

STATEMENT OF WORK – [Company Name] # [N]– [General Name For Project]

PREAMBLE

This Statement of Work (“SOW”) accompanies the following agreement: _____ (choose one from: MMA, QDSOA, VQDSOA, SSOA, Participant Agreement, or Basic Contract and Consulting Services Agreement) (“Agreement”) that has been executed by the parties. All statements of fact contained in this SOW are subject to the terms and conditions set forth in the Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this SOW. In this SOW, the undersigned Contractor (“Contractor”) will perform work for Michigan Health Information Network Shared Services (“HIN” or “Client”) as described herein as the Services (“Services”) and Deliverables (“Deliverables”).

1.0 Project Deliverables

Subject to timely payment, the deliverables described hereafter (the "Deliverables") will be provided to Client in final form upon completion of the tasks and Services described in this SOW. Preliminary or draft versions of these Deliverables or written summaries or presentations will be made available to Client for review during the course of the Project upon request by the Client Executive Director (“CED”), Client Associate Director (“CAD”). The CED or the CAD may direct Contractor to report to a Client-specified Project Manager during the Project.

During the period [mm/dd/yyyy start date] to [mm/dd/yyyy end date], Contractor will deliver to Client [General Name for Project, same as in title above] the following Deliverables:

- 1. Detailed description of deliverable 1;**
- 2. Detailed description of deliverable 2;**
- N. Other tasks as specified by the CAD or CED from time to time. [this deliverable must remain in all SOWs]**

Work on the above activities will begin only upon receipt of written/email authorization from the CED or CAD. Upon receipt of email authorization from the CAD or CED, the Contractor will start work immediately upon the activities as per the terms herein. Upon receipt of email notification from the CAD or CED Contractor will stop work immediately upon the Services and Deliverables as per the terms herein.

2.0 Price and Payment

Contractor is being hired to perform the Services and provide the Deliverables according to this SOW. Services shall be provided (check one):

☐ subject to an estimate of total costs to complete this work with a not-to-exceed (“NTE”) total of \$[xxx].00 (i.e. the total amount billed for this SOW may not exceed \$[xxx].00). The Services or Deliverable(s) shall be provided on a time-and-material basis for not more than the NTE. Under no circumstances will Contractor invoice Client for amounts totaling greater than the NTE under this SOW, and Contractor understands and agrees that invoices for amounts totaling greater than the NTE will be refused by Client. Contractor shall use all reasonable efforts to complete the Services and Deliverables for less than the NTE. Further, if Contractor

successfully completes all Services and Deliverables for less than the NTE, Contractor agrees to notify Client when all Services and Deliverables have been completed and the notification shall include all unused hours/ unused amount(s) under this SOW. Unless Client expresses in writing the need for urgent or dated completion of Services and Deliverables under this SOW, Contractor will strive to maintain a consistent rate of weekly and monthly consumption and billing of hours such that the budgeted NTE lasts through the end date of this SOW. Contractor will respond to Client within two business days to any Client requests for total hours and amounts consumed-to-date under this SOW. Contractor will maintain daily records of hours and tasks performed for its personnel, which will be submitted to Client with each invoice. Special tasks outside the Scope of Work/Project Deliverables in section 1.0 shall be billed at the Contractor's actual rate and recorded/documented as required herein (or at \$ /hour) but in no event shall the NTE be exceeded under this SOW.

☐ at a time and material rate of \$ _____/hour Contractor will maintain daily records of hours and tasks performed for its personnel, which will be submitted to Client with each invoice.

