTY).
 - Additional customer service support is accessible for those in need.
- Phonelines provide 711 abbreviated dialing for users of relay system in compliance with all applicable federal regulations.
- Option to speak to a live customer service representative (CSR) during normal business hours, Monday – Friday 8:00am – 5:00pm.
- And, have the option to leave order information for transcript by CSR.
- Screening mechanism which allows callers to select Standard Promotions Materials.
- Staff must also be able to answer mailing operations questions.

D. Mailing Operations: The Contractor must have the ability to provide a mailing operations system that meets the following specifications:

- Up to 3,800 packages shipped per month,
- Warehouse storage space of 10,000 cubicfeet,
 - Warehouse responsibilities include:
 - Receive Incoming Shipments,
 - Inventory Management,
 - Inventory Pick-up & Delivery Services,
- Upon receipt of publications, inventory is checked for quality, quantity, labeled and stored – The Contractor will update their system and notify the State. If additional updates are needed to the Contractor's website they will be completed within 48-hours.
- Make corrections within 24-hours to mailing addresses when notified by shipping system of an incorrect address.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

E. Mailing Operations – Shipping & Delivery Services: The Contractor must:

- Provide tracking information (tracking or other unique identification number) & follow-up on all packages shipped.
 - Follow-up on packages shipped is considered as: a confirmation email, with tracking number and/or follow-up phone call(s) with the package recipient to provide tracking information.
- Ensure all orders received are shipped within 48-hours of receipt.
- Provide on-demand delivery and pickup within a 50-mile radius of Downtown Lansing for all order's – upon request.
 - Provide pickup services for all pallets of materials from the DTMB Printing Services Department in Lansing, MI.
- Provide unlimited package shipment services.
 - The Contractor cannot put a cap on the number of packages it will ship per month.
 - The Contractor will receive a monthly allowance for shipping charges.
- As indicated in [Schedule B – Pricing](#), Item 4. Supplies, the proposed pricing for shipping supplies must include boxes, mailing tubes, envelopes, and any other packing materials. As well as, copying and printing services for backorder notices.

F. Customer Service Representative Service Requirements:

The Contractor's Customer Service Representatives must perform the following:

- Assist customers with questions, comments, or concerns regarding the promotional publications that are currently available at the Clearinghouse, on-line or at different MDHHS locations.
- Provide callers with locations and phone numbers or email addresses for the following:
 - Emergency Medical Training Programs,
 - Domestic Violence Shelters,
 - Brest and Cervical Center Control Programs,
 - Forward calls regarding immunization forms to appropriate MDHHS Program Area,
 - Refer callers as needed to local health departments of other support agencies.
 - The Contractor will provide the CSR Agents with a current copy of the MDHHS Clearinghouse Manual. MDHHS will provide a referral list with contact information.
- Assist school, healthcare professionals, non-profit organizations and individuals organizing community health fairs, and others, with suggestions for available and appropriate publications.
- Assist and direct clinics and healthcare professionals inquiring about Informed Consent Concerns or questions to the appropriate resources.
- Screen and forward input received from callers to MDHHS Communications Staff.
 - Direct callers to local health departments and other appropriate agencies

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

and provide phone numbers for their area from a referral list provided by MDHHS.

- Direct callers who need assistance with Public Health Insurance Programs, Food Assistance Programs, Child Care Assistance, Housing, etc.

G. Online Services

The Contractor must have the capability to provide online ordering platform that has the capability of storing all orders processed and data collected.

Data collected consists of:

- Customer Name, Address & Telephone Number
 - No other information including payment information will be stored.

Contractor's Online Ordering Platform must:

- Be a fully integrated website with online ordering capabilities, that is hosted & maintained to State specifications.
 - Orders may also be placed through the Contractor's CSR Staff.
- Provide an order processing program that maintains a database of all orders placed through the Clearinghouse.
- Provide organized and efficient inventory control of all publications stored by the Clearinghouse.

H. Online Services – Continued

The Contractor must provide MDHHS communications staff online access to the following:

- Ordering Activity
 - The Contractor will provide MDHHS Staff Online access to ordering activity, stock levels in real-time, with the ability to print reports.
 - Inventory & order activity reports are emailed to MDHHS staff monthly, and yearly. Additional copies are available upon request.
- Stock levels in real-time
 - The Contractor must manage the materials/publications, and notify MDHHS via email within 24-hours of low inventory and backordered items, that require restocking:
 - Notification must be provided by the Contractor via Email to the State's applicable Program Manager, and follow-up phone call.
 - MDHHS will be responsible for replenishing stock of materials/publications.
 - For restocked backordered publications – the Contractor must notify by email or mail notice to all customers within 24-hours of item availability.
 - The Contractor will ship out orders within 24-48 hours of receipt of backordered stock.
- Ability to view & print reports and accommodate other additional State requests.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

I. Additional Services – Public Relations & Special Events

When requested and approved by the State, the Contractor must plan and organize special public relation events and counsel, or any other special events as required.

Additional Services will be added to the Contract via Change Notice, details and pricing will be determined on a case-by-case basis, and will follow pricing outlined in [Schedule B](#), unless otherwise specified by the State's applicable Program Manager.

3. Transition & Implementation

A. Implementation:

Upon Contract Award, the Contractor must review existing campaigns and performance reports. The Contractor must then make recommendations to maximize the value of the existing media mix for existing campaigns/programs.

B. Transition – End of Contract Conversion Responsibilities:

Upon Contract expiration or termination, the Contractor must work with State personnel and other Contractors, if applicable, to convert and/or transition all Contract Activities, Services, and Data into a mutually agreed upon format for upload/import into a State-owned database (See Standard Contract Terms, Section 25 and 32.e.)

