



**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 **16**

to

Contract Number **071B2200299**

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	2255 Carling Ave., Suite 500
	Ottawa, ON K2B 7Z5
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	CV0067031

<b>STATE</b>	Program Manager	Various	DTMB
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664 <a href="mailto:mayj7@michigan.gov">mayj7@michigan.gov</a>	

**CONTRACT SUMMARY**

HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,481,438.60	\$0.00	\$5,481,438.60		

**DESCRIPTION**

Effective 12/13/2021, the following amendment is hereby incorporated into this contract, per the attached Statement of Work. Additional cost for this amendment is \$301,500.00. Existing funds from Customer Expressions Master Agreement 071B2200299 will be utilized.

- MARIS V8 GovCloud Implementation

All other terms, conditions, and specifications remain the same. Per DTMB contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	John Moore	517-331-5065	<a href="mailto:Moorej7@michigan.gov">Moorej7@michigan.gov</a>
MDHHS	David Russell	517-896-9597	RussellD3@michigan.gov



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

Project Title: MARIS V8 – Deployment and M&O	Period of Coverage: 12/1/2021 – 12/1/2025
Requesting Department: Michigan Department of Health and Human Services	Date: 11/24/2021
Agency Program Manager: David Russell RussellD3@michigan.gov	Phone: (517) 896-9597
DTMB Program Manager: John Moore moorej7@michigan.gov	Phone: (517) 242-1075
Contractor Project Manager: Jakub Ficner jficner@i-Sight.com	Phone: (613) 244-5111

This Statement of Work (SOW) is made part of a Change Notice to Contract No. 071B2200299 (Contract) between the State of Michigan (State or SOM) and Customer Expressions (“Contractor” or “Vendor”) under the terms of the Implementation Services Agreement (Contract #071B2200299) (“Agreement” or “Contract”). The Parties agree as follows:

**1 OVERVIEW AND BACKGROUND**

- 1.1 The Michigan Department of Health and Human Services (MDHHS)-Office of Inspector General (OIG) investigates Medicaid Fraud, Waste, and Abuse. To automate the investigation process, MDHHS-OIG has implemented i-Sight Case Management Software. i-Sight application contains investigation information.
- 1.2 Customer Expressions Corp, Contract 071B02200299, is contracted to design, develop, implement, maintain and support the I-Sight Application for the MDHHS-OIG. MDHHS-OIG will use the I-Sight application to investigate and track Medicaid Fraud, Waste, and Abuse. Tracking and enforcement involves investigating Medicaid data from many healthcare resources and, as a result, Personal Health Information (PHI) and Personal Identifiable Information (PII) will be stored in the I-Sight application.
- 1.3 The I-Sight application has been live since 2017. The application meets the requirements, but it is found that many enhancements are needed to make the application more user-friendly and to utilize the application to its full capability.

- 1.4 This Contract Change Notice is to provide vendor supported hosting in US Azure GovCloud, development & deployment of Change Notice 13 (CN 13), migration MARIS V5 data to MARIS V8 GovCloud environment, maintenance and technical support for MARIS V8 within US Azure GovCloud.

## **2 PROJECT OBJECTIVE**

- 2.1 Migrate the hosted application from the DTMB site to the Contractor US Azure GovCloud tenant.
- 2.2 Upgrade the functionality of MARIS case management system, from the current I-Sight v5 to I-Sight v8.
- 2.2 Continue to provide support to SOM DTMB staff for the application installation and configuration for MARIS I-SIGHT v8.

## **3 SCOPE OF WORK**

- 3.1 The objective of this procurement is to provide hosting, maintenance and operations of MARIS V8:

- 3.1.1 MARIS V5 must remain secure and accessible in SOM environment throughout the migration to Azure GovCloud
- 3.1.2 MARIS V8 must utilize MILogin Tools.
- 3.1.3 MARIS V8 must be NIST 800-53 rev 4 moderate level secure.
- 3.1.4 Contractor will provide the necessary setup, configuration, and support for implementation of the MARIS V8 Quality Analysis (QA) and Production (PRD) environments onto US Azure GovCloud as directed by DTMB.
- 3.1.5 Contractor will move data and records to the Contractor hosted US Azure GovCloud Production (PRD) environments.
  - 3.1.5.1 Data must be migrated from existing environment.
  - 3.1.5.2 Provide a data upload to the Data Warehouse with reconciled migration data.
- 3.1.6 Contractor will work with an assigned DTMB resource(s) for support on MARIS V8 application
- 3.1.7 The software and its components will be in supported version and will be upgraded as necessary to ensure the software and its components are supported versions.

- 3.2 The Contractor will implement MARIS V8 with enhanced functionalities as detailed within the MARIS v8 BRD and the Change Notice (CN) 13 under the contract 071B2200299. The MARIS application is being upgraded to the latest I-Sight v8. In addition to that Scope and the Work and Deliverables, the following established parameters must also be met:

- 3.2.1 Include interoperability interfacing with the following SOM systems:
  - 3.2.1.1 MI-Login – Single Sign-On (SSO) solution.
  - 3.2.1.2 Web Services – Data Warehouse interfaces.
  - 3.2.1.3 Data Warehouse - Archiving metadata storage.
  - 3.2.1.4 External On-line complaint Forms – Public portal to receive complaints from public
  - 3.2.1.5 MIGS: This is used only for lookup and not for any kind of data transfer.

- 3.2.2 MARIS will be on the latest i-Sight platform.
- 3.2.3 Contractors must comply with State of Michigan (SOM) IT Policies and Standards wherever applicable. SOM/DTMB Application Standards are available at: [https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56579\\_56755---,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html)
- 3.3 The Contractor will provide web-based and “train the trainer” training to the SOM System Administrator(s) to support the user community migration to the new system.
- 3.4 The Contractor must provide an automated query into the MIGS application, to be consumed by the MARIS application.

**4 Work and Deliverables**

- 4.1 Deliverables will not be considered complete until the DTMB Program Manager and MDHHS Agency Business Owner accepts them.
- 4.2 Changes to the below schedule will be managed by the established Project Change Request approval process.

Table 1: MARIS V8 implementation in US Azure GovCloud:

KEY	SUMMARY	New/Existing	Description
	Deploy all the enhancements as documented in the CN 13 deliverable, MARIS v8 BRD	New	Develop and deploy all the enhancements as documented in the CN 13 deliverable
	Americans with Disabilities Act (ADA) - ADA Compliance	Existing	SOM E-Michigan department will run the MARIS V8 application for the ADA compliance. After E-Michigan completes the review, identified issues will be sent to the requestor. Contractor will then have to fix the issues which do not comply with ADA. In case where any of the issues cannot be fixed or needs extended time, then the Business Owner can sign the Risk acceptance and provide an action plan for remediation in order to get the ATO.
	YellowFin	Existing	Unless noted above or in BRD, the general workflows already identified in MARIS V5 will be recreated in V8.
	Data warehouse	Existing	Unless noted above, the general workflows already identified in MARIS V5 will be recreated in v8. This will generally consist of sending the same information to the Data Warehouse as is currently sent by MARIS V5
	Single Sign On (SSO)	Existing	MARIS V8 will use Mi-Login for workers and Third Party

	<p>Project Activity Design Customer Expressions Corp., aka i-Sight will upgrade the existing i-Sight (aka MARIS) CMS to their version 8.x platform which will utilize Node.js. The new version will be provided within a modern containerized application, logically separated by tiers. All software artifacts will be managed and deployed within Docker containers unless explicitly stated.</p> <p>Major Components:          Docker (19.06)          Nginx (1.18.0)          Node.js (12.20.0)          Quartz Scheduler (2.3.2)          RabbitMQ (3.7.26)          Redis (5.0.10)          Elastic Search (7.8.1)          PostgreSQL (12.3)          Yellowfin BI (9.3)</p>	New	<ol style="list-style-type: none"> <li>1. Frontend Tier: The frontend tier consists of a Nginx container and number of web containers. Nginx will be used to cache and serve up static content and to balance across the local web containers</li> <li>2. Services Tier: The services tier will operate application logic service containers such as the login or email service. Attached at this services level there will reside a file store share, for the application to store file attachments.</li> <li>3. Caching and Search Tier: The caching and search tiers are implemented using Redis and Elastic Search containers</li> <li>4. Data Tier: The data tier which is utilized to store Database information employs PostgreSQL. PostgreSQL will be deployed directly to the hardware and will not be containerized. This is due to the fact that upgrades will be infrequent and allows the use traditional system administration techniques</li> <li>5. Email gateway (GW): The i-Sight application employs a basic internal SMTP service for email services. The system will direct all outgoing mail to a separate email GW for filtering services and will process internal email via the email service. No filtering is applied on ingress to the application, email scanning should be applied upstream. The platform will reside on the Microsoft US Azure government cloud environment. The CMS will integrate with data warehouse (webservices, archiving and analytics), and the State of Michigan's MILogin (access security).</li> </ol>
	MARIS V8 will reside on the Contractor hosted Microsoft Azure government cloud environment.	New	

4.3 ADDITIONAL SUPPORTING DELIVERABLES

- 4.3.1 I-Sight Application Core System information (Functional & Technical Documentation).
- 4.3.2 I-Sight Application Enhancements information (Michigan Specific Functional & Technical Changes Documentation).
- 4.3.3 Testing Plan with Test Cases along with evidence for passing each Requirement as specified in the BRD. The tests may be grouped together by software release.
- 4.3.4 Contractor must provide the evidence for the application performance in production environment before and after initial Go-Live. The evidence should

be a report from an Enterprise Monitoring tool which contractor can choose and a live demonstration for load testing with simulation of active users per number of licenses purchased by State of Michigan for the application. Subsequent performance testing will continue against the base platform and be provided only for the application instance should both the contractor and client deem individualized performance testing is required, outside of the contracted SLA.

- 4.3.5 Data conversion and migration plan and test cases with evidence of passing conversion & loading into the application at vendor site.
- 4.3.6 Data conversion load test plan and test cases. Plan must include live demonstration of application performance with loaded data from legacy system and should perform as stated in Non-functional requirements.
- 4.3.7 Vendor will provide documentation to support the implementation including Field Specifications Document, i-Sight User Manual, and Template Creation User Guide.
- 4.3.8 Vendor must comply with DTMB Change & Release Management policies. This includes providing the JIRA tickets extract for each release and submitting all System Engineering Methodology (SEM) documents as per CMCoE check list. Check list will be provided to the vendor.

#### 4.4 NON-FUNCTIONAL REQUIREMENTS:

Software delivered must pass performance test requirements to support the number of licenses purchased by SOM for the application as follows:

- 4.4.1 Within the Azure network, maximum elapsed time of 7 seconds for initial sign in, 3 seconds for case submittal (no attachments), 2 seconds to open a case record and 1 second for navigation within an opened case record. Integration with other SOM systems e.g., Data Warehouse and other external systems may be disabled for passing this requirement.
- 4.4.2 The maximum amount of Recovery Time Objective (RTO) that the application must be returned to service is 3 days.
- 4.4.3 The maximum Recovery Point Objective (RPO) or data loss is expected to be no more than 2 hours from the point the application's operational loss.
- 4.4.4 Demonstration of performance at the vendor site/labs is needed prior to UAT implementation.
- 4.4.5 The licensed number of users must be simulated with vendor load testing software for the vendor's choice. The demonstration within Azure must include in parallel a live usage of the application while the test is being carried out so that application performance with the total licensed users may be verified by the State of Michigan.
- 4.4.6 Any data migrated into the application, must be load tested to demonstrated application performance with all data present in the application. i.e., if the migration of data involves 50,000 case records, this data volume must be simulated in the application for the final acceptance load test.

- 4.4.7 The performance testing requirement is designed to allow the vendor to prove application capability at full production volumes (user and data) and the sequence of the testing is important:
  - 4.4.7.1 Load testing within Azure with customer witness and verification
- 4.4.8 Vendor will provide all the required information to DTMB to complete the SSP in order to get ATO including
  - 4.4.8.1 Network diagram
  - 4.4.8.2 Dataflow diagram
  - 4.4.8.3 Ports and Protocols information
  - 4.4.8.4 CEx Network Topology for MARIS V8
- 4.4.9 DTMB Business Analyst will work with Vendor staff with application information which is required to fill out the System Security Plan (SSP).

#### 4.5 SOFTWARE DELIVERY:

- 4.5.1 All systems functionalities being delivered to the SOM as a software release or bundle must be thoroughly tested by the vendor prior to delivery. This testing must include:
    - 4.5.1.1 Functional testing (i.e. module/unit successfully tested per each requirements' acceptance criteria specified in the Business Requirements Document, with evidence of passing the test)
    - 4.5.1.2 Non-functional testing (i.e. system performance successfully tested per stipulated performance requirements in this document and/or in the Business Requirements Document, with evidence of passing the test),
  - 4.5.2 The software package must be accompanied by the following:
    - 4.5.2.1 Functional documentation specifying release features (referencing State of Michigan requirements detailed in the Business Requirements Document)
    - 4.5.2.2 Test results from functional, non-functional testing performed at vendor site/labs.
- 4.6 The State of Michigan technical team must be notified of the software ~~delivery~~. Implementation and all the changes happen in UAT and Prod environments, the DTMB Business Analyst will initiate the RFC process for the changes in both environments.

### 5 ACCEPTANCE CRITERIA

- 5.1 Contractor Project Manager is responsible for quality assurance of all submitted deliverables to the SOM.
- 5.2 List in Requirements column for Milestone Acceptance & Signoff row and identify those authorized to signoff in Acceptance/Signoff Column.



## 6 PROJECT CONTROL AND REPORTS

6.1 I-Sight is providing a fixed price to DTMB so would follow the present project management process.

### 6.1.1 Delivery Process

Phase	Activities
Configuration	The application is configured using the workflow engine to match the client business rules.
Custom Development	i-Sight configures business workflow and rules, approvals, notifications, and other custom functionality
Integration	Integrations with applicable client systems.
Training/UAT	Key business users are trained in the use of the new application before engaging in end-to-end testing of the application to provide feedback.
Data Migration	Data from legacy system is extracted and reindexed into new application in accordance with a mapping document.
Go Live / Hypercare	Application is made available on production site for live use, followed by a hypercare period to address any remaining requirements or questions.
Ongoing Customer Care	i-Sight Delivery Team sets up a warm handover to Customer Care Team to provide ongoing customer care.

## 7 ADA Compliance

7.1 All software items provided by the contractor must be ADA compliant and adhere to the SOM look and feel – The state is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted a formal policy regarding accessibility requirement of the software applications. For AppExchange/SAAS partners, the state requires that software applications conform, where relevant to level AA of providers PAAS Services. The SOM reserves a right to have ADA compliance validated by the E-Michigan team. DTMB form 3533 must be completed and approved including the development prior to Go-Live.

**The form can be found here:**

<https://stateofmichigan.sharepoint.com/teams/insidemichigan/for-your-job/forms>

**SOM Application/Site Standards:**

<https://www.michigan.gov/som/0,4669,7-192-86761---,00.html>

## 8 ISSUE MANAGEMENT:

8.1 An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State’s Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- 8.1.1 Description of issue
- 8.1.2 Issue identification date
- 8.1.3 Responsibility for resolving issue.

- 8.1.4 Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- 8.1.5 Resources assigned responsibility for resolution
- 8.1.6 Resolution date
- 8.1.7 Resolution description
- 8.1.8 For the interfaces and integration like MILogin and Data Warehouse issue, vendor will work with DTMB and OIG to address and resolve the issue in a timely manner
  - 8.1.8.1 DTMB will initiate support email thread with DTMB technical staff and vendor to address and resolve the issue besides the JIRA ticket
  - 8.1.8.2 Upon the resolution of the ticket, DTMB support email will be added to the JIRA ticket
  - 8.1.8.3 Vendor will provide required information for the SUITE documentation for records of resolution
  - 8.1.8.4 Provide access to vendor JIRA for DTMB resources as needed

## 9 Change and Release Management (CRM)

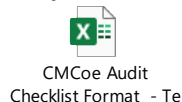
9.1 The purpose of the Change and Release Management is to ensure that standardized methods and procedures are used for efficient and prompt handling of all Information Technology (IT) changes, within the State of Michigan (SOM). In addition to this, the DTMB Change Management Center of Excellence (CMCoE) has implemented Release Management processes to help ensure that DTMB and its stake holders can meet audit requirements:

9.2 **Vendor Partners Responsibilities:** Vendor must comply with DTMB Change & Release Management (CRM) policies before implementing every release. This includes providing JIRA tickets extract for each release and submitting all SEM equivalent documents as per Change Management Center of Excellence (CMCoE) check list. The documents can be in the contractors PMM methodology. After the Business Owner signs off the documents and approves the implementation timeframes, the DTMB Business Analyst will create and initiate the RFC process.

**DTMB process for Vendor managed applications can be found here:**

<https://stateofmichigan.sharepoint.com/sites/DTMB/cmcoe/Shared%20Documents/1340.00.060.11.XX%20Enterprise%20Release%20Management%20Vendor%20Procedure.pdf#search=change%20and%20release%20management>

**DTMB CMCoE Check list is provided below:**



9.3 DTMB Responsibilities: DTMB Business Analyst Resource will be responsible to review the SEM or equivalent documents from vendor for each release and complete the CMCoE check list. The DTMB resource will be responsible to follow the RFC process for Approvals and notifications as specified in the below documents.

DTMB enterprise change control process documents for vendor supported applications are here:

[https://stateofmichigan.sharepoint.com/teams/insidedtmb/work/\\_policies/IT%20Policies/1340.00.060.04%20Enterprise%20Change%20Control%20Process%20Standard.pdf#search=ENTERPRISE%20APPLICATION%20](https://stateofmichigan.sharepoint.com/teams/insidedtmb/work/_policies/IT%20Policies/1340.00.060.04%20Enterprise%20Change%20Control%20Process%20Standard.pdf#search=ENTERPRISE%20APPLICATION%20)

**10 PROJECT PLAN**

Milestone Number	Milestones	Project Phase	Anticipated Start Date	Anticipated Completion Date	Contractor Staff	Hours	Rate	Total	Acceptance/Signoff
1	UAT Software Load	Build	07/01/23	09/15/23	Contractor System Architect - Development Team				MDHHS/DTMB PM & Project Sponsor
2	Deployment of Accepted Environment to Production	Pre - Prod Validation	09/08/23	09/15/23	Contractor Infrastructure-Deployment Team	8	\$187.50	\$1,500	MDHHS/DTMB PM & Project Sponsor
3	Warranty (Hypercare) Support of Software	Post Prod Validation	09/15/23	12/15/23	Support				MDHHS/DTMB PM & Project Sponsor
<b>TOTAL</b>						<b>8</b>	<b>\$187.50</b>	<b>\$1,500</b>	

<b>Annual Recurring Costs</b>						
ID	Task	Description	Year	Total Amt/year	Total	Acceptance/Sign Off
1	i-Sight Azure GovCloud Deployment and Support **Payable Yearly.	GovCloud Deployment and Support (i-Sight or SOM Tenant)	3	\$100,000	\$300,000	DTMB and MDHHS Program Manager
<b>Annual Recurring Cost for MDHHS</b>					<b>\$300,000</b>	

**11 SPECIFIC DEPARTMENT STANDARDS:**

- 11.1 Contractor must comply with all State of Michigan Information Technology Security Policies, including but not limited to those listed within the Contract, herein, and on the DTMB “IT Policies, Standards, and Procedures (PSP)” webpage, currently found at [http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html).
- 11.2 If Vendor is unable to access or view any of the IT Security Requirements listed on any State website, Contractor must promptly notify the DTMB Program Manager, who will facilitate communications with the State Office of Cybersecurity & Infrastructure Protection. Contractor must ensure it is compliant with all State and federal policies and standards that may have security requirements or security impact on the project.

**12 PAYMENT SCHEDULE:**

- 12.1 Payment will be made on satisfactory acceptance of each of the milestones mentioned in Section 10. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the state issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the state’s satisfaction a description of the work performed, the progress of the project and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.
- 12.2 Payment shall be considered timely, if made by the DTMB within Forty-Five (45) days after receiving receipt of properly completed invoices.

**13 EXPENSES:**

- 13.1 The State will NOT pay for any project related or support related travel expenses, including hotel, mileage, meals, parking, etc.

**14 PROJECT CONTACTS:**

- 14.1 The designated Agency Project Manager is:
  - David Russell
  - MDHHS/OIG – Operations Division
  - P.O. Box 30062, Lansing, MI 48909
  - 517-896-9597
  - [RussellD3@michigan.gov](mailto:RussellD3@michigan.gov)
- 14.2 The designated DTMB Program Manager is:
  - John Moore
  - State of MI – DTMB AS Supporting MDHHS – Medicaid
  - Grand Tower
  - 235 S Grand Avenue, 3<sup>rd</sup> Floor
  - Lansing, MI 48933
  - 517-243-5265
  - [moorej7@michigan.gov](mailto:moorej7@michigan.gov)

## 15 GENERAL PROVISIONS:

### 15.1 Work Location:

Contractor staff will primarily work from Contractor’s offices and facilities. Occasionally Contractor on-site support may be required within the SOM Lansing, Michigan offices and facilities and will be mutually agreed between the Contractor and the DTMB Program Manager. As defined within the Contract section 2.080, SOM offices and facilities are subject to availability and Contractor personnel may be assigned office space to be shared with State personnel.

### 15.2 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES:

**15.2.1** The Contractor will Identify the staff who will be involved in this project and describe in detail their roles and responsibilities.

**15.2.2** The Contractor will commit that staff identified will perform the assigned work. And if there are any changes will notify both DTMB and OIG.

**15.2.3** The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

15.2.3.1 Supporting the management of the Contract.

15.2.3.2 Facilitating Issue resolution

15.2.3.3 Advising the State of performance under the terms and conditions of the Contract.

Staff	Role	Responsibility
Kim Forbes	Delivery Manager	Project Implementation (Project Management, Client Engagement, Project Resources)
Janice Wurster	Business Analyst	Project Implementation (Business Requirement Gathering, Project Management)
Atif Siddiqui	Lead Developer	Enable quality and timely customer project delivery through guidance and mentoring of the other developers and enforces development best practices. Lead is the main contact for communication with the product team and be expected to perform IT support tasks as needed.
Gerry Williams	VP of Delivery	Project Support
Jakub Ficner	Director of Government Sales	Account Management and Sales Support
Jason Victor	Chief Technology Officer	Technology and Infrastructure Lead
Ashley Rosa	Director of Product Management	Product Roadmap, Voice of Customer (Functionality/Feedback)

### 15.3 DTMB and MDHHS-OIG ROLES, AND RESPONSIBILITIES:

Role	Responsibility	Agency
Agency Business Owner (User Point of Contact (POC)) (AKA Product Owner)	<ul style="list-style-type: none"> <li>Is the authorized approver for all application changes</li> <li>Represents MDHHS as the single POC for application changes unless otherwise noted in SEM-301 (Maintenance Plan) and SEM 0931 (System Maintenance Document) or equivalent documents.</li> <li>Approves the results of User Acceptance Testing.</li> </ul>	MDHHS/ OIG
Business Owner Delegate	<ul style="list-style-type: none"> <li>Initiates maintenance requests</li> </ul>	MDHHS/ OIG
User Acceptance Tester	<ul style="list-style-type: none"> <li>Performs User Acceptance Testing based on the documented plan</li> <li>Cannot be performed by the developer/Business Analyst of the change.</li> </ul>	MDHHS/ OIG
DTMB Program Manager	<ul style="list-style-type: none"> <li>Represents DTMB as the POC for project level execution and approvals.</li> </ul>	DTMB
Project Manager	<ul style="list-style-type: none"> <li>Coordinates with the business leadership team and Contractor project team to ensure overall project success.</li> </ul>	DTMB
DTMB- Technical Owner/User Point of Contact (POC)	<ul style="list-style-type: none"> <li>Represents DTMB as the single POC for project assignments.</li> <li>Coordinates with Agency business leads.</li> </ul>	DTMB
Quality <b>Analysts</b> /Business Analysts	<ul style="list-style-type: none"> <li>Define business requirements, maintain PMM documentation, complete QA testing, and analyze data.</li> <li>Review deliverables from a QA perspective. Provide guidance and assistance on process matters.</li> <li>Coordinate Requirements Gathering sessions, Document Requirements and Design SEM documents.</li> <li>Perform Unit Testing, System Testing, E2E testing and coordinate UAT testing.</li> <li>Create RFC's and performs change builder roles.</li> </ul>	<i>DTMB</i>
Solutions Architect	Develops, Designs and Supports system architecture for SOM system integration.	<i>DTMB</i>
DTMB Web Admin	Provides technical information required for migration from SOM to Azure GovCloud	<i>DTMB</i>
DTMB Database Admin	Coordinates the effort for Data migration from SOM to Azure GovCloud	<i>DTMB</i>
DTMB Security Team	Work with Vendor and DTMB Business Analyst for completion of SSP	
DTMB e-Michigan	Perform ADA Compliance activities	<i>DTMB</i>

### 15.4 Web or Hyperlinks.

In the event Vendor is unable to access or view any of the web links (also known as hyperlinks) contained within this Contract, Vendor must promptly notify the DTMB Program Manager. An inaccessible or non-working web link will not excuse the Contractor of its duties and obligations under this Contract. Vendor is responsible for ensuring its personnel and/or subcontractors have reviewed all State and DTMB policies under this contract.

**15.5 Entire Agreement.**

This SOW, together with the existing Contract, constitutes the Parties' complete and exclusive statement regarding work requirements and procedures. Apart from the amendments made in this SOW, all Contract terms and conditions must remain in full force and effect.





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

**CONTRACT CHANGE NOTICE**

Change Notice Number **15**

to

Contract Number **071B2200299**

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	2255 Carling Ave., Suite 500
	Ottawa, ON K2B 7Z5
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	CV0067031

<b>STATE</b>	Program Manager	Various	DTMB
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664 <a href="mailto:mayj7@michigan.gov">mayj7@michigan.gov</a>	

**CONTRACT SUMMARY**

HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,481,438.60	\$0.00	\$5,481,438.60		

**DESCRIPTION**

Effective 9/15/2021, the following amendments are hereby incorporated into contract 071B2200299.

- Contract Change Notice 5  
MARIS Phase 2 – Extend end date/period of coverage to 8/30/22
- Contract Change Notice 11  
MIGS Modernization for MDHHS – Extend end date/period of coverage to 11/30/22
- Contract Change Notice 13  
MARIS – Phase 2 Business Requirement Document (BRD) – Extend end date/period of coverage to 10/31/21

All other terms, conditions, and specifications remain the same. Per DTMB contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
DTMB	John Moore	517-331-5065	<a href="mailto:Moorej7@michigan.gov">Moorej7@michigan.gov</a>
MDHHS	David Russell	517-896-9597	<a href="mailto:RussellD3@michigan.gov">RussellD3@michigan.gov</a>



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **14**

to

Contract Number **071B2200299**

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	2255 Carling Ave., Suite 500
	Ottawa, ON K2B 7Z5
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	CV0067031

<b>STATE</b>	Program Manager	Various	DTMB
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664 <a href="mailto:mayj7@michigan.gov">mayj7@michigan.gov</a>	

**CONTRACT SUMMARY**

HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,303,500.60	\$177,938.00	\$5,481,438.60		

**DESCRIPTION**

Effective 7/27/2021, this contract is hereby increased by \$177,938.00 for upcoming FY22 contractual requirements.

All other terms, conditions, and specifications remain the same. Per DTMB contractor (request/proposal) and agency (request) agreement, DTMB Procurement approval, and State Administrative Board Approval on 7/27/2021.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	John Moore	517-331-5065	<a href="mailto:Moorej7@michigan.gov">Moorej7@michigan.gov</a>
MDHHS	David Russell	517-896-9597	RussellD3@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **13**

to

Contract Number **071B2200299**

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	2255 Carling Ave., Suite 500
	Ottawa, ON K2B 7Z5
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	CV0067031

<b>STATE</b>	Program Manager	Various	DTMB
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664 <a href="mailto:mayj7@michigan.gov">mayj7@michigan.gov</a>	

**CONTRACT SUMMARY**

HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,303,500.60	\$0.00	\$5,303,500.60		

**DESCRIPTION**

Effective 6/14/2021, the following amendment is hereby incorporated into this contract per the attached Statement of Work. The total cost for this amendment is \$177,938.00. Existing funds from Customer Expressions Corp Master Agreement 071B2200299 will be utilized.

- Provide project management and business analysis services in order to facilitate the development of the Business Requirements Documentation for MARIS enhancements and the migration of i-Sight v5 to i-Sight v7

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

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
DTMB	John Moore	517-331-5065	<a href="mailto:Moorej7@michigan.gov">Moorej7@michigan.gov</a>
MDHHS	David Russell	517-896-9597	RussellD3@michigan.gov



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

Project Title: MARIS – Phase 2	Period of Coverage: 6/15/21 – 9/30/21 –
Requesting Department: Michigan Department of Health and Human Services	Date: 3/29/21
Agency Program Manager: David Russell RussellD3@michigan.gov	Phone: (517) 284-4010
DTMB Program Manager: John Moore moorej7@michigan.gov	Phone: (517) 242-1075
Contractor Project Manager: Jakub Ficner jficner@i-Sight.com	Phone: (613) 244-5111

This Statement of Work (SOW) is made part of a Change Notice to Contract No. 071B2200299 (Contract) between the State of Michigan (State or SOM) and Customer Expressions (“Contractor” or “Vendor”) under the terms of the Implementation Services Agreement (Contract #071B2200299) (“Agreement” or “Contract”). The Parties agree as follows:

**1 OVERVIEW AND BACKGROUND**

- 1.1 The Michigan Department of Health and Human Services (MDHHS)-Office of Inspector General (OIG) investigates Medicaid Fraud, Waste, and Abuse. To automate the investigation process, MDHHS-OIG has implemented i-Sight Case Management Software. i-Sight application contains investigation information.
- 2.2 Customer Expressions Corp, Contract 071B02200299, is contracted to design, develop, implement, maintain and support the I-Sight Application for the MDHHS-OIG. MDHHS-OIG will use the I-Sight application to investigate, track and enforce Medicaid Fraud, Waste, and Abuse. Tracking and enforcement involves investigating Medicaid data from many healthcare resources and, as a result, Personally Identifiable Information (PII) and Personal Health Information (PHI) will be stored in the I-Sight application.
- 3.3 The I-Sight application has been live since 2017. The application meets the requirements, but it is found that many enhancements are needed to make the application more user-friendly and to utilize the application to its full capability.

This Contract Change Notice is to provide project management and business analysis services in order to facilitate the development of the Business Requirements Documentation for MARIS enhancements and the migration of i-Sight v5 to i-Sight v7. This includes Business Requirements Documentation, corresponding Wireframing, functional and technical documentation for i-Sight v7 CORE system and MARIS Michigan specific enhancements, field specifications documents for MARIS, user manual, template user creation guide, and Access Control list for MARIS

## **2 PROJECT OBJECTIVE**

The objective of this procurement is to provide project management and business analysis services to facilitate the development of the Business Requirements Documentation for MARIS enhancements and the migration of i-Sight v5 to i-Sight v7. This includes Business Requirements Documentation, corresponding Wireframing, functional and technical documentation for i-Sight v7 CORE system and MARIS Michigan specific enhancements, field specifications documents for MARIS, user manual, template user creation guide, and Access Control list for MARIS.

The vendor shall document business requirements to achieve the following:

- 2.1.1 Create new forms.
- 2.1.2 update existing forms.
- 2.1.3 Update picklists to make them more user friendly.
- 2.1.4 Update the workflow.
- 2.1.5 Enhance the tracking of all steps in the investigation case lifecycle
- 2.1.6 Improve YellowFin reporting to make it more user-friendly.
- 2.1.7 Improve e-mail functionality to make simple to use.
- 2.1.8 Update External Web forms with a feature of uploading documents.
- 2.1.9 Improving the MARIS dashboard to make it more user friendly and add case tracking/metric information for users.
- 2.1.10 Creating a public complaint portal that automatically integrates with MARIS.
- 2.1.11 Creating functionality to allow external agencies (MCOs, PIHPs, MiChoice Waiver Agencies, etc.) the ability to upload case data into MARIS through external web forms or MiLogin Third Party.
- 2.1.12 Adding additional web service functionality to MARIS.
- 2.1.13 Creating functionality to allow MARIS users to generate packets (I.e. MIGS packet generation tool).
- 2.1.14 Creating functionality to allow MARIS users to send encrypted documents to external parties (I.e. Medicaid providers).
- 2.1.15 Change Audit Vendor Role Function
- 2.1.16 Create new role for Audit Managed Care Entities (AUDIT MCE)



### 3 SCOPE OF WORK

The Contractor would provide details on how to achieve the objectives mentioned below.

- 3.1 For ADA, Contractor will provide details on how to achieve the following as required by e-Michigan, State of Michigan
  - 3.1.1 Resolve gaps in ADA compliance as specified in JIRA by SOM.
  - 3.1.2 Make the application compliant with ADA as per State of Michigan Administrative Guide to State Government – [Policy 1650 Accessibility and Reasonable Accommodations](#), Executive Directive No. 2014-1
- 3.1 For Web Services, Contract will provide details on how to achieve the following:
  - 1.1.1 Improve Search functionality in web service as specified in JIRA by SOM
  - 2.1.2 Execute web service tickets as specified in JIRA by SOM
- 3.2 For YellowFin Software Reporting, Contractor will provide details on how to achieve the following, as required by the client
  - 1.2.1 Resolve gaps in YellowFin Reporting as specified in JIRA by SOM
- 3.3 For SOM Outlook Email, Contractor will provide details on how to achieve the following, as required by the client
  - 1.3.1 Customize default Email templates as specified in JIRA by SOM
  - 2.3.2 Execute email tickets as specified in JIRA by SOM
- 3.5 Contractors must comply with State of Michigan (SOM) IT Policies and Standards wherever applicable. SOM/DTMB Application Standards are available at:  
[https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56579\\_56755---,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html)
- 3.6 The Contractor must provide details on automating queries into the MIGS application, to be consumed by the MARIS application. To deliver this functionality, the State must provide a Gateway-To-Gateway VPN tunnel or similar mechanism for the connection between MARIS and MIGS
- 3.7 For I-Sight application in general, Contractor will provide details on executing all tickets related to the application, as specified in JIRA by SOM
- 3.8 Contractor will provide details on updating External Web forms with a feature of uploading documents.
- 3.9 Contractor will provide details on improving the MARIS dashboard to make it more user friendly and add case tracking/metric information for users.
- 3.10 Contractor will provide details on creating a public complaint portal that automatically integrates with MARIS.
- 3.11 Contractor will provide details on creating functionality to allow external agencies (MCOs, PIHPs, MiChoice Waiver Agencies, etc.) the ability to upload case data into MARIS through external web forms or MiLogin Third Party.
- 3.12 Contractor will provide details on adding additional web service functionality to MARIS.
- 3.13 Contractor will provide details on creating functionality to allow MARIS users to generate packets (i.e. MIGS packet generation tool).
- 3.14 Contractor will provide details on creating functionality to allow MARIS users to send encrypted documents to external parties (i.e. Medicaid providers).
- 3.15 Contractor will provide details on the Change Audit Vendor Role Function
- 3.16 Contractor will provide details on creating new role for Audit Managed Care Entities (AUDIT MCE)

## 4 Work and Deliverables

4.1 Deliverables will not be considered complete until the DTMB Program Manager and MDHHS Agency Business Owner accepts them.

4.2 Changes to the below schedule will be managed by the established Project Change Request approval process.

**Table 1: Enhancements to be documented in Business Requirements Document**

Key	Summary	Description	Date Created in CEX's JIRA	Project Objective Category
1	MMO-29	Business requirements: 1. Allow MARIS users to share encrypted documents with external parties (e.g. Medicaid providers, Medicaid Health Plans) 2. This functionality may be similar to the existing process in MIGS where documents are shared with prosecutors.	2/1/2021	<b>2.1.14</b> – Create functionality to all MARIS to send encrypted docs, etc.
2	MMO-30	"1. Allow users to generate multiple templates 2. Include case file attachments 3. Compile all and export to PDF This new functionality is a similar idea to the packet generation tool in MIGS."	2/1/2021	<b>2.1.14</b> – Create functionality to all MARIS to send encrypted docs, etc
3	MMFV-3313	The Audit Vendor User Role needs to have its ability to load Selection List Information removed. The intent is to have an Audit Vendor User Role assigned to a MDHHS Audit Vendor Analyst, which could be any user role, other than audit vendor user. This analyst would then upload the selection list and be assigned the cases. The audit vendor analyst should also have the ability to escalate VSV cases to AUD cases.	5/22/2017	<b>2.1.15</b> Change Audit Vendor role functionality
4	MMFV-3366	User Profile: Audit Vendor Role (New Requirement)	6/6/2017	<b>2.1.15</b> Change Audit Vendor role functionality
5	MMFV-3367	Audit Vendor - Mass Upload (New Requirement)	6/6/2017	<b>2.1.15</b> Change Audit Vendor role functionality
6	MMFV-3368	ACL: Audit Vendor (New Requirement)	6/6/2017	<b>2.1.15</b> Change Audit Vendor role functionality
7	MMFV-3687	We need to create a new user role "AUDIT MCE", they will have the same ACL requirements as the AUDIT VENDOR user role, except that the AUDIT MCE user role can create and close cases. -Need to define which type of cases they can create -They can update their own cases, but not reassign cases -The AUDIT MCE case form needs additional data fields -Mass-upload capabilities be required (similar to DMI upload -At least one of these fields will be a required pick-list that will include at least the following options ("Fraud Referral", "Tip or Grievance", "Data Mining Review", "Audit") to ensure we have unique distinguishable sub-case-types. -The user role will have limited Web Service Call permissions, they will only be able to perform Provider Web Service calls, and possibly further restrictions may be needed. This is related to ticket MMFV-3680	4/26/2018	<b>2.1.16</b> Create new role: AUDIT MCE
8	MMFV-3073	We would like to implement another web service call for the Gross Adjustment section of the Recoupment Outcome.	3/14/2017	<b>2.1.12</b> Adding additional web service functionality to MARIS.

