

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

PREAMBLE

This Statement of Work (“SOW”) is entered into under the Master Statement of Work (“MSOW”), dated _____, 20__, and Agreement between the parties. Capitalized terms not otherwise defined in this SOW will have the meanings set forth in the MSOW and Agreement. The party serving as Contractor and the party serving as Client for this SOW shall be as follows:

Contractor: _____

Client: _____ **1.0 Project Deliverables and Milestones**

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 and milestones:

- 1. Detailed description of deliverable 1, including complete breakdown of associated hours of Services and project milestones;**
- 2. Detailed description of deliverable 2, including complete breakdown of associated hours of Services and project milestones;**
- N. Other tasks as specified by the Client Associate Director (CAD), Client Senior Executive Vice President (CSEVP), or Client Executive Director (CED) from time to time. Such tasks must:**
 - (a) Be mutually agreed upon by both parties in writing, including the relevant SOW under which the tasks are to be performed**
 - (b) Contractor must inform Client in writing if new tasks would cause measurable impact upon other specified Deliverables**
 - (c) Client must approve impacts to other specified Deliverables in writing before work is begun upon the new tasks.**

All Services and Deliverables are subject to Acceptance testing, as provided in the Agreement.

2.0 Price and Payment

Contractor will perform Services and provide the Deliverables on the following basis (check one):

Not-to-exceed (“NTE”) total of \$[xxx].00 (i.e. the total amount billed for this SOW may not exceed \$[xxx].00). 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. Contractor will notify Client in writing when aggregate fees reach _____ percent (____%) of the NTE. A SOW with a NTE is not a firm fixed price (“FFP”) award or “grant” of the NTE amount. Contractors receiving SOWs for NTE amounts must specify supporting detail for all hours billed in every invoice as required in Section 3. Contractors invoicing amounts consuming the full NTE amount will undergo thorough scrutiny and may be subject to audit prior to any payment being made, possibly resulting in delayed payments. **Note, especially, that Contractors who**

satisfactorily complete all Deliverables without consuming the full NTE amount will be viewed most favorably for future SOWs.

On a time and materials rate of \$_____ /hour.

For a fixed fee of _____.00. Specific implementation milestone, payment amount and anticipated completion dates are outlined below: **[Specify milestones, amounts, dates.]**

3.0 Invoices

Unless specified otherwise in a SOW, all invoices must be in the form attached to this SOW and include, at minimum, the following supporting detail: SOW #, cumulative billed hours under the relevant SOW, SOW NTE, invoice service period, breakdown of hours worked, dates, names of personnel performing work, and description of tasks completed.

Contractor will invoice fees for Services and Deliverables according to the following schedule:

- For engagements without Deliverables or specific milestones, fees will be invoiced monthly by the 24th of the month.
- For engagements involving the creation of Deliverables or completion of a Service milestone, fees for such Deliverables and milestones will be invoiced on Acceptance of the relevant Deliverable and Services by sending the invoice by the 24th of the month.

Invoices failing to comply with the requirements in this Section will be rejected and risk delay until Client's **next following payment cycle**.

All invoices to be submitted electronically to accounts-payable@mihin.org by the 24th of a month. If an invoice is submitted after the 24th of the current month, it will be considered received as of the 24th of the following month. 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. Unless expressly provided otherwise in a SOW, payment from Client is due sixty (60) days after receipt of invoice if the invoice was sent appropriately as required under this Section. 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.

4.0 Intellectual Property and Documentation Requirements

Pursuant to the Agreement all work product, including, but not limited to, the Deliverables, including all intellectual property rights therein, developed under this SOW are instantly the property of Client.

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 2017 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 Client 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 09-17-17.vsd

MiHIN White Paper On Security v21 09-16-17.doc

MiHIN Presentation on Architecture v12 01-07-17.ppt

Example incorrect filename:

Bad_Company_document_version_6_0_Jan 12 2017.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.

5.0 **Required Flow-Down Terms.** If this box is checked, the Flow-down terms required by the State of Michigan, available at www.mihin.org/, apply to this SOW and are incorporated herein.

This SOW is effective as of _____, 201____. This SOW may be executed in counterparts.

Michigan Health Information Network Shared
Services _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Invoice Template

Vendor Name
Address
City, State, Zip Code
Phone
Email

Invoice # 12345
Invoice Date: July 24, 2017

Bill To:
Michigan Health Information Network Shared Services
120 West Saginaw Hwy
East Lansing, MI 48823

SOW # and Brief Description	Current Period Billing Amount	Cumulative Billed on SOW	SOW NTE (From Section 2.0)
SOW-1 – Brief Description	\$9,632.25	\$15,290.31	\$50,000.00

TOTAL AMOUNT DUE: \$9,632.25

Required Work Breakdown
Billing Period: Jun 24 - Jul 24, 2017

#	Description of Work Performed	Hours Worked	Hourly Rate	Name(s)
1	Description of work performed 1	39.5	\$28	John Doe
2	Description of work performed 2	20.0	\$42	John Doe
3	Description of work performed 3	87.5	\$55	Jane Doe
4	Description of work performed 4	52.25	\$55	Jane Doe
Total:		199.25		

Please note: in accordance with our invoicing requirements (Section 3.0), billing should reflect only one SOW per invoice.