

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

WDAS	SIS	Jump to: PRCUID	Go Store	Personalize	Accessibility	App Help	🐔 About 😈
Welcome, Lu Anne Cottrill		Procurement Bu	dgeting Accounts F	Receivable Acco	ounts Payable		
Solicitation Response(SR) De	pt: 0506 ID: ESR053118000000056	66 Ver.: 1 Function:	New Phase: Final	Modifie	ed by batch , 06/07	/2018	
Header () 13							
							List View
General Information C	ontact Default Values Discount	Document Information					
Procurement Folder:	431129		SO Doc (	Code: CRFQ			
Procurement Type:	Central Contract - Fixed Amt		SO	Dept: 0506			
Vendor ID:	000000225331		SO Do	D: CME1800000	0001		
Legal Name:	VERTIQ SOFTWARE LLC		Published	Date: 5/30/18			
Alias/DBA:			Close	Date: 6/7/18			
Total Bid:	\$211,385.00		Close	Time: 13:30			
Response Date:	06/05/2018		SI	atus: Closed			~
			A	oply Default Values	to Commodity Lines	s View Proc	urement Folder



Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

### State of West Virginia Solicitation Response

	Proc Folder : 431129 Solicitation Description : Hosted SQL Database System and Software Upgrade - Addendum 4 Proc Type : Central Contract - Fixed Amt							
Date issued	Solicitation Closes	Solicitation Response	Version					
	2018-06-07 13:30:00	SR 0506 ESR0531180000005666	1					

# VENDOR 000000225331 VERTIQ SOFTWARE LLC

Solicitation Nu	ımber:	CRFQ	0506	CME1800000001			
Total Bid :	\$211,38	5.00		Response Date:	2018-06-05	Response Time:	10:48:14

Comments:

FOR INFORMATION CONTACT THE BUYER		
April E Battle		
(304) 558-0067 april.e.battle@wv.gov		
Signature on File	FEIN #	DATE
All offers subject to all terms and conditions contained in this	coligitation	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	System and Implementation- 4.1.2 -4.1.13				\$83,900.00
Comm Code	Manufacturer	Specification		Model #	
81111508					
Extended De	scription : System and Implementation	on- 4.1.2 -4.1.13			

**Comments:** includes all service fees except training and gap analysis. Includes 1st year hosted fees.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Training 4.2.1-4.2.6				\$15,400.00
Comm Code	Manufacturer	Specification		Model #	
81112200		-			
Extended De	scription : Training 4.2.1-4.2.6				

**Comments:** Training is not offered for free Refer to 4.1 CME\_V3\_SysAdmin and 4.6\_Project Management

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Data/Security Backups 4.3.1-4.3.7				
Comm Code	Manufacturer	Specification		Model #	
81112200					
Extended Des	scription : Data/Security Backups 4.3.	1-4.3.7			

Comments: Refer to 4.3\_AZURE BACKUP PROTOCOLS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Bar code and Printer 4.4.6-4.4.8	1.00000	EA		
Comm Code	Manufacturer	Specification		Model #	
43210000					
Extended De	scription : Bar code and Printer 4.4.	6-4.4.8			

Comments:	Refer to 4.	_Responses to	Section 4
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Gap Analysis Documentation 4.5.1-4.5.5				\$44,800.00
Comm Code	Manufacturer	Specification		Model #	
	Manufacturer	opecification		WOUEI #	
81111503					
Extended Des	scription : Gap Analysis Document	ation 4.5.1-4.5.5			

Comments: Refer to 4.6\_Project Management

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Project Management 4.6.1-4.6.7				
Comm Code	Manufacturer	Specification		Model #	
81111503					
Extended De	scription : Project Management 4.6.	1-4.6.7			

Comments: Costs Included in Line 1. Refer to 4.6\_Project Management

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Contracts, Support and Consulting 4.7.1.1-4.7.1.5				
Comm Code	Manufacturer	Specification		Model #	
81111503					
Extended De	scription : Contracts, Support and Co	onsulting 4.7.1.1-	4.7.1.5		

Comments: Refer to 4.7\_VertiQ Hosted Agt 2018 existing cust

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	File Management 4.8.1-4.8.9				
Comm Code	Manufacturer	Specification		Model #	
81111508					
Extended De	scription : File Management 4.8.1-4	4.8.9			