9	MMFV-3280	In an AUD Case Type when a user goes to refresh a TCN calling the TCN Web Service Call, not all the fields from the Web Service are being populated on the form. Specifically, the Billing Provider field is returning results in the SQL Macro on the MDHHS data warehouse side, but it is not populating on the form in MARIS. h3. Acceptance Criteria # In an Audit case, open an existing TCN form that was populated via a webservice call # Refresh the data (click the magnifying glass icon) # Confirm all the fields are returning as expected. # The following fields are not always returning: ##* Billing Provider ##* Claim Status ##* Claim Status Date	5/17/2017 Major(P2)	<b>2.1.12</b> Adding additional web service functionality to MARIS.
10	MMFV-3311	Add two fields to the TCN Form, "Vendor Paid Amount"--currency data type and "Vendor Paid Date" --Date data type. These two fields will be populated from the spreadsheet upload, and it should not be populated or overwritten by the TCN Web Services Macro.	5/22/2017	<b>2.1.12</b> Adding additional web service functionality to MARIS.
11	MMFV-3235	TCN Form - Transaction Type and Web Services (Part 2)	4/18/2017	<b>2.1.12</b> Adding additional web service functionality to MARIS.
12	MMFV-3685	The TCN web service call is found on VSV and AUD Case Types, on the TCN Form. The TCN web service call is not populating the Billing Provider Name field on the TCN Form in MARIS. The underlying SQL is producing the data for this field to be populated; this was verified with Matt (MDHHS) and Tim Carey (DW-Optum). This field, "Billing Provider Name" was previously getting populated with data from the TCN web service call in MARIS; it is not known when this stopped working or what version of MARIS it stopped working in. Create new forms and update existing forms. Update workflows and sub-status. Update reporting capabilities. Enhance e-mail functionality.	4/25/2018	<b>2.1.12</b> Adding additional web service functionality to MARIS.
13	New Business Need	Creating functionality to allow external agencies (MCOs, PIHPs, MiChoice Waiver Agencies, etc.) the ability to upload case data into MARIS.		<b>2.1.11</b> Creating functionality to allow external agencies (MCOs, PIHPs, MiChoice Waiver Agencies, etc.) the ability to upload case data into MARIS
14	New Business Need	Workflow changes including new forms, updates to existing forms and changes to picklist design.		<b>2.1.1</b> Create new forms <b>2.1.2</b> Update existing forms <b>2.1.3</b> Update picklists to make them more user friendly <b>2.1.4</b> Update workflow
15	New Business Need	Improve e-mail functionality to make simple to use.		<b>2.1.7</b> Improve e-mail functionality to make simple to use.
16	New Business Need	Update Web forms with a feature of uploading documents.		<b>2.1.8</b> Update web forms with a feature of uploading documents

17	New Business Need	Enhance the tracking of all steps in the investigation case lifecycle and improve reporting capabilities. Improve YellowFin reporting to make it more user-friendly. Improving the MARIS dashboard to make it more user friendly and add case tracking/metric information for users.		<p><b>2.1.5</b> Enhance tracking of all steps in the investigation case lifecycle</p> <p><b>2.1.6</b> Improve YellowFin reporting to make it more user-friendly</p> <p><b>2.1.9</b> Improve the MARIS dashboard, etc.</p>
18	New Business Need	Creating a public complaint portal that automatically integrates with MARIS		<b>2.1.10</b> Create a public complaint portal, etc.
19	New Business Need	Creating functionality to allow MARIS users to generate packets (I.e. MIGS packet generation tool). Creating functionality to allow MARIS users to send encrypted documents to external parties (I.e. Medicaid providers).		<b>2.1.13</b> Create functionality to allow MARIS users to send encrypted doc. To external parties.

4.3 ADDITIONAL SUPPORTING DELIVERABLES

- 4.3.1 I-Sight v7 Application Core System information (Functional & Technical Documentation).
- 4.3.2 MARIS Application Enhancements information (Michigan Specific Functional & Technical Changes Documentation).
- 4.3.3 Vendor will provide documentation to support the implementation including: Field Specifications Document for Wire Framing (Prototyping screens/enhancements to confirm requirements with users), Business Requirements Document, i-Sight User Manual, and Template Creation User Guide.
- 4.3.4 Business Requirements Documentation > ACL and Integrations (Access Control List to setup Roles /Responsibilities) for MARIS.
- 4.3.5 Vendor must comply with DTMB Change & Release Management policies. This includes providing the JIRA tickets extract for each release and submitting all SEM documents as per CMCoE check list. Check list will be provided to the vendor.

**5 ACCEPTANCE CRITERIA**

- 5.1 Contractor Project Manager is responsible for quality assurance of all submitted deliverables to the SOM.
- 5.2 DTMB Project Manager is responsible for obtaining Acceptance & Signoff from authorized personnel listed in the Acceptance/Signoff Column in the Project Plan.

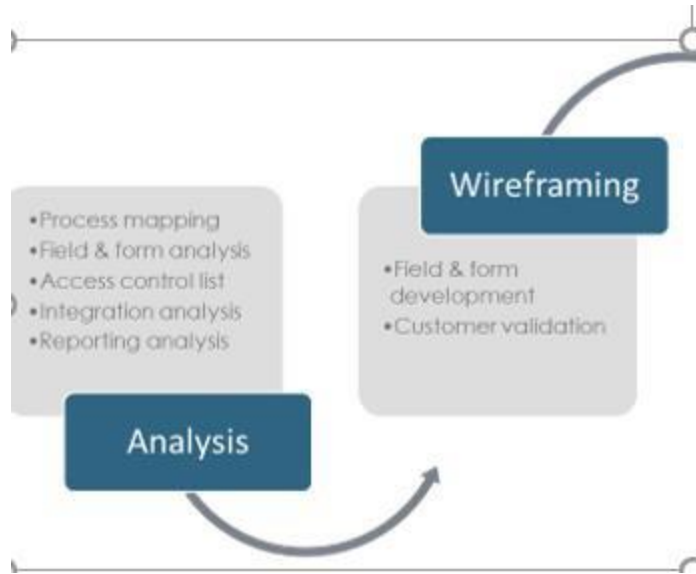
**6 PROJECT CONTROL AND REPORTS**

- 6.1 The Contractor is providing a fixed price to DTMB, which would follow the present project management process.

**6.1.1 Delivery Process**

Phase	Activities
Requirements	Business Users and i-Sight Team discuss use cases and functional/non-functional requirements for new functionalities.
Wireframing	Fields and forms are configured in the system to establish the “look and feel” of the existing application.

- 6.2 DTMB will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at: <https://www.michigan.gov/suite>  
 The Contractor will manage the project in accordance with the methodology described in section 6.1.1. This includes the functional and technical documentation for i-Sight v7 CORE system and MARIS Michigan specific enhancements. It also includes the MARIS Business Requirements Document, field specifications documents, user manual, template user creation guide, and Access Control List (ACL) Documentation. As required, the Contractor will assist DTMB with completion of their forms and templates



6.3 Biweekly progress report must be submitted to the MDHHS OIG, DTMB program and project manager throughout the life of this project. Each bi-weekly progress report must contain the following:

- 6.3.1.1 Key project delivery milestone status and estimated completion date for each milestone.
- 6.3.1.2 Other information relevant for the delivery of the Project as may be agreed upon between the parties.

This report will track action items and escalations between the contractor, DTMB Project Manager and OIG. A bi-weekly project status call will be setup to review the content of the bi-weekly status report.

6.4 Meetings: The State will require the Contractor to attend meetings, at a date and time mutually acceptable to the OIG, DTMB and the Contractor. The meetings will be held in SOM Offices Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meetings.

## 7 ADA Compliance

7.1 All software items provided by the contractor must be ADA complaint and adhere to the SOM look and feel – The state is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted a formal policy regarding accessibility requirement of the software applications. For AppExchange/SAAS partners, the state requires that software applications conform, where relevant to level AA of providers PAAS Services. The SOM reserves a right to have ADA compliance validated by the E-Michigan team. DTMB form 3533 must be completed and approved including the development prior to Go-Live.

**The form can be found here:**

<https://stateofmichigan.sharepoint.com/teams/insidemi/for-your-job/forms>

**SOM Application/Site Standards:**

<https://www.michigan.gov/som/0,4669,7-192-86761---,00.html>

## 8 ISSUE MANAGEMENT:

8.1 An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- 8.1.1 Description of issue
- 8.1.2 Issue identification date
- 8.1.3 Responsibility for resolving issue.
- 8.1.4 Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- 8.1.5 Resources assigned responsibility for resolution
- 8.1.6 Resolution date
- 8.1.7 Resolution description

## 9 Change and Release Management (CRM)

9.1 The purpose of the Change and Release Management is to ensure that standardized methods and procedures are used for efficient and prompt handling of all Information Technology (IT) changes, within the State of Michigan (SOM). In addition to this, the DTMB Change Management Center of Excellence (CMCoE) has implemented Release Management processes to help ensure that DTMB and its stake holders can meet audit requirements:

9.2 **Vendor Partners Responsibilities:** Vendor must comply with DTMB Change & Release Management (CRM) policies before implementing every release. This includes providing JIRA tickets extract for each release and submitting all System Engineering Methodology (SEM) equivalent documents as per Change Management Center of Excellence (CMCoE) check list. The documents can be in the contractors PMM methodology. After the Business Owner signs

off the documents and approves the implementation timeframes, the DTMB Business Analyst will create and initiate the RFC process.

**DTMB process for Vendor managed applications can be found here:**

<https://stateofmichigan.sharepoint.com/sites/DTMB/cmcoe/Shared%20Documents/1340.00.060.11.XX%20Enterprise%20Release%20Management%20Vendor%20Procedure.pdf#search=change%20and%20release%20management>

**DTMB CMCoE Check list is provided below:**



CMCoe Audit  
Checklist Format - Te

9.3 DTMB Responsibilities: DTMB Business Analyst Resource will be responsible to review the SEM or equivalent documents from vendor for each release and complete the CMCoE check list. The DTMB resource will be responsible to follow the RFC process for Approvals and notifications as specified in the below documents.

DTMB enterprise change control process documents for vendor supported applications are here:

[https://stateofmichigan.sharepoint.com/teams/insidedtmb/work/\\_policies/IT%20Policies/1340.00.060.04%20Enterprise%20Change%20Control%20Process%20Standard.pdf#search=ENTERPRISE%20APPLICATION%20](https://stateofmichigan.sharepoint.com/teams/insidedtmb/work/_policies/IT%20Policies/1340.00.060.04%20Enterprise%20Change%20Control%20Process%20Standard.pdf#search=ENTERPRISE%20APPLICATION%20)



**10 PROJECT PLAN**

<b>Milestone Number</b>	<b>Milestones</b>	<b>Project Phase</b>	<b>Anticipated Start Date</b>	<b>Anticipated Completion Date</b>	<b>Contractor Staff</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>	<b>Acceptance /Signoff</b>
1	Business Requirements Documentation > Wireframes (Prototyping screens/enhancements to confirm requirements with users) This includes the functional and technical documentation for i-Sight v7 CORE system and MARIS Michigan specific enhancements, field specifications documents, user manual and template user creation guide for MARIS.	Requirements	6/15/2021	8/30/2021	Contractor Business Analyst	550	\$187.50	\$103,125.00	MDHHS /DTMB & Project Sponsor
2	Business Requirements Documentation > ACL and Integrations (Access Control List to setup Roles /Responsibilities) for MARIS	Requirements	6/15/2021	9/24/2021	Contractor Business Analyst	399	\$187.50	\$74,812.50	MDHHS /DTMB & Project Sponsor
	<b>TOTAL</b>					<b>949</b>	<b>\$187.50</b>	<b>\$177,937.50</b>	

**11 SPECIFIC DEPARTMENT STANDARDS:**

11.1 Contractor must comply with all State of Michigan Information Technology Security Policies, including but not limited to those listed within the Contract, herein, and on the DTMB "IT Policies, Standards, and Procedures (PSP)" webpage, currently found at [http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html).

11.2 If Vendor is unable to access or view any of the IT Security Requirements listed on any State website, Contractor must promptly notify the DTMB Program Manager, who will facilitate communications with the State Office of Cybersecurity & Infrastructure Protection. Contractor must ensure it is compliant with all State and federal policies and standards that may have security requirements or security impact on the project.

**12 PAYMENT SCHEDULE:**

12.1 Payment will be made on satisfactory acceptance of each of the milestones mentioned in Section 10. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the state issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the state's satisfaction a description of the work performed, the progress of the project and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

12.2 Payment shall be considered timely, if made by the DTMB within Forty-Five (45) days after receiving receipt of properly completed invoices.

**13 EXPENSES:**

13.1 The State will NOT pay for any project related or support related travel expenses, including hotel, mileage, meals, parking, etc.

**14 PROJECT CONTACTS:**

14.1 The designated Agency Project Manager is:

David Russell  
MDHHS/OIG – Operations division  
3970 Heritage Ave  
Okemos, MI 48864  
517-896-9597  
[RussellD3@michigan.gov](mailto:RussellD3@michigan.gov)

14.2 The designated DTMB Program Manager is:

John Moore  
State of MI – DTMB AS Supporting MDHHS – Medicaid  
Chandler Plaza  
300 E Michigan Ave.  
Lansing, MI 48909  
517-243-5265  
[moorej7@michigan.gov](mailto:moorej7@michigan.gov)

**15 EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:**

**15.1** Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime will be permitted.

**16 GENERAL PROVISIONS:**

**16.1 Work Location:**

Contractor staff will primarily work from Contractor’s offices and facilities. Occasionally Contractor on-site support may be required within the SOM Lansing, Michigan offices and facilities and will be mutually agreed between the Contractor and the DTMB Program Manager. As defined within the Contract section 2.080, SOM offices and facilities are subject to availability and Contractor personnel may be assigned office space to be shared with State personnel.

**16.2 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES:**

**16.2.1** The Contractor will Identify the staff who will be involved in this project and describe in detail their roles and responsibilities.

**16.2.2** The Contractor will commit that staff identified will perform the assigned work. And if there are any changes will notify both DTMB and OIG.

**16.2.3** The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

16.2.3.1 Supporting the management of the Contract.

16.2.3.2 Facilitating Issue resolution

16.2.3.3 Advising the State of performance under the terms and conditions of the Contract.

Staff	Role	Responsibility
	Delivery Manager	Project Implementation (Project Management, Client Engagement, Project Resources)
	Business Analyst	Project Implementation (Business Requirement Gathering, Project Management)
	Lead Developer	Enable quality and timely customer project delivery through guidance and mentoring of the other developers and enforces development best practices. Lead is the main contact for communication with the product team and be expected to perform IT support tasks as needed.
Gerry Williams	VP of Delivery	Project Support
Jakub Ficner	Director of Government Sales	Account Management and Sales Support
Jason Victor	Chief Technology Officer	Technology and Infrastructure Lead
Ashley Rosa	Director of Product Management	Product Roadmap, Voice of Customer (Functionality/Feedback)

### 16.3 DTMB and MDHHS-OIG ROLES, AND RESPONSIBILITIES:

Role	Responsibility	Agency
Agency Business Owner (User Point of Contact (POC)) (AKA Product Owner)	<ul style="list-style-type: none"> <li>Is the authorized approver for all application changes</li> <li>Represents MDHHS as the single POC for application changes unless otherwise noted in SEM-301 (Maintenance Plan) and SEM 0931 (System Maintenance Document) or equivalent documents.</li> <li>Approves the results of User Acceptance Testing.</li> </ul>	MDHHS/OIG
Business Owner Delegate	<ul style="list-style-type: none"> <li>Initiates maintenance requests</li> </ul>	MDHHS/OIG
User Acceptance Tester	<ul style="list-style-type: none"> <li>Performs User Acceptance Testing based on the documented plan</li> <li>Cannot be performed by the developer/Business Analyst of the change.</li> </ul>	MDHHS/OIG
DTMB Program Manager	<ul style="list-style-type: none"> <li>Represents DTMB as the POC for project level execution and approvals.</li> </ul>	DTMB
Project Manager	<ul style="list-style-type: none"> <li>Coordinates with the business leadership team and Contractor project team to ensure overall project success.</li> </ul>	DTMB
DTMB- Technical Owner/User Point of Contact (POC)	<ul style="list-style-type: none"> <li>Represents DTMB as the single POC for project assignments.</li> <li>Coordinates with Agency business leads.</li> </ul>	DTMB
Quality <b>Analysts</b> /Business Analysts	<ul style="list-style-type: none"> <li>Define business requirements, maintain PMM documentation, complete QA testing, and analyze data.</li> <li>Review deliverables from a QA perspective. Provide guidance and assistance on process matters.</li> <li>Coordinate Requirements Gathering sessions, Document Requirements and Design SEM documents.</li> <li>Perform Unit Testing, System Testing, E2E testing and coordinate UAT testing.</li> <li>Create RFC's and performs change builder roles.</li> </ul>	<i>DTMB</i>
Solutions Architect	Develops, Designs and Supports system architecture for SOM system integration.	<i>DTMB</i>

### 16.4 Web or Hyperlinks.

In the event Vendor is unable to access or view any of the web links (also known as hyperlinks) contained within this Contract, Vendor must promptly notify the DTMB Program Manager. An inaccessible or non-working web link will not excuse the Contractor of its duties and obligations under this Contract. Vendor is responsible for ensuring its personnel and/or subcontractors have reviewed all State and DTMB policies under this contract.

### 16.5 Entire Agreement.

This SOW, together with the existing Contract, constitutes the Parties' complete and exclusive statement regarding work requirements and procedures. Apart from the amendments made in this SOW, all Contract terms and conditions must remain in full force and effect.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 12

to

Contract Number 071B2200299

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	2255 Carling Ave., Suite 500
	Ottawa, ON K2B 7Z5
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	CV0067031

<b>STATE</b>	Program Manager	Various	DTMB
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		<a href="mailto:majj7@michigan.gov">majj7@michigan.gov</a>	

**CONTRACT SUMMARY**

HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,222,500.60	\$81,000.00	\$5,303,500.60		

**DESCRIPTION**

Effective 2/19/2021, this contract is hereby increased by \$81,000.00 for the renewal of iSight maintenance for one year (5/1/2021 - 4/30/2022), including 12 licenses and support services, for the Office of Children's Ombudsman. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	John Moore	517-331-5065	<a href="mailto:Moorej7@michigan.gov">Moorej7@michigan.gov</a>
MDHHS	David Russell	517-896-9597	RussellD3@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **11**

to

Contract Number **071B2200299**

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	2255 Carling Ave., Suite 500
	Ottawa, ON K2B 7Z5
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	CV0067031

<b>STATE</b>	<b>Program Manager</b>	John Moore	DTMB
		517-331-5065	
		Moorej7@michigan.gov	
	<b>Contract Administrator</b>	Jennifer May	DTMB
		(517) 242-6664	
		<a href="mailto:majj7@michigan.gov">majj7@michigan.gov</a>	

**CONTRACT SUMMARY**

HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,325,500.60	\$897,000.00	\$5,222,500.60		

**DESCRIPTION**

Effective 2/1/2020, this contract is hereby increased by \$897,000.00, per the attached Statement of Work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.

Contract Administrator has been changed to Jennifer May.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	John Moore	517-331-5065	<a href="mailto:Moorej7@michigan.gov">Moorej7@michigan.gov</a>
MDHHS	David Russell	517-896-9597	RussellD3@michigan.gov





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

Project Title: MIGS Modernization for MDHHS (I-Sight case management Software)	Period of Coverage: 2/01/2020 – 9/30/2022
Requesting Department: Michigan Department of Health and Human Services	Date: 9/28/2020
Agency Program Manager: David Russell RussellD3@michigan.gov	Phone: (517) 896-9597
DTMB Program Manager: John Moore moorej7@michigan.gov	Phone: (517) 331-5065
Contractor Project Manager: Jakub Ficner jficner@i-Sight.com	Phone: (613) 244-5111

This Statement of Work (SOW) is made part of a Change Notice to Contract No. 071B2200299 (Contract) between the State of Michigan (State or SOM) and Customer Expressions (“Contractor” or “Vendor”) under the terms of the Implementation Services Agreement (Contract #071B2200299) (“Agreement” or “Contract”). The Parties agree as follows:

**I. OVERVIEW AND BACKGROUND**

- 1.1 The “Michigan Department of Community Health (MDCH)” and “Michigan Department of Human Services” (MDHS), in this SOW and the existing Contract mean collectively “Michigan Department of Health and Human Services” (MDHHS). Under the effectuated State Executive Order No. 2015–4, the entities formerly known as separate departments have merged to become one department named “MDHHS”.
- 1.2 The MDHHS - Office of Inspector General (OIG) is a criminal justice agency responsible for investigating instances of alleged fraud in all programs administered by MDHHS as well as reviewing administrative policies and procedures and recommending ways of improving accountability, fraud deterrence and detection. As example, MDHHS-OIG regularly performs investigations of Cash Assistance (FIP), Service Programs, Food Assistance Program (FAP) and Medicaid fraud, waste, and abuse.
- 1.3 There are two divisions of the OIG that utilize the I-Sight case management software to automate the investigation process: The Enforcement division (previously under MDHS) with reference to I-Sight as “Michigan Inspector General System” or “MIGS”, and the Integrity

division (previously under DCH) with reference to I-Sight as “Medicaid Audit Recovery & Investigation System” or “MARIS”. Both divisions are supported by OIG’s Operations division, which provides administrative, analytical, and technical support to the two investigative divisions. MDHHS - OIG’s Operations division is the primary contact with Department of Technology, Management and Budget (DTMB) and the Contractor.

- 1.4 The Contractor has developed and implemented the MIGS application and hosts, maintains, and supports the application for the MDHHS-OIG Enforcement division within their data centers located in Canada. Tracking and enforcement involves investigating data from many resources and, at times, involves utilizing Criminal Justice data from the Michigan State Police (MSP) Law Enforcement Information Network (LEIN). As a result, Personal Health Information (PHI) and Criminal Justice Information (CJI) is stored in the I-Sight application database. The existing contract states the application and database servers are hosted in Canada.
- 1.5 Current MIGS application meets the requirements, but it is found that many enhancements are needed to make the application more user-friendly and utilize the application to its full capability.
- 1.6 This Contract Change Notice is to implement MIGS I-Sight Version 7 (v7) application with additional enhancements. Along with Application and Databases including existing Production (PRD) Data will be migrated to the new version of i-Sight. The existing MIGS PRD data will also be migrated to the new tenant.

## **II. PROJECT OBJECTIVE**

- 2.1 Procure additional enhancements required by the client, as mentioned below:
  - 2.1.1 Migrate the hosted application from the contractor’s physical site to the Contractor Azure GovCloud tenant.
  - 2.1.2 Upgrade and enhance the functionality, of the OIG Enforcement Division version of the MIGS case management system, from the current I-Sight v2 to I-Sight v7.
- 2.2 Continue to provide support to SOM DTMB staff for the application installation and configuration for MIGS I-SIGHT v7.

## **III. SCOPE OF WORK**

- 3.1 The Contractor will implement MIGS v7 and with DTMB assistance to migrate the application to the Azure GovCloud infrastructure; modify Contract Section T (c) titled Hosting and Maintenance to reflect the following:
  - 3.1.1 MIGS must remain secure and accessible throughout the migration to Azure GovCloud
  - 3.1.2 MIGS must utilize Mi-Login Tools.
  - 3.1.3 MIGS must be NIST 800-53 rev 4 moderate level secure.
  - 3.1.4 Contractor will provide the necessary setup, configuration, and support for implementation of the MIGS Quality Assurance (QA) and Production (PRD) environments onto Azure GovCloud in coordination with DTMB.

- 3.1.5 Contractor will continue to host the MIGS Development and Test environments. Development work and functional testing may be conducted from the Contractor location in Canada.
  - 3.1.6 Contractor will move data and records to the Contractor hosted Azure GovCloud Quality Assurance (QA) and Production (PRD) environments.
    - 3.1.6.1 Data must be migrated from existing environment.
    - 3.1.6.2 Provide a data upload to the Data Warehouse with reconciled migration data.
  - 3.1.7 After migration, Contractor is required to remove all (delete data) remaining sensitive data in the development and test environments. Contractor needs to provide proof as agreed to SOM.
  - 3.1.8 After deploying MIGS v7 and migration, contractor needs to decommission MIGS V2 User Acceptance Test (UAT) and PRD environments. Contractor needs to provide proof as agreed to SOM.
  - 3.1.9 Contractor will work with an assigned DTMB resource for support and enhancements on MIGS v7 application.
  - 3.1.10 The software and its components will be in supported version and will be upgraded as necessary to ensure the software and its components are supported versions.
- 3.2 The Contractor will implement MIGS v7 with enhanced functionality as detailed within the Business Requirement Document (BRD) which will be prepared and submitted as part of Task Requirements & Design → Project Plan section. The MIGS application is being upgraded to the latest i-Sight v7. In addition to that Scope and the Work and Deliverables, the following established parameters must also be met:
- 3.2.1 Include interoperability interfacing with the following SOM systems:
    - 3.2.1.1 MI-Login – Single Sign-On (SSO) solution.
    - 3.2.1.2 Web Services - Bridges – Eligibility determination system for multiple need-based benefit programs administered by MDHHS.
    - 3.2.1.3 Web Services – Data Warehouse interfaces.
    - 3.2.1.4 Data Warehouse - Archiving metadata storage.
    - 3.2.1.5 MARIS: This is used only for lookup and not for any kind of data transfer. To deliver this functionality, the State must provide a Gateway-To-Gateway VPN tunnel connection between MIGS and MARIS.
  - 3.2.2 MIGS will be on the latest i-Sight platform.
  - 3.2.3 Contractors must comply with State of Michigan (SOM) IT Policies and Standards wherever applicable. SOM/DTMB Application Standards are available at: [https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56579\\_56755---,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html)
  - 3.2.4 Ability to collect electronic signatures on forms [templates] requiring client signatures (external entities)
  - 3.2.5 Redaction tool to assist in removing PII from previously generated forms/reports from templates
  - 3.2.6 User-role specific dashboards
  - 3.2.7 Dashboard that includes current status of the investigator’s case log in association with key performance metrics
  - 3.2.8 Encrypted method to transfer hearing summaries, notifications, and decisions to the recipient (external entities) using the i-Sight File Sharing feature form within

a case file that grants access to an external party to a single file for a defined period of time.

3.3 The Contractor will provide web-based and “train the trainer” training to the SOM System Administrator(s) to support the user community migration to the new system.

3.4 The Contractor must provide an automated query into the MARIS application, to be consumed by the MIGS application. In order to deliver this functionality, the State must provide a Gateway-To-Gateway VPN tunnel connection between MIGS and MARIS.

**IV. Work and Deliverables:**

4.1 Deliverables will not be considered complete until the DTMB Program Manager and MDHHS Agency Business Owner accepts them.

4.2 Changes to the below schedule will be managed by the established Project Change Request approval process.

Table 1: Go Live Enhancements:

KEY	SUMMARY	New/Existing	Description
1.	Case Log > Allow sort by: Investigation Number, Case Name, Status, Referral Date, County Office, Local Office.	New	v7 Queues are all sortable This queue should be sortable.
2.	Forms > All forms need to be updated to current version number from MDHHS library.	New	All templates will be migrated to v7; this update will be incorporated OIG to provide the current version number
3.	Counties > Independent of Sections.	New	Maintenance Tables: County, Office and Section need to be separate We can display the display the information in more user-friendly format. We can display by County
4.	Local Offices > Independent of Sections. Allow for district names to not Null when changed/decommissioned.	New	Maintenance Tables: County, Office and Section need to be separate We can display the display the information in more user-friendly format. We can display by Office when an office name is changed/decommissioned the 'original' value will remain.

5.	Submitter Local Offices > Allow for district names to not Null when changed/decommissioned.	New	When a submitter office name is changed/decommissioned the 'original' value will remain.
6.	Change Password > Allow OIG System Admin to reset passwords without having CE having to do it.	New	This is standard with v7 OIG may use SSO, if they proceed with SSO changing passwords within i-Sight is not applicable Outstanding requirement: determine if OIG will use SSO.
7.	Role > Add Hearings Coordinator Role	New	Details will be further refined in the BRD
8.	Role > Add OIG Admin role (less than system admin)	New	Details will be further refined in BRD.
9.	FEE/FEE Cost Avoidance/Disposition > No negative number/amounts in proposed and projected fields.	New	This will be implemented with v7 development. OIG to define all fields which cannot have negative values.
10.	Fraud Allegations > Add Save New feature to add more than one without having to exit the sub-record.	New	Standard v7 functionality Will ensure all Michigan custom forms have this functionality in addition to standard forms (Notes, To Dos, Emails)
11.	Witness > Add Save New feature to add more than one without having to exit the sub-record.	New	Standard v7 functionality Will ensure all Michigan custom forms have this functionality in addition to standard forms (Notes, To Dos, Emails)
12.	Case Notes > Add Save New feature to add more than one without having to exit the sub-record.	New	Standard v7 functionality Will ensure all Michigan custom forms have this functionality in addition to standard forms (Notes, To Dos, Emails)

13.	Actions > Add Save New feature to add more than one without having to exit the sub-record.	New	Standard v7 functionality Will ensure all Michigan custom forms have this functionality in addition to standard forms (Notes, To Dos, Emails)
14.	Emails > Add Save New feature to add more than one without having to exit the sub-record.	New	Standard v7 functionality Will ensure all Michigan custom forms have this functionality in addition to standard forms (Notes, To Dos, Emails)
15.	Full Investigation Details/Violations > Add Save New feature to add more than one without having to exit the sub-record.	New	Standard v7 functionality Will ensure all Michigan custom forms have this functionality in addition to standard forms (Notes, To Dos, Emails)
16.	Program Violations > Add Save New feature to add more than one without having to exit the sub-record.	New	Standard v7 functionality will ensure all Michigan custom forms have this functionality in addition to standard forms (Notes, To Dos, Emails)
17.	FEE/FEE Cost Avoidance/Disposition> Add Save New feature to add more than one without having to exit the sub-record.	New	Standard v7 functionality will ensure all Michigan custom forms have this functionality in addition to standard forms (Notes, To Dos, Emails)
18.	Administrative Process/Administrative Actions > Add Save New feature to add more than one without having to exit the sub-record.	New	Standard v7 functionality will ensure all Michigan custom forms have this functionality in addition to standard forms (Notes, To Dos, Emails)
19.	Investigative Disposition / Approvals/Packets/Reviews > Allow System Admin to delete reviews.	New	Requirement - when there are 2 Reviews (i.e. Fee Approval), one is approved, the other is open, and nothing can be done (no delete, approve, reject, etc.)

			<i>Note: this requirement will be reviewed again after understanding what OIG completes in a case once it's re-opened</i>
20.	PAAM billing > Exclude Federal prosecutors from the PAAM batch billing process.	New	Requirement: Violations -> Venue County = Federal the case PAAM Billing would not be calculated. Case will behave the same as OIG Hearing or Admin Hearing in the respect of PAAM Billing will implement with v7 development
21.	Fraud Allegations > May not be Null when closing or promoting a review on a Full investigation. Problem: when case moves from FEE to Both the Fraud Allegations section is blank. There is no logic at present to prevent promotion to closure or review when Fraud Allegations is Null.	New	Cannot create a Recipient: Full without a Fraud Allegation in Complaint can go from FEE to Full or Both. When change type will need to ensure that appropriate sections are visible with mandatory logic for saving (submit new). Will implement with v7 development
22.	Forms - MDHHS-834 > Fix 834 for all sections, Special Investigations Unit (SIU), Benefits Trafficking Unit (BTU), High Risk Medicaid Unit (HRMU)	New	Requirement - for template 834, there are 3 different versions based on specific conditions. This was not completed in v2. i-Sight will implement provided no additional template functionality is needed to accommodate the completion of these templates
23.	Proposed Cost Avoidance Logic > OIG Proposed Cost Avoided cannot be Null or \$0 for Benefits Denied, Benefits Reduced and Withdrawn.	New	Will implement with v7 development
24.	Final Cost Avoidance Logic > Final Cost Avoided cannot be Null or \$0 for Benefits Denied, Benefits Reduced and Withdrawn.	New	Will implement with v7 development

25.	Proposed Cost Avoidance Logic > OIG Proposed Grant Amount cannot be a negative number, -771.00, for DHS Program Closed prior to/separate of OIG investigation	New	Will implement with v7 development
26.	Final Cost Avoidance Logic > Final Grant Amount cannot be a negative number, -771.00, for DHS Program Closed prior to/separate of OIG investigation	New	Will implement with v7 development
27.	Sub-Status > Add Prosecutorial Diversion sub-status. Need diversion sub-status "making payments on time" and "failed diversion return to prosecutor status".	New	See BRD
28.	Sub-Status > Add Hearing Scheduled sub-status. Setup logic like Hearing Withdrawal Dismissal button.	New	See BRD
29.	Sub-Status > Add Hearing Decision Received sub-status. Setup logic like Hearing Withdrawal Dismissal button.	New	See BRD
30.	Sub-Status > Add Referred to Hearings Coordinator Returned sub-status when a Referred to Hearings Coordinator is rejected by the Hearings Coordinator.	New	See BRD



31.	<p>Sub-Status &gt;  Add Referred to Admin Hearings sub-status when the Hearings Coordinator clicks a button in the Admin Process section like the Hearing Withdrawal Dismissal logic.</p>	New	See BRD
32.	<p>Templates, Evidence &amp; Attachments &gt;  Add a feature to be able to remove an attachment and replace it without deleting the entire attachment page. Allow editing an attachment or supplementing it, it would be a time saver to not have to recreate the entire attachment. It would also help clean up the attachment list by allowing the sequencing of evidence to remain the same.</p>	New	<p>Requirement - this is to delete the attachment prior to generating any packets. An example would include an incorrect document was attached, document attached and then realized that it wasn't the most recent, etc.  v7 standard functionality allows for the delete of the attachment with leaving the File attachment record. What is recommended is to allow the delete of the attachment when the file record is being created and the file being attached. Once the record is saved, the deletion of the attachment would not be available. The reason for this is that Packets if they use the attachment in the generation and the user were to after packet generation delete the file or remove and add a different one there would be a miss-match between the Attachment file record and the packet. Outstanding Requirement: OIG to approve recommendation</p>
33.	<p>Case Flag &gt;  Add a flag for " Standard of Promptness (SOP) - SOP Hold SOP led" and hyperlink to case number causing the hold, like SIU and BTU. Logic when flagged this will remove the case from SOP counts. Need logic for also resetting the case for SOP counts for future actions when the hold is no longer necessary. Need report in Yellowfin to review. Flag</p>	New	<p>Outstanding Requirement: 'SOP Hold' will be activated/de-activated using a checkbox.</p>

	should be available for any type of case.		
34.	Case Flag > Add an override flag for DHS case worker's email. Need an override for specialized cases where we don't want the Bridges web service to override a email address.	New	Outstanding Requirement: a checkbox is sufficient for an override option. When selected the email address wouldn't be overridden with information from Bridges Outstanding Requirement: confirm the field(s) that aren't to be overwritten Will implement with v7 development
35.	Yellowfin > Allow all user roles the ability to create and run Ad-HOC reports.	New	Requirement: All roles, excluding read only, to be able to do create and run Ad-Hoc reports.
36.	Actions and Emails > Allow System Admin to close and/or delete actions and emails.	New	To Dos Requirement: All To Dos will need to be closed prior to closing the case; we can make the Who's Responsible field mandatory on create, reminders will be sent to the assignee as specified. Pending to Dos can be deleted by users who have access based on the ACL Outstanding Requirement: Does this meet your meets. Emails Once an email has been sent/received it cannot be deleted.
37.	Recipient Information/Grantee Information > Allow Mailing Address 2 to be pulled in the Bridges web service call.	New	Outstanding requirement: Ensure the new fields are in the webservice call from Bridges and are mapped to the fields within i-Sight Will implement with v7 development
38.	Prosecutor Packet View Link > Disable Packet view link after case has been certified. Provide the viewer with a message like:	New	Will implement with v7 development

	<p>"We are sorry, but your request can not be processed. Investigation case # I-15-03-106869 has already been reviewed by Amber Straub on 09/09/2016. If you have questions, please contact Allyson Carneal at 517-748-3156 or CarnealA@michigan.gov."</p>		
39.	<p>Forms &gt; Update 4652 Investigation Report for SIU to allow for Organization Name to populate along with Subject's name.</p>	New	Will implement with v7 development
40.	<p>Review &gt; Need logic to make sure there are FEE programs, amounts, and actions established prior to allowing a "Approval of FEE Investigative Findings" review to be submitted.</p>	New	<p>Requirement: mandatory field prior to sending FEE case for Approval of FEE Investigative Findings review outstanding Requirement: confirm mandatory fields. Will implement with v7 development</p>
41.	<p>Program Violations &gt; Program subtotals - where all program violations have a subtotal. If there are multiple lines of similar programs, there will be a subtotal for each type.</p>	New	<p>Requirements: Program totals can be displayed. Where they will be displayed will need to be determined as v7 does not have 'tables' as in v2. Placement of these fields is negotiable Requirements: Program subtotals are not currently displayed. If for example there are 3 rows - 1 FAP, 2 CDC OIG would like to see the total for FAP, total for CDC and grand total Will implement with v7 development; will need to determine the placement of these fields.</p>
42.	<p>ISIGHT-6459 &gt; Is there a way to disable the feature to set tabs private? There is nothing that would remotely be considered private for the user to lock down their dashboard tabs. Internal i-sight Notes</p>	New	OIG will be operating with a standalone version of Yellowfin and the latest version, so we can provide whatever options are available within Yellowfin specifically for OIG.