The Contractor must work with the State and/or previous Contractor during implementation of the transition plan to implement an orderly transition to the new Contractor, if applicable. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopies and original/master electronic files (excel, PDF, InDesign, etc.) to help maintain the continuity and consistency of the services required by the Contract.

The Contractor agrees to receive reasonable detailed specifications for all Contract Activities previously provided to the State to properly provide the Contract Activities required under the Contract.

End of Contract Responsibilities must be completed within 4-months of the Contract Expiration or Termination, unless otherwise mutually agreed upon between the State and the Contractor.

4. Advertising with IT Components

If/when advertising projects require an IT component the Contractor must follow the State of Michigan IT Standards set forth below:

A. IT Policies, Standards and Procedures (PSP) – All proposals must conform with State IT policies and standards – all services and products provided as a result of this RFP must comply with all applicable State IT Policies and Standards. Please refer to Public IT Policies, Standards and Procedures (PSP):

http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Please Note: Not all applicable PSP's are available publicly. Controlled PSP's applicable to the RFP are available after signing and returning to the State the required Nondisclosure Agreement (NDA). Failure to return a signed NDA may be grounds for disqualification.

- B. State of Michigan (SOM) Digital Standard** – All software items provided by the Contractor must adhere to the State of Michigan/Site Standards which can be found at: www.michigan.gov/standards.
- C. ADA Compliant** – The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Bidder's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Bidder may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Bidder complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.
http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621
- D. DTMB Authority to Operate-** The State takes precautions to ensure that its data is safeguarded. Any application environment used by the MDHHS must go through a System Accreditation Process called MiSAP. This process uses cyber security standards, such as the National Institute of Standards and Technology (NIST), to determine if the solution meets at least the minimum requirement of cyber security for use. The standards used may vary based on the type of solution and how it is hosted.

The State Cyber Security Team must authorize the operation of IT applications and IT hardware used by the State. After the Contract has been awarded, the Contractor must work with the State to achieve the Authority to Operate (ATO). The ATO process may require time resources from the Contractor to answer questions and resolve any areas of improvement identified with the Contractor's solution.

Please Note: All software and/or hardware items provided/proposed must be compatible with the Standards set by the State.

5. Acceptance

5.1. Acceptance, Inspection and Testing

Before approving invoices for payment, the State will review deliverables and review invoices to verify invoice items are accurate. Invoices must include information outlined in [Section 11. Invoice & Payments](#).

The State will reimburse the Contractor only for services and/or merchandise authorized and approved by the State. Payment will not exceed the amount approved by authorized estimate without submission and approval of a revised estimate. All invoices must reflect actual work done, and items outlined in the Invoice Section indicated above.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

6. Staffing

6.1. Contractor Representative

The Contractor has appointed [Ellyn Davidson](#) to serve as the Contractor Representative, who will be specifically assigned to State of Michigan Accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

- Please refer to the Contract Cover Page – Contractor Section for Contractor Representative Contract Information.
- The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

6.2. Work Hours

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

Please Note: The Contractor must work with the State to identify a schedule and conduct Contract Activities outside of Monday– Friday 8:00 a.m. to 5:00 p.m. on an as needed basis.

6.3. Key Personnel

The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

The Contractor must provide at a minimum the following positions:

Key Personnel	Minimum Desired Experience
Account Manager	5 years of experience as an Account Manager.
Media Coordinator	5 years of planning and/or buying media.
Copywriter(s)	At least one position: 3-years of copywrite experience.
Graphic Designer(s)	3 years of experience in field
Creative Director	3 years of experience in field
Production Coordinator	3 years of experience in field

Contractor’s Key Personnel must be on-site at State locations upon request at mutually agreed upon dates and times.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State’s Project Manager, and provide the State with a resume and any other information about the individual

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment.

Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal.

Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"): See Section [12.1D – Service Level Agreements \(SLAs\)](#).

The Contractor has identified and dedicated the following individuals to provide services to the State of Michigan under this Contract.

Key Personnel by Position	Name	Key Personnel by Position	Name
Account Manager	1. Ellyn Davidson 2. Katie Rehrauer	Alternate Copywriter	Abigail Wilkins
Account Coordinator	Kahla Anderson	Graphic Designer	Vong Lee
Media Coordinator	1. Becky Robertson 2. Christina Seman 3. Abby Gomos	Alternate Graphic Designer	Sarah Foley
Copywriter	Laura Pryor	Creative Director	Laurie Hix
SEO Specialist	Ashlen Olive	Research & Strategy	Lori Bahnmueller
Production Coordinator	Erin Palmore		

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

6.4. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

Our Structure



SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

6.5. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name, address, and telephone number.
- A description of the subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities:
 - Providing a complete description of the Contract Activities that will be performed or provided by the subcontractor.
- The relationship of the subcontractor to the Contractor:
 - Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

Please Note the Following:

- If your organization is not currently utilizing subcontracted services, but may in the future, the above information must then be provided.
 - The State reserves the right to approve all subcontracted parties, approval will be considered as a Change Notice to the Contract.
- The State will not make any pass-through payments for services performed by a 3rd-party (subcontractor) who is performing core work on behalf of the Contractor.
 - Core work can be considered as work outlined in the payment structure of [Schedule B– Pricing](#).
- When outsourcing work to a 3rd-party (subcontractor), the Contractor must obtain 3 quotes for services to be provided. Quotes received must be provided to the State for approval.
 - Outsourcing may include, but is not limited to the following:
 - Production, Research & Media Placement
- The State reserves the right to source 3rd-party work outside of this Contract, and proposed Subcontractors identified below.

6.6. Security

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor will be subject the following security procedures:

The Bidder must:

- (a) explain how it intends to ensure the security of State facilities,
- (b) whether it uses uniforms and ID badges, etc.,
- (c) identify the company that will perform background checks, and
- (d) the scope of the background checks.