Comments: Refer to 4.6\_Project Management

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Strategic plans 5.1-5.12				
Comm Code	Manufacturer	Specification		Model #	
81111508					
Extended De	scription : Strategic plans 5.1-5.12				

Comments: Refer to 4.6\_Project Management

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Optional Renewal Year 1				\$22,035.00
Comm Code	Manufacturer	Specification		Model #	
81112209					
Extended Des	scription : Optional Renewal Year 1				

Comments:	Refer to Final	CRFQ	_0506_	_Line	Items
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Optional Renewal Year 2				\$22,425.00
Comm Code	Manufacturer	Specification		Model #	
	manandotaren	opeomodion		model #	
81112209					
Extended De	scription : Optional Renewal Year 2				

Comments: Refer to Final\_CRFQ\_0506\_Line Items

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Optional Renewal Year 3				\$22,825.00
Comm Code	Manufacturer	Specification		Model #	
81112209	manaraotaren	opcomodion		model #	
Extended Des	scription : Optional Renewal Year 3				

Comments: Refer to Final\_CRFQ\_0506\_Line Items

### THIS INFORMATION IS CONSIDERED CONFIDENTIAL

### **Executive Summary**

Our objective is to supply your agency with our most up to date application suitable for a Coroner/Medical Examiner. The application is described below. CME Version 3.1 was released Q2 2014, has gone through rigorous testing and development and is currently being used live in a hosted environment by Yolo County Coroner(CA), Kings County Coroner (CA) and Fayette County Coroner (KY).

The version that we are proposing for you is a more robust version of our original V3.1, V3.2 specifically designed with the needs of an office like yours. This version is currently being utilized by Washoe County Medical Examiner (NV); Montgomery County Coroner (PA), Ramsey County Medical Examiner (WI), Collin County Medical Examiner (TX), Boulder County Coroner (CO), Monterey County Coroner (CA), State of Alaska Medical Examiner, San Diego County Medical Examiner (CA) and Sacramento County Coroner (CA). Additionally, we are also upgrading several existing customers to this newest version.

#### **Background Information**

VertiQ Software LLC is a sister company of CompuTrust Software Corporation. Both companies were created by Pacific Western Information Systems (PWIS), which was founded in 1982. PWIS had been providing computer software and services for Public Guardians, Public Administrators, Coroners and Medical Examiners. In 1998 it was decided to create separate companies for each of the main application areas.

### A continuing effort to take advantage of the latest technology

CME has been redeveloped many times in order to offer our clients the benefit of the latest state of the art technology:

It is our policy to offer new versions to our clients without a new license fee as long as our clients have a maintenance agreement in place.

Current customers include the following Coroner or Medical Examiner agencies. Agencies live or upgrading to CME-V3.2:

### **State/Provincial Medical Examiners**

Alaska State Medical Examiner	Nova Scotia Medical Examiner(under dev)
District of Columbia Medical Examiner	Rhode Island Medical Examiner
New Mexico Medical Examiner	Virginia Medical Examiner
	West Virginia Medical Examiner

### **Coroner/ Medical Examiners in California**

Alameda County Coroner (under dev)	Sacramento County Coroner
Fresno County Coroner	San Diego County Medical Examiner
Kings County Coroner (hosted)	San Joaquin County Coroner
Imperial County Coroner (under dev)	San Mateo County Coroner
Monterey County Coroner	Santa Clara County Medical Examiner
Orange County Coroner	Yolo County Coroner (hosted)

### **Coroner/ Medical Examiners outside of California**

Adams County Coroner (Brighton, CO)	Fulton County ME (Atlanta, GA) (under dev)
Arapahoe County Coroner (Englewood, CO)	Jackson County ME (Kansas City, MO)
Bexar County ME (San Antonio, TX)	King County ME (Seattle, WA)
Boulder County Coroner (C)O)	Maricopa County ME (Phoenix, AZ) (under dev)
Clark County Coroner (Las Vegas)	Milwaukee Medical Examiner (WI)
Cobb County Medical Examiner (GA) (under dev)	Monroe County ME (Rochester, NY)
Collin County ME (TX)	Montgomery County Coroner (PA) Hosted
Cuyahoga County Coroner (Cleveland)	Philadelphia ME (PA)
District 9 ME (Orlando, FL)	Polk County ME (IA)
District 11 ME (Miami-Dade County)	Ramsey County ME (St. Paul, MN) Hosted
District 12 ME (Sarasota, FL)	Travis County ME (Austin, Texas)
El Paso County Coroner (Colorado Springs, CO)	
Fayette County Coroner (KY) Hosted	