	<ul style="list-style-type: none"> <li>▪ Report10 has older YF version. All YF roles definitions are available across different client organizations sharing this server. Having this said , we can't disable this role as other clients on this server may have been using it.</li> <li>▪ &lt;Moving forward, we can re-access all YF users for Michigan and re-assign them with similar role that user Max Warriner has today (i.e., using YF Report Writer 2) Please confirm with customer if they want to do this.</li> <li>▪ For those private dashboard tabs already created before user Max Warriner changed his reporting role, unfortunately, it is a manual process and has to be done by the dashboard owner as these tabs won't be visible to anyone else.</li> </ul>		
43.	Ability to collect electronic signatures on forms [templates] requiring client signatures (external entities). Would allow for electronic documents and e-signatures that would provide actionable forms accessible in real time. This new functionality provides an electronic audit trail and verifiable document completion	New	External web-form for capture of electronic signatures (Grant)
44.	Redaction tool to assist in removing PII from previously generated forms/reports from templates	New	Redaction capability within select files. The new system will also incorporate the ability to generate, edit, redact, and view confidential or personally identifying information on investigative packets prior to publishing. (Grant)

45.	User-role specific dashboards	New	Dashboard that includes current status of the investigator's case log in association with key performance metrics. (Grant)
46.	Encrypted file sharing method using the i-Sight file sharing feature from within a case will be used to transfer hearing summaries, notifications, and decisions to the recipient (external entities)	New	Auto-generated emails with links to secure web-forms to download selected file. (Grant)
47.	External forms (Create & Forms) >	Existing	Currently developed external forms, i.e. FEE Investigation External Referral and Full Investigation External Referral, in MIGS will be recreated within v7. Incorporate electronic signatures for third-party attestation. No new external forms have been identified
48.	General Logic	Existing	Unless noted above, the general workflows already identified in MIGS will be recreated in v7
49.	Purge	Existing	System will allow the purging of cases based on State retention policies. This means all sub records and history would be removed. Cases can be preserved using a do not purge functionality and removal can be done on a scheduled or on demand basis
50.	Emails	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7 (Grant)
51.	Follow Up Email	Existing	Standard v7 functionality to be used
52.	Recipient Flow	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
53.	Provider Flow	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7

54.	Employee Flow	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
55.	Background Check Flow	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
56.	Recoupment Specialist Flow	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
57.	Time Reports	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
58.	Sub status	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
59.	Prosecuting Attorneys Association of Michigan(PAAM) PAAM Code	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
60.	Changing Case Type	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
61.	Notify Manager	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
62.	Queues	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
63.	Copy/Duplication	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
64.	Sub forms - copy	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
65.	Templates	Existing	Unless noted above or in BRD, the general workflows already

			identified in MIGS will be recreated in v7
66.	Packets	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
67.	Maintenance Tables	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
68.	Users	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
69.	Escalations	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
70.	Notifications	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
71.	SOP Events	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
72.	Americans with Disabilities Act (ADA) - ADA Compliance	Existing	SOM E-Michigan department will run the MIGS V7 application for the ADA compliance. After E-Michigan completes the review, identified issues will be sent to the requestor. Contractor will then have to fix the issues which do not comply with ADA. In case where any of the issues cannot be fixed or needs extended time, then the Business Owner can sign the Risk acceptance and provide an action plan for remediation in order to get the ATO. (Grant)
73.	Integration (Individual, Providers, DHHS, Related Cases)	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7

74.	Mass Uploads	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
75.	YellowFin	Existing	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7. (Grant)
76.	Data warehouse	Existing	Unless noted above, the general workflows already identified in MIGS will be recreated in v7. This will generally consist of sending the same information to the Data Warehouse as is currently sent by MIGS
77.	Dashboard	Existing	Unless noted above, the general workflows already identified in MIGS will be recreated in v7 (Grant)
78.	Single Sign On (SSO)	Existing	MIGS will use Mi-Login. (Grant)
79.	Access Control List (ACL)	Existing	Unless noted above, the general workflows already identified in MIGS will be recreated in v7
80.	iCalendar event	Existing	The standard i-Sight calendar feature will be deployed.
81.	Record Locks	Existing	i-Sight will provide the standard Record Lock functionality with configurable time out settings.
82.	Functionality that will alert the opening of confidential/employee/high profile cases to the existing section manager, where risk of opening a new case might compromise an existing major investigation.	New	When a case is considered to be 'high profile' a user will be able to check a checkbox on the case intake form to identify the case as high profile. When these cases are created it will trigger a notification to a distribution list that will be defined by the system administrator.
83.	Deleting Closure Packets on closed/reopened cases.	New	1. Add functionality in v7 that doesn't allow agents to delete a closure packet on a case that has been closed and reopened. 2. Delete File Functionality, any template loaded as an attachment with (Signed) in the template name



			can only be deleted by a system admin, need to come up with a remedy to stop the deletion of signed documents, have a delete reason window to add comments, "created in error" as an option.
84.	Add Date of Death as a field in the recipient information. This field should be pulled over in the web service call to Bridges.	New	
85.	System admins need to be able to view a log/report of user activity for a time period by using the user profile to display the history/ audit trail	New	
86.			
87.	Packet Creation	New	The MIGS packet creation process needs to be addressed. Packet creation should not crash for all users if one user tries to include a password protected document, a corrupt document, a special character in an attachment name or an unacceptable file extension in a packet. Also, the packet creation tool needs to allow for special characters in attachment file names and free form fields. Similar logic to what Windows File Explorer allows.
88.	Watch List	New	Include the Watch List capabilities in the new system (can be by SSN, Name, Phone Number, Email Address). Managed by a maintenance table and located on the left-hand navigation.
89.	Temporary Manager	New	To make a user the temporary manager of a section the system administrator can assign this user a new access role that will ensure they will have the same level of permissions as the actual section manager. Approve cases, delete items, add items, and edit sections of the cases, etc

90.	User Role Functionality	New	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
91.	The ability to provide electronic delivery of case evidence packets to ADH law judges, prosecutors and clients, for efficiencies and to reduce mailing of paper documentation.	New	(Grant)
92.	Yellowfin	New	MIGS v7 will have the ability to collect and report out on additional data elements required for the FNS-366B, including those that had been tracked manually outside of the legacy system. (Grant)
93.	<p>Project Activity Design Customer Expressions Corp., aka i-Sight will upgrade the existing i-Sight (aka MIGS) CMS to their version 7.x platform which will utilize Node.js. The new version will be provided within a modern containerized application, logically separated by tiers. All software artefacts will be managed and deployed within Docker containers unless explicitly stated.</p> <p>Major Components: Docker (19.06) Nginx (1.18.0) Node.js (12.20.0) Quartz Scheduler (2.3.2) RabbitMQ (3.7.26) Redis (5.0.10) Elastic Search (7.8.1) PostgreSQL (12.3) Yellowfin BI (9.3)</p>	New	<p>1. Frontend Tier: The frontend tier consists of a Nginx container and number of web containers. Nginx will be used to cache and serve up static content and to balance across the local web containers</p> <p>2. Services Tier: The services tier will operate application logic service containers such as the login or email service. Attached at this services level there will reside a file store share, for the application to store file attachments.</p> <p>3. Caching and Search Tier: The caching and search tiers are implemented using Redis and Elastic Search containers</p> <p>4. Data Tier: The data tier which is utilized to store Database information employs PostgreSQL. PostgreSQL will be deployed directly to the hardware and will not be containerized. This is due to the fact that upgrades will be infrequent and allows the use traditional system administration techniques</p> <p>5. Email GW: The i-Sight application</p>

			<p>employs a basic internal SMTP services for email services. The system will direct all outgoing mail to a separate email GW for filtering services and will process internal email via the email service. No filtering is applied on ingress to the application, email scanning should be applied upstream.</p> <p>The platform will reside on the Microsoft Azure government cloud environment. The CMS will integrate with the department's client eligibility system Bridges (client eligibility data), data warehouse (archiving and analytics), and the state's MI Login (access security). Grant)</p>
94.	Hyperlinks	New	Hyperlinks to/from training/guides/OIG and DHHS policy/Michigan/Federal laws/jury instructions based on selected dropdowns.
95.	HRMU (FEE type or New HRMU Case type) Component	New	<ul style="list-style-type: none"> <li>o New sub-statuses <ul style="list-style-type: none"> <li>Pending BMP review</li> <li>Pending Health plan review</li> </ul> </li> <li>o New fields <ul style="list-style-type: none"> <li>Referral Reason</li> <li>Referral Date</li> <li>MP lock in date</li> <li>Proposed BMP decision (drop down)</li> <li>BMP decision (drop down)</li> <li>Health plan (drop down)</li> <li>Table of lock in savings</li> <li>Associated Medicaid Provider</li> <li>Associated Medicaid Provider #</li> </ul> </li> <li>o SOPs</li> <li>o Allow duplicates -FEE/FULL/BOTH in addition to HRMU case</li> </ul> <p>New input/referral template</p> <p>Logical case flow from agent to Manager approval</p>

			<p>From manager approval to BMP referral notification to BMP role/Health Plan</p> <p>Health Plan (external user) inputs disposition (similar to prosecutor) into MIGS</p>
96.	Approval Process	New	<ul style="list-style-type: none"> <li>o Section Managers can approve across sections without temporary access. <ul style="list-style-type: none"> <li>o SIU/BTU/HRMU can approve with certain access.</li> <li>o Approval % can be set for case types/investigation types/by agent/OI amount (randomized) <ul style="list-style-type: none"> <li>§ 100% cases for probationary agents</li> <li>§ 10-100% for non-probationary agents</li> </ul> </li> <li>o Secondary Approval % can be set for managers <ul style="list-style-type: none"> <li>§ 1-100% cases based on manager experience and/or threshold amounts</li> </ul> </li> <li>o Repayment Agreement approval path with justification fields</li> </ul> </li> </ul>
97.	Investigation Recommendation Section	New	<ul style="list-style-type: none"> <li>o Tracks recommendations made based on investigation results</li> <li>o Tracks recommendation outcomes/results</li> </ul>
98.	<p>Background Search for common addresses/phone numbers/emails within MIGS to identify potential ID theft</p> <ul style="list-style-type: none"> <li>o Retain known (MDHHS local office/community partner addresses to reduce false positives</li> <li>o Flag user if address shows up on referrals/cases</li> </ul>	New	<p>This is achieved using the i-Sight case linking feature. Related cases will be identified for the user to review.</p>
99.	<p>Allow manager to flag open/closed cases for highlighting/publishing in reports</p> <ul style="list-style-type: none"> <li>o Create narrative field for manager to highlight scrubbed case</li> </ul>	New	

100.	MIGS v7 will reside on the Contractor hosted Microsoft Azure government cloud environment.	New	(Grant)
101.	MIGS v7 will integrate with the department's client eligibility system Bridges (client eligibility data), data warehouse (archiving and analytics), and the state's MI Login (access security).	New	(Grant)This will require the state to provide VPN access between i-Sight and the Bridges system.
102.	Identity Theft Tab	New	<p>1. Expandable tab exclusive to BTU investigations/Identity theft to input and track any identified data points noted for an Identity Theft case, such as IP address, physical address, email address, and phone number. Information to be entered by investigating agent and accessible at both FEE and Full case levels and independent of how a case was screened in. If possible, the data points fields could be searchable or linked using the i-Sight Case Linking feature, for MIGS to assist in identifying other linked cases with those particular data points (similar to how we currently use RID at screening)</p> <p>2. Also have field for suspect information (name, case number, RID) which can assist the agent in quick and easy identification of other linked cases.</p> <p>3. Option to export into CSV for better case organization</p>
103.	Victim Tab (similar to current witness tab in MIGS)	New	<p>1. In the event that a FEE was not completed for an ID theft case (instances where a case was closed prior to identifying the ID theft, case denied at application, etc) a FEE may not have been completed but still needs to be documented for the investigating agent as being linked to the parent case. A Victim</p>

			<p>party record will be configured where the investigating agent can enter victim name, RID and case number, in order to better track associated cases.</p> <p>2. Include a field about what data point(s) linked the victim to the parent case.</p> <p>3. Be able to tabulate total fraud amount by victims.</p> <p>4. Create a comment area per victim entry for agent notes.</p> <p>5. Option to Export victim information into CSV for better case organization.</p>
104.	Case Screening	New	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7
105.	Search Functionality	New	<p>Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7</p> <p>1. Allow agents and managers to search MIGS easily by data points such as physical address, IP address, email address and phone number.</p> <p>2. Option to Export the findings.</p>
106.	Identity Theft Module	New	New ID theft module for multiple ID theft cases linked to one parent case for tracking bad addresses, phone #s, email addresses other common identifiers.
107.	Case Approvals	New	Unless noted above or in BRD, the general workflows already identified in MIGS will be recreated in v7

			<p>Approval paths for authorizing repayment agreements (according to OIG P&amp;P)</p> <p>Threshold amounts require manager, regional manager and/or ED Director approval prior to creation (memorialized in system).</p>
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4.3 ADDITIONAL SUPPORTING DELIVERABLES

- 4.3.1 I-Sight Application Core System information (Functional & Technical Documentation).
- 4.3.2 I-Sight Application Enhancements information (Michigan Specific Functional & Technical Changes Documentation).
- 4.3.3 Testing Plan with Test Cases along with evidence for passing each Requirement as specified in the BRD. The tests may be grouped together by software release.
- 4.3.4 Contractor must provide the evidence for the application performance in production environment before and after initial Go-Live. The evidence should be a report from an Enterprise Monitoring tool which contractor can choose and a live demonstration for load testing with simulation of active users per number of licenses purchased by State of Michigan for the application. Subsequent performance testing will continue against the base platform and be provided only for the application instance should both the contractor and client deem individualized performance testing is required, outside of the contracted SLA.
- 4.3.5 Data conversion and migration plan and test cases with evidence of passing conversion & loading into the application at vendor site.
- 4.3.6 Data conversion load test plan and test cases. Plan must include live demonstration of application performance with loaded data from legacy system and should perform as stated in Non-functional requirements.
- 4.3.7 Vendor will provide documentation to support the implementation including: Field Specifications Document, Business Requirements Document, i-Sight User Manual, and Template Creation User Guide.
- 4.3.8 Vendor must comply with DTMB Change & Release Management policies. This includes providing the JIRA tickets extract for each release and submitting all SEM documents as per CMCoE check list. Check list will be provided to the vendor.

4.4 NON-FUNCTIONAL REQUIREMENTS:

Software delivered must pass performance test requirements to support the number of licenses purchased by SOM for the application as follows:

- 4.4.1 Within the Azure network, maximum elapsed time of 7 seconds for initial sign in, 3 seconds for case submittal (no attachments), 2 seconds to open a

- case record and 1 second for navigation within an opened case record. Integration with other SOM systems e.g. Data Warehouse and other external systems may be disabled for passing this requirement.
- 4.4.2 The maximum amount of Recovery Time Objective (RTO) that the application must be returned to service is 3 days.
  - 4.4.3 The maximum Recovery Point Objective (RPO) or data loss is expected to be no more than 2 hours from the point the application's operational loss.
  - 4.4.4 System performance like the SOM in-network test above is required, with the external systems integration points for other State of Michigan systems bypassed for the test, as access to these external systems may not be available to the vendor. Demonstration of performance at the vendor site/labs is needed prior to delivery.
  - 4.4.5 The licensed number of users must be simulated with vendor load testing software for the vendor's choice. The demonstration within Azure must include in parallel a live usage of the application while the test is being carried out so that application performance with the total licensed users may be verified by the State of Michigan.
  - 4.4.6 Any data migrated into the application, must be load tested to demonstrated application performance with all data present in the application. i.e. if the migration of data involves 50,000 case records, this data volume must be simulated in the application for the final acceptance load test.
  - 4.4.7 The performance testing requirement is designed to allow the vendor to prove application capability at full production volumes (user and data) and the sequence of the testing is important:
    - 4.4.7.1 Load testing within Azure with customer witness and verification
    - 4.4.7.2 DTMB Business Analyst will work with Vendor staff with application information which is required to fill out the System Security Plan(SSP).

#### 4.5 SOFTWARE DELIVERY:

- 4.5.1 All systems functionality being delivered to the SOM as a software release or bundle must be thoroughly tested by the vendor prior to delivery. This testing must include:
  - 4.5.1.1 Functional testing (i.e. module/unit successfully tested per each requirements' acceptance criteria specified in the Business Requirements Document, with evidence of passing the test)
  - 4.5.1.2 Non-functional testing (i.e. system performance successfully tested per stipulated performance requirements in this document and/or in the Business Requirements Document, with evidence of passing the test),
- 4.5.2 The software package must be accompanied by the following:
  - 4.5.2.1 Functional documentation specifying release features (referencing State of Michigan requirements detailed in the Business Requirements Document)



- 4.5.2.2 Test results from functional, non-functional testing performed at vendor site/labs.
- 4.5.3 The State of Michigan technical team must be notified of the software delivery.

**V. ACCEPTANCE CRITERIA:**

- 5.1 Contractor Project Manager is responsible for quality assurance of all submitted deliverables to the SOM.
- 5.2 List in Requirements column for Milestone Acceptance & Signoff row and identify those authorized to signoff in Acceptance/Signoff Column.

**VI. PROJECT CONTROL AND REPORTS:**

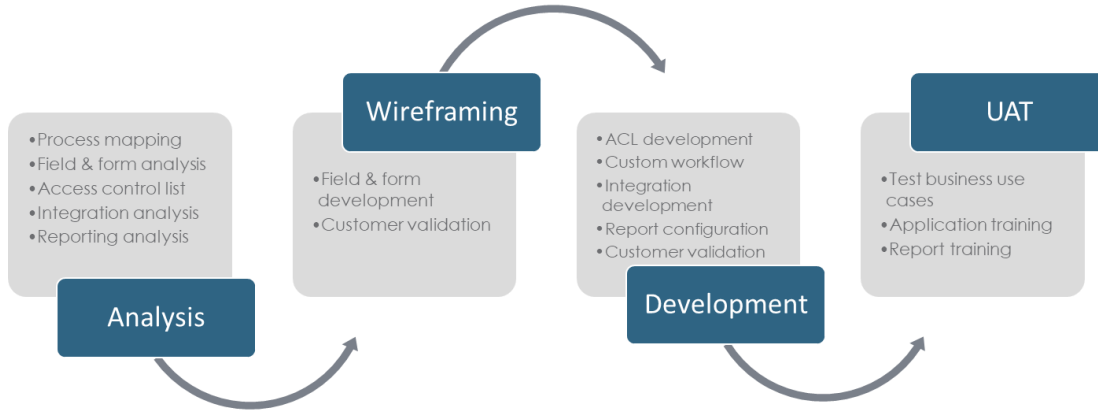
- 6.1 I-Sight is providing a fixed price to DTMB so would follow the present project management process.

**6.1.1 Delivery Process**

Phase	Activities
Project Kickoff	Stakeholders and i-Sight Team align on delivery process and expectations.
Requirements	Business Users and i-Sight Team discuss use cases and functional/non-functional requirements for new application.
Wireframing	Fields and forms are configured in the system to establish the “look and feel” of the new application.
Configuration	The application is configured using the workflow engine to match the client business rules.
Custom Development	i-Sight configures business workflow and rules, approvals, notifications, and other custom functionality
Integration	Integrations with applicable client systems.
Training/UAT	Key business users are trained in the use of the new application before engaging in end-to-end testing of the application to provide feedback.
Data Migration	Data from legacy system is extracted and reindexed into new application in accordance with a mapping document.
Go Live / Hypercare	Application is made available on production site for live use, followed by a hypercare period to address any remaining requirements or questions.
Ongoing Customer Care	i-Sight Delivery Team sets up a warm handover to Customer Care Team to provide ongoing customer care.

- 6.2 DTMB will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at: <https://www.michigan.gov/suite>

The Contractor will manage the project in accordance to the methodology described in section 6.1.1 and will include i-Sight Field Specifications Document, Business Requirements Document, i-Sight User Manual, and Template Creation User Guide. As required, the Contractor will assist DTMB with completion of their forms and templates.



6.3 Biweekly progress report must be submitted to the MDHHS OIG, DTMB program and project manager throughout the life of this project. Each bi-weekly progress report must contain the following:

- 6.3.1.1 Key project delivery milestone status and estimated completion date for each milestone.
- 6.3.1.2 Other information relevant for the delivery of the Project as may be agreed upon between the parties.

This report will track action items and escalations between the contractor, DTMB Project Manager and OIG. A bi-weekly project status call will be setup to review the content of the bi-weekly status report.

6.4 Meetings: The State will require the Contractor to attend meetings, at a date and time mutually acceptable to the OIG, DTMB and the Contractor. The meetings will be held in SOM Offices Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meetings.

**VII. ADA Compliance:**

7.1 All software items provided by the contractor must be ADA complaint and adhere to the SOM look and feel – The state is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted a formal policy regarding accessibility requirement of the software applications. For AppExchange/SAAS partners, the state requires that software applications conform, where relevant to level AA of providers PAAS Services. The SOM reserves a right to have ADA compliance validated by the E-Michigan team. DTMB form 3533 must be completed and approved including the development prior to Go-Live.

**The form can be found here:**

<https://stateofmichigan.sharepoint.com/teams/insidemi/for-your-job/forms>

**SOM Application/Site Standards:**

<https://www.michigan.gov/som/0,4669,7-192-86761---,00.html>

**VIII. ISSUE MANAGEMENT:**

8.1 An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- 8.1.1 Description of issue
- 8.1.2 Issue identification date
- 8.1.3 Responsibility for resolving issue.
- 8.1.4 Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- 8.1.5 Resources assigned responsibility for resolution
- 8.1.6 Resolution date
- 8.1.7 Resolution description

## IX. Change and Release Management (CRM):


9.1 The purpose of the Change and Release Management is to ensure that standardized methods and procedures are used for efficient and prompt handling of all Information Technology (IT) changes, within the State of Michigan (SOM). In addition to this, the DTMB Change Management Center of Excellence (CMCoE) has implemented Release Management processes to help ensure that DTMB and its stake holders can meet audit requirements:

- a. **Vendor Partners Responsibilities:** Vendor must comply with DTMB Change & Release Management (CRM) policies before implementing every release. This includes providing JIRA tickets extract for each release and submitting all System Engineering Methodology (SEM) equivalent documents as per Change Management Center of Excellence (CMCoE) check list. The documents can be in the contractors PMM methodology. After the Business Owner signs off the documents and approves the implementation timeframes, the DTMB Business Analyst will create and initiate the RFC process.

**DTMB process for Vendor managed applications can be found here:**

<https://stateofmichigan.sharepoint.com/sites/DTMB/cmcoe/Shared%20Documents/1340.00.060.11.XX%20Enterprise%20Release%20Management%20Vendor%20Procedure.pdf#search=change%20and%20release%20management>

**DTMB CMCoE Check list is provided below:**

 Audit New Checklist Format - Template.xlsx

- b. **DTMB Responsibilities:** DTMB Business Analyst Resource will be responsible to review the SEM or equivalent documents from vendor for each release and complete the CMCoE check list. The DTMB resource will be responsible to follow the RFC process for Approvals and notifications as specified in the below documents.

DTMB enterprise change control process documents for vendor supported applications are here:

[https://stateofmichigan.sharepoint.com/teams/insidedtmb/work/\\_policies/IT%20Policies/1340.00.060.04%20Enterprise%20Change%20Control%20Process%20Standard.pdf#search=ENTERPRISE%20APPLICATION%20](https://stateofmichigan.sharepoint.com/teams/insidedtmb/work/_policies/IT%20Policies/1340.00.060.04%20Enterprise%20Change%20Control%20Process%20Standard.pdf#search=ENTERPRISE%20APPLICATION%20)

DTMB Process for Vendor supported applications:

<https://stateofmichigan.sharepoint.com/sites/DTMB/cmcoe/Shared%20Documents/1340.00.060.11.XX%20Enterprise%20Release%20Management%20Vendor%20Procedure.pdf#search=change%20and%20release%20management>

DTMB CMCoE Check list is provided below:

 Audit New Checklist Format - Template.xlsx

**X. PROJECT PLAN**

Milestone Number	Milestones	Project Phase	Anticipated Start Date	Anticipated Completion Date	Contractor Staff	Hours	Rate	Total	Acceptance/Signoff
1	Project Plan Schedule	Schedule	2/1/2021	3/1/2021	Contractor Project Manager	36	\$187.50	\$6,750	MDHHS/DTMB PM & Project Sponsor
2	Business Requirements Documentation > Wireframes (Prototyping screens/enhancements to confirm requirements with users)	Requirements	2/15/2021	4/15/2021	Contractor Business Analyst	182	\$187.50	\$34,125	MDHHS/DTMB PM & Project Sponsor
3	Business Requirements Documentation > ACL (Access Control List to setup Roles /Responsibilities)	Requirements	2/15/2021	4/15/2021	Contractor Business Analyst	134	\$187.50	\$25,125	MDHHS/DTMB PM & Project Sponsor
4	UAT Software load including Workflow, Packets and Templates	Build	02/18/2021	9/15/2021	Contractor System Architect - Development Team	724	\$187.50	\$135,750	MDHHS/DTMB PM & Project Sponsor
5	Functional Design Document with all the SOM systems integration	Build	3/15/2021	9/15/2021	Contractor System Architect - Development Team	296	\$187.50	\$55,500	MDHHS/DTMB PM & Project Sponsor
6	Yellowfin Config in UAT	Build	9/1/2021	9/15/2021	Contractor System Architect - Development Team	604	\$187.50	\$113,250	MDHHS/DTMB PM & Project Sponsor
7	Assist SOM in creating Test Approach, Test Plan, and Test Cases Documentation. Internal QA (Final Customer Expressions vendor testing including load testing of the entire customized I-Sight application certified to support 150 users minimum).	Testing - Plan Development	07/18/2021	08/19/2021	Contractor Testing Staff	220	\$187.50	\$41,250	MDHHS/DTMB PM & Project Sponsor

8	Alpha load, UAT, SIT and Yellowfin Environment Testing	Testing - Environments set-up and configured for UAT	09/1/2021	9/15/2021	Contractor System Architect - Development Team	286	\$187.50	\$53,625	MDHHS/DTMB PM & Project Sponsor
9	UAT Acceptance of the MIGS application i-Sight V7, Yellowfin reporting and integrations with MILogin, BRIDGES webservice and Data Warehouse webservices, archiving & analytics and MARIS lookup.	Testing - SIT/UAT	9/22/2021	10/30/2021	Contractor System Architect - Development Team	180	\$187.50	\$33,750	MDHHS/DTMB PM & Project Sponsor
10	Migration of i-Sight v7 to Infrastructure, Data Migration, and Configuration of Yellowfin in Production.	Deployment to Prod	10/23/2021	11/23/2021	Contractor System Architect - Development Team	514	\$187.50	\$96,375	MDHHS/DTMB PM & Project Sponsor
11	Deployment of Accepted Environment to Production (2 weeks Pre-Production Validation)	Pre - Prod Validation	12/1/2021	12/15/2021 <b>Go-live Date</b>	Contractor Infrastructure-Deployment Team	8	\$187.50	\$1,500	MDHHS/DTMB PM & Project Sponsor
12	Warranty (Hypercare) Support of Software	Post Prod Validation	12/15/2021	3/15/2022	Support				MDHHS/DTMB PM & Project Sponsor
<b>TOTAL</b>						<b>3184</b>	<b>\$187.50</b>	<b>\$597,000</b>	

Note: Migration of Data - As agreed by CEX, some of the mapping work can start before platform development.

<b>Annual Recurring Costs</b>						
ID	Task	Description	Year	Total Amt/year	Total	Acceptance/Sign Off
2	i-Sight Azure GovCloud Deployment and Support **Payable Yearly.	GovCloud Deployment and Support (i-Sight or SOM Tenant)	3	\$100,000	\$300,000	DTMB and MDHHS Program Manager
<b>Annual Recurring Cost for MDHHS</b>					<b>\$300,000</b>	

**XI. SPECIFIC DEPARTMENT STANDARDS:**

- 11.1 Contractor must comply with all State of Michigan Information Technology Security Policies, including but not limited to those listed within the Contract, herein, and on the DTMB “IT Policies, Standards, and Procedures (PSP)” webpage, currently found at [http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html).
- 11.2 If Vendor is unable to access or view any of the IT Security Requirements listed on any State website, Contractor must promptly notify the DTMB Program Manager, who will facilitate communications with the State Office of Cybersecurity & Infrastructure Protection. Contractor must ensure it is compliant with all State and federal policies and standards that may have security requirements or security impact on the project.

**XII. PAYMENT SCHEDULE:**

- 12.1 Payment will be made on satisfactory acceptance of each of the milestones mentioned in Section X. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the state issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the state’s satisfaction a description of the work performed, the progress of the project and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.
- 12.2 Payment shall be considered timely, if made by the DTMB within Forty-Five (45) days after receiving receipt of properly completed invoices.

**XIII. EXPENSES:**

- 13.1 The State will NOT pay for any project related or support related travel expenses, including hotel, mileage, meals, parking, etc.

**XIV. Project Contacts:**

- 14.1 The designated Agency Project Manager is:

David Russell  
MDHHS/OIG – Operations division  
3970 Heritage Ave  
Okemos, MI 48864  
517-896-9597  
[RussellD3@michigan.gov](mailto:RussellD3@michigan.gov)

- 14.2 The designated DTMB Program Manager is:

John Moore  
State of MI – DTMB AS Supporting MDHHS – Medicaid  
Chandler Plaza  
300 E Michigan Ave.  
Lansing, MI 48909  
517-243-5265  
[moorej7@michigan.gov](mailto:moorej7@michigan.gov)

**XV. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:**

15.1 Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime will be permitted.

**XVI. General Provisions:**

**16.1 Work Location:**

Contractor staff will primarily work from Contractor’s offices and facilities. Occasionally Contractor on-site support may be required within the SOM Lansing, Michigan offices and facilities and will be mutually agreed between the Contractor and the DTMB Program Manager. As defined within the Contract section 2.080, SOM offices and facilities are subject to availability and Contractor personnel may be assigned office space to be shared with State personnel.

**16.2 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES:**

16.2.1 The Contractor will Identify the staff who will be involved in this project and describe in detail their roles and responsibilities.

16.2.2 The Contractor will commit that staff identified will perform the assigned work. And if there are any changes will notify both DTMB and OIG.

16.2.3 The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

16.2.3.1 Supporting the management of the Contract.

16.2.3.2 Facilitating Issue resolution

16.2.3.3 Advising the State of performance under the terms and conditions of the Contract.

<b>Staff</b>	<b>Role</b>	<b>Responsibility</b>
Kim Forbes	Delivery Manager	Project Implementation (Project Management, Client Engagement, Project Resources)
Janice Wurster	Business Analyst	Project Implementation (Business Requirement Gathering, Project Management)
Dy Meas	Lead Developer	Enable quality and timely customer project delivery through guidance and mentoring of the other developers and enforces development best practices. Lead is the main contact for communication with the product team and be expected to perform IT support tasks as needed.
Gerry Williams	VP of Delivery	Project Support
Jakub Ficner	Director of Government Sales	Account Management and Sales Support
Jason Victor	Chief Technology Officer	Technology and Infrastructure Lead
Ashley Rosa	Director of Product Management	Product Roadmap, Voice of Customer (Functionality/Feedback)



**16.3 DTMB and MDHHS-OIG ROLES, AND RESPONSIBILITIES:**

Role	Responsibility	Agency
Agency Business Owner (User Point of Contact (POC)) (AKA Product Owner)	<ul style="list-style-type: none"> <li>Is the authorized approver for all application changes</li> <li>Represents MDHHS as the single POC for application changes unless otherwise noted in SEM-301 (Maintenance Plan) and SEM 0931 (System Maintenance Document) or equivalent documents.</li> <li>Approves the results of User Acceptance Testing.</li> </ul>	MDHHS/ OIG
Business Owner Delegate	<ul style="list-style-type: none"> <li>Initiates maintenance requests</li> </ul>	MDHHS/ OIG
User Acceptance Tester	<ul style="list-style-type: none"> <li>Performs User Acceptance Testing based on the documented plan</li> <li>Cannot be performed by the developer/Business Analyst of the change.</li> </ul>	MDHHS/ OIG
DTMB Program Manager	<ul style="list-style-type: none"> <li>Represents DTMB as the POC for project level execution and approvals.</li> </ul>	DTMB
Project Manager	<ul style="list-style-type: none"> <li>Coordinates with the business leadership team and Contractor project team to ensure overall project success.</li> </ul>	DTMB
DTMB- Technical Owner/User Point of Contact (POC)	<ul style="list-style-type: none"> <li>Represents DTMB as the single POC for project assignments.</li> <li>Coordinates with Agency business leads.</li> </ul>	DTMB
Quality <b>Analysts</b> /Business Analysts	<ul style="list-style-type: none"> <li>Define business requirements, maintain PMM documentation, complete QA testing, and analyze data.</li> <li>Review deliverables from a QA perspective. Provide guidance and assistance on process matters.</li> <li>Coordinate Requirements Gathering sessions, Document Requirements and Design SEM documents.</li> <li>Perform Unit Testing, System Testing, E2E testing and coordinate UAT testing.</li> <li>Create RFC's and performs change builder roles.</li> </ul>	<i>DTMB</i>
Solutions Architect	Develops, Designs and Supports system architecture for SOM system integration.	<i>DTMB</i>

**16.4 Web or Hyperlinks.**

In the event Vendor is unable to access or view any of the web links (also known as hyperlinks) contained within this Contract, Vendor must promptly notify the DTMB Program Manager. An inaccessible or non-working web link will not excuse the Contractor of its duties and obligations under this Contract. Vendor is responsible for ensuring its personnel and/or subcontractors have reviewed all State and DTMB policies under this contract.

**16.5 Entire Agreement.**

This SOW, together with the existing Contract, constitutes the Parties' complete and exclusive statement regarding work requirements and procedures. Apart from the amendments made in this SOW, all Contract terms and conditions must remain in full force and effect.

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



**CONTRACT CHANGE NOTICE**

Change Notice Number 10  
 to  
 Contract Number 071B2200299

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.	<b>STATE</b>	Program Manager	Various	DTMB
	2255 Carling Ave., Suite 500		Contract Administrator	Mike Breen	DTMB
	Ottawa, ON K2B 7Z5			(517) 249-0428	
	Joe Gerard		breenm@michigan.gov		
	613-244-5111				
jgerard@customerexpressions.com					
CV0067031					

<b>CONTRACT SUMMARY</b>				
HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLI				
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>	
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2024	
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>		
<b>ALTERNATE PAYMENT OPTIONS</b>		<b>EXTENDED PURCHASING</b>		
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>				
<b>DESCRIPTION OF CHANGE NOTICE</b>				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2024
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$4,110,500.60	\$215,000.00	\$4,325,500.60		
<b>DESCRIPTION</b>				
Effective with mutual signature the contract is amended to add additional funds of \$215,000 per the attached SOW for OCO. Contract Administrator changed to Mike Breen. Contract Agency changed to DTMB. All other terms and conditions remain the same.				

Program Managers  
for  
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	John Moore	517-241-3228	MooreJ7@michigan.gov
MDHHS	David Russell	517-284-4010	RussellD3@michigan.gov

FOR THE CONTRACTOR:

CUSTOMER EXPRESSIONS CORP.

Company Name

Authorized Agent Signature

GEORGE ENGLISH

Authorized Agent (Print or Type)

2019.08.01

Date

FOR THE STATE:

Mike Breen

Signature

Mike Breen, Category Specialist

Name and Title

DTMB Procurement

Agency

Date

8/2/19





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

<b>Project Title:</b> i-Sight Maintenance and Operations extension	<b>Period of Coverage:</b> 09/30/2019 – 09/30/2024
<b>Requesting Department:</b> DTMB AS supporting Office of Children’s Ombudsman	<b>Date:</b> 07/31/2019
<b>Agency Project Manager:</b> Ryan Speidel	<b>Phone:</b> (517) 241-0552
<b>DTMB Project Manager:</b> Kemal Tekinel	<b>Phone:</b> (517)517-335-0329

This Statement of Work (SOW) is made part of a Change Notice to Contract No. 071B2200299 (Contract) between the State of Michigan (State or SOM) and Customer Expressions (“Contractor” or “Vendor”) under the terms of the Implementation Services Agreement (Contract #071B2200299) (“Agreement” or “Contract”). The Parties agree as follows:

**BACKGROUND AND SCOPE:**

The purpose of this document is to extend a portion of this Contract to cover the requirements of Michigan Office of Children’s Ombudsman (OCO) to better enable the Ombudsman’s Office to increase tracking and enforcement of Michigan’s child welfare system and the Children’s Ombudsman Act.

The OCO’s primary responsibility is to receive and investigate complaints concerning children who for reasons of abuse or neglect are under the supervision of the Department of Health and Human Services (DHHS) or its private contracted agencies.

There are two divisions of the DHHS that utilize the I-Sight case management software which is developed and implemented by Customer Expression Corp. to automate the investigation process: The Enforcement division (previously under DHS) with reference to I-Sight as “MIGS”, and the Integrity division (previously under DCH) with reference to I-Sight as “MARIS”. Both divisions are supported by OIG’s Operations division, which provides administrative, analytical and technical support to the two investigative divisions. MDHHS - OIG’s Operations division is the primary contact with DTMB and the Contractor.

Customer Expressions must comply with DTMB Standards, Policies, and Procedures.

DTMB Agency services wishes to procure the above solution for OCO to leverage for its complaints and investigations.

Associated pricing has been identified per the table below. All licensing costs are billable as fixed rates

**PROJECT OBJECTIVE:**

1. Setup and Configuration of i-Sight to the requirements of OCO as per Schedule A – Work and Deliverable
2. Hosting and User Fees shall be invoiced on a firm-fixed fee basis.

**SPECIFIC DEPARTMENT STANDARDS:**

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

**EXPENSES:**

Travel expenses are not included and will be billed as per the State’s policies.