Please Note: The State may require the Contractor's personnel to wear State issued identification badges.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

7. Project Management

The Contractor must:

- Provide Account Management Services including but not limited to:
 - Meeting with the State to initiate services and review materials, progress, and discuss corrective action plans if needed.
 - Budget planning and documentation for all campaigns and projects.
 - Budgeting must be done in accordance with [Schedule B – Pricing](#).
 - Project & Campaign Timing – Contractor will adhere to a predetermined timeline that is mutually agreed upon between the Contractor and the State.
 - For any deviations from the timeline the Contractor must provide notice to the State within 24-hours and provide an updated schedule to the State.
- All work performed must be by the State prior to any completion of project activity.

7.1. Project Plan

- A.** The Contractor will carry out this project under the direction and control of the State's applicable Program Manager. Within 10 calendar days of the Effective Date, the Contractor must attend a Kick-Off Meeting and submit a project plan to the State's applicable Program Manager for final approval.

The plan must include:

- A.** Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and
- B.** Project breakdown showing sub-projects, tasks, and resources and staff required.
- C.** Estimated budget breakdowns for projects identified throughout the life of the Contract.

Please Note:

- Any new Campaigns/Projects added to the Contract will also require a Project Plan, which may be added in-whole or part, via Change Notice to the Contract.
- All work must be approved by the applicable Program Manager prior to completion of work.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- B.** The Contractor must provide the State’s applicable Program Manager with an updated Project Plan, as requested by the State, and must include the following:
- Project creative brief – proposed creative concepts for Advertising campaigns.
 - Proposed research – if applicable.
 - Proposed message strategies – including social media if applicable.
 - Timelines must detail:
 - Days, weeks, and/or months’ work will be performed.
 - Staff assigned.
 - Work hours allotted.
 - Rate of pay (hourly) – broken down by individual (staff) assigned to the project.
 - Total anticipated costs, as a separate appendix of the Project Plan
 - Costs and rates must be in alignment with [Schedule B – Pricing](#) and any other specified pricing document issued for a project.

7.2. Reporting

- A.** The Contractor must maintain and submit to the Program Manager and applicable designees, reports outlined in Section [7.2 Reporting](#), which meet the following specifications:
- All reports must be submitted in one of the following formats, unless otherwise specified and approved by the State.
 - Word, Excel, or PDF
 - The State reserves the right to request additional Reports and Content, and/or, Change Reports and Report Content.
 - The Contractor may be required to submit additional Reports – additional Reports will be submitted at a mutually agreed upon date, and format between the State and the Contractor.
 - When deemed necessary, the Contractor must work with the State to develop Reporting templates. All templates must first be approved by the State’s applicable Program Manager prior to implementation and use.

B. Annual Marketing Plan & Report

The Contractor must develop and present an Annual Marketing Plan, as referenced in [General Requirements Section 1.A](#), as well as an Annual Marketing Report that will be presented to the Program Area and applicable Program Manager(s).

- Marketing Plan must be presented to the State’s applicable Program Area and Program Managers within 30-days of request.
- The Marketing Report should include, but is not limited to:
 - Summary of results of marketing campaign,
 - Summary of campaign results
 - Summary of budget appropriation – specify if any funds are remaining.
- Written reports containing this information must be provided to the State’s applicable Program Area and Program Manager(s) within 7-business days of all presentations.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

C. Weekly Report

The Contractor's weekly report(s) must include but, not limited to the following:

- A summary of progress for all projects:
 - Outlining work accomplished during the period,
- Budget information organized by project:
 - Must include an overview of what funds have been spent and what funds are remaining.
- When applicable, provide a summary of results of marketing, promotions, campaigns, and projects against the timeline established.
- The Contractor must be available to provide status reports on a per request basis to the State's applicable Program Manager.

D. Quarterly Report

The Contractor's Quarterly Report(s) must be submitted to the State's applicable Program Manager, and Contract Administrator on a quarterly basis. Reports must include the following information for the previous quarter:

- Budget Summary by Agency & Project:
 - Indicating how much has been spent and how much is remaining for each project, by purchase type as outlined in [Schedule – B](#).
 - List of Invoice Number(s) for purchases made.
 - Include the vendor name for any Pass-through purchases.
 - Lessons Learned/Effectiveness of each project, including goals and objectives established for each project.
 - Effectiveness in terms of cost, reach and frequency, of the message. Information collected may impact future media or refine current plans.
 - Return on Advertising Cost (ROAS) %
- All reports are due 30-days after the beginning of each quarter.

E. Media Buy Approval Report – must be submitted to the State's applicable Program Manager at a minimum of 2-weeks prior to purchase for approval.

- Include a list of all negotiated buys with pricing.
 - Contractor must provide copies of supporting information of intent to purchase.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

F. Media Buy Reporting – Reports for all media buys are due 2-months after the media buy concludes, and must include the following information:

- Quantity of Media Purchase made
 - Identify type of media: online, radio, tv etc.
 - Price per placement.
 - Per each media buy.
 - Total for all media buys purchased.
 - Identify the intended target group.
 - Indicate when the media buy was approved per [Section 7.2E Media Buy Approval Report](#).
 - List of runtimes for Ad, broken down by project.
- Identify Bonus(es) or PSA schedules utilized.
 - Identify type of media: online, radio, tv etc.
 - Price per placement.
 - Per each media buy.
 - Total for all bonuses or PSA schedules.
 - Indicating when the media was approved per [Section 7.2E Media Buy Approval Report](#).
 - List runtime for Ad, broken down by project.

Please Note: There will be NO-CHARGE to the State for bonus(es), or PSA schedules.