### CME Technology

### CME-V3 is 100% Internet Enabled and Mobile

- Responsive, the layout adapts to screen size and orientation. For the devices with virtual keyboards, the displayed keyboard layout will match the type of data to be entered.
- Pure HTML/JavaScript/CSS solution
- Zero foot print on the client
- Rich text for all memo areas

### New Architecture

- We chose to use MS MVC framework to leverage power available at the web server.
- We also are using: JQuery and Bootstrap frameworks, to allow better control across devices and browsers when formatting the UI and interacting with the user.
- This means we changed our design philosophy to allow the application to easily scale from your phone with limited screen size, moving to your tablet and then to your workstation with a large monitor. 1 app many different uses
- The use of an ORM framework (Object-relational mapping) allows us to work independently of the DB engine.
- This can give us the opportunity to use any database, which can give our customers more flexibility in their county license structures

### Why could this be important?

• Roll-out of the software is easy since all you need to have on your device is a web browser with the most current version running HTML5

Internet Explorer	11.0+	-	-	if HTML5 compliant
🥮 Firefox	3.6+	3.6+	3.6+	if HTML5 compliant
💿 Chrome	20+	20+	20+	if HTML5 compliant
0 Opera	10+	10+	10+	if HTML5 compliant
🎯 Safari	4.0+	4.0+	-	if HTML5 compliant

This has allowed us to also provide this application as a Tier 1 hosted solution.

### A widely used system...

We constantly strive to improve our software, based on the needs and feedback of our customers. Through this method we have been able to broaden the scope of our software. With a customer base spanning North America, and over 30 years of experience, this has further enabled us to remain domain experts in this field.

Such enhancements and modules such as those listed below were inspired by our customers and are now a part of CME-V3.

### User Work List/Task Management

This form allows a user to see all alerts and tasks for their login and role. If the user has closing/approval privileges the form will also show a list of cases for that respective purpose. There are 3 sections to this form:

### <u>My Tasks</u>

User will see a list of tasks assigned to them and a list of alerts specific for their login.

### Role Tasks

User will see a list of tasks for other users within their role.

### <u>Approve</u>

If section is available user will see a list of cases that need approval or closure. User may not see this section at all if they have not been assigned approval/closure privileges.

### • Security and Access Control

CME provides multiple levels of security. The system administer can define user roles and design multiple menu categories to each role directly within the application. Each user login is tied to one or multiple user roles. For each menu category, the system administer can determine the data entry forms, reports and documents that are assigned to it. The Navigation Panel is generated by the system tailor-made to each user in this way. In our most current version, V-3, the user can create their own sub-menu of 'favorite' forms within the Navigation Panel.

Individual access rights can be restricted to view only, which could be used to provide read-only access of data to non-agency personnel. Adding or changing selection lists, adding or deleting users, changing or deleting reports are aspects handled by the system administration facilities.

When displaying a form in the read only mode, the system shows the form with a special watermark that says "read-only".

### • Automatic Audit Trail

Automated audit trail records are created showing who logged in and when, entered or changed any data and when. This is important for internal security and to provide an audit trail of all changes made to a particular field.

### • Help Documentation and Form assistance

This version includes Screen Help on each form along with tooltip hover help for each field. There is a complete HELP file located in the banner of the form for easy access as well. All of these can be edited / updated by the system administrator.

### • Data Entry Forms

In this newest version, the user is allowed to make changes to personalize the application without needing any tool to accomplish this. (This is role based.)

- Titles (form)
- Captions (field name)
- Tooltips (hover help)
- Drop Downs
- In addition we wanted to allow the user individual customization
  - Personal Menu with Book marks

### • Code Management

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### Under the Administrator Menu you will be able to perform the following:

- Lists Items modify dropdown lists
- Role Creation Create / Modify user categories based on job role
- **Personnel -** (Users Creation)
- Help Configuration for Forms Modify Existing Help forms
- **Common Places** Create location types without a specific address
- Organization Categories Create/Modify Agency categories
- Organizations Create/Modify individual agencies that are associated with the various categories
- Morgue Locations Define morgues (may or may not apply)
- Captions/tooltips label and hover help add/edit
- Suggestions from users Tooltip / Hover Help review, add or reject
- Menu Set permissions for what roles can have access to various forms and/or menu categories.
- Audit View user transaction history /data input
- Configuration Setting Allows a system administrator the ability to modify rules on how various features will performs and, allows formatting for different type of Name configurations
- Report Configuration Set permissions for what roles can access various reports
- **Disposition Agencies** Assign agency categories for body disposition
- Tasks Configuration set up tasks for performing job, approvals, case closure

- Case Type Configuration Defines the various case types used within your agency. The Admin can then to associate case closure requirements for each type. Specimen Sets
- **Contact Administration** set up and edit contacts that would be used across case boundaries. (*example: doctors, nurses, law enforcement, funeral reps*)
- Specimen Sets Create specimens sets for different pathologists and/or exam types
- **Email Configuration** setting up emails for outside agencies for use within the application. Additional programming maybe required to meet specific needs.

### • File Management

Our prior versions had separate Image and Document upload modules. Now we have a central location to upload ANY files you like. We are calling this the File Management Module but the good news is with our above philosophy it is easy to rename it to what best fits your needs.

Images utilize many of the same features available previously:

- o Tag images with key words for easy identification and grouping
- o Search by key words, case, dates.
- o Browse thumbnails
- o Navigate to next and previous image
- o File / Image Download capabilities provide the ability to:
  - Burn to a CD
  - External Drive
  - Case presentations
  - Court Requests

o There is also an Image Edition form which allows a user to edit and/or add text to images without compromising the original image.

Note: The client workstation / device will need to have the appropriate 3<sup>rd</sup> party software installed in order to display, edit and/or print files (PDF, Word, images, video, audio, etc.) that are stored and/or generated within the CME application.

### • Barcode module

There are many areas where the use of barcode technology can simplify and speed up data entry. For example in the case of toxicology labs using barcodes makes it truly simple and effective to effect chain of custody record keeping, which is very important. This version uses Barcode chain of custody for bodies, specimen, medication, property, evidence and documents. This can be accomplished utilizing individual and/or group barcodes.

### • Statistics and Ad-hoc Queries

We have extensive search capabilities to filter inquiries which can then be exported to Excel; We have created various statistical forms and reports that are in line with industry standards.

You can produce graphs and data reports all in one go with our system.

### • System Administrator Module

This allows you to set up user logins, user roles, and menus for each user role in addition to many other system administration configuration related tasks.

### • Email Capabilities

Reports can be sent via SMTP directly within the application

### • Reports and hard copy forms

CME has powerful reports and form capabilities making it easy to retrieve and print the necessary data.

### • Mobility

CME-V3 supports the use of mobile devices that has an HTML5 compliant browser. Our application was developed using a responsive web design approach which allows the application's layout to automatically adjust based on the screen resolution that is being utilized. This approach also eliminates the need to download and/or run a separate mobile application.

### • Digital Signatures Support

We have implemented support for digital signatures. This can be done through a phone or tablet. Additionally, signature stamping is supported directly within customer specified reports.

### • Integration with Outside Laboratories

We have integrated CME with NMS Laboratories which replaces manual entry of toxicology results, automatically links the toxicology results report in PDF format to each case and creates an entry in concerned Doctor's User Work List. *This is a customized feature. For clients who elect to install / run this application "In-House" on their internal network, this integration will require co-ordination between NMS and your County IT to allow for passing information back and forth.* 

### • Attributes and SUIDI Module

We have built a Case Attribute module that allows a user to select multiple attributes from 26 specific forms that relate to their case specific manner and sub-manner of death including multiple forms for SUIDI related deaths.

# • Automatic Update of County Website with Medical Examiner Public Information (Newsworthy)

Several of our customers asked us about providing support for automatically updating the County website with the data relating to new cases that is shown on the County website and we developed a module to support this. An internet application (in the DMZ) connecting to the live CME database behind the firewall allows the public to search for the newsworthy cases that have been positively identified; NOK has been notified and are not on a media and/or security hold. *This is an optional feature.* 

# • Expected Death/Hospice

Allow a Hospice organization the ability to log into your CME-V3 application to enter the initial case information which can be then updated and be assigned a case number when the death occurs.