**PROJECT CONTACTS:**

The designated Contractor Project Manager is:

Name: Karen McLane  
Department: Delivery Manager i-Sight by Customer ExpressionsCustomer Expressions Corp.  
Area: i-Sight by Customer Expressions Corp.  
Building/Floor  
Address: 2255 Carling Ave., Suite 500  
City/State/Zip: Ottawa, Ontario/K2B 7Z5  
Country: Canada  
Phone Number: (W) 800-465-6089, Ext - 254  
Fax Number  
Email Address: kmclane@i-sight.com

The designated Agency Project Manager is:

Ryan J. Speidel  
Deputy Director  
Office of Children's Ombudsman  
P.O. Box 30026  
Lansing, MI 48909  
Office: (517) 241-0552  
Cell: (517) 512-9117  
Fax: (517) 335-4471  
SpeidelR2@michigan.gov

The designated DTMB Project Manager is:

Kemal Tekinel  
Project Manager  
State of Michigan – DTMB Agency Services – DTMB, MCSC & SBO  
Office: 517-335-0329  
Cell: 517-719-6749  
Email: brysa@michigan.gov  
111 S Capitol Ave  
Romney Building, 9th Floor  
Lansing, Mi 48933  
ktekinel@michigan.gov

**LOCATION OF WHERE THE WORK IS TO BE PERFORMED:**

Contractor Work Location:

**Street Address:** 2255 Carling Avenue, Suite 500  
**City and State:** Ottawa, Ontario  
**ZIP:** K2B 7Z5  
**Country:** Canada  
**Telephone:** (800) 465-6089 / (613) 244-5111  
**Fax:** (613) 244-3303

## Schedule A – Work and Deliverable

The Hosted Application and Hosted Application Services being offered for access by the Customer and forming the subject matter of this Agreement will be as configured by the Service Provider to meet the specific needs of the Customer (as approved by the Customer), while retaining all the enhanced functionality of the base system. The following areas will be configured by the Service Provider as part of the set-up and configuration fee. Any changes to the demonstrated application outside of this scope will result in additional customization fees.

### Intake Form

The intake form is used to record new cases. As part of the configuration CEC will customize the fields available on the intake form. CEC will work with the Customer to define:

- Data fields required to initiate a new case including a definition of field name, type, and if the field is mandatory. There is a maximum of 200 fields on the intake form.
- Nesting of fields to display appropriate fields for various case types. Nesting can be three layers deep (i.e. category, sub-category, sub-sub-category)
- Email-to-case generation. This feature enables users to email i-Sight in order to initiate a case. When an email is received, a case is created in i-Sight and the contents of the email are placed in a description box. A user of i-Sight must go to the case after receipt in order to categorize the case and add any other information.
- Web-form. A case intake form will be made available so that people may enter cases into i-Sight without being authenticated.

### Alerts & Notifications

Workflow rules are used to optimize the business process. A 'workflow rule' is any logic that triggers a change in the status of the case or an email notification to be sent. As part of the configuration CEC will configure any of the following workflow rules based on up to 2 parameters (for example notifications could be determined based on case type and issue, or business unit and location, etc.), this includes:

- auto-notification of new cases
- escalation notices (overdue)
- closure notices

Other workflow rules will be considered out of scope and subject to customization fees.

### Case Record

The case record will contain all the standard case functionality including:

- Case Details > Overview
  - This tab displays information captured on the intake form (excluding sub-forms).
  - It can also include up to 100 other fields that may be completed during the case lifecycle (closure reason, recommended outcome, etc.).
- Case Activity
  - record Notes
  - record To-Do's with reminders
  - assign To-Do's to an i-Sight user other than the case owner
  - send and receive emails from within a case. Emails may have attachments.
- Case Parties
  - add multiple Parties to a case.
  - configure up to 4 unique forms to record various 'Party Types' (i.e. customer, subject, witness, etc.)
  - each of the unique forms may have up to 40 fields.
- Case Files
  - attach any sort of electronic document to the case (fax, scanned document, MS Word, etc.) with a maximum individual attachment size of 50 MB.
  - Templates allow system administrators to upload documents/ templates, in MS Word (.docx) file format, which instruct the system to auto-fill case information from a specific case. Letter templates will allow users to generate documents by using the letter templates and General Case Features
- General Case Features
  - ability to assign a case by selecting an owner from the pick list
  - ability to print the case file
  - case history will display an audit trail of changes made to the case record



### Case Record - Configured Forms

Forms can be deployed within the case file to record information. Forms are used for data sets that must be recorded more than once during the case lifecycle. For example: An expense form could be deployed to track many expense items. An interview form could be deployed to record every interview conducted.

The configuration fee includes the addition of up to 5 unique forms. Each form can have a maximum of 50 unique fields.

### Maintenance

i-Sight provides the following maintenance functions:

- add, modify or delete users, select their access level and notify them by email of their username and password
- add or delete category items (issues, products, etc.)
- add, modify or delete workflow rules (for example: users may change timing of notifications)
- add, modify or delete email standard responses

### Access Controls

Access controls restrict functions and data available to groups of users. The following are the standard access roles that are available and may be combined with one other parameter to determine what data can be viewed. For example, this information could be restricted based on the user's department. In that case the user could only see cases and report information related to cases from that department. Other examples could include case type, location, severity, etc.

Role Name	View My Cases	View Other's Cases	Edit My Cases	Edit Other's Cases	Restrictions based on custom parameter	Submit case	Reassign Case Owner	Cancel	Close	Reopen	Access to settings	Mark case as confidential	View confidential cases	Edit Confidential Cases	Create Reports	Run Reports
System Administrator	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Manager	✓	✓	✓	✓		✓	✓	✓	✓	✓					✓	✓
Analyst	✓		✓		✓	✓	✓	✓	✓	✓					✓	✓
Read Only (Optional)	✓				✓	✓										✓

### Reporting

i-Sight includes the YellowFin reporting package. This is an ad-hoc reporting tool and will be populated with reportable field values (excludes History and Email field values); however, the Customer is responsible to build the desired reports.

### Data Migration

Service Provider will migrate data from a legacy system into i-Sight.

- **Mapping:** In order to complete this work, the Customer must take the field specification provided by Service Provider and map all the fields to the legacy data.
- **Migration File:** The Customer must provide a migration data file for import. The migration data file(s) to be imported must:
  - be standard ASCII text delimited using a unique delimiter
  - have one record per line of text and no run over due to large amounts of text
  - not have data containing carriage returns
  - have consistent date values
  - for any numeric or currency fields being migrated contain only numerical data
- **Data Cleansing:** It is the sole responsibility of the Customer to cleanse or otherwise modify the migration file. Two rounds of migration are included, however, if the second import attempt fails, additional fees will apply.

### System Integration

Service Provider will integrate i-Sight into the following system(s):

Simple Object Access Protocol (SOAP) is a XML message format that is transmitted over HTTP (or HTTPS). i-Sight can act as the provider or consumer for these services. A valid Web Services Description Language (WSDL) file should be provided by the service provider. Consumer implementations by i-Sight require validation of the WSDL in advance.



REpresentational State Transfer (RESTful) defines a software architecture for distributed systems. i-Sight can consume XML or text delimited data and serve JSON, XML or text delimited data. Requests can be performed through URI query. XML schemas, valid query parameters or any other supporting technical documentation should be provided by the service provider.

Integration can also work via batch processing of text delimited files (pipe "|" delimited .csv) periodically transferred over SFTP. i-Sight can act as the provider or consumer for these services. Data mapping and file format to be agreed upon by both parties.

**PAYMENT SCHEDULE:**

Payment will be made on a firm-fixed fee basis for hosting and user fees. The invoices shall describe and document to the State's satisfaction with a description of charges.

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

<b>Setup and Configuration</b>						
ID	Task	Description	Total	Acceptance/Sign Off		
1	i-Sight Cost for OCO	Setup, Configuration and Deployment	\$58,500.00	DTMB and OCO Program Manager		
		Training and Documentation	\$50,500.00	DTMB and OCO Program Manager		
	i-Sight Cost for OCO	Historical Data Migration	\$15,000.00	DTMB and OCO Program Manager		
	i-Sight Cost for OCO	System Integration	\$10,000.00	DTMB and OCO Program Manager		
	<b>Total Setup Cost for OCO</b>			<b>\$134,000.00</b>		
<b>Annual Recurring Costs</b>						
ID	Task	Description	Total No. of Users	Year	Total Amt./year	Acceptance/Sign Off
2	i-Sight Cost for OCO **Payable Yearly.	GovCloud Hosting, Licensing, Technical Support and Maintenance (includes up to 10 users)	12	5	\$81,000	DTMB and OCO Program Manager
	<b>Total Licensing Cost for OCO</b>				<b>\$399,000.00</b>	
	<b>Grand Total</b>				<b>\$399,000.00</b>	



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **9**

to

Contract Number **071B2200299**

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	2255 Carling Ave., Suite 500
	Ottawa, ON K2B 7Z5
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	CV0067031

<b>STATE</b>	<b>Program Manager</b>	Various	MDHHS
	<b>Contract Administrator</b>	Jarrod Barron	DTMB
		(517) 249-0406	
		barronj1@michigan.gov	

**CONTRACT SUMMARY**

HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,110,500.60	\$0.00	\$4,110,500.60		

**DESCRIPTION**

Effective 2/26/2019, the parties agree to a clerical correction. Whereas, the Description paragraph on the cover page of Contract Change Notice 8 inaccurately stated the number of option years, the parties hereby fully restate the Description as follows: "Effective 2/5/2019, the parties extend the contract to 8/30/2024 and add option years through 8/30/2029. The parties add \$1,240,000.00 for software licensing, maintenance, support and hosting per the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. The parties also add the attached Federal Provisions Addendum, which is required by the federal government for all State contracts that utilize federal funding. Per agency, vendor, DTMB Procurement and State Administrative Board approval."

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
DTMB	David Gabler	517-335-5575	GablerD@michigan.gov
MDHHS	David Russell	517-284-4010	RussellD3@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **8**

to

Contract Number **071B2200299**

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	2255 Carling Ave., Suite 500
	Ottawa, ON K2B 7Z5
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	CV0067031

<b>STATE</b>	Program Manager	Multiple - See Below	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406	
		barronj1@michigan.gov	

**CONTRACT SUMMARY**

HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	5 Years	August 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,870,500.60	\$1,240,000.00	\$4,110,500.60		

**DESCRIPTION**

Effective 2/5/2019, the parties extend the contract to 8/30/2024 and add option years through 8/30/2025. The parties add \$1,240,000.00 for software licensing, maintenance, support and hosting per the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. The parties also add the attached Federal Provisions Addendum, which is required by the federal government for all State contracts that utilize federal funding. Per agency, vendor, DTMB Procurement and State Administrative Board approval.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
DTMB	David Gabler	517-335-5575	GablerD@michigan.gov
MDHHS	David Russell	517-284-4010	RussellD3@michigan.gov



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

<b>Project Title:</b> i-Sight Maintenance and Operations extension	<b>Period of Coverage:</b> 09/01/2019 – 09/30/2024
<b>Requesting Department:</b> DTMB AS supporting DHHS Medicaid	<b>Date:</b> 12/11/2018
<b>Agency Project Manager:</b> David Russell	<b>Phone:</b> (517) 284-4010
<b>DTMB Project Manager:</b> Kimberly Crawford	<b>Phone:</b> (517)335-7364

This Statement of Work (SOW) is made part of a Change Notice to Contract No. 071B2200299 (Contract) between the State of Michigan (State or SOM) and Customer Expressions (“Contractor” or “Vendor”) under the terms of the Implementation Services Agreement (Contract #071B2200299) (“Agreement” or “Contract”). The Parties agree as follows:

**BACKGROUND AND SCOPE:**

The purpose of this document is to extend a portion of this Contract from 09/01/2019 through 09/30/2024 to ensure the existing systems remain functional for the “Michigan Inspector General System” or “MIGS” and “Medicaid Audit Recovery & Investigation System” or “MARIS” within the Michigan Department of Health and Human Services (MDHHS) – Office of Inspector General (OIG).

The MDHHS – OIG is a criminal justice agency responsible for investigating instances of alleged fraud in all programs administered by MDHHS as well as reviewing administrative policies and procedures and recommending ways of improving accountability, fraud deterrence and detection.

There are two divisions of the OIG that utilize the I-Sight case management software which is developed and implemented by Customer Expression Corp. to automate the investigation process: The Enforcement division (previously under DHS) with reference to I-Sight as “MIGS”, and the Integrity division (previously under DCH) with reference to I-Sight as “MARIS”. Both divisions are supported by OIG’s Operations division, which provides administrative, analytical and technical support to the two investigative divisions. MDHHS - OIG’s Operations division is the primary contact with DTMB and the Contractor.

Customer Expressions must comply with DTMB Standards, Policies, and Procedures.

DTMB Agency services wishes to procure the above extension plus Five (5) option years. We wish for the Contract language to reflect that if it is determined that a full option year is not needed, the option year will be prorated accordingly.

Associated pricing has been identified per the table below. All licensing costs are billable as fixed rates

**PROJECT OBJECTIVE:**

1. Extend contract from 09/01/2019 through 09/30/2024.
2. Hosting and User Fees shall be invoiced on a firm-fixed fee basis.

**SPECIFIC DEPARTMENT STANDARDS:**

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

**EXPENSES:**

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

**PROJECT CONTACTS:**

The designated Contractor Project Manager is:

Name: Karen McLane

Department: Delivery Manager i-Sight by Customer ExpressionsCustomer Expressions Corp.

Area: i-Sight by Customer Expressions Corp.

Building/Floor

Address: 2255 Carling Ave., Suite 500

City/State/Zip: Ottawa, Ontario/K2B 7Z5

Country: Canada

Phone Number: (W) 800-465-6089, Ext - 254

Fax Number

Email Address: [kmclane@i-sight.com](mailto:kmclane@i-sight.com)

The designated Agency Project Manager is:

Name: David Russell

Department: MDHHS

Area: OIG – Operations division - Director

Building/Floor: HERITAGE OFFICE PARK

Address: 3970 Heritage Ave

City/State/Zip: Okemos, MI 48864

Phone Number: 517-284-4010

Fax Number:

Email Address: [RussellD3@michigan.gov](mailto:RussellD3@michigan.gov)

The designated DTMB Project Manager is:

Name: Kimberly Crawford

Department: DTMB AS Supporting MDHHS

Area: MDHHS-Medicaid

Building/Floor: Chandler Plaza

Address: 333 E. Michigan Ave.

City/State/Zip: Lansing MI/48909

Phone Number: (517)335-7364

Fax Number: 517-373-3720

Email Address: [crawfordk5@michigan.gov](mailto:crawfordk5@michigan.gov)

#### **LOCATION OF WHERE THE WORK IS TO BE PERFORMED:**

Contractor Work Location:

**Street Address:** 2255 Carling Avenue, Suite 500

**City and State:** Ottawa, Ontario

**ZIP:** K2B 7Z5

**Country:** Canada

**Telephone:** (800) 465-6089 / (613) 244-5111

**Fax:** (613) 244-3303



**PAYMENT SCHEDULE:**

Payment will be made on a firm-fixed fee basis for hosting and user fees. The invoices shall describe and document to the State's satisfaction with a description of charges.

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

<b>Pricing Table - MIGS</b>							
ID	Task	Description	Total No. of Users	Years	Total Amt/year	Total	Acceptance/Sign Off
1	i-Sight Cost for MIGS  **Payable Yearly.	<a href="#">Hosting</a> - Application Fee	N/A	5	\$24,000	\$120,000.00	DTMB and DHHS Program Manager
		User Fee (Base) including up to 150 named users	150	5	\$150,000	\$750,000.00	DTMB and DHHS Program Manager
<b>Total Licensing Cost for MIGS</b>						<b>\$870,000.00</b>	
<b>Pricing Table - MARIS</b>							
ID	Task	Description	Total No. of Users	Year	Total Amt/year	Total	Acceptance/Sign Off
14	i-Sight Cost for MARIS  **Payable Yearly.	<a href="#">Support Fee</a>	N/A	5	\$24,000	\$120,000.00	DTMB and DHHS Program Manager
		User Fee (Base) including up to 50 named users	50	5	\$50,000	\$250,000.00	DTMB and DHHS Program Manager
<b>Total Licensing Cost for MARIS</b>						<b>\$370,000.00</b>	
<b>Grand Total</b>						<b>\$1,240,000.00</b>	

## Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies 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. Federally Assisted Construction Contracts

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

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

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

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

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

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

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

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

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

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

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

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

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 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").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

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

If applicable, 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.

## **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.

## **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**

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). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection 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 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “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.

#### **8. Byrd Anti-Lobbying Amendment**

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

#### **9. Procurement of Recovered Materials**

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
  - a. No 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 on his or her behalf 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;
  - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) 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 on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
  - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:



[Type name and title] JOE GERARD - CEO

[Type company name] CUSTOMER EXPRESSIONS CORPORATION

Date: 01-09-19



**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 7  
to  
Contract Number 071B2200299

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	940 Belfast Road, Suite 201
	Ottawa, ON K1G 4A3
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	*****1409

<b>STATE</b>	Program Manager	Andrew Mason	DTMB-IT
		517-335-7360	
	masona5@michigan.gov		
	Contract Administrator	Jarrod Barron	DTMB
(517) 284-7045			
barronj1@michigan.gov			

CONTRACT SUMMARY				
HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,870,500.60	\$0.00	\$2,870,500.60		
DESCRIPTION				
Effective 1/12/2018, the State Program Manager is changed from Kemal Tekinel to Andrew Mason. All other terms, conditions, specifications, and pricing remain the same.				



**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 **6**

to

Contract Number **071B2200299**

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	940 Belfast Road, Suite 201
	Ottawa, ON K1G 4A3
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	*****1409

<b>STATE</b>	Program Manager	Kemal Tekinel	DTMB-IT
		517-241-5779	
		TekinelK@michigan.gov	
	Contract Administrator	Simon Baldwin	DTMB
		(517) 284-6997	
		baldwins@michigan.gov	

**CONTRACT SUMMARY**

HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Years	<input type="checkbox"/>		August 30, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,448,500.60	\$422,000.00	\$2,870,500.60		

**DESCRIPTION**

Effective 8/31/2017, the State is hereby exercising two, one year options and the Contract is increased by \$422,000.00. Page 1 of the Statement of Work (SOW) attached to CN5 is also included to correct a reference to Change Notice 4. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on August 15, 2017.



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

**for**

**i-Sight Project Application Enhancement Services**

**STATEMENT OF WORK for Contract Change Notice No. 005**

This Statement of Work for Contract Change Notice No. 005 (“Statement of Work”) is entered into by the Department of Technology, Management and Budget (“DTMB” or “State”) and Customer Expressions (“Contractor” or “Vendor”) under the terms of the Implementation Services Agreement (Contract #071B2200299) (“Agreement”) or Contract.

**Project Title:**

i-Sight Enhancements

**Period of Performance:**

07/10/2017 – 03/31/2018

**DTMB Program Manager for i-Sight:**

Kim Crawford

CrawfordK5@michigan.gov

(517) 373-4530

**Contractor Project  
Manager:**

Gerry Williams

[gwilliams@i-Sight.com](mailto:gwilliams@i-Sight.com)

(613) 244-5111

**DHHS Program Manager:**

Casey Barton

[BartonC3@michigan.gov](mailto:BartonC3@michigan.gov)

(517) 284-6917

**I. OVERVIEW AND BACKGROUND**

The Michigan Department of Health and Human Services (MDHHS)-Office of Inspector General (OIG) investigates Medicaid Fraud, Waste, and Abuse, and recovers over \$1.5 million annually from those investigations. To automate the investigation process, MDHHS-OIG has implemented i-Sight Case Management Software. i-Sight application contains investigation information.

Customer Expressions Corp, Contract 071B02200299, is contracted to design, develop, implement, maintain and support the I-Sight Application for the MDHHS-OIG. MDHHS-OIG will use the I-Sight application to investigate, track and enforce Medicaid Fraud, Waste, and Abuse. Tracking and enforcement involves investigating Medicaid data from many health care resources and, at times, involves investigating Criminal Justice data from the Michigan State Police (MSP) Law Enforcement Information Network (LEIN). As a result, Personal Health Information (PHI) and Criminal Justice Information (CJI) will be stored in the I-Sight application.

The i-Sight application has been developed, and is currently scheduled to go-live on April 26, 2017.





**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 **5**

to

Contract Number **071B2200299**

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	940 Belfast Road, Suite 201
	Ottawa, ON K1G 4A3
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	*****1409

<b>STATE</b>	<b>Program Manager</b>	Kemal Tekinel	DTMB-IT
		517-241-5779	
		TekinelK@michigan.gov	
	<b>Contract Administrator</b>	Simon Baldwin	DTMB
		(517) 284-6997	
		baldwins@michigan.gov	

**CONTRACT SUMMARY**

HOSTING, MAINTENANCE, AND SUPPORT OF I-SIGHT APPLICATION FOR TRACKING AND MEDIATION OF MEDICAID FRAUD, WASTE AND ABUSE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

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**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,180,000.60	\$268,500.00	\$2,448,500.60		

**DESCRIPTION**

Effective June 23, 2017, this Contract is increased by \$268,500.00 per the attached Statement of Work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.



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

**for**

**i-Sight Project Application Enhancement Services**

**STATEMENT OF WORK for Contract Change Notice No. 004**

This Statement of Work for Contract Change Notice No. 005 (“Statement of Work”) is entered into by the Department of Technology, Management and Budget (“DTMB” or “State”) and Customer Expressions (“Contractor” or “Vendor”) under the terms of the Implementation Services Agreement (Contract #071B2200299) (“Agreement”) or Contract.

**Project Title:**

i-Sight Enhancements

**Period of Performance:**

07/10/2017 – 03/31/2018

**DTMB Program Manager for i-Sight:**

Kim Crawford

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(517) 373-4530

**Contractor Project  
Manager:**

Gerry Williams

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**DHHS Program Manager:**

Casey Barton

[BartonC3@michigan.gov](mailto:BartonC3@michigan.gov)

(517) 284-6917

**I. OVERVIEW AND BACKGROUND**

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Customer Expressions Corp, Contract 071B02200299, is contracted to design, develop, implement, maintain and support the I-Sight Application for the MDHHS-OIG. MDHHS-OIG will use the I-Sight application to investigate, track and enforce Medicaid Fraud, Waste, and Abuse. Tracking and enforcement involves investigating Medicaid data from many health care resources and, at times, involves investigating Criminal Justice data from the Michigan State Police (MSP) Law Enforcement Information Network (LEIN). As a result, Personal Health Information (PHI) and Criminal Justice Information (CJI) will be stored in the I-Sight application.

The i-Sight application has been developed, and is currently scheduled to go-live on April 26, 2017.

Currently, the i-Sight application is being tested by the users at MDHHS-OIG. The **i-Sight application meets the requirements**, but it is found that many enhancements are needed to make the application more user-friendly, and utilize the application to its full capability.

This Contract Change Notice is to implement the i-Sight application with the additional enhancements as required by the client.

## II. PROJECT OBJECTIVE

The objective of this procurement is to add the following enhancements, including but not limited to the following:

1. Create new forms.
2. Update existing forms.
3. Update picklists to make them more user friendly.
4. Update the workflow.
5. Enhance the tracking of all steps in the investigation case lifecycle and improve reporting capabilities.
6. Improve YellowFin reporting to make it more user-friendly.
7. Improve e-mail functionality to make simple to use.
8. Update Web forms with a feature of uploading documents.
9. Enhance the front-end to be fully compliant with ADA, as required by e-Michigan, SOM

## III. SCOPE OF WORK

The scope of work for the existing SOM Contract 071B2200299 deliverables include but are not limited to the following:

1. For ADA, Contractor will perform the following as required by e-Michigan, State of Michigan
  - a. Resolve gaps in ADA compliance as specified in JIRA by SOM
  - b. Make the application compliant with ADA as per State of Michigan Administrative Guide to State Government – [Policy 1650 Accessibility and Reasonable Accommodations](#) , [Executive Directive No. 2014-1](#)
2. For Web Services, Contractor will perform the following
  - a. Improve Search functionality in web service as specified in JIRA by SOM
  - b. Execute web service tickets as specified in JIRA by SOM
3. For YellowFin Software Reporting, Contractor will perform the following, as required by the client
  - a. Resolve gaps in YellowFin Reporting as specified in JIRA by SOM
4. For SOM Outlook Email, Contractor will perform the following, as required by the client
  - a. Customize default Email templates as specified in JIRA by SOM
  - b. Execute email tickets as specified in JIRA by SOM
5. For SAS Interface, Contractor will perform the following, as required by the client
  - a. Creation of INV (investigation) cases from SAS from the nightly batch files
6. For all i-Sight application in general, Contractor will perform the following, as required by the client
  - a. Execute all tickets related to the application, as specified in JIRA by SOM

**Go Live Enhancements (P1/P2/P3): JIRA Tickets**

JIRA KEY	Enhancement Summary	New/Existing	Enhancement Description
MMFV-2396	UPDATE PICKLISTS	Existing	Remove, update and add new picklists.
MMFV-2331	ST/SN/AUD(sub type MCE) > add ID Type = Unknown > hide ID field	Existing	Add a picklist option of 'Unknown' to the "ID Type" picklist field only for the following Party Types = {Beneficiary, Individual Provider, Facility provider} If "ID Type" field = 'Unknown' do not display the "ID" field in the Party form Requirement #1 and #2 above DO NOT apply to AUD (sub type Vendor) cases
MMFV-2799	Criminal Charges Form - Associated Facilities	Existing	The Associated Facilities picklist should include all providers from the Associated Provider Information child doc in the Individual Provider party form and all facility provider parties associated to the case.
MMFV-2804	Notification Form - Sanction Provider Field	Existing	The Sanction Provider field on the Notification form is currently only populating suspect facility providers. This field should populate all parties with a role = Suspect.
MMFV-2807	SN Outcomes	New	Add the following as options to the SN Outcomes: <ol style="list-style-type: none"> <li>1. Order of Summary Suspension, Notice of Termination, Joint Suspension &amp; Termination, Lifting of Suspension, Withdrawn.</li> <li>2. Include a mandatory multi-select party field, in all these new outcomes, for "Target(s) of Sanction". This would list all parties where the Party Role = Suspect.</li> <li>3. Move the Effective Date field from the Notification form to the following outcomes: Order of Summary Suspension, Notice of Termination, Joint Suspension &amp; Termination, and Lifting of Suspension.</li> <li>4. Add a mandatory rich text box called "Summarize Allegations to Include in Sanction Letter" for the following outcomes: Order of Summary Suspension, Notice of</li> </ol>

			<p>Termination, and Joint Suspension &amp; Termination.</p> <p>5. Add a mandatory rich text box called "Summarize Reasons for Lift" in the Lifting of Suspension outcome.</p>
MMFV-2808	Files Child Doc/Form	Existing	<p>On the File child document form make the following modifications according to FS V16.49:</p> <ol style="list-style-type: none"> <li>1. Rename "Kind" field to "File Type". Picklist options = {File Upload, Generated Template, URL}.</li> <li>2. Rename "File Type" to "File Format": displays only if new "File Type" field = 'File Upload' ... picklist options = {Audio, Compressed (zip file), Document, Picture, Video}.</li> </ol>
MMFV-2809	Ownership Identification Form	New	<p>On the Ownership Identification form, delete the Sanctionable Association field and the LARA Corporation search field. Instead, there should be a mandatory picklist titled Facility Association Source and the options for this field should include Lara Corporation Search and CHAMPS. See updated FS V16.49.</p>
MMFV-2814	Identity Verification Method = SSN or License Number	Existing	<p>Target Social Security Number, Target Tax ID, Target Date of Birth shall be read-only fields.</p> <p>Target Professional License Number shall be a picklist comprised of all license numbers associated to the party. &lt;if only 1 license number, prepopulate the picklist with it.&gt;</p>
MMFV-2820	State Employee Party Type - Change to Government Employee	New	<p>Please change the Name of the State Employee party type to Government Employee.</p> <p>Ensure Field Work form &gt; Field Work Team picklist &gt; Values = {Active i-Sight users, Party Type = Government Employee, "Other"}.</p> <ol style="list-style-type: none"> <li>1. The first field displayed will be Government Agency Type. This will be a mandatory picklist with the following options: Federal, State, and Local.</li> <li>2. Also display a mandatory picklist field for Government Agency Name (directly below Government Agency Type), which will use the same logic as the Government Agency Name Type picklist.</li> </ol>

			<p>3. For Party Type = Government Employee:</p> <ul style="list-style-type: none"> <li>i. If Government Agency Type = Federal or Local then hide Department, Division and State Employee Type fields.</li> <li>ii. If Government Agency Type = State then display Department, Division and State Employee Type fields.</li> </ul>
MMFV-2385	Web Service > Zip Code to display with dash between first 5 and last 4 digits	New	Web Service calls shall return Zip Code values as a 9-digit value. These Zip Code values shall be represented in their respective Party form (or child doc) fields in the following format: "#####-####"
MMFV-2579	Note Type = Contact Rework	New	Addition of new decision-tree logic fields to Contract Activity/Note type.
MMFV-3017	A translation error about updated Email in the history when escalate or copy case	Existing	Translation enhancement for Email and History sections.
MMFV-2842	Four fields cannot be searchable in the Quick search	Existing	<p>Add to Quick Search and Advanced Search, the following:</p> <ul style="list-style-type: none"> <li>1. MFCU Case Closure Reason,</li> <li>2. Laws, Rules, Regulations, and Policies Violated,</li> <li>3. MFCU Prosecutor Name,</li> <li>4. MFCU Agent Name, <ul style="list-style-type: none"> <li>i. Then Select MFCU Accepted Case? = YES.</li> <li>ii. Fill in fields: MFCU Case Closure Reason, Laws, Rules, Regulations, and Policies Violated, MFCU Prosecutor Name, MFCU Agent Name, Add Suspected Fraud and save this outcome.</li> <li>iii. In the Quick search bar, search the four fields' value and observe the result.</li> </ul> </li> </ul>

MMFV-2578	Survey Form Rework	Existing	<p>Survey Type is dependent on Survey Population:</p> <ol style="list-style-type: none"> <li>1. If Survey Population = Provider, Survey Type = Prescription Validation, Referral Validation.</li> <li>2. If Survey Population = Beneficiary, Survey Type = Physician Services Validation, Prescription Validation, DME Validation.</li> <li>3. Rename the current "Survey Type" field to "Survey Method".</li> <li>4. Before the Survey Method field, add a text box titled, "Describe method for selecting survey population".</li> <li>5. The "O" in "Of" should be changed to lowercase for the following fields: Number Of Surveys Sent, Number Of Surveys Received and Number Of Surveys Undeliverable.</li> <li>6. Rename the current Comments box to "Summarize Survey Results."</li> <li>7. Ensure Survey form complies with FS V16.50.</li> </ol>
MMFV-2801	ST Outcomes	New	<p>Add the following as options to the ST outcomes:</p> <ol style="list-style-type: none"> <li>1. Recommend Reject Enrollment - include a comment box (non-mandatory).</li> <li>2. Recommend Approve Enrollment - include a comment box (non-mandatory).</li> <li>3. No Sanctionable Action - include a field for Explanation (mandatory rich text box).</li> <li>4. Please also add a comment box to the Existing Sanction and Non-Participating Entity outcomes.</li> </ol>
MMFV-2802	Notification Form - Notification Type.	New	<p>Add a picklist for Notification Type under Case Number. This field should include the following options:</p> <ol style="list-style-type: none"> <li>1. Provider Notification, Distribution List Notification, If the Notification Type = Distribution List Notification.</li> <li>2. Add a mandatory picklist below Notification Type for Distribution List Type. The picklist for Distribution List Type will include the following options: CAF Sanction, Home Help Sanction, and Non-CAF Sanction.</li> </ol>

MMFV-2789	Web Service > Prepayment Review Outcome - Parties Not Associated to Case.	Existing	Change Prepayment Review outcome for INC cases.
MMFV-2958	ADA > Add a MAIN landmark to the page.	New	Each page must have at least one MAIN landmark, used to identify the main content
MMFV-2959	ADA > Update the landmark structure of the page by placing the elements not contained in landmarks into one or more container elements with proper landmark roles.	New	All rendered content must be placed inside of container elements with appropriate ARIA landmark roles. See Landmark Container screen shots attached for examples.
MMFV-2960	ADA > Identify the principal language of all pages by using the LANG attribute on its HTML element so pages will be read correctly by the screen reader.	New	Page must define the language of its principal content using a valid IANA language code.
MMFV-2964	ADA > Change Label Elements throughout application to use the FOR attribute to label their respective form controls.	New	Change Label Elements throughout application to use the FOR attribute to label their respective form controls. Each LABEL element using the FOR attribute must reference a form control on the page.
MMFV-2945	The Type at the top of the form is not renamed to Hearing Type. It was also decided that this field will not be in the Hearing Dates section. Additionally, the OIG Agent Name picklist is not a multi-select field.	Existing	The Type at the top of the form is not renamed to Hearing Type. It was also decided that this field will not be in the Hearing Dates section. Additionally, the OIG Agent Name picklist is not a multi-select field.
MMFV-2936	MCP/AUD-MCE Capture and Case Forms	Existing	Similar to MMFV-2323, on the MCP and AUD (subtype = MCE) capture and case forms, the Managed Care Entity Type field should use the same picklist as the MCE Type in the MCE party form, and the Managed Care Entity Name should use the same picklist as the MCE Name in the MCE party form.
MMFV-2944	SN Forms in INV Cases	New	The Criminal Charges, Ownership Identification, and Notification forms are showing for INV cases without a Sanction outcome. There is an error that displays stating than a Sanction outcome is necessary to add these forms, but they



			should not be visible in the Forms dropdown if there is not a Sanction outcome.
MMFV-2949	State Employee Party Form - Manually Input Email Address	Existing	Change functionality of manual email input.
MMFV-2931	User Ability to Change Password	Existing	Change functionality of passwords when SSO is No.
MMFV-2771	Copying ID from the Party Grid	New	The business requires the ID column to appear as Read-Only in the Parties grid. Users will then be able to copy the ID text instead of being forwarded directly to the underlying Party form. This is applicable to ALL Case Types with Party child docs.
MMFV-2486	Web Service > Provider/Member Search - Missing Results when large result set returned	Existing	In these scenarios the I-Sight app shall throw a warning message stating that "Result set exceeds <###>. Please provide more detailed search criteria" is thrown to notify the user about the results exceeding the displayed threshold.
MMFV-2740	Web Service > Party Name in Case Header Showing HTML	Existing	Change HTML formatting for Party Name.
MMFV-2929	Web Services - Partial Name Search	Existing	Ensure the application allows for optional First Name search parameter for the following Web Services macros: i. getMemberByName ii. getProviderByName
MMFV-2826	Recoupment Outcome Form Rework #2	New	<ol style="list-style-type: none"> <li>1. The Total Recovered to Date field should be calculated as Gross Adjustment Total + Claim Adjustment Amount + Total Amount of Voided Claims + Total Account Receivable Payments.</li> <li>2. The Total Receivable Balance field should be calculated as Total Overpayment Identified - Total Recoupment to Date.</li> <li>3. Total Home Help Overpayment Amount should be calculated as Overpayment Amount + FICA/Union Dues Total.</li> <li>4. In the Recoupment Details section, please add a multi select picklist titled Recoupment Type at the top of the section. This picklist will include the following options: Gross Adjustment (CHAMPS), Claim Adjustment, Claim Batch Void, and Account Receivable. <ol style="list-style-type: none"> <li>a. When the user selects the</li> </ol> </li> </ol>

			<p>applicable sections in the picklist, those sections would become visible.</p> <ol style="list-style-type: none"> <li>5. Total Receivable Established = Account Receivable Amounts total from grid.</li> <li>6. Total Account Receivable Payments To Date = Account Receivable Payment total from grid.</li> <li>7. Total Amount of Voided Claims = Final Amount of Voided Claims total from the grid.</li> </ol>
MMFV-2576	Data Analysis Form Rework	New	New drop-downs, field changes and decision tree logic to Data Analysis form.
MMFV-2509	Data Analysis Form - Ranking	New	Addition of new ranking grid within Data Analysis form.
MMFV-2577	Record Review Form Rework	New	New drop-downs, field changes and decision tree logic to Record Review form.
MMFV-2580	INV + Audit (subtype=MCE) > Outcome Type = Referral > Form Rework	New	New drop-downs, field changes and decision tree logic to form.
MMFV-2796	Criminal Charges Form - Criminal Charge Type and Prosecuting Agency	Existing	Change picklists, fields and escalation rules to form.
MMFV-2811	Identity Verification Form - Verification Method = Internal Verification	Existing	<ol style="list-style-type: none"> <li>1. If the "Verification Type" = 'Internal Verification', add 'Address' to the "Identity Verification Method" picklist in addition to its existing picklist options.</li> <li>2. If the "Verification Type" != 'Internal Verification', the "Identity Verification Method" picklist will NOT display the 'Address' option.</li> <li>3. Add two new fields to the Identity Verification form as per updated FS V16.49: <ol style="list-style-type: none"> <li>a. Target Address &lt;ensure the Address Type field is NOT included in the dropdown option. See MMFV-2940&gt;.</li> <li>b. Verified Address</li> </ol> </li> </ol>
MMFV-2813	Identity Verification -	Existing	New logic based and escalation rules to

	Verification Type		Identity Verification.
MMFV-2939	Picklists Populated i-Sight Users	Existing	Change picklist population rules.
MMFV-3013	Escalate or Copy case: Email data just move to the new case, not copy	Existing	Change email rules for case escalation.
MMFV-2550	Date Fields - Default to Today's Month and Day when Entering 2 Digit Year	Existing	Change validation rule across Internet Explorer (IE) and Chrome.
MMFV-2340	Emails > ToDo creation email not triggered + customization of Case Assignment/Reassignment and ToDo email templates	Existing	Change To-Do email rules.
MMFV-3022	Requestor is Changing to New Case Owner	Existing	Change Requester rules.
MMFV-3019	MCP > Contact Form changes	Existing	<p>Only for Case Type = MCP... the Contact Form will:</p> <ol style="list-style-type: none"> <li>1. Hide "Contacted Party" field.</li> <li>2. Add three new fields directly below Case # field: <ol style="list-style-type: none"> <li>a. Field name = "MCE Type"... field type = read-only text field. Value = "Managed Care Entity Type" from MCE case form.</li> <li>b. Field name = "MCE Name"... field type = read-only text field. Value = "Managed Care Entity Name" from MCE case form</li> <li>c. Field name = "MCE Contact"... field type = text field. Mandatory = Yes.</li> </ol> </li> <li>3. Changes 1 and 2 above are not applied to any other Case Types other than MC.</li> </ol>
MMFV-2747	Web Service > Line TCN web service integration	New	<ol style="list-style-type: none"> <li>1. Modify the TCN Search button label to "Search TCN/Line TCN."</li> <li>2. Include the following field directly below Claim Status Date field: <ol style="list-style-type: none"> <li>a. Field Name = "Transaction Type"</li> <li>b. Field Type = text field.</li> <li>c. Mandatory = no.</li> </ol> </li> <li>3. Ensure the following mapping of result set data to the corresponding TCN form fields.</li> </ol>

MMFV-2570	Web Service > Individual Provider Party - Child Doc for Ownership Interest	New	Add a Child Doc to the Individual Provider party form for Ownership Interest.
MMFV-2469	Web Service > Pass pmProviderType for appropriate Party Type making the lookup	Existing	Change Web Services function and enhance to requirements of client.
MMFV-2481	Web Service > Party Form - Refresh	Existing	Change Refresh button function within Party Form.
MMFV-2384	Web Service > Facility and Individual Provider > Fields not being populated	Existing	Change field mapping for Web Call.
MMFV-3014	Web Service > Individual and Facility Provider > No results when searching by ID, however result obtained when searching by Name	Existing	Change grid population from Web Services.
MMFV-2963	ADA > Ensure all input Form fields are set up correctly	New	Each INPUT, SELECT, TEXTAREA, PROGRESS, METER and OUTPUT element must have an accessible label.
MMFV-2965	ADA > Structure headings hierarchical order, i.e.; Heading 1, Heading 2, etc.	New	Consistent accessible names for H1 and H2 elements that identify recurring page sections common across all pages in a website. Consistent ordering of H1 and H2 elements that label recurring page sections common across all pages in a website.
MMFV-2967	ADA > Ensure that the throbber text is been read by screen reader	New	Change Throbber text function.
MMFV-2970	ADA > Ensure all the Links are read as expected	New	Change link functions.
MMFV-2971	ADA > A key of "** = Required" (all red text) should be located at the top of the form as well as at the bottom if scrolling is necessary for completion. The "** = Required" key must be red (hex # a94442), be bolded, and match the color of the asterisks	New	Change asterisks look.
MMFV-2972	ADA > Ensure all the Drop down fields are read as expected	New	Drop down field focus change.
MMFV-2372	ADA Compliance - Cases Tab	New	Fix bug with tab function in Cases tab.