G. Media Placement Report(s):

Media Buy Report: At the end of each Media Buy the Contractor must conduct a post-buy review on the placement of media buy(s), review must include:

- Cost analysis,
- Reach & Frequency,
- Message Distribution Requirements – if applicable.
 - Requirements will be identified by the State.
- Audience Delivery Assessment - assessment of audience delivery with a goal of receiving plus/minus 10% of the Gross Rating Points (GRPs) in the proposed media buy.
- Bonus Weight Assessment – assessment of the Return on Investment (ROI) for the bonus weight must be included for media aired.

Please Note: Media Buy Reports must be submitted to the State 2-months after the conclusion of the Media Buy. The State may require the Contractor to use findings from Media Buy Reports to refine current and/or future media plans.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

8. Meetings

The Contractor must attend the following meetings:

- Kick-Off Meeting within 14-calendar days of the Contract Award or Change Notice effective date.
- Annually Project Meeting – if applicable for project.
- End of Contract Meeting – must be held within 30-days prior to Contract expiration.
 - Additional meetings may be required.
- Weekly Status Call-in – if applicable.
 - For project progress review and issue resolution.
- Monthly Update – if applicable.
 - For project progress during the month.
- The State may request other meetings, as it deems appropriate.

Please Note the following:

- Meetings will be held in-person or via phone or other mutually agreed upon format and time between the State and the Contractor.
- The Contractor must meet with subcontractors independently as directed by the State, if applicable.
- The Contractor must respond to all State inquiries within 2-business days of receipt, to confirm receipt and provide anticipated response date.

9. Pricing

9.1. Price Term

Pricing is firm for the entire length of the Contract.

10. Ordering

10.1. Authorizing Document

The appropriate authorizing document for the Contract will be the issuance of a Purchase Order (PO).

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

11. Invoice and Payment

11.1. Invoice Requirements

All invoices submitted to the State must include:

- (a) Date
- (b) Delivery Order (DO) number
- (c) Media Buys
- (d) Licensing fees, Talent renewals, television and radio dubs and satellite and communication uplinks – billed at cost no mark-up may be applied.
- (d) Description of the ContractActivities
 - Including signed estimates and copies of 3rd-party invoices
- (e) Unit price
 - Broken down by media purchase & placement fee for each purchase.
 - Please also indicate the media placement agency fee (%)
- (f) Shipping cost(if any); and
- (g) Total for Costs for services
- (i) Total Invoice Price

Please Note the following:

- Overtime, holiday pay, travel, or any other out-of-pocket expenses, including meeting attendance, commissionable advertising, membership, or industry conference/seminar attendance will not be paid or reimbursed by the State.
- Invoices must only include completed work – the Contractor must not pre-bill for any services including mediaplacements.
- Invoices will be approved based upon completion of deliverables within the approved Project Plan. Approval is made by the applicable State Program Manager.
- Invoices should be Project/Media Buy Specific and must include the following information:
 - Description of the ContractActivities
 - Contractor Maintenance Fee (%)
 - Monthly Fee for:
 - Warehouse Storage
 - Phone Service/Call Center
 - Packaging
 - Web Maintenance
 - Signed estimates and copies of 3rd-party invoices – if applicable, and must be billed at cost, no-mark-up.
 - Licensing Fees
 - Talent Renewals
 - Television & Radio Dubs
 - Satellite & communication uplinks
- Each bullet and sub-bullet above should be totaled out and a total overall cost for services provided.

11.2. Payment Methods

The State will make payment for Contract Activities via Electronic Fund Transfer (ETF).

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

12. Service-Level Agreements (SLAs)

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

Service Level Agreements for this Contract will be as follows:

A. Promotional & Marketing Materials

The Contractor must manage all materials and publications and notify MDHHS via email within 24-hours of low inventory that requires restocking. Notification must be provided by the Contractor via email to the State's applicable Program Manager, as well as a follow-up phone call to ensure receipt of notice.

For any failure to provide notice to the State within the 24-hour period the State is entitled to collect \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of work.

B. Re-Stocked (Backordered) Promotional & Marketing Materials

The Contractor must manage inventory levels in real-time and notify all customers within 24-hours of availability of items back in-stock. Notice must be provided via email, or standard mail.

For any failure to provide notice to the State within the 24-hour period the State is entitled to collect \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of work.

C. The Contractor must respond to all State inquiries within 2-business day of receipt, to confirm receipt and provide anticipated response date.

For any failure to provide notice to the State within the 24-hour period the State is entitled to collect \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of work.

D. As referenced in Section [6.3 Key Personnel – The Unauthorized Removal](#) of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.

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

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

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- E.** As Referenced in [Section 3](#). – The Contractor must ensure that the End of Contract Responsibilities be completed within 4-months of the Contract Expiration or Termination, unless otherwise mutually agreed upon between the State and the Contractor.

For any work not completed within the 4-month period the State is entitled to collect \$500 and an additional \$100 per day for each day Contractor fails to remedy late or improper completion of Work.

- F.** As referenced in [Section 8](#). – The Contractor must, within 14-calendar days of the Effective Date, attend a Kick-Off Meeting and submit a Project Plan to the State's applicable Program Manager for final approval.

For any work not completed within the 14-day period the State is entitled to collect \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of Work, unless otherwise mutually agreed upon.

- G. Section 7.2 Reporting** – The Contractor must meet the following timeframes referenced below:

- As referenced in [Section 7.2B](#), the contractor must:
 - Present its Marketing Plan to the State 30-days after request.
 - Present its Marketing Report no later than 60-days after the conclusion of the Marketing Plan.
 - Provide all written reports of information presented within 7-business days of all presentations.
- As referenced in [Section 7.2D](#), the Contractor must:
 - Provide a Quarterly Report to the Contractor 30-days after the start of the new quarter.
- As referenced in [Section 7.2E](#), the Contractor must:
 - Submit a Media Buy Summary to the State's applicable Program Manager at a minimum of 2-weeks prior to the purchase for approval.
- As referenced in [Section 7.2F & G](#), the Contractor must:
 - Provide a media buy report(s) that are within 2-months after the media buy concludes.

