

STATE OF MINNESOTA
IT Professional Technical Services Master Contract Program Work Order

This work order is between the State of Minnesota, acting through its Executive Director of the Minnesota Insurance Marketplace [a/k/a MNsure] ("State") and PowerObjects, 718 Washington Avenue North, Suite 202, Minneapolis, MN 55401 ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, Contract Number 63617, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

- 1.1 Effective Date.** July 1, 2013, or the date the State obtains all required signatures, whichever is later. **The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.**
- 1.2 Expiration Date.** March 31, 2014, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will conduct multiple development and implementation tasks as detailed in the Contractor's Preliminary Statement of Work & Services Estimate Dated May 15, 2013 and in accordance with Section 3.1A to: 1) Implement Microsoft Dynamics CRM as the platform for the MNsure Contact Center. 2) Have the system ready for training by Aug 15, soft start Sept 3 and go live October 1, 2013. 3) Deliver the highest level of customer service in the health insurance industry.

3 Consideration and Payment

- 3.1 Consideration.** The State will pay for all services performed by the Contractor under this work order as follows:
 - A. Compensation.** The Contractor will be paid upon acceptance by the state that the tasks and deliverables have been completed, and in accordance with the breakdown of costs as set forth below.
 - 1. Project Plan for Success (\$55,800)
 - a. Project Planning
 - b. Design and requirements gathering
 - c. Discovery meetings
 - d. Review meetings
 - e. Detailed project Scope
 - f. Detailed Project Schedule & Timeline
 - g. Deliver Requirements Document
 - h. Dynamics CRM Prod & Dev Setup and configuration
 - 2. Create System Organizational Structure (\$620)
 - a. Business Units, Users, Security Roles
 - 3. Design & Configure All: (\$9,300)
 - a. Entities
 - b. Attributes
 - c. Layout Screens
 - d. Auditing
 - e. Role Based Forms



- f. Jscript
 - g. Field Level Security
 4. Design and Build Workflows (\$6,200)
 - a. As Identified in project Plan for Success
 5. Design and Build Dialogs (\$6,200)
 - a. As Identified in project Plan for Success
 6. Design and Build Reports and Dashboards (\$12,400)
 - a. As Identified in project Plan for Success
 7. Design and Build Data Migration & Transformation (\$12,400)
 - a. As Identified in project Plan for Success
 8. Design and Build Data Integration (\$24,800)
 - a. Other Systems
 - b. Other Data Sources
 9. Design and Build Data Integration (\$24,800)
 - a. Cisco Voice System
 10. Design and Build Other (\$12,400)
 - a. Customize Consumer Assistance Portal
 - b. Other Customizations
 11. Validation & UAT (\$6,200)
 - a. Design Review
 - b. System Validation
 - c. User Testing
 12. Design, Develop and Deliver Training (\$12,400)
 - a. Training for project team, system administrator, help desk and end users
 - b. Training Documentation
 13. System Settling and Go-Live Support (\$6,200)
 - a. Onsite and Remote Go-Live Support
- B. Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed Zero Dollars (\$0.00).
- C. Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$189,720.00.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

- \$55,800.00 upon completion and acceptance of deliverables in 3.1 (A) 1
- \$9,920.00 upon completion and acceptance of deliverables in 3.1 (A) 2 & 3
- \$12,400.00 upon completion and acceptance of deliverables in 3.1 (A) 4 & 5
- \$12,400.00 upon completion and acceptance of deliverables in 3.1 (A) 6
- \$37,200.00 upon completion and acceptance of deliverables in 3.1 (A) 7 & 8
- \$24,800.00 upon completion and acceptance of deliverables in 3.1 (A) 9
- \$12,400.00 upon completion and acceptance of deliverables in 3.1 (A) 10
- \$6,200.00 upon completion and acceptance of deliverables in 3.1 (A) 11
- \$18,600.00 upon completion and acceptance of deliverables in 3.1 (A) 12 & 13



4 Authorized Representatives

The State's Authorized Representative is April Todd-Malmlov, MNsure Executive Director, 651.539.1320, or her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. The State's Project Manager is Steve Favilla.

The Contractor's Authorized Representative is Steve Thompson, PowerObjects Vice President Sales, 612-339-3355, or successor. If the Contractor's Authorized Representative changes at any time during this contract, the Contractor must immediately notify the State.

5 Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

6 Liability

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §16A.15.

Signed: *April Todd-Malmlov*

Date: *July 12, 2013*

SWIFT Contract ID#: *65542* PO #: *3000015*

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2. **CONTRACTOR**

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By: [Signature]

Title: COO

Date: July 12th 2013

3. **Minnesota Insurance Marketplace (MNsüre)**

By: Barbara Fuchler
(with delegated authority)

Title: MNsüre CFO

Date: 7/12/13

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PROFESSIONAL/TECHNICAL CONTRACT

FINAL PAYMENT APPROVAL FORM

In accordance with Minn. Stat. § 16C.08, subd. 5(b):

This is to certify the final product of the professional/technical contract # 65542 with Power Objects has been reviewed by the agency head and the contractor has satisfactorily fulfilled the terms of the contract. Final payment to the contractor is hereby released.

AUTHORIZED AGENT:



Name

Acting CFO

Title

8-20-2014

Date

AGENCY HEAD APPROVAL:



Name

Deputy Director

Title

8/19/2014

Date

Power Objects Contract#65542 pc# 3000000015

INVOICE NUMBER	INVOICE DATE	BILLING PERIOD	INV AMOUNT	10% RETAINAGE	AMOUNT PAID	FY	RELEASED
MS091313	09/13/13	Milestones 2-6, 9, 11-13	84,320.00	8,432.00	75,888.00	14	
MS1MNSURE	07/15/13	Design, milestone 1	55,800.00	5,580.00	50,220.00	14	
MS031914	03/19/14	MiLestones 2&3,11,6,4&5, 12&13,9,1	14,120.00	1,412.00	12,708.00	14	
MS121313	12/13/113	Milestone #10	12,400.00	0.00	0.00		Paid full amount
				15,424.00			

Retainage Release 8/11/14 Amount \$27,824.00 on Inv#MS121213R