MMFV-1813	CR - Recoupment Outcome Form Rework	New	Large number of field level changes and enhancements.
MMFV-3028	Yellow Fin > Specify endpoints in Server.env file	Existing	Change endpoint to be separate from front end endpoint.
MMFV-2697	Advanced Search (Placeholder)	Existing	Advanced Search to be configured once all application level fields are fully defined and set.
MMFV-324	Set up Yellow Fin Reporting for MI QA	Existing	Yellowfin deployment and configuration.

**Post GO Live Migration:**

JIRA KEY	Enhancement Summary	New/Existing	Enhancement Description
MMFV-2476	pre-Migration changes	New/Existing	See Release Notes.

**Post GO Live Enhancements (P2/P3):**

JIRA KEY	Enhancement Summary	New/Existing	Enhancement Description
MMFV-2937	Grids with First & Last Name and Facility Name	New	Similar to MMFV-2321, any grid that will display both individuals and facilities should only have 1 field for both parties. For example, in the party form, the Facility Ownership Information child doc should display one column titled Name, which will include the First Name + Last Name or the Entity Name.
MMFV-2906	UPDATE > Selection List Upload - Logic > VSV case creation	New	Requirements TBD.
MMFV-2827	Web Service > Account Receivable Grid updated via DW	New	We would like to use Web Services to automatically update the Account Receivable grid in the Recoupment outcome.  Multiple Account Receivable entries returned by a single web svc call.

MMFV-2821	Identity Verification - Verifying Agent Logic	New	<p>On the Identity Verification form, please use the following logic for the Verifying Agent:</p> <p>If Verification Method = HHS-OIG Email Confirmation, display all Government Employees with a Government Employee Type = Federal.</p> <p>If Verification Method = MFCU Confirmation, display all Government Employees with a Government Employee Type = State.</p>
MMFV-2815	Identity Verification Form - Target Identity Confirmed Through Match Logic	Existing	For the Target Identity Confirmed Through Match radio button, please add logic for this question to be answered automatically based on the Target and Verified methods.
MMFV-2812	Identity Verification - Verification Method = Other or Internal Verification Logic	Existing	If the Verification Method = Other or Internal Verification, we will need a rule regarding the minimal amount of information required to validate the provider's identity. DOB and Address alone are not enough information. If either of these options are selected, please require at least one additional Verification Type in order to save the form. If there is not at least one additional Verification Type, the user should receive an error - Please add an additional Verification Type.
MMFV-2806	Distribution List Spreadsheet Upload	New	Please add a grid (above the Address child doc) to the Notification form to list all of the individuals on each distribution list. This will be a spreadsheet upload including the following columns: Name, Company/Agency, Title, and Email Address.
MMFV-2803	Move Notification Method Field	Existing	Please move the Notification Method field to just below the Date of Notification Field.
MMFV-2793	Due Date - ST Case Form	New	Please remove the Due Date field from the ST case form.
MMFV-2791	Web Service > SN Outcome - Cost Savings Web Services	New	Similar to the way that the Annual Total grid will populate using web services, we would like to use web services for the Cost Savings outcome for SN cases.
MMFV-2769	AUD-MCE - TCN Form	New	Please remove the TCN form from the AUD-MCE case type.

MMFV-2742	Address Child Doc - County Field	Existing	<p>Please add a field for County in the Address child doc. This field will use the same picklist as the County of Residence picklist. This new County field should also be included in the Quick Search.</p> <p>Additionally, please add a read-only field for Region after the County field. The Region field should be linked to the County - the System Administrator should have the ability to edit the Region field in the Settings similar to the Legislative Authority read-only field.</p>
MMFV-2738	Criminal Charges Form - Ability to Delete for only System Admin Role	New	<p>When a ST case is escalated to a SN case, please only allow the System Administrator role the ability to delete the Criminal Charge form that was copied into the SN case. Non-System Administrator users should only be allowed to edit this form.</p>
MMFV-2688	Web Service > PIV - Complaint Triage to Use Web Services	New	<p>We would like the PIV Complaint Triage section to use web services to pull in the claim information for the following fields:</p> <ol style="list-style-type: none"> <li>1. Total FFS Payments.</li> <li>2. Total Encounter Payments.</li> <li>3. Total Provider Payments.</li> </ol>
MMFV-2687	New User Roles	New	<ol style="list-style-type: none"> <li>1. Break the Manager/Lead Staff field into two roles with the same permissions. The two roles will be named the following: <ol style="list-style-type: none"> <li>a. Manager and</li> <li>b. Lead Staff.</li> </ol> </li> <li>2. Add Executive as a user role for the same permissions as the Manager and Lead Staff Roles.</li> </ol>
MMFV-2574	DMI Scenario - Check for Existing Investigation	New	<ol style="list-style-type: none"> <li>1. For providers identified in a DMI scenario, we will need the ability to check this list against all open INV/ST/SN cases. The DMI would be merged based on the sub status of the open INV/ST/SN case.</li> <li>2. Additionally, the INV cases created from the DMI upload should be automatically assigned to the appropriate manager based on provider type/region.</li> </ol>

MMFV-2573	Sub Statuses Created Automatically Based on the Outcome/Activity/To-Do Created	New	<p>Build logic, based on the creation of an outcome, activity or the creation of a to-do, into the system for Sub Statuses to be automatically set. This will require MDHHS to discuss internally for each case type and Sub Status.</p> <p>Two examples of this logic are as follows:</p> <ol style="list-style-type: none"> <li>1. When the user creates a To-Do for Manager Approval, the case Sub Status should automatically update to Pending Manager Approval.</li> <li>2. When the user creates an outcome for Recoupment, the case Sub Status should automatically update to Pending Recoupment.</li> </ol>
MMFV-2571	Required Manager Approvals for New Employees vs. Veteran Employees	New	<p>Build logic into the system to allow for users to be flagged as New Employees. The system will require all forms submitted by the new employee to be approved by the user's manager, in order for the case to be closed.</p> <p>The New Employee flag could be a check box in the User settings. If this check box is selected, then we would like the To-Do for Manager Approval to appear within each Activity form in that user's cases.</p>
MMFV-2569	PIV Case Number in Complaint(s) Grid	Existing	<p>Please add the PIV Case Number to the Complaint(s) Grid on the INV case form. The case number shall be displayed as a link. When a user clicks on the PIV case number they will be redirected to the corresponding PIV case form view.</p>
MMFV-2568	Prepayment Review Outcome	New	<p>On the Prepayment Review Outcome, please rename the Party field to Provider Name. This field should populate all suspects associated to the case.</p>
MMFV-2566	PIV - Active MFCU - Default to MFCU	Existing	<p>For PIV cases, if the outcome = Active MFCU, please default the Referral Agency field to MFCU.</p>
MMFV-2565	MCE/Audit Vendor/Government Agency - Remove Fields from Grids	Existing	<p>Please remove all phone number fields, email address fields, and the address child document from the following party types: MCE, Audit Vendor, and Government Agency.</p>
MMFV-2564	Team Hierarchy required	New	<p>Please list the user's team hierarchy at the top of the list of users for the Assign Escalated Case To field.</p>
MMFV-2563	PIV - Add Record Review Form	New	<p>Please make the Record Review form available for PIV cases.</p>



MMFV-2562	Rich Text Boxes - Expand and Widen	Existing	<p>Please allow the rich text boxes to expand their height so the user can see their entire input.</p> <p>Additionally, please make all rich text boxes as wide as possible on each form.</p>
MMFV-2518	Forms Dropdown	New	<p>Instead of having the Forms drop down on the case form, please add Forms as its own tab and remove the tab for All. The Forms tab would be the first tab listed under Activities. When Forms is selected, please add a button for "Add Form" directly below the Form grid. When this button is selected, a form will open and the user will have an option to pick which form to create (just like the Outcomes). This field would be a picklist called Form Type and would be case type dependent for the options listed. For example, INV cases would have Data Analysis, Interview, etc. and when the user selects the form in the picklist, the fields from that form will populate below.</p>
MMFV-2484	Existing Case Search - Results	New	<p>For the existing case search, please add the suspect names and ID to the search results.</p>
MMFV-2478	Audit Vendor Party Form	New	<p>Please remove Company Name and Agency Name from the Audit Vendor party form.</p>
MMFV-2460	Sanction Providers Field + Sanction Target Name picklist changes	New	<p>The field Sanction Providers should populate all parties with a role = Suspect.</p> <p>The field Sanction Target Name should populate all parties with a role = Suspect.</p>
MMFV-2458	Provider/Facility Field	New	<p>Please rename the Provider/Facility field to Provider.</p>
MMFV-2457	Recoupment Outcome - Overpayment Reason	New	<p>The correct spelling for the Over Payment Reason field is Overpayment Reason.</p>
MMFV-2456	Government Agency Type = Local	New	<p>When Government Agency Type = Local, default to Government Agency Name to Other and then we will use the Other text box to document the local government name.</p> <p>Please also switch the order of the fields for Government Agency Name and Government Agency Type - Type should be before Name.</p>
MMFV-2455	Field Work Type Field	New	<p>Please remove the field for Field Work Type in the Field Work form.</p>
MMFV-2454	Facility Business Status Field	New	<p>Please rename the Facility Business Status to Enrollment Status.</p>

MMFV-2453	Defense Attorney Field	New	The Defense Attorney field should populate Party Type = Attorney and Attorney Type = Provider Defense Attorney.
MMFV-2452	Charging Attorney Field	New	The Charging Attorney field should populate Party Type = Attorney and Attorney Type = Prosecutor.
MMFV-2448	Interview Format = In Person	New	On the Interview form, if Interview Format = In person, show the Location field. The Location field should include a list of all facility providers and Other with an Other Location box.  Additionally, a field for Location Address should show under Location and it should be a picklist of the addresses associated to the facility provider (or a text box if Other is selected).
MMFV-2446	Interview Format Field	New	On the Interview form, please move Interview Format to after End Time.
MMFV-2444	Files - Remove Fields	Existing	Please remove the Letter Type and Letter Date fields from the File upload screen.
MMFV-2443	Appeal Form - Settlement Amount	New	The Settlement Amount field should only show if Action Appealed = Recoupment.
MMFV-2441	Appeal Form - Appealed Date	New	Please rename the Appealed Date to Date Provider Requested Appeal.
MMFV-2438	Appeal Form - Defendants Field	New	Please rename the Defendants field to Party and move this field to after Docket Number.
MMFV-2431	AUD-Vendor - Associated Facilities	New	For AUD-Vendor cases only, please remove the field for Associated Facilities on the Appeal form.
MMFV-2430	AUD-Vendor - Amount Appealed	New	For AUD-Vendor cases, the Amount Appealed on the Appeal form should be the sum of all Mis-Payment Amount fields for each TCN selected.
MMFV-2429	AUD-Vendor - Request Section	New	Please rename the Request section in the AUD-Vendor cases to Scenario Request.
MMFV-2428	AUD-Vendor - Hearing Formats	New	If Hearing Type = In-Person, a text box should appear for Hearing Location. This should be for all case types that use this form.
MMFV-2427	AUD-Vendor - Action Appealed	New	For AUD-Vendor cases, please default the Action Appealed field to Recoupment.
MMFV-2424	TCN Form - Approved Date	Existing	When the Approved field on the TCN form is selected as Yes, auto populate the Approved Date to the current date.
MMFV-2422	VSV - Denied Outcome Email	New	For VSV cases with a Denied outcome, please allow the system to automatically send an email to the case creator when the case is closed with this outcome. In the email, include the reason for denial.

MMFV-2421	VSV Case Header - Cycle Number	New	Please add the Cycle number to the header of VSV cases.
MMFV-2420	VSR Capture and Case Form	Existing	Please move the Policy and Supporting Regulations field to after the Proposed Review Process field.
MMFV-2418	MCP Copying - Comments Field	Existing	When copying an MCP case, the Comments field should not copy over.
MMFV-2416	Facility Ownership - EIN/TIN	Existing	Please rename ENI/TNI in the Facility Ownership form to EIN/TIN.
MMFV-2414	Provider Enrollment History	New	Please add fields for Enrollment Type, Remark, and Modified Date to the Provider Enrollment History form.
MMFV-2395	Legislative Authority Read Only Field	New	<p>Please add a read-only field under the Legislative Authority picklist that will populate with the actual law, regulation or policy language selected from the picklist.</p> <p>Since this field will have rather lengthy information, our System Administrator can input these values in the Settings after we are in production. Therefore, I will not be adding this to the picklist spreadsheet.</p>
MMFV-2392	DMI - Data Elements	New	Can we hide the Data Elements section for now? We are contemplating removing this field.
MMFV-2382	PR Case Type	Existing	<p>The PR case type should have one outcome available - Policy Recommendation. This outcome will include all fields from the INV Policy Recommendation outcome. The Medicaid Policy Chapter field should auto populate with the Medicaid Policy Chapter that was used in the PR case capture.</p> <p>Because there will now be an outcome for this case, please remove the following three fields from the PR case form:</p> <ol style="list-style-type: none"> <li>1. Recommendation Made?</li> <li>2. Recommendation Details.</li> <li>3. Comments Submission Date.</li> </ol>
MMFV-2360	Draft Cases	Existing	When a case is saved as a draft, the only way to find it is to use the Quick Search feature. Add a tab for Draft Cases in the case queue, after Closed, would be helpful to quickly navigate to these cases.
MMFV-2359	VSV Case Header	New	Please add the VSR Case Number as a field in the VSV case header.
MMFV-2358	SAS/EFDS Name Change	New	Please change the name of the SAS/EFDS tab to Alerts.

MMFV-2356	VSV Manual Case Creation	New	Sometimes a VSV case will be created manually instead of through the Selection List upload. When this occurs, the VSR Case Number field should be a picklist of all open/new VSR cases. This should then populate all of the information from the VSR cases into the capture form - otherwise this will need to be manually entered and could cause inconsistencies between the two related cases.
MMFV-2355	Related Cases Grid	Existing	In the Related Cases grid: 1. Add the Case Owner and Case Status as new columns. 2. Include the Outcome in the Related Cases grid as well. 3. If there are multiple outcomes, please show all with the most recent listed first.
MMFV-2354	Case Edit Mode	Existing	When a user is in edit mode, the case should stay in edit mode until the case form has been saved. For example, if I edit a party and save the form, I am returned to the case form in read only view. I should instead be returned to the case form in edit mode. Otherwise, the case will not be locked as being edited and another user could make changes in the time it takes to return to edit mode after making changes.
MMFV-2353	Case Sub Statuses	New	In the case header, the case sub status should show next to the case status in parenthesis, rather than on a different line. Use the same font size/text/color etc. as the status for the sub status.
MMFV-2352	Case Header Field Labels	New	The following changes should be made to the Case Header: 1. Change the Party Name Field to Suspect Party. a. For MCP cases, change the name to MCE name. b. If there are multiple parties in the Suspect Party field, there should be one party per line. 2. Remove the ID from the Suspect Party field. a. If there is more than one party with the same name, collapse into one row.
MMFV-2351	Case Capture - Remove New	Existing	Please remove the New below the header of New Capture in the case capture forms. See the attached screenshot.

MMFV-2346	No Cancel Button in Email Details	New	<p>After I send an Email, if I click on the email in the grid to get more information, the cancel button disappears. See the attached screenshots.</p> <p>Additionally, instead of the Count column in the Email grid, change this to a column for who the email was sent to (list all names).</p> <p>Please also list out each email as its own item in the grid instead of using the Count.</p>
MMFV-2344	Field Character Limits	New	<p>If a rich text box has a 4000-character limit, a counter shall show for the user. For example, as a user types, the counter would show the number of characters used out of the total (i.e. 400 characters used of 4000, etc.)</p>
MMFV-2342	Case Queue Changes	New	<p>The Case Queue should have the following changes:</p> <ol style="list-style-type: none"> <li>1. Users should be able to filter to certain case types in the grid.</li> <li>2. Change "Only Others" to "Only My Team" and populate all cases associated to that user's team hierarchy (manager/lead staff, staff/case owner, admin support).</li> <li>3. Change the Date Created field to Case Age.</li> <li>4. Change the default sort to descending Case Age.</li> <li>5. Add a column for Sub Status in the Open case tab.</li> <li>6. In "Only Mine" remove the Case Owner column.</li> <li>7. Default to view to Open, Only Mine.</li> <li>8. In "Closed" add a column for Closed Date.</li> <li>9. Add To-Dos as an option next to Closed to allow a user to filter to To-Dos assigned to them.</li> <li>10. Add an option under Document Library called Hyperlinks. Allow the System Administrator access to add any useful website to this section.</li> </ol>
MMFV-2338	Escalate Pop-Up for New Case Owner	New	<p>There is currently no safeguard if the user accidentally selects the Escalate button - the old case is closed and the new case type is created. To help with this, please add a pop up when the Escalate button is selected that includes a required field</p>

			called Assign Escalated Case To: and populate all i-Sight users in that user's team hierarchy (manager/lead staff, staff/case owner, and admin support).
MMFV-2336	ID Column in Grids	Existing	Please remove the ID column (the i-Sight generated number, not the party associated ID field) from all grids.
MMFV-2327	Case Queue - Case Title Column	New	In the case queue, change the Case Title column to Target and populate the suspects for the case. If there is more than one suspect, show the first added suspect.  If the case does not have a party, like MCP cases, show the MCE Name.
MMFV-2326	Dashboard	New	We would like to use the Dashboard differently based on the following User Roles:  1. For Staff, Case Owner and Lead Staff Roles - Please display the following in a grid: <ul style="list-style-type: none"> <li>a. The Pending To-Dos assigned to the user.</li> <li>b. The Open cases assigned to the user.</li> <li>c. Default the sort on the Case Age, oldest first.</li> </ul> 2. For Manager Roles - Please display the following in a grid: <ul style="list-style-type: none"> <li>d. The PIVs assigned to the user.</li> <li>e. A count of Open cases by user on the Manager's team.</li> <li>f. Pending To-Dos assigned to the user.</li> <li>g. A count of Pending To-Dos by user on the Manager's team</li> </ul> 3. For Executive Role - Please display the following in a grid: <ul style="list-style-type: none"> <li>h. The Pending To-Dos assigned to the user.</li> <li>i. A count of Open cases by Manager (could this field be un-collapsible to who the count by Manager's staff).</li> <li>j. A count of PIVs by manager.</li> </ul>
MMFV-2325	Email These People Picklist	New	Please alphabetize the Email These People picklist in the Email form.
MMFV-2322	Party Form - Duplicated Fields	Existing	From the Party form, please remove the following: <ul style="list-style-type: none"> <li>1. Primary Address,</li> <li>2. DEA Number,</li> <li>3. Provider Start Date, and</li> </ul>

			<p>4. Provider End Date. These fields are accounted for in the Party form grids and are therefore duplicated.</p>
MMFV-2318	Data is Not Saved Pop-up Option	New	<p>Currently there is no safeguard against users exiting forms without saving. Adding a pop-up that states "Your data has not been saved. Would you like to continue?" would be helpful if the user attempts to go back to the case overview, to a different form, etc. prior to saving their data.</p>
MMFV-2317	Interview Form - Interviewer Field	New	<p>Regarding the Interview Form, please change the following:</p> <ol style="list-style-type: none"> <li>1. The name of the Interviewer field to Primary Interviewer.</li> <li>2. Add a multi select picklist below this field called Interview Team.</li> <li>3. The Interview Team field should populate all i-Sight users and be a non-mandatory field.</li> </ol>
MMFV-2281	Templates are not displaying Party information in the proper order	Existing	<p>During QA Ian noticed some inconsistencies in how party information was being displayed in the generated Templates.</p> <p>Further investigation revealed this has been addressed by: ITPL-1685.</p> <p>Additional reference: <a href="https://i-sight.atlassian.net/browse/OLHI-279">https://i-sight.atlassian.net/browse/OLHI-279</a>.</p>
MMFV-2043	Files Added to Closed Cases	Existing	<p>When a file is added to a closed case, there is not an option to then delete the file, only the option to edit the file. Files added after a case was closed should be able to be deleted in the event that they were added by error.</p>
MMFV-2041	State Employee Types Picklist	New	<p>Related to MMFV-846.</p> <p>The current picklist options for State Employee Type are also picklists of their own. For example, Hearings Officer has a picklist. Please add another picklist field below State Employee Type for each option in the picklist: Policy Specialist, MFCU Agent, OIG-ED Agent, and Hearings Officer. In the Settings for these 4 picklists, add the same fields and functionality as the State Employee Type settings, contact information and the ability to auto populate when the option is selected.</p>

MMFV-2035	Notification Form > new field > sanction provider email addresses	New	<p>On the Notification form, please make the following changes:</p> <ol style="list-style-type: none"> <li>1. Add a read only field that will display the email addresses associated to the selected provider(s).</li> <li>2. If Notification Method = 'Email' displays the following read-only field directly below Sanction Provider: <ol style="list-style-type: none"> <li>a.   Field Name  Field Type  Mandatory  Notes  </li> <li>b.  Provider Email(s): Text field N/A - read only Show if Notification Method = 'Email'</li> </ol> </li> <li>3. Display email address(es) of all Sanction Provider parties selected. <ol style="list-style-type: none"> <li>a. Use semicolon (;) delimiter for multiple email addresses.</li> <li>b. If 1 Sanction Provider selected: "sanction@som.com"</li> <li>c. If 2 Sanction Providers selected: "sanction@som.com;provider@gmail.com"</li> </ol> </li> </ol>
MMFV-1801	SOM Look and Feel - External Web Intake Form	New	<p>The External Web Intake Form meets the following SOM Look and Feel requirements:</p> <ol style="list-style-type: none"> <li>1. Branding Bar. <ol style="list-style-type: none"> <li>a. Branded background color, hex #505060, with white text.</li> <li>b. 20-30% of left real-estate cleared.</li> <li>c. MI.gov branding on right.</li> <li>d. Responsive menu on left for phone and tablet portrait.</li> </ol> </li> <li>2. Banner Header. <ol style="list-style-type: none"> <li>a. Banner background image provided/approved by eMichigan.</li> <li>b. Banner image matches agency website.</li> <li>c. Banner Header links to application home and includes alt text on logo.</li> <li>d. Appropriate size.</li> <li>e. Appropriate favicon if used.</li> <li>f. The asterisk symbol (*) = required field.</li> <li>g. Key visible and * asterisk is</li> </ol> </li> </ol>



			<p>placed before each label with required input. ADA compliant Hex #A94442.</p> <ol style="list-style-type: none"> <li>3. Primary Display Area. <ol style="list-style-type: none"> <li>a. Application is responsive and displays correctly at all resolutions/breakpoints.</li> <li>b. No horizontal scroll.</li> <li>c. Main information above the fold.</li> <li>d. Consistent look with parent site.</li> <li>e. Optional main navigation horizontal or vertical but not both.</li> <li>f. Consistent field label names, no typos, clear instructions.</li> <li>g. Contains appropriate body gutters.</li> </ol> </li> <li>4. Footer. <ol style="list-style-type: none"> <li>a. Includes required four links on line one.</li> <li>b. Contains the appropriate footer area gutter.</li> <li>c. Includes correct copyright statement on last line.</li> </ol> </li> <li>5. Responsive Design. <ol style="list-style-type: none"> <li>a. Elements respond accordingly for tablet and phone.</li> <li>b. Logos and Branding.</li> <li>c. Vendor logos and advertising not included.</li> </ol> </li> </ol> <p>Website Reference is:  <a href="http://www.michigan.gov/emichigan/0,4575,7-112-10666---,00.html">http://www.michigan.gov/emichigan/0,4575,7-112-10666---,00.html</a></p>
MMFV-1718	External Web Form	New	See the attached spreadsheet for the fields that will be in the external web form(s). The red fields will be required (some of the i-Sight required fields are not required in the web form). We anticipate that we will need a separate call/conversation regarding this spreadsheet.
MMFV-1543	Enhanced Time Tracking ability	New	User will be able to enter additional field information for time tracking and/or reporting needs.  (i.e. Number of hours invested by agents)

MMFV-1542	Web Service > INV > Data Analysis Form > Annual Total web service lookup	New	We would like the Annual Total grid to use web services through a macro that we would create. The macros would differ based on the Data Analysis Type selected by the user.
MMFV-1364	Allow collapsible subsections in child form (and party)	New	Allow each section in the Recoupment Outcome to collapse and expand (default to all collapsed).
MMFV-1175	Case Age in Case Header displayed as XX (Days)	New	In older screenshots the case age is calculated, after the number of days, in parenthesis as (x Weeks x Days). Could we get this calculation back preferably as (x Months x Days)?  Ex: AS-IS: 2 (Days) TO-BE: a. 2 days (0 Months 2 Days) b. 60 days (2 Months 0 Days)
MMFV-1147	Outcome = Active MFCU + Referral > Autofill demographic fields base on MFCU Liaison choice	New	<ol style="list-style-type: none"> <li>1. As a user when selecting MFCU Liaison in Outcome form the demographic fields associated with that MFCU Liaison shall be auto-populated on the Outcome form: <ol style="list-style-type: none"> <li>a. Referral Email Address.</li> <li>b. Referral Phone Number.</li> </ol> </li> <li>2. Only when MFCU is the Referral Agency, remove the following fields from this Outcome form: <ol style="list-style-type: none"> <li>a. Referral Contact First Name.</li> <li>c. Referral Contact Last Name.</li> </ol> </li> <li>c. Referral Address.</li> <li>d. Referral City.</li> <li>e. Referral State.</li> <li>f. Referral                      Zip                      Code.</li> <li>3. Affected Case Types and respective Outcome Types: <ol style="list-style-type: none"> <li>a.   Case Type  Outcome Type  </li> <li>b.                       Preliminary Investigation Active MFCU </li> <li>c.                       Preliminary Investigation Referral </li> <li>d.                       Investigation Referral </li> <li>e.                       Audit Referral </li> </ol> </li> <li>4. Create MFCU Liaison Table in Settings. Includes above mentioned MFCU Liaison Referral fields: <ol style="list-style-type: none"> <li>a. MFCU Liaison.</li> <li>b. Email Address.</li> <li>c. Phone Number.</li> </ol> </li> </ol>

MMFV-863	INV - EFDS form	New	<ol style="list-style-type: none"> <li>5. Data Upload from SAS will result in automated creation of EFDS form (Investigation child form):       <ol style="list-style-type: none"> <li>a.   Field Name  Field Type  Mandatory  Special Notes  </li> <li>b. EFDS Scenario Name Text Field no SAS Integration field </li> <li>c.  EFDS Scenario Description Text Field no SAS Integration field </li> <li>d.  EFDS Scenario Level Number no SAS Integration field </li> <li>e.  EFDS Scenario Weight Number no SAS Integration field </li> <li>f.  EFDS Scenario Severity Text Field no SAS Integration field </li> <li>g.  EFDS Scenario Violations Text Field no SAS Integration field            <ol style="list-style-type: none"> <li>i. EFDS forms shall remain read-only for all user.</li> <li>ii. EFDS forms shall be displayed under the "Activity" tab &gt; "Forms" sub tab.</li> <li>iii. The "Forms" sub tab, when directly clicked, will display a dropdown picklist containing the "EFDS" form option.</li> </ol> </li> </ol> </li> <li>6. Acceptance Criteria       <ol style="list-style-type: none"> <li>a. EFDS form is available only for Investigation case type.</li> <li>b. Based on the field specifications.           <ol style="list-style-type: none"> <li>i. Fields are displayed in the correct order.</li> <li>ii. Field names and types are correct</li> </ol> </li> </ol> </li> <li>7. EFDS forms are accessible as follows:       <ol style="list-style-type: none"> <li>a. Under the "Activity" tab &gt; "Forms" sub tab &gt; "EFDS" picklist option.</li> <li>b. Under the "Activity" tab &gt; "Forms" sub tab &gt; "All" picklist option.</li> <li>c. Under the "Activity" tab &gt; "All" sub tab.</li> </ol> </li> </ol>
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MMFV-841	BRD 3.53.3 - Integration - Creation of INV cases from SAS	New	3.35.3 BRD
MMFV-615	Ability to make an Associated Provider child of child record a Party in same case	New	Request from client to have the ability to promote a child of the party record (Associated Provider) into a Party record (Facility Provider or Individual Provider) in the same case. Copy function? {color:#d04437}Needs discussion with Michael.{color}

**IV. TERMS AND CONDITIONS**

The terms and conditions of this SOW CCN are associated to the established Contract Number 071B2200299 for the State of Michigan.

**V. Payment Schedule**

Payment will be made on satisfactory acceptance of each of the 2 Milestones. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State’s satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

**VI. PROJECT PLAN**

Tasks & Deliverables	Requirements	Anticipated Start Date	Anticipated Completion Date	Contractor Staff	Role	Hours	Rate	Total	Acceptance / Signoff	Total Payment
Milestone I Go Live Enhancements (P1/P2/P3)	Project Plan UAT Changes Production Changes									\$90,000
Task I Planning	Project Plan Schedule	7/10/2017	7/14/2017	Project Manager	Prepare Project Plan Prepare Project Schedule	22	\$187.50	\$4,125	State PM & Project Sponsor	
Task II Analysis	Business Requirements Documentation	7/10/2017	7/21/2017	Business Analyst	Document Requirements Develop Stories	80	\$187.50	\$15,000	State PM & Project Sponsor	

Task III	Functional Design Document Consistent with SOM Supplied EASA Drawings Install Guide with Installable Software for UAT	7/10/2017	7/24/2017	System Architect	Design Interfaces Configure Enhancements	330	\$187,500	\$61,875	State PM & Project Sponsor	
Development	UAT Approved Software Satisfying the JIRA Requirements Listed									
Task IV	Assist SOM in creating Test Approach, Test Plan, and Test Cases Documentation	7/10/2017	7/30/2017	QA Lead	Design Testing Approach System Test	40	\$187,500	\$7,500	State PM & Project Sponsor	
Task V	Deployment of Accepted Environment to Production	9/25/2017	9/26/2017	Infrastructure	Deployment Team	8	\$187,500	\$1,500	State PM & Project Sponsor	
Task VI	Warranty Support of Install Software	9/27/2017	11/27/2017	Support	Support				State PM & Project Sponsor	
Task VII	Migration of Data	9/27/2017	11/27/2017	Infrastructure	Migration Plan, Mapping and Validation				State PM & Project Sponsor	
Milestone II	Project Plan UAT Changes Production Changes									\$178,500
Task I	Project Plan Schedule	12/1/2017	12/15/2017	Project Manager	Prepare Project Plan Prepare Project Schedule	38	\$187,500	\$7,125	State PM & Project Sponsor	
Task II	Business Requirements Documentation	12/1/2017	12/30/2017	Business Analyst	Document Requirements Develop Stories	142	\$187,500	\$26,625	State PM & Project Sponsor	
Task III	Functional Design Document Consistent with SOM Supplied EASA Drawings Install Guide with Installable Software for UAT	12/1/2017	3/13/2018	System Architect	Design Interfaces Configure Enhancements	686	\$187,500	\$128,625	State PM & Project Sponsor	
Development	UAT Approved Software Satisfying the JIRA Requirements Listed									

Task IV Testing	Assist SOM in creating Test Approach, Test Plan, and Test Cases Documentation	2/15/2018	3/14/2018	QA Lead	Design Testing Approach System Test	74	\$187,500	\$13,875	State PM & Project Sponsor
Task V Deployment	Deployment of Accepted Environment to Production	3/14/2018	3/15/2018	Infrastructure	Deployment Team	12	\$187,500	\$2,250	State PM & Project Sponsor
Task VI Warranty	Warranty Support of Install Software	3/15/2018	6/1/2018	Support	Support				State PM & Project Sponsor
<b>TOTAL</b>									<b>\$268,500</b>



# 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 **4**

to

Contract Number **071B2200299**

<b>CONTRACTOR</b>	CUSTOMER EXPRESSIONS CORP.
	940 Belfast Road, Suite 201
	Ottawa, ON K1G 4A3
	Joe Gerard
	613-244-5111
	jgerard@customerexpressions.com
	*****1409

<b>STATE</b>	<b>Program Manager</b>	Kemal Tekinel	DTMB-IT
		517-241-5779	
		TekinelK@michigan.gov	
	<b>Contract Administrator</b>	Simon Baldwin	DTMB
		(517) 284-6997	
		baldwins@michigan.gov	

CONTRACT SUMMARY			
CASE MANAGEMENT SYSTEM SOFTWARE FOR DHS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 31, 2012	August 30, 2017	2 - 1 Year	August 30, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 30, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,180,000.60	\$0.00	\$2,180,000.60		

DESCRIPTION
Effective April 14, 2017, the Program Manager has changed to Kemal Tekinel and the Contract Administrator has changed to Simon Baldwin. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 3**  
 to  
**CONTRACT NO. 071B2200299**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Customer Expressions Corp 940 Belfast Road, Suite 201 Ottawa, Ontario K1G 4A2	Joe Gerard	jgerard@customerexpressions.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(613) 244-5111	1409

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Kim Crawford	(517) 373-4530	crawfordk5@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	barronj1@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Case Management System Software for DHHS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 31, 2012	August 30, 2017	(2) 1-Year Options	August 30, 2017
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 30, 2017
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$2,058,000.00		\$121,500.60	\$2,180,000.60	

**DESCRIPTION:**

Effective July 5, 2015, the following amendment is hereby incorporated into the Contract per attached Statement of Work. This is a change of scope. Also effective July 5, 2015, this Contract is hereby increased by \$121,500.60. Please note, the Contract Administrator has been changed to Jarrod Barron. Also please note, the Program Manager has been changed to Kim Crawford. All other terms, conditions, specifications, and pricing remain the same, per Contractor and Agency agreement, and DTMB Procurement approval.





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

<b>Project Title:</b> I-Sight Case Management Software	<b>Period of Coverage:</b> 8/3/2015 – 08/30/2017
<b>Requesting Department:</b> MDHHS – Office of Inspector General (OIG)	<b>Date:</b> 5/18/2015
<b>Agency Project Manager:</b> Nick D’Isa	<b>Phone:</b> (517)284-6920
<b>DTMB Project Manager:</b> Kim Crawford	<b>Phone:</b> (517) 373-4530

**Brief Description of Services to be provided:**

Contract Change Notice (CCN) to the Customer Expressions contract 071B02200299 to modify scope of work for the time period of 08/03/2015 - 08/30/2017 for licensing, hosting, and contractual service support for the Michigan Department of Health & Human Services (MDHHS) I-Sight software. The current contract states the application and database will be hosted in Canada. To remediate legal issues around hosting PHI and CJI outside of the State of Michigan, this contract change notice is requesting changes to the Statement of Work.

**BACKGROUND:**

The Office of Inspector General (OIG) annually recovers over \$1.5 million from investigations of Medicaid fraud, waste, and abuse. To automate the investigation process, MDHHS-OIG has implemented the I-Sight case management software.

Customer Expressions Corp, Contract 071B02200299, is contracted to host, implement, maintain and support the I-Sight Application for the MDHHS-OIG. MDHHS-OIG will use the I-Sight application to track and enforce Medicaid Fraud, Waste, and Abuse. Tracking and enforcement

involves investigating Medicaid data from many health care resources and, at times, involves investigating Criminal Justice data from the Michigan State Police (MSP) Law Enforcement Information Network (LEIN). As a result, Personal Health Information (PHI) and Criminal Justice Information (CJI) will be stored in the I-Sight application database.