For any work not completed within the time periods specified above the State is entitled to collect \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work. Unless otherwise mutually agreed upon.

13. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

SCHEDULE B PRICING

Contract No. 21000000594

Creative Media Advertising & Clearinghouse Services for the Michigan Department of Health and Human Services (MDHHS)

1. Price Proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that the Contractor may charge the State (e.g., Shipping and Handling, Per Piece Pricing, and Palletizing.)

Please Note: Travel, lodging and meal expenses, including holiday or overtime pay will not be paid by the State.

2. **Quick payment terms:** 2% discount off invoice if paid within 15-days after receipt of invoice. Discount is applied to Commission Portion of State Agency Invoices.
3. The Contractor must make all payments to Subcontractors utilized without waiting for the State's payment of corresponding invoice and maintain a line of credit for such purposes.
4. All Subcontractor work must be billed at cost to the State – no mark-up of any kind, including fees or commissions can be applied to any Subcontracted work completed for the State on the Subcontractors behalf.
 - a. The Contractor must pass on all reductions in cost, such as media volume, media buying discounts, early payment discounts, and/or unplaced media for each project.
 - b. The Contractor must pass along all reductions in costs from Subcontractors and Suppliers, with accompanying documentation to validate savings, and rate billed.
 - c. The State will not accept fees of any kind from a 3rd-party (Subcontractor), fees must be accounted for in the [Contract Maintenance Fee – Fixed Annual Price](#).
5. The Contractor will be paid per campaign, not as a flat percentage or predetermined rate of the total budget allotted for Advertising Services.
6. The State does not guarantee a minimum or maximum volume of Services to be provided under this Contract.
7. The State reserves the right to add additional Statements of Work (SOWs) and additional Services via Change Notice (CN). All additional Services will be priced on a case-by-case basis at the mutual agreement between the State and the Contractor, and adherence to [Schedule B – Pricing](#).

SCHEDULE B PRICING

Michigan.gov / Mi Procurement

8. Contractor Fee % - Commission Based Pricing

The Contractor Fee % provided below, is great enough to cover all costs associated with:

- Campaign & Account Management Services,
- Communications & Marketing,
- Market Research (of any kind) Including Secondary and/or Primary,
- Project Management, Planning & Implementation,
- Creative, Production & Additional Services (Public Relations)
- All other Overhead Costs

Contractor Fee: 7.6%

Please Note:

- The State will use the following equation to calculate the Budget remaining for Advertising Services:
 - Campaign Budget – Contractor Fee % + Amount for Advertising Services
- Estimated Annual Budget: \$13,225,000.00
- Estimated Contract Value: \$39,675,000.00 – (3-year total)

9. Clearinghouse Services Pricing Table Notes:

The Monthly Fee Column pricing includes all overhead costs and fees associated with clearinghouse services. Including any costs associated with a 3rd-party (Subcontractor) to perform on the Contractor's behalf.

- **1. Warehouse** – Price indicated in the table below reflects pricing for:
 - Warehouse storage space of 10,000 cubic feet.
 - Receiving incoming shipments,
 - Inventory management, pick-up & delivery services.
- **2. Phone Services/Call Center** – Pricing indicated in the table below covers all costs associated with [Section 2. of Schedule A](#).
- **3. Packaging** – Price indicated in the table below reflects actual postage and shipping charges.
 - Packaging Pricing indicated below includes – picking/pulling/counting and packaging of orders received, and assembly services.
 - Charges not to exceed \$2,000 per month.
- **4. Supplies** – Price indicated in the table below reflects pricing for shipping supplies including:
 - Boxes, Mailing Tubes, Envelopes, and
 - All other packing materials.
 - Copying and printing services for backordered notices.

SCHEDULE B PRICING

Michigan.gov / Mi Procurement

- **5. Web Maintenance** – Pricing indicated in the table below covers all costs associated with [Section 1.3D of Schedule A](#); and should include all costs of general maintenance for web related advertising services.

10. Clearinghouse Services Pricing:

The table below indicates the amount that will be charged for each service identified:

Service Type	Monthly Estimated Usage	Monthly Fee	Annual Fee
1. Warehouse Storage	Up to 1,000,000 publications <ul style="list-style-type: none"> ○ 10,000 cubic feet storage space ○ 8.5 x 11 trifold brochures ○ Flyers, & Posters 	\$8,000	\$96,000
2. Phone Service/Call Center	Up to 1,000 Calls	\$3,000	\$36,000
3. Packaging	3,800 orders	\$5,000	\$60,000
4. Supplies	Cost of Shipping Supplies	\$2,000	\$24,000
5. Web Maintenance	Fee per Month	\$500	\$ 6,000
Total:		\$18,750	\$225,000

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

Contract No. 210000000594

Creative, Media Advertising, & Clearinghouse Services
Michigan Department of Health and Human Services (MDHHS)

MDHHS Current Campaigns/Projects:

1. Program Summary: I Vaccinate

Budget:	\$1,480,000
Message:	I protect. I defend. I vaccinate. Protecting my child is the top priority.
Status:	Development Phase (developing Media Plan)
Target Audience:	<ul style="list-style-type: none"> • Pregnant Women, • Women with children under the age of 6 years old • First time mothers • African American Mothers • Low-income Mothers (emphasis on this group)
Program Summary:	<p>I Vaccinate is a joint public-private effort of the MDHHS & Franny Strong Foundation. This campaign highlights the medical consensus on vaccines, specifically:</p> <ul style="list-style-type: none"> • Vaccines are safe and effective at preventing disease. • And protect communities from outbreaks. <p>The campaign aims to create:</p> <ul style="list-style-type: none"> • A positive conversation surrounding vaccines and the responses “why” most parents fully vaccinate their children. • This is especially important during the COVID-19 pandemic as many parents have fallen behind on their children’s vaccination schedules & well visits.
Website:	I Vaccinate