☐ at a fixed fee of _____.00. Contractor will be paid upon completion of implementation milestones and sign-off from Client Project Manager. Client shall not be liable for any additional charges in the event Contractor's actual costs exceed the fixed fee. Specific implementation milestone, payment amount and anticipated completion dates are outlined below:

3.0 Invoices

Services will be invoiced monthly by email to accounts-payable@mihin.org by the 24th day of the month in order to receive payment according to the schedule below. All invoices shall plainly indicate the staff, hours, and rates billed and shall include all of the information as indicated on Client's reference example standard invoice format located in the Resources section of Client's web site (www.mihin.org). Additionally, effective January 1, 2014, all invoices must be limited to one SOW per invoice. Work performed on different SOWs must be submitted as individual invoices, one invoice per SOW.

4.0 Payment

Payment from Client is due 60 days after receipt of invoice if the invoice was sent appropriately per section 3.0. Client may not withhold any undisputed amounts due hereunder and Contractor reserves the right to cease work without prejudice if amounts are not paid when due. In the event of a good faith dispute about an invoiced amount, Client may withhold the disputed amount while the parties attempt to resolve the dispute. Client's withholding of that payment will not constitute a breach of this SOW or the MMA or be grounds for Contractor to suspend its provision of Services, it being recognized and understood by Contractor that provision thereof is critical to Client's business

5.0 Expenses and Taxes

Prices quoted for Services do not include and Client will reimburse Contractor for its reasonable and necessary cost of **Non-local** travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. **Non-local** travel is defined as travel to locations *other than Client's primary offices* that exceeds 10 miles. Contractor is responsible for all **Non-local travel** and out-of-pocket expenses unless an exception is made in writing. All

exceptions for **Non-local travel** and out-of-pocket expenses must be approved by CAD or CED in writing before commencing or Contractor will not be reimbursed for said travel. Upon request by Client, Contractor shall provide copies of documentation for such expenses. Any applicable sales tax is to be paid by Contractor. **Travel time is not billable hourly time.**

6.0 Intellectual Property and Documentation Requirements

Pursuant to the Agreement all work products developed under this SOW are instantly the property of HIN.

Every page of every work developed under this SOW, including but not limited to electronic documents, paper documents, word documents, power point slides, diagrams, software source code files, and every other written document shall bear the following:

**Copyright yyyy Michigan Health Information Network Shared Services
MiHIN Confidential – Proprietary - Restricted**

where yyyy is the calendar year such as 2013 or 2014 in which the work was first developed.

No work product under this SOW shall bear or contain any Contractor logo or Contractor identification information of any kind without explicit written permission from both the CED and CAD.

All slide presentations must use the official Client-approved master slide template and format.

File names for all non-source-code documents communicated to HIN shall follow the following convention:

“MiHIN [‘content description’] v[N] mm-dd-yy.ext” where:

‘content description’ is 20 characters or less describing what is in the file

vN is the version number, starting with v1; version numbers are incremented by 1 every time the file is changed, i.e. v2, v3, v4, v5. Decimal points must not be used in file version numbers. Version numbers shall strictly be monotonically increasing integers.

mm-dd-yy is the hyphenated month, day, and two-digit year of the latest revision of the document, appearing IN the file name.

.ext is the regular three letter file-type extension.

Other than as indicated above, hyphens and underscores shall not be used in or appear in non-source code document names.

Source code document names shall follow the convention except no blanks shall occur in source code file names; instead underscores shall be used instead of blanks. Source code file names shall follow convention rules established by the Client Project Manager for each Project.

Contractor company or personnel names shall not appear anywhere in any deliverable files or filenames.

Example correct filenames:

MiHIN Complex Diagram For Widgets v3 09-17-12.vsd

MiHIN White Paper On Security v21 09-16-12.doc

MiHIN Presentation on Architecture v12 01-07-13.ppt

Example incorrect filename:

Bad_Company_document_version_6_0_Jan 12 2013.doc

Contractor shall have access to, and shall maintain, store, and routinely update timely copies of all electronic documents/deliverables for this SOW on a Backpack page provided by Client. Software source code shall be stored in a BitBucket account provided by Client.