#### **PROJECT OBJECTIVE:**

- The i-Sight application shall be implemented by Customer Expressions on SOM servers. Development/Test environment will be hosted in Ottawa; Quality Assurance, and Production environments will be hosted within State of Michigan's network. The Contractor will provide I-Sight Software and setup on State of Michigan (SOM) Quality Assurance (QA) and Production Hosting Environments.
- The software shall either meet the requirements out of the box without modification or the Contractor shall modify their software to ensure full compliance with the requirements mentioned below.
- I-Sight will provide better tracking of all steps in the investigation case lifecycle and improve reporting capabilities.
- Modify I-Sight System Access per user and add requirements addressing the Health Information Portability and Accountability Act (HIPAA) and Criminal Justice data access. This change will be effective for the remainder of the contract, which is end dated for 6/30/2017.

#### **SCOPE OF WORK:**

Per Contract 071B2200299;

1. Modify Section A, titled Setup and Configuration to include the following deliverables:
  - Assist DTMB SOM staff with the setup and configure of I-Sight application on the SOM Quality Assurance and Production Hosting Environments.

-See deliverables below
2. Remove I-Sight Ad Hoc Report Writing Workshop, Word Document Templates, and Limited Service Level Warranty.
3. Modified DTMB Project Manager
4. Add HIPAA Business Associate Agreement Addendum per Exhibit B found below

#### **TASKS:**

Technical support is required to assist with the following tasks:

#### **Set-up and Configuration**

The Contractor shall configure a beta application in which application beta-testing will be conducted, and subsequent changes made to the application.

The Contractor shall assist the SOM in setting up Quality Assurance and Production hosting environments.

### **Deliverables**

- The SUITE Enterprise Architecture Solution Assessment Document.
- Functioning i-Sight application and system interfaces on the Quality Assurance server.

The Contractor shall provide Web-based training for System Administrator(s) and “Train-The-Trainer”.

### **Deliverables**

- Successful completion of configuration of i-Sight in accordance with the BA “Business Requirements Document” developed during the Business Analysis and Process Mapping phase of the project.
- Successful testing of the configured i-Sight application
- Operations manual

### **Business Analysis and Process Mapping**

Customer Expressions will provide a Business Analyst who will map business process; complete documentation of process and requirements; complete user acceptance testing. The process map will then be used to document the field level specification.

### **Deliverables**

- Develop project schedule detailing projects tasks
- Business Requirements Document - A detailed Business Requirements document will be elicited & developed by Supplier and signed off by the State.  
Input to this document will come from the Business Requirements supplied in the SOW as well as joint sessions with Supplier and the SOM to provide additional details, clarification and any modification to the SOM’s requirements.

## **Integration to External Databases**

The Contractor shall perform integration to the following external databases using the Web Services standard interface:

Data Warehouse (includes MMIS, NPES, and SAS)

### **Deliverables**

- Data Feed Mapping Documentation - Supplier will work with the DHHS-OIG to map data from one system to i-Sight and vice versa. This will be done for each system that requires integration.
- System Integration Testing

## **i-Sight Ad-Hoc Report Writing Workshop**

The workshop provides a customized report writing program conducted via web conference.

### **Deliverables**

- Workshop training materials – includes a PowerPoint slide deck and notes describing basic functions within the reporting tool
- Delivery of training services – one day web based training for up to 8 attendees that will include an overview of the reporting tool.
- i-Sight Operations Manual

## **Word Document Templates**

The Contractor will embed Word document templates into the i-Sight Case Record to provide auto-field population from pre-defined fields within the application.

## **Implementation**

The Contractor shall work with SOM DTMB staff to setup the application in the production environment once beta-testing and subsequent changes have been implemented. The application's go-live date in production will constitute the commencement of the performance warranty period.

### **Deliverables**

- Functioning i-Sight application and system interfaces on the Production Server.
- Successful go-live of the application in production.
- The Contractor shall complete an Information System Security Plan and Risk Assessment

(DTMB-170) and submit to SOM DTMB, Michigan Cyber Security (MCS) and DHHS Information Security Officer. The DTMB-170 document is considered complete when the DTMB MCS and DHHS Information Security Officers sign the document, which indicates approval.

### **Limited Service Level Warranty**

Application update service - As part of the limited 120 days warranty, the Service Provider shall provide to the Customer:

Corrections for problems that the Service Provider diagnoses as defects in a currently supported version of the SOM Hosted Application.

### **Optional Services to be Provided:**

Optional services will be made available by completing a purchasing request form with the IT Procurement Office to amend the Purchase Order.

- Word Document Templates- The Contractor will embed Word document templates into the i-Sight Case Record to provide auto-field population from pre-defined fields within the application.
- Deliverables- Templates that can be accessed and automatically generated via the i-Sight case file. 5 Template letters and 1 Case Summary Report are estimated.
- Customization Requests Over and Above Standard i-Sight Configuration- Any requests over and above the functionality captured within the Business Requirements Document will be quoted on a fixed price basis as the work is requested.
- Web Conference Training Course- The Contractor can provide additional training courses beyond what is required in the Contract.
- On-Site Training Course- The Contractor offers on-site end user training courses. Trainers are ready to deliver a half-day course. The class size is limited to 10 participants.

### **ACCEPTANCE CRITERIA:**

Per contract 071B2200299 Agreement

### **PROJECT CONTROL AND REPORTS:**

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

- Hours: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.

- Accomplishments: Indicate what was worked on and what was completed during the current reporting period.
- Funds: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

#### **ADDITIONAL SECURITY AND BACKGROUND CHECK REQUIREMENTS:**

In addition to the procedures in Section 2.091 of the original Contract, a state of residency and national fingerprint-based record check shall be conducted prior to assignment with the Office of Health Services Inspector General (OHSIG) including all personnel and/or contractors who have access to criminal justice information and/or have direct responsibility to configure or maintain computer systems used by the OHSIG.

An RI-8 Fingerprint Card shall be completed at the contractors cost and mailed directly to the OHSIG for processing with the Michigan State Police and National Crime Information Center.

The contractor must meet and maintain compliance with all requirements of the Criminal Justice Information Services Security Policy, as well as the Michigan Addendum to this policy. Policies may be viewed in full at

[www.michigan.gov/lein](http://www.michigan.gov/lein) and

<http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>.

#### **SPECIFIC DEPARTMENT STANDARDS:**

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

Per contract 071B2200299 Agreement

#### **PAYMENT SCHEDULE:**

Per contract 071B2200299 Agreement

Payment will be made on a Satisfactory acceptance of each Deliverable basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices. Per contract 071B2200299 Agreement

**EXPENSES:**

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

**PROJECT CONTACTS:**

*The designated Agency Project Manager is:*

Nick D'Isa

Office of Inspector General Division

3970 Heritage Rd

Okemos, Michigan 48864

(517) 284-6920

DIsaN@michigan.gov

*The designated DTMB Project Manager is:*

Kim Crawford

DTMB Agency Services for MDHHS

Chandler Plaza

300 East Michigan Ave.

Lansing, MI 48933

(517)-373-4530

CrawfordK5@michigan.gov

**AGENCY RESPONSIBILITIES:**

Per contract 071B2200299 Agreement

**LOCATION OF WHERE THE WORK IS TO BE PERFORMED:**

Per contract 071B2200299 Agreement State offices:

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Per contract 071B2200299 Agreement

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

No overtime will be permitted.

This purchase order is a release from Contract Number 071B2200299. This purchase order, statement of work, and the terms and conditions of Contract Number 071B2200299 constitute the entire agreement between the State and the Contractor.

**Exhibit A – Project Pricing**

Table 1: One Time Costs (Base Years)

Section No.	Deliverable	Cost (\$)	Estimated Days	Billing Schedule	Comments
1.401.1	Set-up and Configuration	\$30,000	N/A	Billed on acceptance of the beta application.	This fee includes the configuration of a beta application. Operations Manual, Web-based training for System Administrator(s) and “Train-The-Trainer” is also included in the set-up fee.
1.401.2	Business Analysis and Process Mapping	\$30,000	20	Billed upon acceptance of the Business Requirements Document	Customer Expressions will provide a Business Analyst who will map business process; complete documentation of process and requirements; complete user acceptance testing. The process map will then be used to document the field



					level specification.
1.401.3	Integration to External Databases	\$9,000	6	Payable on SOM's Final Acceptance of i-Sight	Based on Web Integration with Data Warehouse(MMIS, NPES, and SAS)
1.401.6	Implementation	\$30,000	N/A	Payable on SOM's Final Acceptance of i-Sight	This fee includes moving the application into the production environment once beta-testing and subsequent changes have been implemented and accepted, and the system goes live in production.
	Historical Data Migration	\$22,500	15	Payable on SOM's Final Acceptance of i-Sight	Customer Expressions charges \$1,500.00 per day to perform data migration. A per diem rate is applied as the level of effort will vary depending on the complexity of the data migration. Historical data can be migrated into the i-Sight system by providing the data in a text file e.g. MS Excel Spreadsheet or other CSV delineated format. Each column on the Excel spreadsheet or other CSV format must represent a field in the i-Sight application.
	Total One Time Cost (Base Years)	\$121,500	N/A	N/A	N/A

## **Exhibit B - HIPAA BUSINESS ASSOCIATE AGREEMENT ADDENDUM**

This Business Associate Agreement Addendum (“Addendum”) is made a part of the contract (“Contract”) between the Michigan Department of Community Health & Human Services (“Covered Entity”), and Customer Expressions Corporation, (“Business Associate”).

The Business Associate performs certain services for the Covered Entity under the Contract that requires the exchange of information including protected health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the American Recovery and Reinvestment Act of 2009 (Pub.L. No. 111-5). The Michigan Department of Community Health is a hybrid covered entity under HIPAA and the parties to the Contract are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and have the underlying Contract comply with HIPAA.

### RECITALS

- A. Under the terms of the Contract, the Covered Entity wishes to disclose certain information to the Business Associate, some of which may constitute Protected Health Information (“PHI”). In consideration of the receipt of PHI, the Business Associate agrees to protect the privacy and security of the information as set forth in this Addendum.
  
- B. The Covered Entity and the Business Associate intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate under the Contract in compliance with HIPAA and the HIPAA Rules.
  
- C. The HIPAA Rules require the Covered Entity to enter into a contract containing specific requirements with the Business Associate before the Covered Entity may disclose PHI to the Business Associate.

1. Definitions.

a. The following terms used in this Agreement have the same meaning as those terms in the HIPAA Rules: Breach; Data Aggregation; Designated Record Set; Disclosure; Health Care Obligations; Individual; Minimum Necessary; Notice of Privacy Practices; Protected Health Information; Required by Law; Secretary; Security Incident; Security Measures, Subcontractor; Unsecured Protected Health Information, and Use.

b. "Business Associate" has the same meaning as the term "business associate" at 45 CFR 160.103 and regarding this Addendum means [Insert Name of Business Associate]

c. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR 160.103 and regarding this Addendum means the Michigan Department of Community Health.

d. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

e. "Agreement" means both the Contract and this Addendum.

f. "Contract" means the underlying written agreement or purchase order between the parties for the goods or services to which this Addendum is added.

2. Obligations of Business Associate.

The Business Associate agrees to

a. use and disclose PHI only as permitted or required by this Addendum or as required by law.

b. implement and use appropriate safeguards, and comply with Subpart C of 45 CFR 164 regarding electronic protected health information, to prevent use or disclosure of PHI other than as provided in this Addendum. Business Associate must maintain, and provide a copy to the Covered Entity within 10 days of a request from the Covered Entity, a comprehensive written information

privacy and security program that includes security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI relative to the size and complexity of the Business Associate's operations and the nature and the scope of its activities.

c. report to the Covered Entity within 24 hours of any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR 164.410, and any Security Incident of which it becomes aware. If the Business Associate is responsible for any unauthorized use or disclosure of PHI, it must promptly act as required by applicable federal and State laws and regulations. Covered Entity and the Business Associate will cooperate in investigating whether a breach has occurred, to decide how to provide breach notifications to individuals, the federal Health and Human Services' Office for Civil Rights, and potentially the media.

d. ensure, according to 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate regarding such information. Each subcontractor must sign an agreement with the Business Associate containing substantially the same provisions as this Addendum and further identifying the Covered Entity as a third party beneficiary of the agreement with the subcontractor. Business Associate must implement and maintain sanctions against subcontractors that violate such restrictions and conditions and must mitigate the effects of any such violation.

e. make available PHI in a Designated Record Set to the Covered Entity within 10 days of a request from the Covered Entity to satisfy the Covered Entity's obligations under 45 CFR 164.524.

f. within ten days of a request from the Covered Entity, amend PHI in a Designated Record Set under 45 CFR § 164.526. If any individual requests an amendment of PHI directly from the Business Associate or its agents or subcontractors, the Business Associate must notify the Covered Entity in writing within ten days of the request, and then, in that case, only the Covered Entity may either grant or deny the request.

g. maintain, and within ten days of a request from the Covered Entity make available the information required to enable the Covered Entity to fulfill its obligations under 45 CFR § 164.528. Business Associate is not required to provide an accounting to the Covered Entity of disclosures : (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR § 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR § 164.502; (iii) under an authorization as provided in 45 CFR § 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR § 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR § 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5); (vii) as part of a limited data set according to 45 CFR 164.514(e); or (viii) that occurred before the compliance date for the Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by the Business Associate and its agents or subcontractors for at least six years before the request, but not before the compliance date of the Privacy Rule. At a minimum, such information must include:

(i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If the request for an accounting is delivered directly to the Business Associate or its agents or subcontractors, the Business Associate must forward it within ten days of the receipt of the request to the Covered Entity in writing.

h. to the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity when performing those obligations.

i. make its internal practices, books, and records relating to the Business Associate's use and disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Rules. Business Associate must concurrently provide to the Covered Entity a copy of any PHI that the Business Associate provides to the Secretary.

j. retain all PHI throughout the term of the Agreement and for a period of six years from the date of creation or the date when it last was in effect, whichever is later, or as required by law. This obligation survives the termination of the Agreement.

k. implement policies and procedures for the final disposition of electronic PHI and the hardware and equipment on which it is stored, including but not limited to, the removal of PHI before re-use.

l. within ten days after a written request by the Covered Entity, the Business Associate and its agents or subcontractors must allow the Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI under this Addendum for the purpose of determining whether the Business Associate has complied with this Addendum; provided, however, that: (i) the Business Associate and the Covered Entity must mutually agree in advance upon the scope, timing and location of such an inspection; (ii) the Covered Entity must protect the confidentiality of all confidential and proprietary information of the Business Associate to which the Covered Entity has access during the course of such inspection; and (iii) the Covered Entity or the Business Associate must execute a nondisclosure agreement, if requested by the other party. The fact that the Covered Entity inspects, or fails to inspect, or has the right to inspect, the Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve the Business Associate of its responsibility to comply with this Addendum. The Covered Entity's (i) failure to detect or (ii) detection, but failure to notify the Business Associate or require the Business Associate's remediation of any unsatisfactory practices, does not constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this Addendum.

3. Permitted Uses and Disclosures by the Business Associate.

a. Business Associate may use or disclose PHI:

(i) for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; provided, however, either (A) the disclosures are required by law, or (B) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) as required by law;

(iii) for Data Aggregation services relating to the health care operations of the Covered Entity;

(iv) to de-identify, consistent with 45 CFR 164.514(a) – (c), PHI it receives from the Covered Entity. If the Business Associates de-identifies the PHI it receives from the Covered Entity, the Business Associate may use the de-identified information for any purpose not prohibited by the HIPAA Rules; and

(v) for any other purpose listed here: carrying out the Business Associate's duties under the Contract.

b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

c. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity except for the specific uses and disclosures described above in 3(a)(i) and (iii).

#### 4. Covered Entity's Obligations

Covered entity agrees to

a. use its Security Measures to reasonably and appropriately maintain and ensure the confidentiality, integrity, and availability of PHI transmitted to the Business Associate under the Agreement until the PHI is received by the Business Associate.

b. provide the Business Associate with a copy of its Notice of Privacy Practices and must notify the Business Associate of any limitations in the Notice of Privacy Practices of the Covered Entity under 45 CFR 164.520 to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.

c. notify the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose the individual's PHI to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

d. notify the Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

5. Term. This Addendum must continue in effect as to each Contract to which it applies until such Contract is terminated or is replaced with a new contract between the parties containing provisions meeting the requirements of the HIPAA Rules, whichever first occurs.

6. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by the Business Associate of any provision of this Addendum, as determined by the Covered Entity, constitutes a material breach of the Addendum and is grounds for termination of the Contract by the Covered Entity under the provisions of the Contract covering termination for cause. If the Contract contains no express provisions regarding termination for cause, the following apply to termination for breach of this Addendum, subject to 6.b.:

(i) Default. If the Business Associate refuses or fails to timely perform any of the provisions of this Addendum, the Covered Entity may notify the Business Associate in writing of the non-performance, and if not corrected within thirty days, the Covered Entity may immediately terminate the Contract. Business Associate must continue performance of the Contract to the extent it is not terminated.

(ii) Associate's Duties. Notwithstanding termination of the Contract, and subject to any directions from the Covered Entity, the Business Associate must timely, reasonably and necessarily act to protect and preserve property in the possession of the Business Associate in which the Covered Entity has an interest.

(iii) Compensation. Payment for completed performance delivered and accepted by the Covered Entity must be at the Contract price.

(iv) Erroneous Termination for Default. If the Covered Entity terminates the Contract under Section 6(a) and after such termination it is determined, for any reason, that the Business Associate was not in default, or that the Business Associate's action/inaction was excusable, such termination will be treated as a termination for convenience, and the rights and obligations of the parties will be the same as if the Contract had been terminated for convenience.

b. Reasonable Steps to Cure Breach. If the Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract under Section 6(a), then the Covered Entity must notify the Business

Associate of the pattern of activity or practice. The Business Associate must then take reasonable steps to cure such breach or end such violation, as applicable. If the Business Associate's efforts to cure such breach or end such violation are unsuccessful, the Covered Entity must either (i) terminate this Agreement, if feasible or (ii) if termination of this Agreement is not feasible, the Covered Entity must report the Business Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Effect of Termination. After termination of this Agreement for any reason, the Business Associate, with respect to PHI it received from the Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, must:

(i) retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy) the remaining PHI that the Business Associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Business Associate retains the PHI;

(iv) not use or disclose the PHI retained by the Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 3(a)(1) which applied before termination; and

(v) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy) the PHI retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.

7. No Waiver of Immunity. The parties do not intend to waive any of the immunities, rights, benefits, protection, or other provisions of the Michigan Governmental Immunity Act, MCL 691.1401, et seq., the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., or the common law.

8. Data Ownership. The Business Associate has no ownership rights in the PHI. The covered entity retains all ownership rights of the PHI.

9. Disclaimer. The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Addendum, HIPAA or the HIPAA Rules will be adequate or satisfactory for the Business Associate's own purposes. Business Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.

10. Certification. If the Covered Entity determines an examination is necessary to comply with the Covered Entity's legal obligations under HIPAA relating to certification of its security practices, the Covered Entity or its authorized agents or contractors, may, at the Covered Entity's expense,



examine the Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to the Covered Entity the extent to which the Business Associate's security safeguards comply with HIPAA, the HIPAA Rules or this Addendum.

11. Amendment.

a. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and the HIPAA Rules. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA and the HIPAA Rules. Either party may terminate the Agreement upon thirty days written notice if (i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Covered Entity under this Section or (ii) the Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Rules.

12. Assistance in Litigation or Administrative Proceedings. Business Associate must make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, if someone commences litigation or administrative proceedings against the Covered Entity, its directors, officers or employees, departments, agencies, or divisions based upon a claimed violation of HIPAA or the HIPAA Rules relating to the Business Associate's or its subcontractors use or disclosure of PHI under this Agreement, except where the Business Associate or its subcontractor, employee or agent is a named adverse party.

13. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer any rights, remedies, obligations or liabilities upon any person other than the Covered Entity, the Business Associate and their respective successors or assigns.

14. Effect on Contract. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract must remain in force and effect. The parties expressly acknowledge and agree that sufficient mutual consideration exists to make this Addendum legally binding in accordance with its terms. Business Associate and the Covered Entity expressly waive any claim or defense that this Addendum is not part of the Contract.

15. Interpretation and Order of Precedence. This Addendum is incorporated into and becomes part of the Contract. Together, this Addendum and each separate Contract constitute the "Agreement" of the parties with respect to their Business Associate relationship under HIPAA and the HIPAA Rules. The provisions of this Addendum must prevail over any provisions in the Contract

that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract must be interpreted as broadly as necessary to implement and comply with HIPAA and the HIPAA Rules. The parties agree that any ambiguity in this Addendum must be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Rules. This Addendum supersedes and replaces any previous separately executed HIPAA addendum between the parties. If this Addendum conflicts with the mandatory provisions of the HIPAA Rules, then the HIPAA Rules control. Where the provisions of this Addendum differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Addendum control.

16. Effective Date. This Addendum is effective upon receipt of the last approval necessary and the affixing of the last signature required.

17. Survival of Certain Contract Terms. Notwithstanding anything in this Addendum to the contrary, the Business Associate's obligations under Section 6(d) and record retention laws ("Effect of Termination") and Section 13 ("No Third Party Beneficiaries") survive termination of this Addendum and are enforceable by the Covered Entity if the Business Associate fails to perform or comply with this Addendum.

18. Representatives and Notice.

a. Representatives. For the purpose of this Addendum, the individuals identified in the Contract must be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are designated as the parties' respective representatives for purposes of this Addendum. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices must be in writing and must be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department and Division: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Associate Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department and Division: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any notice given to a party under this Addendum must be deemed effective, if addressed to such party, upon: (i) delivery, if hand delivered; or (ii) the third (3rd) Business Day after being sent by certified or registered mail.

Business Associate

Covered Entity

Customer Expressions Corp.

By: Joe Gerard

Date: \_\_\_\_\_

Michigan Department of Community Health & Human Services

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 2**  
 to  
**CONTRACT NO. 071B2200299**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Customer Expressions Corp 940 Belfast Road, Suite 201 Ottawa, Ontario K1G 4A2	Joe Gerard	jgerard@customerexpressions.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(613) 244-5111	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Mike Breen	517-241-7720	breenm@michigan.gov

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: Case Management System Software for DHS			
INITIAL TERM	START DATE	EXPIRATION DATE	AVAILABLE OPTIONS
5 Years	8/31/2012	8/30/2017	Two, 1 Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:	
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	EXPIRATION DATE REMAINS: 8/30/2017
Effective immediately, this contract is amended to provide an additional \$247,500 for a bank of hours as described in the Attached. Please note, the Buyer has been change to Mike Breen. Per Administrative Board approval on 9/13/2013.	
All other terms, conditions, specifications, and pricing remain the same.	
VALUE/COST OF CHANGE NOTICE:	\$ 247,500.00
ESTIMATED AGGREGATE CONTRACT VALUE:	\$ 2,058,000.00

**PROJECT CHANGE REQUEST**

State of Michigan - DTMB  
Amendment to  
Attachment "A" of Contract No. 071B2200299

<b>Customer Name</b> State of Michigan - DTMB 530W Allegan Lansing, MI, USA, 48933 <i>Represents Sold to, Bill To, Ship To address</i>	<b>Supplier Name</b> Customer Expressions Corporation 2255 Carling Ave., Suite 500 Ottawa, Ontario K2B 7Z5
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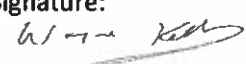
<b>Prepared By</b> Wayne Kelly	<b>Date</b> May 29 <sup>th</sup> , 2013
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**Reason for Change**  
The Change Request shall be a change to Attachment "A" of Contract No. 071B2200299 dated August 30, 2012 between Customer Expressions Corporation ("CE") and State of Michigan - DTMB

The Change request will provide additional Business Analysts hours and Developer hours to the current contract.

**Cost**  
The following is an outline of the hours required and per hour fee:  
1400 Developer Hours @ \$150 p/h = \$210,000 USD  
200 Analyst hours @ \$187.50 p/h = \$37,500 USD  
**Total: \$247,500.00 USD**

**Invoicing schedule**  
CE will invoice State of Michigan - DTMB once the work is completed and accepted by State of Michigan - DTMB

<b>CUSTOMER EXPRESSIONS CORPORATION</b> Name: Wayne Kelly Signature:  Date: 05.29.2013	<b>State of Michigan - DTMB</b> Name: Signature: Date:
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STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

September 13, 2013

**CHANGE NOTICE NO. 1**  
 to  
**CONTRACT NO. 071B2200299**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Customer Expressions Corp 940 Belfast Road, Suite 201 Ottawa, Ontario K1G 4A2	Joe Gerard	jgerard@customerexpressions.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(613) 244-5111	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Steve Motz	517-241-3215	motzs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Case Management System Software for DHS</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 31, 2012	August 30, 2017	2, one year	August 30, 2017
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Destination	FOB Destination	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$589,500.00		\$1,810,500.00		

Effective July 9, 2013, this contract is hereby increased by \$589,500.00. The DCH Office of Health Services Inspector General will leverage this contract's solutions, per attached Statement of Work. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on July 9, 2013.

# **I-SIGHT STATEMENT OF WORK – DEPARTMENT OF COMMUNITY HEALTH – OFFICE OF THE INSPECTOR GENERAL (DCH-OIG)**

## **PROJECT REQUEST**

The Michigan Department of Community Health, Office of Inspector General is requesting to be added to the I-Sight /Customer Expressions contract to better enable the Inspector General's Office to increase tracking and enforcement of Medicaid fraud.

## **WORK AND DELIVERABLE**

### **I. Requirements**

The Contractor will provide i-Sight Software and setup. The software shall either meet the requirements out of the box without modification or the Contractor shall modify their software to ensure full compliance with the following requirements:

### **i-Sight Solution - High-Level Overview**

The i-Sight application will involve 3 modules:

#### **1. Intake and Case Management Module**

The Intake and Case Management module is for the Capture/Initiation of Cases as well as a repository to record and maintain Case Files. It provides users with a decision tree/Q&A interface involving forms with drop-downs that are configured for the appropriate task or action. This interface will enable the untrained users to enter new Cases easily and effectively. Every time a capture form is submitted, a Case is automatically created. The Case can then go through the workflow process, as well as being utilized for statistical reporting. This module involves intake and management of both Preliminary Investigations as well as Project/Provider Cases.

#### **2. Administration Module**

The second module is the Administrative module, containing tools in order to:

- Administer Users and System Access
- Manage the Workflow including Notifications and Escalations, which will automatically notify and assign new cases to appropriate Investigators
- Manage and update dropdown values including Provider/Employee Data

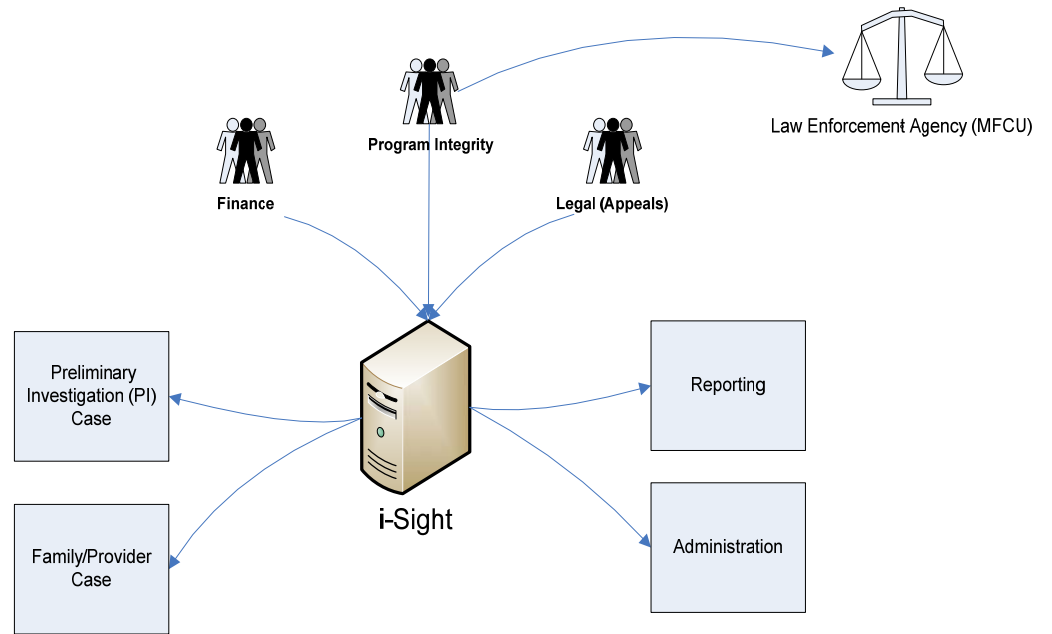
#### **3. Reporting Module**

The third module is i-Sight Advanced Reporting Tool, which is a robust reporting tool allowing for rich analysis, collaboration and distribution of Case Data. It allows user to employ both pre-defined and user-defined reports, graphical and charts.



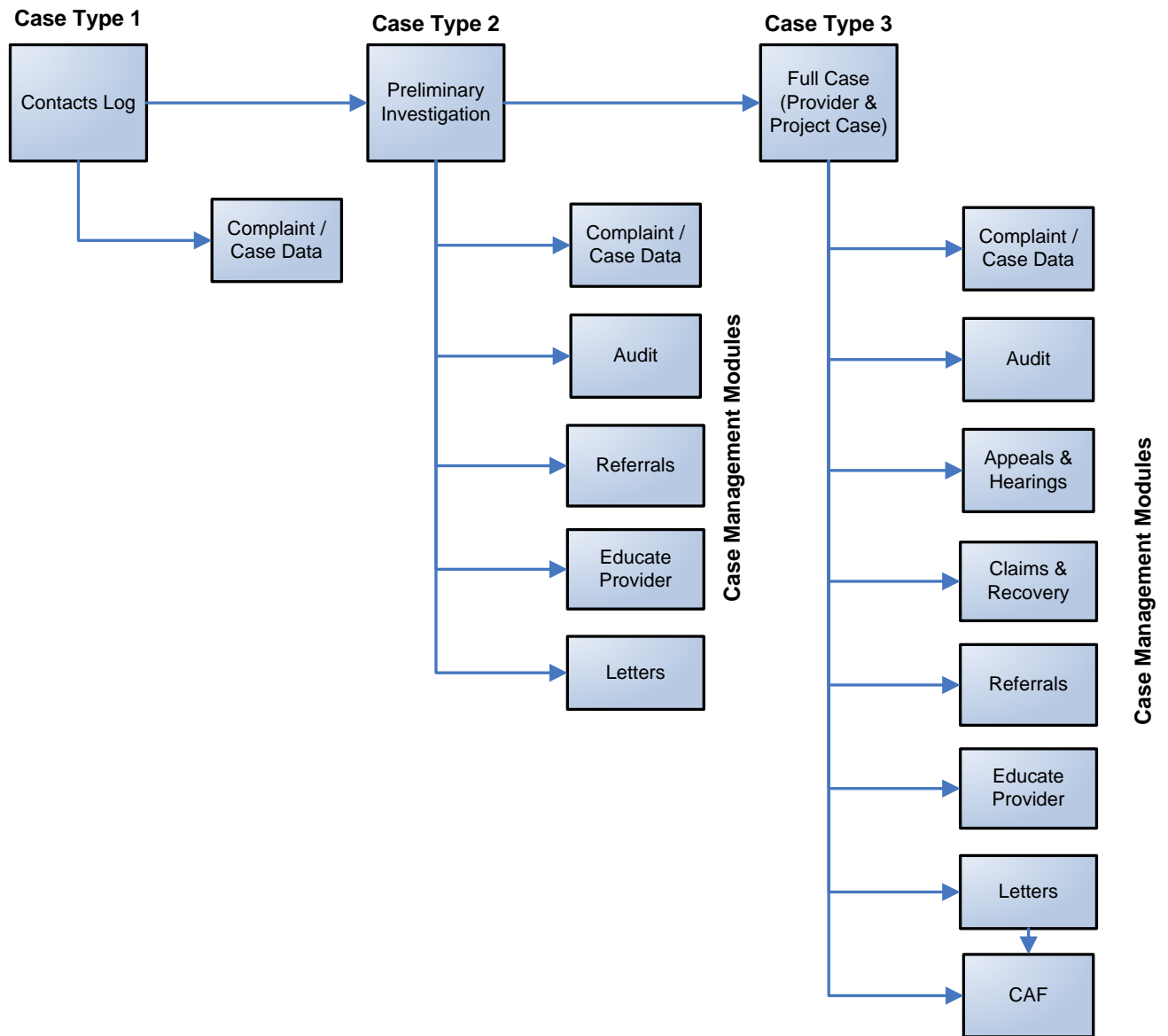
## i-Sight Overview

### Program Integrity – *iSight* Solution Overview



There are 3 distinct case types in this process

1. **Contact Log** – To capture the complaint and perform an initial triage.
2. **Preliminary Investigation** - To conduct an initial review to determine if the complaint warrants a full investigation.
3. **Provider / Project Case** – The full case investigation



**Case Modules**

**Complaint Case Data Module**

This module captures the following:

1. Information related to the individual making the complaint
2. The subject of the complaint (Provider information)
3. Details of the complaint

**Audit/Review Module**

This module captured audit details. Such as but not limited to

1. Desk Audit
2. Self Audit

3. Medical Record Request
4. Onsite Audit

The user will be able to enter Audit details such as Audit Type, Status, Auditor's details, Location, Dates and Findings in i-Sight.

### **Letters Module**

This module manages information related to the letter communication with the Provider. Such as but not limited to

1. Demand Letter
2. Medical Record Request
3. Final notification Letter

Regarding Hearings: Signature / Approval process – provide the ability to click / add signature once approved for generating letters.

### **Appeals & Hearings Module**

The module captures and manages information related to the Provider requests for an Appeal. Users will have the ability to enter Appeal details in i-Sight. There are 2 types of appeals.

1. Document Desk Review: The first level of Appeal is Document Desk Review. If a Provider requests for a Document Desk Review:
2. Evidentiary Hearing Request: If the decision from Document Desk Review is not satisfactory to the Provider, the Provider may initiate an Evidentiary Hearing Request.

### **Credible Allegations of Fraud (CAF) Module**

This module manages the information and communication related to a Credible Allegation of Fraud. In this section the user can manage payment suspensions and commination with MFCU, such as:

- Nature of Credible Allegation(s) of Fraud: Whether the nature is Billing Fraud or other
- Suspension Category Totals: This includes Bases for Suspension(s) and the Total Number of Payment Suspensions in each category, in accordance with Suspension Category Totals which will be automatically calculated from Payment Suspension Numbers that were previously recorded.
- Good Cause: If State exercised Good Cause, they can decide not to Suspend Payments or partially Suspend Payments. If they select Nature of Good Cause Exercised, the appropriate details will be selected in i-Sight.

### **Referrals Module**

The module captures and manages information related to the referrals process. Users can manage communications with MFCU and Law enforcement agencies.

### **Claims & Recovery Module**

The module captures detailed claims information and payment information. **Please note that the proposed solution does not provide the ability to perform complex payment and interest calculations for recovery.**

### **Case Workflow**

#### **Case Statuses**

The i-Sight application will support the following Case Statuses:

- Pending: A case is in Pending status as long as no Ownership is assigned. Upon submission of Data Entry Form, the Case is automatically assigned to submitter; however, Case Status remains Pending until the Assignee Accepts the Ownership.
- Open: Once the Assignee Accepts the assignment, Case Status will change to Open.
- Closed: Once the case is closed, the Case Status will change to Closed. If the Case is Re-Opened and Re-Closed, Closed Date will be updated with the Re-Closed Date.

#### **Case Submission**

Upon Creating a new Contact Log or Preliminary Investigation or a Provider/Project Case a new Case Number will be generated and the case is automatically assigned to the Investigator creating the case.

Project/Provider Cases can be initiated on their own or from escalation from a Preliminary Investigation. If a Project/Provider Case is escalated from a Preliminary Investigation, upon escalation the old Preliminary Investigation will be closed and a new Case Number will be generated for the Project/Provider Case and the previous Case Owner will remain as Case Owner. If a Project/Provider Case is initiated not from a Preliminary Investigation, upon Creating a New Project/Provider Case, a new Case Number will be generated and the PI Investigator will be assigned to the case; in other words, the same PI Investigator who is filling up the Case will become the Case Owner.

**Case Review and Approval**

There will be no Approval required, neither to create a Preliminary Investigation (PI) nor to create a Project/Provider Case.

Also for escalation of a Preliminary Investigation (PI) to a Project/Provider Case, no Approval procedure will be in place; however, the PI Director will be notified of a new case submission by receiving a Notification email.

Executive Approval process, including Legal, Deputy Commissioner, Finance, Policy and Bureau of Medical Services Commissioner will be performed outside of i-Sight Application; however, the results will be recorded in i-Sight if required. The Administrative Assistant Role will have access to case to make necessary updates. At the conclusion of the Executive Review, Administrative Assistant Role can notify the Case Owner using i-Sight Actions & Emails functionality.

**Case Close**

There may or may not be a required Approval process for Case Closure.