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

2. Program Summary: Flu & COVID Vaccines

Budget:	\$1,250,000
Message:	Let's face flu season together. Got MI Vax.
Status:	Flu: Approved & Running COVID: TDB – status & message
Target Audience:	<ul style="list-style-type: none"> • Individuals 6-months or older – living in Michigan. • Emphasis on: <ul style="list-style-type: none"> • High-risk groups • Minority Populations • Essential Workers • Healthcare providers • First Responders
Program Summary:	<p>Flu is a contagious respiratory illness caused by the influenza virus that is typically found in the:</p> <ul style="list-style-type: none"> • Nose • Throat • Lungs <p>The flu can cause a mild to severe illness and sometimes death. The best way to prevent the flu is by getting the flu vaccine each year.</p> <p>COVID-19 is still a threat – it is important to stay healthy and protect yourself against preventable illnesses. MDHHS is preparing to educate the public about vaccine safety and eventually the vaccine.</p>
Website:	SOM - Flu Information

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

3. Program Summary: Sexual Assault Hotline

Budget:	\$300,000
Message:	When you're reach to talk we're here to listen. The Michigan Sexual Assault Hotline is free, confidential, and anonymous resource.
Status:	FY 20 Plan waiting approval. Developing Plan for FY 21.
Target Audience:	Men and Women 16+ years old, Caretakers, Guardians, Teachers, Daycares, and College Students.
Program Summary:	<p>The Sexual Assault Hotline campaign encourages survivors to call the hotline and/or visit the Sexual Assault Hotline website for resources.</p> <p>The hotline & website provides:</p> <ul style="list-style-type: none"> • Crisis counseling and referrals. • Explains health options. • Legal options/rights. • Connects survivors to local organizations. • Provides resources for individuals to recognize the signs of sexual assault.
Website:	Michigan Sexual Assault Hotline

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

4. Program Summary: Crime Victims Compensation Hotline

Budget:	\$475,000
Message:	If you have been physically injured in a violent crime, call the Victims Compensation Hotline.
Status:	Planning
Target Audience:	<ul style="list-style-type: none"> • Victims of Crime • First Responders to Crime • Victim Advocates
Program Summary:	<p>The hotline helps crim victims and their immediate families with the financial costs of crime. Costs that may be eligible include:</p> <ul style="list-style-type: none"> • Medical Treatment • Counseling • Funerals • Crime Scene Clean-up • Grief Counseling • Loss of income • Support not paid by other sources. <p><u>Please Note:</u> The hotline's phone number is changing in 2021 – the Program would like to update the concepts and coincide with the number phone number.</p>
Website:	Michigan.gov -- Crime Victims

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

5. Program Summary: Michigan Developmental Disabilities Council (DD Council)

Budget:	\$400,000
Message:	Please with intellectual and developmental disabilities have the right to be active members of the community. Including starts with you, open-up. Everyone has the right to vote, including individuals with disabilities, and those with guardians.
Status:	Not Stated.
Target Audience:	<ul style="list-style-type: none"> • Individuals with intellectual and developmental disabilities • Caretakers • Family Members • Employers • Community Leaders • General Public
Program Summary:	Michigan Developmental Disabilities Council (DD Council) is an advocacy organization that helps people with developmental and intellectual disabilities have the opportunities and support to achieve their full potential and life dreams. The DD Council is housed within the Michigan Department of Health and Human Services (MDHHS).
Website:	Michigan.gov -- DD Council

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

6. Program Summary: Children's Trust Fund

Budget:	\$30,000 (FY 21 Estimated Budget)
Message:	Stand up for kids by donating, buying CTF License Plate, bidding in the auction or participating in Child Abuse Prevention Awareness Day.
Status:	Not Started.
Target Audience:	<ul style="list-style-type: none"> 18+ with a Household Income (HHI) over \$40,000 who are dedicated to the wellbeing of Michigan's Children.
Program Summary:	Children's Trust Fund (CTF) serves as a voice for Michigan's children and families and promotes their health, safety, and welfare by funding effective local programs and services that prevent child abuse and neglect.
Website:	Michigan.gov -- CTF

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

7. Program Summary: Veteran Navigators

Budget:	\$100,000
Message:	<ul style="list-style-type: none"> • Walking with Warriors. • Veterans supporting Veterans. • Veteran Navigators are here for Michigan Veterans. • Military members and their families. • Navigators are Veterans or Family members of Veterans who are proud to serve fellow warriors with compassion and care.
Status:	Not Started
Target Audience:	<ul style="list-style-type: none"> • Adults 18+ years old • Men & Women who served in the military regardless of discharge status and their families.
Program Summary:	<p>Veteran Navigator Program was created to help Veterans and Military families of all eras, branches of the Military and discharge types. They work to connect Veterans and their families to:</p> <ul style="list-style-type: none"> • Federal • State • Local resources to ease issue regarding mental health substance abuse, housing and other common issues that impact veterans, to support healthier lifestyles and provide support.
Website:	Walking with Warriors