7.0 Flow down terms

The Flow-down terms required by either the federal government or the State of Michigan, set forth on the attached Exhibit A, apply to the Services performed under this SOW. In the event of any conflict between the terms of this SOW and Exhibit A, the terms of Exhibit A shall control.

8.0 Other Terms

8.1 Non-Solicitation. Contractor agrees that during the term of this SOW and for a period of one year following its termination, Contractor will not employ, or solicit for employment any current or former employee of Client, solicit any business with any current or former employee of Client, or contract with any customer of Client or perform any services that are in direct competition with the services of Client or the services provided pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this SOW on the date first set forth above.

Contractor _____

Client / Michigan Health Information Network
Shared Services

By: _____
Title: Principal

By: _____
Tim Pletcher, Executive Director

Date: _____

Date: _____

EXHIBIT A FLOW-DOWN TERMS

As used in this Exhibit,

“Contract” means this SOW.

- A. Federal Economic Stimulus Funding: This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required. The Contractor (and any of its providers) shall comply with the following:
1. Federal Grant Award Documents, as applicable. The parties hereby acknowledge and agree that any references in the Federal Grant Award Documents that prohibit the charging of profit or fee do not apply to Contractor. In addition, Contractor will not be subject to any Cost Accounting Standards set forth in the Federal Grant Award Documents.
 2. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, only to the extent that such guidelines are applicable to for-profit commercial entities such as CONTRACTOR or to support HIN's compliance therewith.
 3. OMB Circulars that are applicable to for-profit commercial entities such as CONTRACTOR or to support HIN's compliance with the OMB Circulars, including but not limited to A-102, A-110 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/. Contract terms established or expected by OMB Circulars will be included in the contract to the extent they are applicable.
 4. The applicable sections of the Recovery Act, including but not limited to the following sections of that Act:
 - i. Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - ii. Section 1512 – Reporting and Registration Requirements. To the extent applicable to a vendor to a sub-recipient, the Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public. Contractor shall provide HIN with the information HIN needs to meet its reporting obligations.

- iii. Section 1553 – Recovery Act Whistleblower Protections. An employee of any non- Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
- gross mismanagement,
 - gross waste,
 - substantial and specific danger to public health or safety,
 - abuse of authority, or
 - violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any Solutions Provider shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- iv. Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
- to examine any records of the Contractor or any of its providers, that directly pertain to, and involve transactions relating to, this Contract or a Agreement; and
 - to interview any officer or employee of the Contractor or any of its providers regarding such transactions.

- v. Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- vi. Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
- to examine any records, of the Contractor or any of its Solutions Providers, that pertain to and involve transactions relating or pursuant to this Contract; and
 - to interview any officer or employee of the Contractor regarding such transactions.
- vii. Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- viii. Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference. For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

5. CONTRACTOR shall make available to the U.S. Comptroller General, the Health and Human Services awarding agency, HIN or any of their duly authorized representatives, any books, documents, papers and records of CONTRACTOR which are directly pertinent to the Services performed under this SOW for the purpose of making audits, examination, excerpts and transcriptions.
6. CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
7. In the event CONTRACTOR shall provide any construction or repair Services, CONTRACTOR shall comply with:
 - i. The Copeland "Anti-Kickback" Act, 18 U.S.C. 874, 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." CONTRACTOR shall report all suspected or reported violations to HIN.
 - ii. The Davis-Bacon Act, 40 U.S.C. 276a to a-7, and as supplemented by Department of Labor regulations, 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." CONTRACTOR shall report all suspected or reported violations to HIN.
8. In the event CONTRACTOR shall provide any construction Services or employ any mechanics or laborers, CONTRACTOR shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by Department of Labor regulations, 29 CFR part 5. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. In the event CONTRACTOR's Services include the performance of experimental, developmental, or research work CONTRACTOR shall 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 further implementing regulations issued by HHS.
10. CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

11. The Contractor agrees to use commercially reasonable efforts to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements .

B. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.