<p><b>Auto-populated Field Capability</b></p> <ul style="list-style-type: none"> <li>Standard information to be automatic, eliminating the need to re-enter standard information Connectivity to external data sources to complete forms based on select criteria, ie., client ID, SSN</li> <li>Auto-populate throughout the case and all reports</li> </ul>
<p><b>Attachment Capability</b></p> <ul style="list-style-type: none"> <li>Ability to contain case relative documents in one case file, ie, evidence, letters, pictures, video, etc.</li> <li>Ability to attach as case group level and/or individual case level</li> </ul>
<p><b>User-Friendly</b></p> <ul style="list-style-type: none"> <li>Intuitive interface ensuring ease of use with minimal training for non-technical users</li> </ul>
<p><b>Acknowledgment &amp; Confirmation</b></p> <ul style="list-style-type: none"> <li>Of actions, case ownership to ensure no actions or cases fall through the cracks as every assignment is acknowledged and confirmed by both the owner and/or person assigned responsibility</li> </ul>
<p><b>Online Submission</b></p> <ul style="list-style-type: none"> <li>Unlimited entry points for authenticated users that can also be available to clients and staff</li> <li>Web based complaints, internal email complaints</li> </ul>
<p><b>Automatic Acknowledgement</b></p> <ul style="list-style-type: none"> <li>Customer is provided with an acknowledgement of submission and given an expected response time</li> </ul>
<p><b>Automatic Notification</b></p> <ul style="list-style-type: none"> <li>Based on business rules(BBR), a member of the team is assigned as case owner and notified they are responsible for resolution</li> <li>BBR: send notification that case is not being investigated, notify caseworker of various status updates or actions that need to be taken</li> </ul>
<p><b>Access Controls</b></p> <ul style="list-style-type: none"> <li>Allow various levels within the organization to see different levels of information. Example: Senior Manager is able to see everything and Case Owner may only access information related to their case.</li> <li>Ability to lock access to sensitive cases and identify authorized personnel</li> </ul>
<p><b>Centralized Data Availability</b></p> <p>Web access ensures that everyone can:</p> <ul style="list-style-type: none"> <li>Have access to the same case file and view its progress or collaborate for multiple locations</li> <li>Clients/sales force to submit issues remotely</li> <li>Tracking status and progress of customer inquiries/complaints and investigations</li> <li>Collaborate on cases and maintain complete case histories with instant access to all related information</li> <li>Accessibility controlled by authorized system administrators</li> </ul>
<p><b>Automatic Reminders and Escalation</b></p>

Case owners as well as action owners are reminded of upcoming due dates by email notifications ie. Overdue cases or tasks

### **Task Creation and Management**

- Case owners can create tasks for themselves and/or others, create emails, notes letters, investigations, resolutions, corrective actions and follow-up tasks. Each of these items can be assigned due dates that trigger reminders BBR.
- Promote cases to different levels of investigation
- Send notifications to caseworkers for follow-up and case status updates, via hyperlink and/or BBR
- Send and receive email within a case file. Email will be encrypted in transit.
- Coaching Notes Capabilities

### **Comprehensive Case History**

- Manage the status of each issue from inception through investigation, resolution, follow-up and corrective action. Each issue is given a unique case number and all related tasks are recorded in this single case, This enables any authorized user to quickly view all related information in order to make informed decisions.
- Document multiple providers associated with one case

### **Flexible System**

Central master case display lists all open cases. Master case display shows the following data for each inquiry:

- Contact Log – To capture the complaint and perform an initial triage.
- Preliminary Investigation - To conduct an initial review to determine if the complaint warrants a full investigation.
- Provider / Project Case – The full case investigation
- Short description
- Assigned to
- Deadline
- Status field indicate the status of the inquiry, such as unassigned, assigned, critical (near deadline), closed.
- Each instance of the master case display will update automatically in real time as cases are entered, processed or closed.
- Each user has the ability to self-assign unassigned cases according to the user's availability and specialization in issue types.
- The system displays alerts to indicate when new cases have been posted and when inquiries are about to go past due.
- The capability to view all pending cases or a sorted/filtered subset easily and quickly.
- Logging of issues for future follow-up.
- Codes are available for multiple root causes and contributing factors for each inquiry.
- The system will automatically populate time stamps at the time of receipt and time of closure of case records.

### **Flexible Reporting**

Standard and Ad-Hoc reports containing standard reports that track:

- Average time to close
- Issue volumes and types
- Information by location
- Region
- Service type
- Etc...

Ability for users to quickly produce custom or Ad-Hoc reports to meet specific requirements.

- Reports can be saved, emailed to a distribution list in a variety of formats, including Microsoft Excel for further examination, automatically (time based) or manually on demand.
- Additional formats, PDF, Word, RTF
- Ability to create and save Ad Hoc reports for future use.
- Ability to view data in a variety of graphs, table or chart formats; bar, pie, line, histograms, linear trend lines, etc.

### **Complaint Templates**

- BBR system leads user through a defined process for complaint capture insuring data is collected in a manner that facilitates the stratification of the data and leads to root cause identification.
- Ability to track evidence for the case as well as specific evidence associated with specific individuals associated with the case.
- Ability to document multiple providers associated with a case
- Document provider names and identification numbers, even if the provider is not enrolled in CHAMPS.

<p><b>Integration Abilities</b> Ease of integration with other critical back office systems, potentially at least 2 systems such as:</p> <ul style="list-style-type: none"> <li>• MMIS</li> <li>• NPPS</li> </ul> <p>Potential for additional systems integrations as well.</p>
<p><b>Export Ability</b></p> <ul style="list-style-type: none"> <li>• To Excel, graphing software, MS Access (for specific reporting purposes)</li> <li>• Potential data exported to MMIS</li> </ul>
<p><b>Search Functionality</b> Enable a fuzzy text search of entire system, including attachments (i.e. Name, Date, Problem Category, past cases on specific providers, etc.)</p>
<p><b>Help Function</b> System provided full help functionality with corrective directions, as required.</p>
<p><b>Customization Capabilities – Maintainability</b> Self-administer capability allowing ease of adding/deleting:</p> <ul style="list-style-type: none"> <li>• Users and passwords</li> <li>• System access and password modifications</li> <li>• Selection category administration terms i.e. Issues, Causes, Products, Regions, Divisions, Inquiry Types, Severity, Data Lists, Client Records, Standard Response Letters</li> </ul>
<p><b>Reporting Templates</b></p> <ul style="list-style-type: none"> <li>• Standard Monthly, Quarterly, Annual reports</li> <li>• Tracking Financial data</li> </ul>

BBR = Based on Business Rules refers to process flow in the system that will be identified and established during set-up and configuration.

## II. Services and Deliverables To Be Provided

The system shall be installed and in operation by [TBA]. These deliverables are not all inclusive. Contractors may propose other deliverables.

### Base Year Activities (One Time)

#### A. Set-up and Configuration

The Contractor shall configure a beta application in which application beta-testing will be conducted, and subsequent changes made to the application.

The Contractor shall provide Web-based training for System Administrator(s) and “Train-The-Trainer”.

##### **Deliverables**

- Successful completion of configuration of i-Sight in accordance with the BA “Business Requirements Document” developed during the Business Analysis and Process Mapping phase of the project.
- Successful testing of the configured i-Sight application
- Successful provisioning of a test environment for the State to begin Acceptance Testing

#### B. Business Analysis and Process Mapping

Customer Expressions will provide a process design expert who will map business process; complete documentation of process and requirements; complete user acceptance testing. The process map will then be used to document the field level specification.

##### **Deliverables**

- Develop project schedule detailing projects tasks
- Business Requirements Document - A detailed Business Requirements document will be elicited & developed by Supplier and signed off by the State. Input to this document will come from the Business Requirements supplied in the SOW as well as joint sessions with Supplier and the State to provide additional details, clarification and any modification to the State’s requirements.

#### C. Integration to External Databases

The Contractor shall perform integration to following external databases using the Web Services standard interface:

- 1) MMIS
- 2) NPPS

**Deliverables**

- Data Feed Mapping Documentation - Supplier will work with the State to map data from one system to i-Sight and vice versa. This will be done for each system that requires integration.
- System Integration Testing

**D. i-Sight Ad-Hoc Report Writing Workshop**

The workshop provides a customized report writing program conducted via web conference.

**Deliverables**

- Workshop training materials – includes a powerpoint slide deck and notes describing basic functions within the reporting tool
- Delivery of training services – one day web based training for up to 8 attendees that will include an overview of the reporting tool.

**E. 1 Terabyte of Storage**

The Contractor will provide the necessary hardware to provision up to 1 Terabyte of storage during the term of the agreement.

**Deliverable**

- 1 Terabyte of Storage space

**F. Word Document Templates**

The Contractor will embed Word document templates into the i-Sight Case Record to provide auto-field population from pre-defined fields within the application.

**G. Implementation**

The Contractor shall move the application to the production environment once beta-testing and subsequent changes have been implemented. The application's go-live date in production will constitute the commencement of the performance warranty period.

**Deliverables**

- Successful go-live of the application in production.

**Base Year Activities (Recurring Costs)**

**H. Ongoing Hosting, Maintenance and Technical Support**

The Contractor will provide the following services:

**a. Hosting & Maintenance:**

i-Sight is hosted in Ottawa, Canada.

**1 Back-up Procedure**

The Contractor will back up all client data on tapes for seven years.

The Contractor controls all hardware and electronic media so that no confidential information is incorrectly disclosed.

All i-Sight servers are configured with RAID-1 and a RAID-5/6 SCSI data drives. Data is backed-up to tape on a monthly basis.

Back-up of production servers is done daily using either an incremental or full backup. The backup tapes are rotated weekly and then monthly.

Part of the backup process is the verification of the data to ensure the backup has worked.

These monthly backup tapes are transferred by a third-party secure storage vendor to a secure off-site location. All such transfers are logged in the Contractor's Tracking System.

The Director of IT or his designate is responsible for the testing of the back-up tapes. The back-ups are restored to a hard drive and then the information is accessed. A log is kept of each test indicating:

- Tape being tested
- Successful or Failed Back-up
- Impact of Failure
- Resolution

The log is kept in The Contractor's Tracking System.

Back-up testing is scheduled as per the following:

- a randomly selected Monthly back-up tape is tested once a month
- each Monthly back-up tape is tested prior to archive

Tapes are checked at the beginning of the business day (as per the intervals described above) and in the event of a failure another back-up tape is run immediately. The second back-up is also tested and the test is recorded as described above.

### **Retirement and Disposal of Media**

Backup tapes are destroyed after seven years under the supervision of the VP Operations in order to avoid media failures. Records are kept of what tapes are destroyed.

Prior to retirement and disposal, the VP Operations will ensure the following:

- the media no longer contains active backup images or that any active backup images have been copied to other media
- the media's current or former contents can not be read or recovered by an unauthorized party

The Contractor does not recycle media.

## **2 Service Level Warranty**

- 2.1 For the purposes of this Agreement, an unscheduled downtime ("Unscheduled Downtime") shall be deemed to have occurred if the Customer is unable to access the Hosted Application Services because the Service Provider failed to provide the Hosted Application Services for more than thirty (30) consecutive minutes without prior notification. For purposes of the foregoing, "unable to access" shall mean loss of connectivity by Customer to the Hosted Application Services due to reasons which are not beyond the Service Provider's control. Problems with Customer's personal computers or the network between Customer and the Service Provider's Internet server hosting facility will be deemed to be beyond the Service Provider's control. Problems with the Service Provider's software and hardware, shall be deemed to be within the Service Provider's control. The Service Provider does not monitor and makes no representations or warranties regarding data transmissions over the Internet. Outages during the Service Provider's scheduled maintenance window, which occur between 00:01 hrs Eastern Standard Time ("EST") and 05:59 hrs EST shall not be deemed to be a failure to provide the Hosted Application Services.
- 2.2 In the event that the amount of Unscheduled Downtime in any month exceeds (i) three (3) hours during the hours between 6:00 a.m. and 6:00



p.m. EST, Monday through Friday ("Peak Hours"); or (ii) twelve (12) hours during all other times (not including scheduled downtime) the Service Provider will credit to the Customer ten percent (10%) of the fees paid for that month. In order to receive credit hereunder, the Customer must make a written request to the Service Provider within thirty (30) days of the Unscheduled Downtime.

- 2.3 Hosted Application update service - As part of the Hosted Application update service, the Service Provider shall provide to the Customer:
  - 2.3.1 any known problem resolutions relating to the Hosted Application or the Hosted Application Services on a periodic basis;
  - 2.3.2 corrections for problems that the Service Provider diagnoses as defects in a currently supported version of the Hosted Application or the Hosted Application Services;
  - 2.3.3 improvements required to allow the Hosted Application to operate in conformance with new versions or releases of web based browser software so long as such Improvements are technically feasible.
- 2.4 "Errors" means a defect or bug which prevents the Hosted Application or the Hosted Application Services from performing in accordance with the subscribed Plan and the relevant documentation and specifications. "Correction" or "correcting" means modification or an addition that when made or added establishes conformity of the Hosted Application or the Hosted Application Services to the subscribed Plan and relevant documentation and specifications. The Service Provider shall be responsible only for correcting Errors in the Hosted Application and the Hosted Application Services. The Service Provider is not required to provide any maintenance support services relating to problems arising out of (i) the Customer's use of unsupported materials; (ii) changes to the Customer's operating system or environment which adversely affect the Hosted Application Services; (iii) any alterations of or additions to the Hosted Application Services performed by parties other than the Service Provider or at the direction of the Service Provider; (iv) use of the Hosted Application Services in a manner for which they were not designed; (v) accident, negligence, or misuse of the Hosted Application Services, except that of or caused by Service Provider; (vi) introduction by the Customer of data into any database used by the Hosted Application Services by any means other than the use of the Hosted Application Services; or (vii) use of the Hosted Application Services on equipment or in connection with third party software other than for which it was designed and access provided. If it is determined that the problem was not related to the supported Hosted Application or the Hosted Application Services, and the Customer requests the Service Provider to do further work, then the Customer hereby agrees to pay reasonable travel and lodging expenses in addition to the Service Provider's standard consulting rates. Travel time will be charged at consulting rates.
- 2.5 The Customer is solely responsible for the content of any of its transmissions or those of any third party utilizing the Customer's login ID and passwords. Use of any third party's network or computing resources are subject to their respective permission and usage policies. The Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content, solicitation of any activity that is prohibited by applicable law over Internet. The Customer further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

## **b. Technical Support**

### **3 Support Procedure**

- 2.1 Incidents may be submitted by the Customer through e-mail or, for Priority 1 issues, via telephone. Support service includes three (3) employees of the Customer having telephone and e-mail access to employees of the Service Provider who have the necessary technical expertise and experience to understand and consider the Customer's inquiries concerning Hosted Application or the Hosted Application Services support.
- 2.2 Priority 1 means: more than one (1) person having trouble connecting to the Service Provider Server, receiving network errors, inability to log cases or access the Hosted Application or Hosted Application Services.
- 2.3 Priority 1 procedure: The Customer shall call in Priority1 issues to the Service Provider's technical support hotline at 1-800-465-6089 which will be manned 24 hours per day/seven days per week by a live person who has the necessary technical expertise and experience to understand and consider the Customer's inquiries concerning Hosted Application or the Hosted Application Services support. The Service Provider will respond to Priority 1 issues (i) during Peak Hours within one (1) hour and will use diligent efforts to create a solution or workaround within four (4) hours; and (ii) during off-peak Hours within three (3) hours and will use diligent efforts to create a solution or work around within twelve (12) hours.
- 2.4 Priority 2 means: questions about functionality, comments or requests for features the Customer would like to have. Subject to Canadian and provincial (Ontario) statutory holidays, the Service Provider will respond to Priority 2 feedback within one (1) business day.
- 2.5 Priority 2 procedure: The Customer shall include via e-mail to support@customerexpressions.com any error messages the Customer receives; the Customer's name, and either a telephone number or e-mail address for communication purposes.

#### **I. System Access Fees for up to 50 named users**

Contract Add Description.....

Individuals who will only be submitting issues into the system are not considered users and are not included in the 50 count and there is no cost associated with the use of this functionality.

##### **Deliverables**

- Username and passwords that will enable access to the i-Sight online application.

#### **Optional Services to be Provided**

Optional services will be made available by completing a purchasing request form with the IT Procurement Office to amend the Purchase Order.

#### **J. Word Document Templates**

The Contractor will embed Word document templates into the i-Sight Case Record to provide auto-field population from pre-defined fields within the application.

##### **Deliverables**

- Templates that can be accessed and automatically generated via the i-Sight case file. 5 Template letters and 1 Case Summary Report are estimated.

#### **K. Customization Requests Over and Above Standard i-Sight Configuration**

Any requests over and above the functionality captured within the Business Requirements Document will be quoted on a fixed price basis as the work is requested.

#### **L. Web Conference Training Course**

The Contractor can provide additional training courses beyond what is required in the Contract.

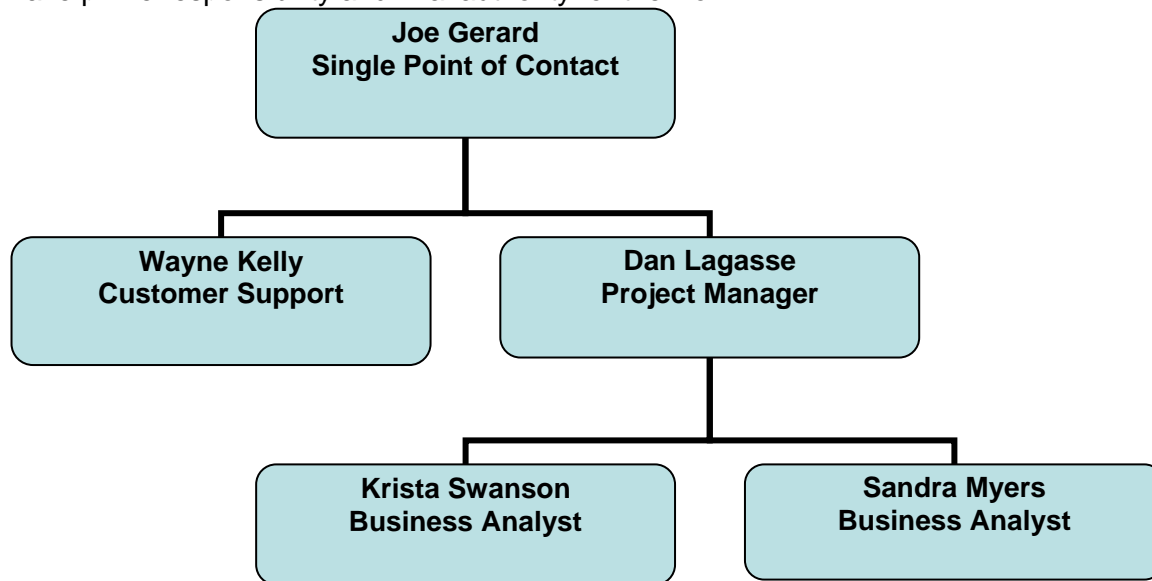
### M. On-Site Training Course

The Contractor offers on-site end user training courses. Trainers are ready to deliver a half-day course. The class size is limited to 10 participants.

## CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

### A. Contractor Staff

The Contractor organizational chart indicates lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.



The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

The **Single Point of Contact** for this Contract is identified below:

Name: Joe Gerard  
Telephone: 613-244-5111  
E-mail: jgerard@customerexpressions.com

All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following as key personnel for this project:

**Project Manager:** Dan Lagasse  
**Business Analyst:** Krista Swanson and/ or Sandra Myers

The Contractor will provide a **Project Manager** to interact with the designated personnel from the State to insure a smooth transition to the new system. The project manager/technical lead will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager/technical lead responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed

Serve as the point person for all project issues  
Coordinate and oversee the day-to-day project activities of the project team  
Assess and report project feedback and status  
Escalate project issues, project risks, and other concerns  
Review all project deliverables and provide feedback  
Proactively propose/suggest options and alternatives for consideration  
Utilize change control procedures  
Prepare project documents and materials  
Manage and report on the project's budget

The contractor will provide a **Business Analyst** and process design expert who will map the business process; complete documentation of process and requirements; complete user acceptance testing. The process map will then be used to document the field level specification. The Contractor's Business Analyst responsibilities include, at a minimum:

- Develop project schedule detailing projects tasks
- Business Requirements Document - A detailed Business Requirements document will be elicited & developed by Supplier and signed off by the State. Input to this document will come from the Business Requirements supplied in the SOW as well as joint sessions with Supplier and the State to provide additional details, clarification and any modification to the State's requirements.

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

## **B. On Site Work Requirements**

### **1. Location of Work**

The work is to be performed, completed, and managed at the following locations: 940 Belfast Rd. Suite 201, Ottawa, Ontario, Canada, K1G 4A2. Some of the work conducted during the Business Analysis phase and User Acceptance Testing may be performed on site at State offices:

### **2. Hours of Operation:**

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

### **3. Travel:**

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

### **4. Additional Security and Background Check Requirements:**

A Michigan and national fingerprint-based record check shall be conducted prior to assignment with the Office of Health Services Inspector General (OHSIG) including all personnel who have access to criminal justice information and/or have direct responsibility to configure or maintain computer systems used by the OHSIG.

An RI-8 Fingerprint Card shall be completed at the contractors cost and mailed directly to the OHSIG for processing with the Michigan State Police and National Crime Information Center.

The contractor must meet and maintain compliance with all requirements of the Criminal Justice Information Services Security Policy.

The contractor shall pay for any/all costs associated with ensuring their staff meet all requirements.

## STATE STAFF, ROLES, AND RESPONSIBILITIES

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a DTMB and Agency project manager:

### Executive Subject Matter Experts

The Executive Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME's will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

### State Project Manager

DTMB will provide a Project Manager who will be responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration.

The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title
Nick D'Isa	DCH-OIG	Project Manager
Soopriya Razdan	DTMB	Project Manager

## PROJECT PLAN MANAGEMENT

### Project Plan

The Contractor will provide a Project Plan including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State.

1. In particular, the Project Plan will include a MS Project plan or equivalent (check the SUITE/PMM standard):
  - a. A description of the deliverables to be provided under this contract.
  - b. Target dates and critical paths for the deliverables.
  - c. Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
  - d. The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Project Plan.
  - e. Internal milestones
  - f. Task durations.

- g. Deliverable/milestones for which payment shall be made.

### **Orientation Meeting**

The Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Performance Review Meetings**

The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Project Control**

1. The Contractor will carry out this project under the direction and control of DTMB and DCH.
2. The Contractor will submit the project plan to the State project manager for final approval. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
  - The Contractor's project organizational structure.
  - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
  - The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
  - The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
  - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
    - Staffing tables with names of personnel assigned to Contract tasks.
    - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed, updated semi-monthly).
    - Updates must include actual time spent on each task and a revised estimate to complete.
    - Graphs showing critical events, dependencies and decision points during the course of the Contract.
  - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

### **REPORTS**

Reporting formats must be submitted to the State's Project Manager for approval. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

- Regular Project status
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control

**Project Management**

**PLEASE REFER TO CONTRACT 071B2200299 FOR PROJECT MANAGEMENT TERMS.**

**COMPENSATION AND PAYMENT**

**Method of Payment**

The project will be paid in accordance with the Pricing Table(s) provided in **Attachment A**. Unless otherwise specified, all compensation and payment shall be dictated by the Contract's terms.

**Attachment A – Project Pricing**

**Table 1: One Time Costs (Base Years)**

No.	Deliverable	Cost (\$)	Estimated Days	Billing Schedule	Comments
A.	<b>Set-up and Configuration</b>	\$87,500	N/A	Billed on acceptance of the beta application.	This fee includes the configuration of a beta application. Web-based training for System Administrator(s) and "Train-The-Trainer" is also included in the set-up fee.
B.	<b>Business Analysis and Process Mapping</b>	\$90,000	60	Billed upon acceptance of the Business Requirements Document	Customer Expressions will provide a Business Analyst who will map business process; complete documentation of process and requirements; complete user acceptance testing. The process map will then be used to document the field level specification.
C.	<b>Integration to External Databases</b>	\$7,500	5	Payable on State's Final Acceptance of i-Sight	1.104.II.C For additional integration not included in the fixed price, Customer Expressions charges \$1,500.00 per day to perform client integration requirements using either Web Services standard interface or an SFTP option. A per diem rate is applied as the level of effort will vary depending on the complexity of the integration.
D.	<b>i-Sight Ad-Hoc Report Writing Workshop</b>	\$2,700	3	Payable on State's Final Acceptance of i-Sight	The 3 day workshop provides a customized report writing program conducted via web conference.
E.	<b>1 Terabyte of Storage</b>	\$15,000	NA	Billed on Contract Signing	This fee will provide the State with up to 1 terabyte of storage during the term of the agreement.
F.	<b>Word Document Templates</b>	\$3,500	NA	Billed on Completion of Services	Customer Expressions charges to embed Word document templates into the i-Sight Case Record to provide auto-field population from pre-defined fields within the application.
G.	<b>Implementation</b>	\$87,300	90	Payable on State's Final Acceptance of i-Sight	This fee includes moving the application into the production environment once beta-testing and subsequent changes have been implemented and accepted, and the system goes live in production.
	<b>Total One Time Cost (Base Years)</b>	<b>\$293,500</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

**Table 2: Recurring Costs: Base Years**

No.	Deliverable	Cost (\$) per Unit	Unit Type	Unit QTY	4 Year Cost	Billing Schedule	Comments
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H.	<b>Annual Hosted Service Fee and User Fees</b>	\$24,000.00	Year	4 Years	\$96,000.00	Payable on State's Final Acceptance of i-Sight	This fee includes hosting, maintenance and unlimited 24/7 technical support.
I.	<b>System Access Fees for up to 50 named users</b>	\$50,000.00	Year	4 Years	\$200,000.00	Payable on State's Final Acceptance of i-Sight	Individuals who will only be submitting issues into the system are not considered users. There is not cost associated with the use of this functionality.  Additional Users will be billed at a rate of \$1,000.00/user/year
	<b>Total 4 Year Recurring Cost (Base Years)</b>	N/A	N/A	N/A	<b>\$296,000.00</b>	N/A	N/A

**Table 3: Optional Costs**

No.	Optional Deliverable	Cost (\$)	Billing Schedule	Comments
J.	<b>Word Document Templates</b>	\$ 500.00 per Letter Template  \$1,000.00 per Case Summary Report template	Billed on Completion of Services	Customer Expressions charges to embed Word document templates into the i-Sight Case Record to provide auto-field population from pre-defined fields within the application.
K.	<b>Customization Requests Over and Above Standard i-Sight Configuration</b>	\$1,500.00 per day	Billed on Completion of Services	Customer Expressions charges \$1,500.00 per day to perform client requested customizations. A per diem rate is applied as the level of effort will vary depending on the complexity of the customization.
L.	<b>Web Conference Training Course</b>	\$ 750.00 per day	Billed on Completion of Services	Customer Expressions offers end user training conducted via web conference.
M.	<b>On-Site Training Course</b>	\$1,500.00 per day	Billed on Completion of Services	Customer Expressions offers on-site end user training courses. Trainers are ready to deliver a half-day course. The cost of on-site training is \$1,500.00 per day plus expenses with a class size limited to 10 participants.

**Total Contract Value: \$589,500.00**



STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE  
 OF  
 CONTRACT NO. 071B2200299**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
<b>Customer Expressions Corp</b> <b>940 Belfast Road, Suite 201</b> <b>Ottawa, Ontario K1G 4A2</b>	<b>Joe Gerard</b>	<a href="mailto:jgerard@customerexpressions.com">jgerard@customerexpressions.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	<b>613-244-5111</b>	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	<b>DTMB</b>	<b>Barb Suska</b>	<b>517-335-4067</b>	<a href="mailto:SuskaB2@michigan.gov">SuskaB2@michigan.gov</a>
BUYER:	<b>DTMB</b>	<b>Steve Motz</b>	<b>517-241-3215</b>	<a href="mailto:motzs@michigan.gov">motzs@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Case Management System Software for DHS</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
<b>Five Years</b>	<b>08/31/2012</b>	<b>08/30/2017</b>	<b>Two, 1 Year Options</b>
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
<b>Net 45</b>	<b>Destination</b>	<b>FOB Destination</b>	<b>N/A</b>
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
<b>N/A</b>			
MISCELLANEOUS INFORMATION:			
All terms and conditions of the solicitation are made a part hereof. THIS IS NOT AN ORDER: This Contract Agreement was awarded on the basis the inquiry bearing the Request for Quotation #COR61416 and award process conducted by State of West Virginia. Orders for delivery will be issued directly by the Department of Environmental Quality through the issuance of a Purchase Order Form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			<b>\$1,221,000.00</b>

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CONTRACT NO. 071B2200299**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
<b>Customer Expressions Corp</b> <b>940 Belfast Road, Suite 201</b> <b>Ottawa, Ontario K1G 4A2</b>	<b>Joe Gerard</b>	<a href="mailto:igerard@customerexpressions.com">igerard@customerexpressions.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	<b>613-244-5111</b>	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	<b>DTMB</b>	<b>Barb Suska</b>	<b>517-335-4067</b>	<a href="mailto:SuskaB2@michigan.gov">SuskaB2@michigan.gov</a>
BUYER:	<b>DTMB</b>	<b>Steve Motz</b>	<b>517-241-3215</b>	<a href="mailto:motzs@michigan.gov">motzs@michigan.gov</a>

CONTRACT SUMMARY:			
<b>DESCRIPTION: Case Management System Software for DHS</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
<b>Five Years</b>	<b>08/31/2012</b>	<b>08/30/2017</b>	<b>Two, 1 Year Options</b>
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
<b>Net 45</b>	<b>Destination</b>	<b>FOB Destination</b>	<b>N/A</b>
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
<b>N/A</b>			
MISCELLANEOUS INFORMATION:			
All terms and conditions of the solicitation are made a part hereof. THIS IS NOT AN ORDER: This Contract Agreement was awarded on the basis the inquiry bearing the Request for Quotation #COR61416 and award process conducted by State of West Virginia. Orders for delivery will be issued directly by the Department of Environmental Quality through the issuance of a Purchase Order Form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			<b>\$1,221,000.00</b>

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**FOR THE CONTRACTOR:**

**Customer Expressions Corp**

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

---

---

**FOR THE STATE:**

Signature

**Jeff Brownlee, Chief Procurement Officer**

Name/Title

**DTMB-Procurement**

Enter Name of Agency

Date



**STATE OF MICHIGAN**  
**Department of Technology, Management and Budget**  
**Procurement**

**Case Management System Software for DHS**  
**071B2200299**

Buyer Name: [Steve Motz](#)  
Telephone Number: [517-241-3215](#)  
E-Mail Address: [motzs@michigan.gov](mailto:motzs@michigan.gov)



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## **Article 1 – Statement of Work (SOW)**

### **1.000 Project Identification**

#### **1.001 PROJECT REQUEST**

The Department of Human Services (DHS) and the Department of Technology, Management, and Budget (DTMB) have Contracted with Customer Expressions Corp for the installation of a pre-configured case management solution to help the DHS Office of Inspector General better monitor fraud investigations across state income-based eligibility programs (Food stamps, Medicaid, cash etc.). This Contract may also be available to other State departments to leverage the pricing for software and other services outlined in the Contract.

#### **1.002 BACKGROUND**

The Office of Inspector General has put together an outline of the changes that need to be made to Michigan's case management system. This solution will consolidate the OIG case tracking from 3 systems into one uniform system and help with fraud detection. A consolidated case management system will allow for coordination between investigators and result in more convictions and positive recoupment activities.

### **1.100 Scope of Work and Deliverables**

#### **1.101 IN SCOPE**

This project consists of the following scope:

##### **Base Year Activities (One Time)**

- A. Set-up and Configuration
- B. Business Analysis and Process Mapping
- C. Integration to External Databases
- D. i-Sight Ad-Hoc Report Writing Workshop
- E. Historical Data Migration

##### **Base Year Activities (Recurring Costs)**

- F. Ongoing Hosting, Maintenance and Technical Support
  - a. Hosting & Maintenance
  - b. Technical Support
- G. System Access Fees for up to 150 named users

##### **Optional Services to be Provided**

- H. Word Document Templates
- I. Customization Requests Over and Above Standard i-Sight Configuration
- J. Web Conference Training Course
- K. On-Site Training Course

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

#### **1.102 OUT OF SCOPE**

The Contractor will not sell equipment to the State.

#### **1.103 ENVIRONMENT**

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



Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards.

**Enterprise IT Policies, Standards and Procedures:**

<http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The DTMB Project Manager must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State’s Project Manager must approve any changes, in writing, and DTMB, before work may proceed based on the changed environment.

**Enterprise IT Security Policy and Procedures:**

- [http://www.michigan.gov/documents/dmb/1310\\_183772\\_7.pdf](http://www.michigan.gov/documents/dmb/1310_183772_7.pdf)
- [http://www.michigan.gov/documents/dmb/1310.02\\_183775\\_7.pdf](http://www.michigan.gov/documents/dmb/1310.02_183775_7.pdf)
- [http://www.michigan.gov/documents/dmb/1325\\_193160\\_7.pdf](http://www.michigan.gov/documents/dmb/1325_193160_7.pdf)
- [http://www.michigan.gov/documents/dmb/1335\\_193161\\_7.pdf](http://www.michigan.gov/documents/dmb/1335_193161_7.pdf)
- [http://www.michigan.gov/documents/dmb/1340\\_193162\\_7.pdf](http://www.michigan.gov/documents/dmb/1340_193162_7.pdf)
- [http://www.michigan.gov/documents/dmb/1350.10\\_184594\\_7.pdf](http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf)

**The State’s security environment includes:**

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

**IT eMichigan Web Development Standard Tools:**

[http://www.michigan.gov/documents/som/Look\\_and\\_Feel\\_Standards\\_302051\\_7.pdf](http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf)

**The State Unified Information Technology Environment (SUITE):**

The Contractor must follow the SUITE methodology which includes standards for project management, systems engineering, and associated forms and templates. See <http://www.michigan.gov/suite> for SUITE information.

**1.104 WORK AND DELIVERABLE**

**II. Requirements**

The Contractor will provide iSight Software and setup. The software shall either meet the requirements out of the box without modification or the Contractor shall modify their software to ensure full compliance with the following requirements:

Michigan DHS/OIG System Requirements
<p><b>Auto-populated Field Capability</b></p> <ul style="list-style-type: none"> <li>• Standard information to be automatic, eliminating the need to re-enter standard information</li> <li>• Connectivity to external data sources to complete forms based on select criteria, ie., client ID, SSN</li> <li>• Auto-populate throughout the case and all reports</li> </ul>



**Attachment Capability**

- Ability to contain case relative documents in one case file, ie, client letters, pictures, video, etc.
- Ability to attach as case group level and/or individual case level

**User-Friendly**

- Intuitive interface ensuring ease of use with minimal training for non-technical users

**Acknowledgment & Confirmation**

- Of actions, case ownership to ensure no actions or cases fall through the cracks as every assignment is acknowledged and confirmed by both the owner and/or person assigned responsibility

**Online Submission**

- Unlimited entry points for authenticated users that can also be available to clients and staff
- Web based complaints, internal email complaints

**Automatic Acknowledgement**

- Customer is provided with an acknowledgement of submission and given an expected response time

**Automatic Notification**

- Based on business rules(BBR), a member of the team is assigned as case owner and notified they are responsible for resolution
- BBR: send notification that case is not being investigated, notify caseworker of various status updates or actions that need to be taken

**Access Controls**

- Allow various levels within the organization to see different levels of information. Example: Senior Manager is able to see everything and Case Owner may only access information related to their case.
- Ability to lock access to sensitive cases and identify authorized personnel

**Centralized Data Availability**

Web access ensures that everyone can:

- Have access to the same case file and view its progress or collaborate for multiple locations
- Clients/sales force to submit issues remotely
- Tracking status and progress of customer inquiries/complaints and investigations
- Collaborate on cases and maintain complete case histories with instant access to all related information
- Accessibility controlled by authorized system administrators

**Automatic Reminders and Escalation**

Case owners as well as action owners are reminded of upcoming due dates by email notifications

**Task Creation and Management**

- Case owners can create tasks for themselves and/or others, create emails, notes letters, investigations, resolutions, corrective actions and follow-up tasks. Each of these items can be assigned due dates that trigger reminders BBR.
- Promote cases to different levels of investigation
- Send notifications to caseworkers for follow-up and case status updates, via hyperlink and/or BBR

**Comprehensive Case History**

- Manage the status of each issue from inception through investigation, resolution, follow-up and corrective action. Each issue is given a unique case number and all related tasks are recorded in this single case, This enables any authorized user to quickly view all related information in order to make informed decisions.
- In multiple client investigations, IE... Trafficking or CDC, one primary case number with multiple clients/accused.
- Hyperlink to run query for client previous IPV case history.
- Color-code or signal of previous or pending IPV investigation/allegation

**Flexible System**

Central master case display lists all open inquiries. Master case display shows the following data for each inquiry:

- Short description
- Type



- Special conditions, such as Priority level
- Assigned to
- Deadline
- Status field indicate the status of the inquiry, such as unassigned, assigned, critical (near deadline), closed.
- Each instance of the master case display will update automatically in real time as cases are entered, processed or closed.
- Each user has the ability to self-assign unassigned cases according to the user's availability and specialization in issue types.
- The system displays alerts to indicate when new cases have been posted and when inquiries are about to go past due.
- The capability to view all pending cases or a sorted/filtered subset easily and quickly.
- Logging of issues for future follow-up.
- Codes are available for multiple root causes and contributing factors for each inquiry.
- The system will automatically populate time stamps at the time of receipt and time of closure of case records.

**Flexible Reporting**

Standard and Ad-Hoc reports containing standard reports that track:

- Average time to close
- Issue volumes and types
- Information by location
- Region
- Service type
- Etc...

Ability for users to quickly produce custom or Ad-Hoc reports to meet specific requirements.

- Reports can be saved, emailed to a distribution list in a variety of formats, including Microsoft Excel for further examination, automatically (time based) or manually on demand.
- Additional formats, PDF, Word, RTF
- Ability to create and save Ad Hoc reports for future use.
- Ability to view data in a variety of graphs, table or chart formats; bar, pie, line, histograms, , linear trend lines, etc.

Standard reports BBR to print investigation reports complete with required forms in the proper order

- IE...Administrative hearing packets, Disqualification/Repayment, Prosecutor packets with various Prosecutor forms. These reports are not included in the fixed price and additional charges will apply in accordance with the schedule of fees for "template letters and reports".

**Complaint Templates**

- BBR system leads user through a defined process for complaint capture insuring data is collected in a manner that facilitates the stratification of the data and leads to rood cause identification.
- BBR necessary collect relevant data when case investigation dictate a change in direction, IE...start as Trafficking case, discover several FEE cases, includes and IPV and add additional program violations (CDC/MA)
- Ability to track evidence for the case as well as specific evidence associated with specific individuals associated with the case.