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

8. Program Summary: Veteran Navigators

Budget:	\$100,000
Message:	<ul style="list-style-type: none"> • Walking with Warriors. • Veterans supporting Veterans. • Veteran Navigators are here for Michigan Veterans. • Military members and their families. • Navigators are Veterans or Family members of Veterans who are proud to serve fellow warriors with compassion and care.
Status:	Not Started
Target Audience:	<ul style="list-style-type: none"> • Adults 18+ years old • Men & Women who served in the military regardless of discharge status and their families.
Program Summary:	<p>Veteran Navigator Program was created to help Veterans and Military families of all eras, branches of the Military and discharge types. They work to connect Veterans and their families to:</p> <ul style="list-style-type: none"> • Federal • State • Local resources to ease issue regarding mental health substance abuse, housing and other common issues that impact veterans, to support healthier lifestyles and provide support.
Website:	Walking with Warriors

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

9. Program Summary: PFAS Exposure & Health Study

Budget:	\$15,000
Message:	Sign up to be a part of something bigger. Learn your PFAS levels for free and help advance PFAS research.
Status:	Finalizing Creative
Target Audience:	<ul style="list-style-type: none"> • Adults 18+; • Men and women who have served in the military regardless of discharge status and their families.
Program Summary:	<p>The Michigan PFAS Exposure and Health Study, or MiPEHS, is a multiyear study to research exposures to PFAS and health in the Michigan communities of:</p> <ul style="list-style-type: none"> • The City of Parchment and Cooper Township in Kalamazoo County • Rockford/Belmont Area in Kent County. <p>The campaign is recruiting participants for the study.</p>
Website:	Michigan.gov -- DEHbio

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

10. Program Summary: Foster Care Recruitment

Budget:	\$300,000
Message:	<p>Raise awareness of the need for foster homes in Michigan. Particularly foster homes that can take placement of teens and siblings.</p> <ul style="list-style-type: none"> • Direct people to website to learn more and take the first steps to becoming a foster parent.
Status:	FY 20 media plan pending approval.
Target Audience:	<ul style="list-style-type: none"> • Michigan Men & Women 24 – 54 who may be interested in becoming fosterparents.
Program Summary:	<p>Foster Care identifies and places children in safe homes when they cannot remain with their families because of safety concerns.</p> <p>Foster families provide these children with the consistency and support they need to grow. Our main goal is to return children back to their homes when it is safe. If a return home is not possible adoptive families are needed.</p>
Website:	Michigan.gov - Hope for a Home

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

11. Program Summary: Diabetes Management and Prevention

Budget:	\$200,000
Message:	Get Help to manage diabetes and learn the way to prevent it.
Status:	Developing FY 20 Media Plan
Target Audience:	<ul style="list-style-type: none"> • Michigan Man and Women 30 – 70 with diabetes, • Those at risk of getting diabetes.
Program Summary:	The mission of MDHHS Diabetes Prevention and Control Program is to establish and implement prevention strategies to reduce the morbidity and mortality due to diabetes and its complications among Michigan Residents.
Website:	Michigan.gov - Diabetes

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

12. Program Summary: Problem Gambling

Budget:	\$1,750,000
Message:	If you or a loved one has a gambling problem; help is available by calling the Michigan Problem Gambling Helpline.
Status:	Planning
Target Audience:	<ul style="list-style-type: none"> • Adults 21 – 64 years old who have a gambling problem. • Families of problem gamblers who need help.
Program Summary:	<ul style="list-style-type: none"> • The Michigan Problem Gambling Helpline: 1-800-270-7117, is open for crisis intervention and referral to treatment. • Trained and experienced counselors are available 24-hours a day, seven days a week by phone or virtually to provide immediate help to address issues related to: <ul style="list-style-type: none"> • Gambling Disorder, • Including Screening Services, and • Referrals to Treatment, or • Support groups.
Website:	Michigan.gov - Problem Gambling

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

13. Program Summary: Michigan Crisis & Access Line (MiCAL)

Budget:	\$500,000
Message:	One place for all Michiganders in crisis or with behavioral health need to go for immediate support, helpful information and resources, and coordination with local services – Available 24/7, 365 days-a-year, to everyone regardless of severity, insurance status, or ability to pay.
Status:	Planning
Target Audience:	<ul style="list-style-type: none"> • Primary Target Audience: <ul style="list-style-type: none"> • Citizens of Michigan who need behavioral health help, or • Substance use disorder treatment help and do not know where to get help. • We will want to tailor messages to wide variety of demographic groups. • Secondary Target Audience: <ul style="list-style-type: none"> • Allied helping professionals who might refer people to MiCAL, including but not limited to: • Medical Professionals • Law Enforcement • Educational Staff • Ministers • Probation & Parole Officers
Program Summary:	MiCAL will be a service for all Michiganders, regardless of insurance coverage, with the aim of expanding population outreach and connection to services across the State. It is anticipated that MiCAL will, in the long run, create a shift in the mindset and reduce stigmas surrounding behavioral health in the State, providing a proactive approach to care, and helping to close the gap in health disparities across the State and different population groups within.
Website:	Not yet developed.

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

14. Program Summary: Opioids/Harm Reduction

Budget:	\$1,000,000
Message:	<ul style="list-style-type: none"> • Increase awareness and use of harm reduction services in Michigan. • Normalize these as essential health services and to normalize individuals who use drugs as needing compassionate health services.
Status:	FY 20 Media Plan Approved – Developing Creative.
Target Audience:	<ul style="list-style-type: none"> • Adults 18 – 64 actively using opioids. • Skews male with a focus on the African American population.
Program Summary:	<ul style="list-style-type: none"> • Since 2000, opioid overdose deaths have grown 10-fold in Michigan. • The epidemic impacts thousands of Michiganders and their families, friends, and communities. • It is one of the greatest public health crises of our lifetime, and we must respond urgently. • Michigan's opioid crisis response focuses on prevention, treatment, and harm reduction.
Website:	Michigan.gov - Opioids

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

15. Program Summary: MI Healthier Tomorrow

Budget:	\$25,000
Message:	<ul style="list-style-type: none"> To encourage people to visit: michigan.gov/mihealthiertomorrow, to learn how to take active steps to live a healthier lifestyle.
Status:	FY 20 Media Plan – Pending Approval.
Target Audience:	<ul style="list-style-type: none"> Women 25 – 54 who are interested in improving their nutrition and increasing their physical activity.
Program Summary:	<ul style="list-style-type: none"> We are on a mission to make Michigan healthier. To educate every adult about healthy habits and motivate them to make positive change. The change we are talking about does not start big, or with a complete overhaul of your current routine. Instead, it focuses on small adjustments that will benefit you today, tomorrow and in the future.
Website:	Michigan.gov - MI Healthier Tomorrow

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

16. Program Summary: Opioid Health Home

Budget:	\$100,000
Message:	<ul style="list-style-type: none"> • To increase awareness of the Opioid Health Home Program and expanded medical assisted treatment. • Direct people to the OHH PIHP 1-800 number or visit Michigan.gov/OHH for more information.
Status:	FY 20 Media Plan Approved – Developing Creative
Target Audience:	<ul style="list-style-type: none"> • Adults 18+ who are enrolled in Medicaid, or • Those who are enrolled in the Health Michigan Plan who have a diagnosis of opioid use disorder.
Program Summary:	<ul style="list-style-type: none"> • The OHH will provide comprehensive care management and coordination services to Medicaid beneficiaries with opioid use disorders. • For enrolled beneficiaries, the OHH will function as the central point of contact for directing patient-centered care across the broader healthcare system.
Website:	Michigan.gov - OHH

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

17. Program Summary: Lead Poisoning Prevention

Budget:	\$475,000
Message:	<ul style="list-style-type: none"> • Increase knowledge within Michigan about lead exposure and prevention practices.
Status:	FY 20 Media Plan Approved – Developing Creative.
Target Audience:	<ul style="list-style-type: none"> • Families or caregivers of children under 6-years old.
Program Summary:	<ul style="list-style-type: none"> • Mission to improve the health and wellbeing of Michigan citizens by promoting safe and healthy home environments through: <ul style="list-style-type: none"> • Home-Based Intervention Programs • Lead Certification and Regulations • Public Education & Outreach • Statewide Partnerships.
Website:	Michigan.gov - MI Lead Safe

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

18. Program Summary: COVID-19

Budget:	\$1,500,000
Message:	<ul style="list-style-type: none"> That we all work together to reduce the spread of COVID-19.
Status:	FY 20 – Media Plan in Place.
Target Audience:	<ul style="list-style-type: none"> All Michigan Residents
Program Summary:	<ul style="list-style-type: none"> To encourage: <ul style="list-style-type: none"> Mask-wearing Social distancing Handwashing Testing & Vaccine
Website:	Michigan.gov - Coronavirus

19. Program Summary: Youth Vaping

Budget:	\$300,000
Message:	Educate the dangers of vaping, and drive traffic to the website for information.
Status:	FY 20 Media Plan in Place.
Target Audience:	<ul style="list-style-type: none"> Michigan youth
Program Summary:	<ul style="list-style-type: none"> The goal of this campaign is to encourage youth using vape to make a quit attempt using the MDHHS/Michigan Tobacco Quitline Services. To educate youth, their peers, and parents about the dangers of vaping.
Website:	www.MyLifeMyQuit.com

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

20. Program Summary: Cancer

Budget:	\$225,000
Message:	<ul style="list-style-type: none"> • Increase awareness and enrollment various cancer programs. • Lead people to the website and phone number to learn more and/or talk to their healthcare provider.
Status:	On-hold due to COVID-19
Target Audience:	Michigan Residents
Program Summary:	<p>Cancer Campaigns could include:</p> <ul style="list-style-type: none"> • Breast & Cervical • Lung • Colorectal • Prostate
Website:	Michigan.gov - Cancer

21. Program Summary: Sexual Risk Avoidance

Budget:	\$25,000
Message:	Promote sexual risk avoidance and empower teens.
Status:	On-hold due to COVID-19.
Target Audience:	Michigan Teens
Program Summary:	Campaign to promote sexual risk avoidance and empower teens to strive to achieve their dreams.
Website:	Michigan.gov - TPPI

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

22. Program Summary: HIV

Budget:	\$1,500,000
Message:	For more information, visit the website or talk to your healthcare provider.
Status:	FY 20 Media Plan in-place.
Target Audience:	Michigan Residents and at-risk populations.
Program Summary:	The HIV media campaign includes multiple tactics to reach both the general population with a goal of reducing stigma, as well as more target media to reach the at-risk population.
Website:	Michigan.gov - HIVSTD

23. Program Summary: Stay Well (Behavioral Health)

Budget:	\$750,000
Message:	Utilize the Stay Well counseling services that are available.
Status:	FY 20 Media Plan in-place
Target Audience:	Michigan Residents
Program Summary:	To promote the use of Stay Well counseling services available through the COVID-19 hotline and to promote virtual support groups, webinars and events.
Website:	Michigan.gov - Stay Well

SCHEDULE C - MDHHS CURRENT CAMPAIGNS & PROJECTS

24. Program Summary: Family Planning

Budget:	\$30,000
Message:	Learn more about family planning services
Status:	FY 20 Media Plan in-place
Target Audience:	Michigan Residents
Program Summary:	To increase awareness of the contraceptive services available at Family Planning Clinics and direct people to the website to learn more about services and find a location.
Website:	Michigan.gov - Family Planning

25. Other Services Summary: Clearing House Services

Budget:	\$225,000 Annually
Status:	Currently operational – Holt, MI
Service Summary:	Services & Mailing are in response to media campaigns. Phone services, website ordering capabilities, shipping and delivery warehouse storage and reporting.