**Integration Abilities**

Ease of integration with other critical back office systems, such as:

- Connectivity to Bridges for data completeness with data query updates every time investigation is accessed, pulling program payments and populating tables by date inquiry. Tracking overpayment amounts and disqualifications by program.
- Medicaid System, The Michigan Automated Prescription System (MAPS), MSHDA, Unemployment Benefits, others as deemed necessary.



- Civil Service data for employee records.
- Connectivity to third party GIS mapping software for client address information in all systems, as well as FNS store geographical data.

The pricing provided in Attachment A for integration to External Databases includes a Web Services standard interface to the following back office systems:

- 1) Bridges for DHS
- 2) Medicated for DCH
- 3) The Michigan Automated Prescription Systems (MAPS) for LARA

**Export Ability**

- To Excel, graphing software, MS Access (for specific reporting purposes)
- Data exported nightly to DHS warehouse.

**Search Functionality**

Enable a fuzzy text search of entire system, including attachments (i.e. Name, Date, Problem Category, etc.)

**Allow for Set-up of Standard Letters**

- Standard responses can be created, modified and set up in library for use as required.
- Letterhead and signature flexibility, update templates with small changes like this.
- Ability for mass letter template generation for mailings to contact people from a single case, for windowed envelopes or for printing to envelopes.

**Help Function**

System provided full help functionality with corrective directions, as required.

**Forced Fields**

System can set any combination of fields to be filled in before you can continue in the system ensuring you get the required data consistently.

- To be set BBR.
- Tentative over-ride that allows the user to move forward, but needs to complete before submission.

**Customization Capabilities – Maintainability**

Self-administer capability allowing ease of adding/deleting:

- Users and passwords
- System access and password modifications
- Selection category administration terms i.e. Issues, Causes, Products, Regions, Divisions, Inquiry Types, Severity, Data Lists, Client Records, Standard Response Letters

**Customizable Forms/Reports**

Selection Categories:

- Case status
- SOP timeframes
- County Prosecutor
- District/Section/Unit
- Various Drop-downs
- Ability to add/delete/modify programs

Ability to add/delete/modify forms/reports/letters

**Resource Tracking Tables/module**

Employee Data

- Employee personal information
- Emergency Contact
- Work location
- Work phone/cell
- Personnel Data
- Training Data
- Classification

Resources/Asset Tracking module

- Vehicles
- Equipment



**Mass Data Entry/Input**

BBR add new case or add to existing case from data mining projects or client FS use reviews at specific stores.

**Reporting Templates**

- Standard Monthly, Quarterly, Annual reports
- Tracking overpayments and cost savings by program
- Investigative Time Report tracking

**Compiling Reports**

BBR print and collate investigative reports and associated documents

BBR = Based on Business Rules refers to process flow in the system that will be identified and established during set-up and configuration.

**II. Services and Deliverables To Be Provided**

The system shall be installed and in operation by [December 31, 2012]. These deliverables are not all inclusive. Contractors may propose other deliverables.

**Base Year Activities (One Time)**

**N. Set-up and Configuration**

The Contractor shall configure a beta application and move the application into the production environment once beta testing, and subsequent changes have been implemented.

The Contractor shall provide Web-based training for System Administrator(s) and “Train-The-Trainer”.

**Deliverables**

- Successful completion of configuration of i-Sight in accordance with the BA “Business Requirements Document” developed during the Business Analysis and Process Mapping phase of the project.
- Successful testing of the configured i-Sight application
- Successful provisioning of a test environment for the State to begin Acceptance Testing

**O. Business Analysis and Process Mapping**

Customer Expressions will provide a process design expert who will map business process; complete documentation of process and requirements; complete user acceptance testing. The process map will then be used to document the field level specification.

**Deliverables**

- Develop project schedule detailing projects tasks
- Business Requirements Document - A detailed Business Requirements document will be elicited & developed by Supplier and signed off by the State.  
Input to this document will come from the Business Requirements supplied in the SOW as well as joint sessions with Supplier and the State to provide additional details, clarification and any modification to the State’s requirements.

**P. Integration to External Databases**

The Contractor shall perform integration to following external databases using the Web Services standard interface:

- 3) Bridges for DHS
- 4) Medicated for DCH
- 5) The Michigan Automated Prescription Systems (MAPS) for LARA

**Deliverables**

- Data Feed Mapping Documentation - Supplier will work with the State to map data from one system to i-Sight and vice versa. This will be done for each system that requires integration.
- System Integration Testing



**Q. i-Sight Ad-Hoc Report Writing Workshop**

The workshop provides a customized report writing program conducted via web conference.

**Deliverables**

- Workshop training materials – includes a powerpoint slide deck and notes describing basic functions within the reporting tool
- Delivery of training services – one day web based training for up to 8 attendees that will include an overview of the reporting tool.

**R. Historical Data Migration**

The Contractor will migrate approximately 250,000 records into the new Case Management System.

- 205,000 records from an Oracle Database (ARSIG)
- 40,000 records from an Oracle Database (FEE)
- 3,300 records from an Access Database (NRI)

The Contractor will be responsible for importing historical data from the State's existing solution. The State is to provide files following the requirements below.

- File received is a standard ASCII text delimited file using either a comma or some other delimiter.
- One record per line of text i.e. no run over due to large amounts of text
- Less than 100 fields in each record
- Less than 150,000 records per file – multiple files are acceptable
- Data cleansing prior to data upload will be the responsibility of the State
- The State is responsible to create a migration table explicitly stating which column in the migration file is to be mapped to which field in the i-Sight application
- The Contractor will not modify or add data to these files and will not be responsible for missing or incorrect source data entries in fields and/or records

**Deliverables**

- Data mapping document
- Creation of data import scripts
- Data testing and validation

**S. 5 Terabytes of Storage**

The Contractor will provide the necessary hardware to provision up to 5 Terabytes of storage during the term of the agreement.

**Deliverable**

- 5 Terabytes of Storage space

**Base Year Activities (Recurring Costs)****T. Ongoing Hosting, Maintenance and Technical Support**

The Contractor will provide the following services:

**c. Hosting & Maintenance:**

i-Sight is hosted in Ottawa, Canada and includes up to 100 Gigabytes of data storage.

**4 Back-up Procedure**

The Contractor will back up all client data on tapes for seven years.

The Contractor controls all hardware and electronic media so that no confidential information is incorrectly disclosed.



All i-Sight servers are configured with RAID-1 and a RAID-5/6 SCSI data drives. Data is backed-up to tape on a monthly basis.

Back-up of production servers is done daily using either an incremental or full backup. The backup tapes are rotated weekly and then monthly.

Part of the backup process is the verification of the data to ensure the backup has worked.

These monthly backup tapes are transferred by a third-party secure storage vendor to a secure off-site location. All such transfers are logged in the Contractor's Tracking System.

The Director of IT or his designate is responsible for the testing of the back-up tapes. The back-ups are restored to a hard drive and then the information is accessed. A log is kept of each test indicating:

- Tape being tested
- Successful or Failed Back-up
- Impact of Failure
- Resolution

The log is kept in The Contractor's Tracking System.

Back-up testing is scheduled as per the following:

- a randomly selected Monthly back-up tape is tested once a month
- each Monthly back-up tape is tested prior to archive

Tapes are checked at the beginning of the business day (as per the intervals described above) and in the event of a failure another back-up tape is run immediately. The second back-up is also tested and the test is recorded as described above.

### **Retirement and Disposal of Media**

Backup tapes are destroyed after seven years under the supervision of the VP Operations in order to avoid media failures. Records are kept of what tapes are destroyed.

Prior to retirement and disposal, the VP Operations will ensure the following:

- the media no longer contains active backup images or that any active backup images have been copied to other media
- the media's current or former contents can not be read or recovered by an unauthorized party

The Contractor does not recycle media.

## **5 Service Level Warranty**

- 5.1 For the purposes of this Agreement, an unscheduled downtime ("Unscheduled Downtime") shall be deemed to have occurred if the Customer is unable to access the Hosted Application Services because the Service Provider failed to provide the Hosted Application Services for more than thirty (30) consecutive minutes without prior notification. For purposes of the foregoing, "unable to access" shall mean loss of connectivity by Customer to the Hosted Application Services due to reasons which are not beyond the Service Provider's control. Problems with Customer's personal computers or the network between Customer and the Service Provider's Internet server hosting facility will be deemed to be





- beyond the Service Provider's control. Problems with the Service Provider's software and hardware, shall be deemed to be within the Service Provider's control. The Service Provider does not monitor and makes no representations or warranties regarding data transmissions over the Internet. Outages during the Service Provider's scheduled maintenance window, which occur between 00:01 hrs Eastern Standard Time ("EST") and 05:59 hrs EST shall not be deemed to be a failure to provide the Hosted Application Services.
- 5.2 In the event that the amount of Unscheduled Downtime in any month exceeds (i) three (3) hours during the hours between 6:00 a.m. and 6:00 p.m. EST, Monday through Friday ("Peak Hours"); or (ii) twelve (12) hours during all other times (not including scheduled downtime) the Service Provider will credit to the Customer ten percent (10%) of the fees paid for that month. In order to receive credit hereunder, the Customer must make a written request to the Service Provider within thirty (30) days of the Unscheduled Downtime.
- 5.3 Hosted Application update service - As part of the Hosted Application update service, the Service Provider shall provide to the Customer:
- 5.3.1 any known problem resolutions relating to the Hosted Application or the Hosted Application Services on a periodic basis;
- 5.3.2 corrections for problems that the Service Provider diagnoses as defects in a currently supported version of the Hosted Application or the Hosted Application Services;
- 5.3.3 improvements required to allow the Hosted Application to operate in conformance with new versions or releases of web based browser software so long as such Improvements are technically feasible.
- 5.4 "Errors" means a defect or bug which prevents the Hosted Application or the Hosted Application Services from performing in accordance with the subscribed Plan and the relevant documentation and specifications. "Correction" or "correcting" means modification or an addition that when made or added establishes conformity of the Hosted Application or the Hosted Application Services to the subscribed Plan and relevant documentation and specifications. The Service Provider shall be responsible only for correcting Errors in the Hosted Application and the Hosted Application Services. The Service Provider is not required to provide any maintenance support services relating to problems arising out of (i) the Customer's use of unsupported materials; (ii) changes to the Customer's operating system or environment which adversely affect the Hosted Application Services; (iii) any alterations of or additions to the Hosted Application Services performed by parties other than the Service Provider or at the direction of the Service Provider; (iv) use of the Hosted Application Services in a manner for which they were not designed; (v) accident, negligence, or misuse of the Hosted Application Services, except that of or caused by Service Provider; (vi) introduction by the Customer of data into any database used by the Hosted Application Services by any means other than the use of the Hosted Application Services; or (vii) use of the Hosted Application Services on equipment or in connection with third party software other than for which it was designed and access provided. If it is determined that the problem was not related to the supported Hosted Application or the Hosted Application Services, and the Customer requests the Service Provider to do further work, then the Customer hereby agrees to pay reasonable travel and lodging expenses in addition to the Service Provider's standard consulting rates. Travel time will be charged at consulting rates.



5.5 The Customer is solely responsible for the content of any of its transmissions or those of any third party utilizing the Customer's login ID and passwords. Use of any third party's network or computing resources are subject to their respective permission and usage policies. The Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content, solicitation of any activity that is prohibited by applicable law over Internet. The Customer further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

#### **d. Technical Support**

##### **6 Support Procedure**

- 2.1 Incidents may be submitted by the Customer through e-mail or, for Priority 1 issues, via telephone. Support service includes three (3) employees of the Customer having telephone and e-mail access to employees of the Service Provider who have the necessary technical expertise and experience to understand and consider the Customer's inquiries concerning Hosted Application or the Hosted Application Services support.
- 2.2 Priority 1 means: more than one (1) person having trouble connecting to the Service Provider Server, receiving network errors, inability to log cases or access the Hosted Application or Hosted Application Services.
- 2.3 Priority 1 procedure: The Customer shall call in Priority1 issues to the Service Provider's technical support hotline at 1-800-465-6089 which will be manned 24 hours per day/seven days per week by a live person who has the necessary technical expertise and experience to understand and consider the Customer's inquiries concerning Hosted Application or the Hosted Application Services support. The Service Provider will respond to Priority 1 issues (i) during Peak Hours within one (1) hour and will use diligent efforts to create a solution or workaround within four (4) hours; and (ii) during off-peak Hours within three (3) hours and will use diligent efforts to create a solution or work around within twelve (12) hours.
- 2.4 Priority 2 means: questions about functionality, comments or requests for features the Customer would like to have. Subject to Canadian and provincial (Ontario) statutory holidays, the Service Provider will respond to Priority 2 feedback within one (1) business day.
- 2.5 Priority 2 procedure: The Customer shall include via e-mail to support@customerexpressions.com any error messages the Customer receives; the Customer's name, and either a telephone number or e-mail address for communication purposes.

#### **U. System Access Fees for up to 150 named users**

Contract Add Description.....

Individuals who will only be submitting issues into the system are not considered users and are not included in the 150 count and there is no cost associated with the use of this functionality.

##### **Deliverables**

- Username and passwords that will enable access to the i-Sight online application.

#### **Optional Services to be Provided**

##### **V. Word Document Templates**

The Contractor will embed Word document templates into the i-Sight Case Record to provide auto-field population from pre-defined fields within the application.

**Deliverables**

- templates that can be accessed and automatically generated via the i-Sight case file

**W. Customization Requests Over and Above Standard i-Sight Configuration**

Any requests over and above the functionality captured within the Business Requirements Document will be quoted on a fixed price basis as the work is requested.

**X. Web Conference Training Course**

The Contractor can provide additional training courses beyond what is required in the Contract.

**Y. On-Site Training Course**

The Contractor offers on-site end user training courses. Trainers are ready to deliver a half-day course. The class size is limited to 10 participants.

**1.200 Roles and Responsibilities****1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES****A. Contractor Staff**

The Contractor will provide an organizational chart upon request indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

The **Single Point of Contact** for this Contract is identified below:

Name: Joe Gerard  
Telephone: 613-244-5111  
E-mail: jgerard@customerexpressions.com

All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following as key personnel for this project:

- Project Manager: Dan Lagasse
- Business Analyst: Sara Ghoreishi Nejad and/ or Sandra Myers

The Contractor will provide a **Project Manager** to interact with the designated personnel from the State to insure a smooth transition to the new system. The project manager/technical lead will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager/technical lead responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team



- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

## **B. On Site Work Requirements**

### **1. Location of Work**

The work is to be performed, completed, and managed at the following locations: 940 Belfast Rd. Suite 201, Ottawa, Ontario, Canada, K1G 4A2. Some of the work conducted during the Business Analysis phase and User Acceptance Testing may be performed on site at State offices:

The Grand Tower  
235 South Grand Avenue  
Lansing, MI 48909

### **2. Hours of Operation:**

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

### **3. Travel:**

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

### **4. Additional Security and Background Check Requirements:**

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

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

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

## **1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES**

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a DTMB and Agency project manager:

### **Executive Subject Matter Experts**

The Executive Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME's will be empowered to:

- Resolve project issues in a timely manner



- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor’s project manager, within 48-hours of their expected decision date.

**State Project Manager**

DTMB will provide a Project Manager who will be responsible for the State’s infrastructure and coordinate with the Contractor in determining the system configuration.

The State’s Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title
Nicole Schrauben	DTMB	Project Manager

**1.203 RESERVED - OTHER ROLES AND RESPONSIBILITIES**

**1.300 Project Plan**

**1.301 PROJECT PLAN MANAGEMENT**

**Project Plan**

The Contractor will provide a Project Plan including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State.

1. In particular, the Project Plan will include a MS Project plan or equivalent (check the SUITE/PMM standard):
  - a. A description of the deliverables to be provided under this contract.
  - b. Target dates and critical paths for the deliverables.
  - c. Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
  - d. The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Project Plan.
  - e. Internal milestones
  - f. Task durations.
  - g. Deliverable/milestones for which payment shall be made.

**Orientation Meeting**



The Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Performance Review Meetings**

The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### **Project Control**

1. The Contractor will carry out this project under the direction and control of DTMB and DHS.
2. The Contractor will submit the project plan to the State project manager for final approval. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
  - The Contractor's project organizational structure.
  - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
  - The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
  - The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
  - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
    - Staffing tables with names of personnel assigned to Contract tasks.
    - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed, updated semi-monthly).
    - Updates must include actual time spent on each task and a revised estimate to complete.
    - Graphs showing critical events, dependencies and decision points during the course of the Contract.
  - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

### **1.302 REPORTS**

Reporting formats must be submitted to the State's Project Manager for approval. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

- Regular Project status
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control





## **1.400 Project Management**

### **1.401 ISSUE MANAGEMENT**

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Business leads

Level 2 – Project Managers

Level 3 – Executive Subject Matter Experts (SME's)

### **1.402 RISK MANAGEMENT**

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

### **1.403 CHANGE MANAGEMENT**

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Procurement Buyer, who will make recommendations to the DTMB Chief Procurement Officer regarding ultimate approval/disapproval of change



request. If the DTMB Chief Procurement Officer agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the DTMB-Procurement Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB-Procurement, risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

### **1.500 Acceptance**

#### **1.501 CRITERIA**

The criteria to determine if the software solution meets the requirements shall be the Business Requirements Document that will be developed and agreed upon by both parties during the “Business Analysis” phase of the project.





## **1.502 FINAL ACCEPTANCE**

Final Acceptance shall be deemed to have been accepted by the State upon the completion of a formal acceptance test which formal acceptance test shall be conducted on the following terms: (i) the Supplier shall notify the State in writing that i-Sight is ready for acceptance; (ii) upon receipt of such notice the State shall test i-Sight in a manner it deems appropriate for a period not to exceed three (3) calendar weeks; (iii) upon the expiration of such three (3) week period the State shall either certify to the Supplier that i-Sight is accepted or without delaying the payment deadlines deliver to the Supplier a written description of any specific claimed defects in i-Sight, which defects shall be limited to the failure of i-Sight to conform to the specifications contained in the Business Requirements Document; (iv) upon receipt of such written description the Supplier shall determine whether any of such claimed defects are bona fide defects, and if so shall proceed immediately to remedy the same, whereupon the formal acceptance test procedure may again be run. Certification by the State that i-Sight is accepted, or in the absence of such certification, the failure of the State to provide the Supplier within three (3) weeks with a written description of bona fide defects, shall constitute completion of the formal acceptance test.

## **1.600 Compensation and Payment**

### **1.601 COMPENSATION AND PAYMENT**

#### **Method of Payment**

The project will be paid in accordance with the Pricing Table(s) provided in **Attachment A**.

#### **Travel**

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

#### **Out-of-Pocket Expenses**

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

In the event travel is required, all travel reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at:

[http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html)

All air, car and hotel reservations must be made through the State Contract with Passageways Travel at (517) 333-5880 or (800) 915-8729. All original receipts must be included with your travel voucher and invoices, which must include the purchase order number. Failure to follow this policy will result in reduced reimbursement.

#### **Statements of Work and Issuance of Purchase Orders**

- Unless otherwise agreed by the parties, each Statement of Work will include:
  1. Background
  2. Project Objective
  3. Scope of Work
  4. Deliverables
  5. Acceptance Criteria
  6. Project Control and Reports
  7. Specific Department Standards
  8. Payment Schedule
  9. Travel and Expenses
  10. Project Contacts
  11. Agency Responsibilities and Assumptions
  12. Location of Where the Work is to be performed



### 13. Expected Contractor Work Hours and Conditions

- The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

#### **Invoicing**

Contractor will submit properly itemized invoices to

DTMB – Financial Services  
Accounts Payable  
P.O. Box 30026  
Lansing, MI 48909

or

[DTMB-Accounts-Payable@michigan.gov](mailto:DTMB-Accounts-Payable@michigan.gov)

. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

#### **1.602 RESERVED - HOLDBACK**



## **Article 2. Terms and Conditions**

### **2.000 Contract Structure and Term**

#### **2.001 CONTRACT TERM**

This Contract is for a period of **five (5)** years beginning 08/31/2012 through 08/30/2017. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 OPTIONS TO RENEW**

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to **two (2)** additional **one (1)** year periods.

#### **2.003 LEGAL EFFECT**

Contractor accepts this Contract by signing two copies of the Contract and returning them to the DTMB-Procurement. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

#### **2.004 ATTACHMENTS & EXHIBITS**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

#### **2.005 ORDERING**

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

#### **2.006 ORDER OF PRECEDENCE**

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.



## 2.007 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

## 2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

## 2.009 REFORMATION AND SEVERABILITY

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

### 2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

## 2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

## 2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

### 2.020 Contract Administration

## 2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget and the Department of Human Services (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The DTMB-Procurement Contract Administrator for this Contract is:

Steve Motz, Buyer  
Procurement  
Department of Technology, Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
Email: [motzs@michigan.gov](mailto:motzs@michigan.gov)  
Phone: 517-241-3215

## 2.022 CONTRACT COMPLIANCE INSPECTOR

The DTMB Chief Procurement Officer directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. DTMB-Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is identified on the cover page:



## 2.023 PROJECT MANAGER

The State project manager is identified in Article 1, Section 1.202 of the Contract.

## 2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

### (1) Change Request at State Request

If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

### (2) Contractor Recommendation for Change Requests:

Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.

### (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

### (4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").



- (5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Procurement.
- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

## 2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

### State:

State of Michigan  
Procurement  
Attention: Steve Motz  
PO Box 30026  
530 West Allegan  
Lansing, Michigan 48909

### Contractor:

See Contractor Information on Cover Page of Contract.

Either party may change its address where notices are to be sent by giving notice according to this Section.

## 2.026 BINDING COMMITMENTS

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.

## 2.027 RELATIONSHIP OF THE PARTIES

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

## 2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

## 2.029 ASSIGNMENTS

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or





novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

### **2.030 General Provisions**

#### **2.031 MEDIA RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

#### **2.032 CONTRACT DISTRIBUTION**

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

#### **2.033 PERMITS**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

#### **2.034 WEBSITE INCORPORATION**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

#### **2.035 FUTURE BIDDING PRECLUSION**

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

#### **2.036 FREEDOM OF INFORMATION**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

#### **2.037 DISASTER RECOVERY**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.



## **2.040 Financial Provisions**

### **2.041 FIXED PRICES FOR SERVICES/DELIVERABLES**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

### **2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

### **2.043 SERVICES/DELIVERABLES COVERED**

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract.

### **2.044 INVOICING AND PAYMENT – IN GENERAL**

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the DTMB Chief Procurement Officer. This activity shall occur only upon the specific written direction from DTMB-Procurement.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) shall mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

### **2.045 PRO-RATION**

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.





## **2.046 ANTITRUST ASSIGNMENT**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## **2.047 FINAL PAYMENT**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute 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 unsettled.

## **2.048 ELECTRONIC PAYMENT REQUIREMENT**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

### **2.050 Taxes**

#### **2.051 EMPLOYMENT TAXES**

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

#### **2.052 SALES AND USE TAXES**

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

### **2.060 Contract Management**

#### **2.061 CONTRACTOR PERSONNEL QUALIFICATIONS**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

#### **2.062 CONTRACTOR KEY PERSONNEL**

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.



- (c) The State shall have 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 shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the 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"). Unauthorized Removals 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. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

### **2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

### **2.064 CONTRACTOR PERSONNEL LOCATION**

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

### **2.065 CONTRACTOR IDENTIFICATION**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

### **2.066 COOPERATION WITH THIRD PARTIES**

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to



activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

#### **2.067 CONTRACT MANAGEMENT RESPONSIBILITIES**

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

#### **2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES**

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

#### **2.070 Subcontracting by Contractor**

#### **2.071 CONTRACTOR FULL RESPONSIBILITY**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

#### **2.072 STATE CONSENT TO DELEGATION**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Procurement has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

#### **2.073 SUBCONTRACTOR BOUND TO CONTRACT**

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall



be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

#### **2.074 FLOW DOWN**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

#### **2.075 COMPETITIVE SELECTION**

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

#### **2.080 State Responsibilities**

#### **2.081 EQUIPMENT**

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

#### **2.082 FACILITIES**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

#### **2.090 Security**

#### **2.091 BACKGROUND CHECKS**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.



## **2.092 SECURITY BREACH NOTIFICATION**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

## **2.093 PCI DATA SECURITY STANDARD**

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

### **2.100 Confidentiality**

#### **2.101 CONFIDENTIALITY**

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

#### **2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION**

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, 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 scope of responsibility, 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 and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

### **2.103 EXCLUSIONS**

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.104 NO IMPLIED RIGHTS**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

### **2.105 RESPECTIVE OBLIGATIONS**

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

#### **2.110 Records and Inspections**

### **2.111 INSPECTION OF WORK PERFORMED**

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

### **2.112 EXAMINATION OF RECORDS**

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.



### **2.113 RETENTION OF RECORDS**

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **2.114 AUDIT RESOLUTION**

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

### **2.115 ERRORS**

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.

### **2.120 Warranties**

#### **2.121 WARRANTIES AND REPRESENTATIONS**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or



- otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
  - (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
  - (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
  - (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
  - (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
  - (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
  - (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Procurement.

#### **2.122 WARRANTY OF MERCHANTABILITY**

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

#### **2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

#### **2.124 WARRANTY OF TITLE**

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.





## **2.125 EQUIPMENT WARRANTY**

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it shall maintain the equipment/system(s) in good operating condition and shall undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within 5 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

## **2.126 EQUIPMENT TO BE NEW**

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

## **2.127 PROHIBITED PRODUCTS**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order pursuant to **Section 2.024**.

## **2.128 CONSEQUENCES FOR BREACH**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

### **2.130 Insurance**

#### **2.131 LIABILITY INSURANCE**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.



All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See [www.michigan.gov/dleg](http://www.michigan.gov/dleg).

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked  below:

- 1. Commercial General Liability with the following minimum coverage:  
 \$2,000,000 General Aggregate Limit other than Products/Completed Operations  
 \$2,000,000 Products/Completed Operations Aggregate Limit  
 \$1,000,000 Personal & Advertising Injury Limit  
 \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:  
 \$100,000 each accident  
 \$100,000 each employee by disease  
 \$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in



collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

### 2.132 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

### 2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to DTMB-Procurement, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the DTMB Chief Procurement Officer. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.



## **2.140 Indemnification**

### **2.141 GENERAL INDEMNIFICATION**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

### **2.142 CODE INDEMNIFICATION**

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

### **2.143 EMPLOYEE INDEMNIFICATION**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

### **2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.



## **2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

## **2.146 INDEMNIFICATION PROCEDURES**

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. 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. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

### **2.150 Termination/Cancellation**

## **2.151 NOTICE AND RIGHT TO CURE**

If the Contractor materially breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.





### **2.152 TERMINATION FOR CAUSE**

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

### **2.153 TERMINATION FOR CONVENIENCE**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

### **2.154 TERMINATION FOR NON-APPROPRIATION**

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.



- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

#### **2.155 TERMINATION FOR CRIMINAL CONVICTION**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

#### **2.156 TERMINATION FOR APPROVALS RESCINDED**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

#### **2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION**

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in as applicable, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

#### **2.158 RESERVATION OF RIGHTS**

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.



## **2.160 Termination by Contractor**

### **2.161 TERMINATION BY CONTRACTOR**

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

## **2.170 Transition Responsibilities**

### **2.171 CONTRACTOR TRANSITION RESPONSIBILITIES**

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 180 days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

### **2.172 CONTRACTOR PERSONNEL TRANSITION**

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

### **2.173 CONTRACTOR INFORMATION TRANSITION**

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

### **2.174 CONTRACTOR SOFTWARE TRANSITION**

The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

### **2.175 TRANSITION PAYMENTS**

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from





transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

#### **2.176 STATE TRANSITION RESPONSIBILITIES**

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

#### **2.180 Stop Work**

#### **2.181 STOP WORK ORDERS**

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

#### **2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER**

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

#### **2.183 ALLOWANCE OF CONTRACTOR COSTS**

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

#### **2.190 Dispute Resolution**

#### **2.191 IN GENERAL**

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.



## 2.192 INFORMAL DISPUTE RESOLUTION

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the DTMB Chief Procurement Officer, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

- (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
  - (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
  - (3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
  - (4) Following the completion of this process within 60 calendar days, the DTMB Chief Procurement Officer, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.
- (c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

## 2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

## 2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

### 2.200 Federal and State Contract Requirements

## 2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.



## **2.202 UNFAIR LABOR PRACTICES**

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

## **2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

## **2.204 PREVAILING WAGE**

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

### **2.210 Governing Law**

#### **2.211 GOVERNING LAW**

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

#### **2.212 COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

#### **2.213 JURISDICTION**

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.



## **2.220 Limitation of Liability**

### **2.221 LIMITATION OF LIABILITY**

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

## **2.230 Disclosure Responsibilities**

### **2.231 DISCLOSURE OF LITIGATION**

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
  - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
  - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
  - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Procurement.
  - (2) Contractor shall also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



- (3) Contractor shall also notify DTMB-Procurement within 30 days whenever changes to company affiliations occur.

### **2.232 CALL CENTER DISCLOSURE**

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

### **2.233 BANKRUPTCY**

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

### **2.240 Performance**

### **2.241 TIME OF PERFORMANCE**

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

### **2.242 SERVICE LEVEL AGREEMENT (SLA)**

- (a) SLAs will be completed with the following operational considerations:
  - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
  - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
  - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
  - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
    - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.





- (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

## **2.243 RESERVED - LIQUIDATED DAMAGES**

### **2.244 EXCUSABLE FAILURE**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.



## **2.250 Approval of Deliverables**

### **2.251 DELIVERY OF DELIVERABLES**

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document (“Written Deliverable”) or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State’s review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute’s Capability Maturity Model for Software (“CMM Level 3”) or its equivalent.

### **2.252 CONTRACTOR SYSTEM TESTING**

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor’s development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor’s System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor’s system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor’s System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State’s projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor’s System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State’s computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor’s test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

### **2.253 APPROVAL OF DELIVERABLES, IN GENERAL**

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by



the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

#### **2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is





approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

## **2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES**

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

## **2.256 FINAL ACCEPTANCE**

See Section 1.502.

### **2.260 Ownership**

#### **2.261 OWNERSHIP OF WORK PRODUCT BY STATE**

Excluding the iSight software code, or any modifications to the iSight software code, the State owns all other Deliverables, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

#### **2.262 RESERVED - VESTING OF RIGHTS**



## **2.263 RIGHTS IN DATA**

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

## **2.264 OWNERSHIP OF MATERIALS**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

### **2.270 State Standards**

## **2.271 EXISTING TECHNOLOGY STANDARDS**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

## **2.272 ACCEPTABLE USE POLICY**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

## **2.273 SYSTEMS CHANGES**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

### **2.280 Extended Purchasing**

## **2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY**

### **MiDEAL Requirements**

1. The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing. A current listing of approved MiDEAL Members is available at: [www.michigan.gov/mideal](http://www.michigan.gov/mideal).
2. The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Purchasing Operations.
3. The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.



4. Estimated requirements for MiDEAL members are not included in the quantities shown in this RFP, unless otherwise noted.
5. The State of Michigan reserves the right to negotiate additional discounts based on any increased volumes by MiDEAL members.

## 2.282 RESERVED - STATE EMPLOYEE PURCHASES

## 2.283 RESERVED - COOPERATIVE PURCHASING

### 2.290 Environmental Provision

#### 2.291 ENVIRONMENTAL PROVISION

**Energy Efficiency Purchasing Policy:** The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

**Environmental Purchasing Policy:** The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**Hazardous Materials:** For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.



- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

**Labeling:** Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

**Refrigeration and Air Conditioning:** The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**Environmental Performance:** Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

### **2.300 Deliverables**

#### **2.301 SOFTWARE**

The Contractor will provide all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice).

#### **2.302 HARDWARE**

The Contractor will provide all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice).

### **2.310 Software Warranties**

#### **2.311 PERFORMANCE WARRANTY**

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

#### **2.312 NO SURREPTITIOUS CODE WARRANTY**

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the



positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

### **2.313 CALENDAR WARRANTY**

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

### **2.314 THIRD-PARTY SOFTWARE WARRANTY**

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

### **2.315 PHYSICAL MEDIA WARRANTY**

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

### **2.320 Software Licensing**

#### **2.321 RESERVED - CROSS-LICENSE, DELIVERABLES ONLY, LICENSE TO CONTRACTOR**

#### **2.322 RESERVED - CROSS-LICENSE, DELIVERABLES AND DERIVATIVE WORK, LICENSE TO CONTRACTOR**

#### **2.323 RESERVED - LICENSE BACK TO THE STATE**





### **2.324 LICENSE RETAINED BY CONTRACTOR**

Subject to payment of the fees outlined in this Contract, the Contractor grants to the State a non-exclusive, site-wide, irrevocable, transferable license to use the Software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location but limited by the number of paid named users.

The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

### **2.325 PRE-EXISTING MATERIALS FOR CUSTOM SOFTWARE DELIVERABLES**

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

#### **2.330 Source Code Escrow**

#### **2.331 DEFINITION**

"Source Code Escrow Package" shall mean:

- (a) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
- (b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (c) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

#### **2.332 DELIVERY OF SOURCE CODE INTO ESCROW**

Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within (30) thirty days of the execution of this Contract.

#### **2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW**

If at any time during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

#### **2.334 VERIFICATION**

The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

#### **2.335 ESCROW FEES**



The Contractor will pay all fees and expenses charged by the Escrow Agent.

### **2.336 RELEASE EVENTS**

The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

- (a) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
- (b) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
- (c) The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

### **2.337 RELEASE EVENT PROCEDURES**

If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section**, then:

- (a) The State shall comply with all procedures in the Escrow Contract;
- (b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (c) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

### **2.338 LICENSE**

Upon release from the Escrow Agent pursuant to an event described in this **Section**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

### **2.339 DERIVATIVE WORKS**

Any Derivative Works to the source code released from escrow that are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.



**Attachment A – Contract Pricing**

**Summary Table: Summary Costs for Base Years**

Table No.	Project Cost(s)	Cost (\$)
Table 1	One Time Costs (Base Years)	\$341,000.00
Table 2	Recurring Costs (Base Years)	\$870,000.00
Table 3	Funding for Optional Software/Services <i>(Current funding included in based contract value, this amount can be increased for additional scope and services)</i>	\$10,000.00
<b>Total Base Year Costs</b>		<b>\$1,221,000.00</b>

**Table 1: One Time Costs (Base Years)**

No.	Deliverable	Cost (\$)	Estimated Days	Billing Schedule	Comments
N.	Set-up and Configuration	\$133,300.00	N/A	Billed on Contract Signing	This fee includes the configuration of a beta application and moving the application into the production environment once beta testing, and subsequent changes have been implemented. Web-based training for System Administrator(s) and “Train-The-Trainer” is also included in the set-up fee.
O.	Business Analysis and Process Mapping	\$75,000.00	50	Billed upon acceptance of the Business Requirements Document	Customer Expressions will provide a Business Analyst who will map business process; complete documentation of process and requirements; complete user acceptance testing. The process map will then be used to document the field level specification.
P.	Integration to External Databases	\$15,000.00	10	Payable on State’s Final Acceptance of i-Sight	The \$15,000.00 is for the 3 interfaces identified in 1.104.II.C For additional integration not included in the fixed price, Customer Expressions charges \$1,500.00 per day to perform client integration requirements using either Web Services standard interface or an SFTP option. A per diem rate is applied as the level of effort will vary depending on the complexity of the integration.
Q.	i-Sight Ad-Hoc Report Writing Workshop	\$2,700.00	3	Payable on State’s Final Acceptance of i-Sight	The 3 day workshop provides a customized report writing program conducted via web conference.
R.	Historical Data Migration	\$45,000	30	Billed on Completion of Services	Customer Expressions will perform data migration subject to the State providing the data files in accordance with the requirements outlined in Section 1.104 E) Historical Data Migration.
S.	5 Terabytes of Storage	\$70,000	NA	50% Billed on Contract Signing	This fee will provide the State with up to 5 terabytes of storage during the term of the agreement.





				50% Billed Upon Solution Entering Production	
	<b>Total One Time Cost (Base Years)</b>	<b>\$341,000.00</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>



**Table 2: Recurring Costs: Base Years**

No.	Deliverable	Cost (\$) per Unit	Unit Type	Unit QTY	5 Year Cost	Billing Schedule	Comments
T.	<b>Annual Hosted Service Fee and User Fees</b>	\$24,000.00	Year	5 Years	\$120,000.00	Payable on State's Final Acceptance of i-Sight	This fee includes hosting, maintenance and unlimited 24/7 technical support.
U.	<b>System Access Fees for up to 150 named users</b>	\$150,000.00	Year	5 Years	\$750,000.00	Payable on State's Final Acceptance of i-Sight	Individuals who will only be submitting issues into the system are not considered users. There is not cost associated with the use of this functionality.  Additional Users will be billed at a rate of \$1,000.00/user/year
	<b>Total 5 Year Recurring Cost (Base Years)</b>	N/A	N/A	N/A	\$870,000.00	N/A	N/A

**Table 3: Optional Costs**

No.	Optional Deliverable	Cost (\$)	Billing Schedule	Comments
V.	<b>Word Document Templates</b>	\$ 500.00 per Letter Template  \$1,000.00 per Case Summary Report template	Billed on Completion of Services	Customer Expressions charges to embed Word document templates into the i-Sight Case Record to provide auto-field population from pre-defined fields within the application.
W.	<b>Customization Requests Over and Above Standard i-Sight Configuration</b>	\$1,500.00 per day	Billed on Completion of Services	Customer Expressions charges \$1,500.00 per day to perform client requested customizations. A per diem rate is applied as the level of effort will vary depending on the complexity of the customization.
X.	<b>Web Conference Training Course</b>	\$ 750.00 per day	Billed on Completion of Services	Customer Expressions offers end user training conducted via web conference.
Y.	<b>On-Site Training Course</b>	\$1,500.00 per day	Billed on Completion of Services	Customer Expressions offers on-site end user training courses. Trainers are ready to deliver a half-day course. The cost of on-site training is \$1,500.00 per day plus expenses with a class size limited to 10 participants.



**Glossary**

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.



Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.