### • Linking to a Countywide Electronic Document Management system

Some State and County agencies use a sophisticated electronic document management system. We can develop support for such electronic document management system so that digital objects can be stored in it. *This is an optional feature that would be determined by an SOW.* 

### In Summary

Our experience with our clients has shown us that applying technology to the field of Coroners, Medical Examiners and Laboratories is not a one-shot affair but an ongoing journey. It has allowed us to become experts in our field and constantly improve the functionality of our products. In summary we believe that:

- VertiQ has unique and proven domain expertise and software solutions in this application area.
- Software alone is not enough to guarantee success. Being able to work as a team with the customer and to provide the required service and support that is needed is also critical.

4. Mandatory Requirements	
4.1.1	Assuming no delays are incurred on the part of the customer, work should be completed within 12 months of contract start date which will NOT be 6/1/18 as indicated. Vendor's hosted agreement must be included with State contract. Upon receipt of a signed agreement and PO from the State, project will to go into vendor's project queue. Please refer to document 4.1.1_HostedTasks_Milestones
4.1.2	Migration or redevelopment of existing 40 SSRS reports including labels will be chargeable
4.1.3	Implementation will include hosted provider hardware and software components necessary to run the application. Installation of a testing and production environment, configuration of the application based on RFQ, and project management services will be included at the rate of :
4.14	Please refer to Item 4.1.3
4.1.5	Legacy data will be migrated to the new system at the rate of:
4.1.6	The application has a development system. Configuration will be performed by vendor prior to go- live.
4.1.7	Vendor is familiar with SSRS report development
4.1.8	Printer options are based on your network printer setup, not the application. The application can perform all of these with the exception of 'saving automatically'. A Save button must be utilized. This could be customized for a fee based on customer requirements and would be chargeable.
4.1.9	Form layout supports these requirements.
4.1.10	Please refer to Item 3.1 CME-ExecSummary document for File Management benefits. System does not allow for drag and drop. Per Addendum 4 Images will be stored on Customers server, not hosted server. Storing documents on your own server while the app is running on Azure: you will have to have a IIS server accessible from Azure, we will provide the app to run on your IIS server to admin the files
4.1.11	Please refer to Item 3.1 CME-ExecSummary document for Barcode benefits
4.1.12	The system will be configured on MS Azure server
4.1.13	Please refer to Item 3.1 CME-ExecSummary document for browsers supported.
4.1.14	Vendor's application does not support Java Applet or Flash

4.1.15	Application is written in MS.Net
4.1.16	Vendor offers the solution as either in-house or hosted. Hosted is being costed as prer RFQ
4.1.17	Addendum 4 Response to question indicates 'Will provide to the winning bid'. If additional configuration of the Vendor's application is necessary, costs will be incurred but are not quoted as this is currently an unknown.
4.1.18	Unique sequential case numbers are generated upon saving a new case. Case number setup for can also be managed by a System Administrator should a unique identifier such as C for Coroner Case be required.
4.1.19	Certain email events can be triggered. System Administrator has some control over this event. Further triggers to be outlined in a gap analysis.
4.1.20	The System Administrator has access to a Task Management Module to setup protocols
4.1.21	Cases can be closed and reopened by a user with rights for such.
4.1.22	Application is available 24/7 on the vendor's hosted server provider. There may be times application is unavailable during upgrades of which customer will be notified in advance. These are generally performed in early morning hours.
4.1.23	Users view of the application can be determined by a System Administrator; Please reference 4.1_BasicSysAdmin_Features
4.1.24	Please reference 4.1_BasicSysAdmin_Features
4.1.25	Adding user defined fields can be perform by Vendor. There will be a cost associated for this.
4.1.26	Yes, please reference 4.1_BasicSysAdmin_Features for dropdown maintenance
4.1.27	Canned reports allow for to/from dates, include headers/footers and can be selected to print in multiple formats ie Excel, Word, PDF. Reports can also be generated from grids.
4.1.28	We have the option to send a report to an Excel where the user can manipulate it. Also can provide ability to download the database which can be manipulated by the client in their environment.
4.1.29	Search form allows for multiple criteria to be selected to scale down a list of cases
4.1.30	This functionality is included in the application
4.1.31	A possible duplicate name message will be generated upon saving a new case

4.1.32	Yes, please reference 4.1_BasicSysAdmin_Features for adding/editing Case Types
4.1.33	This is a single page application that can be opened in multiple instances by the same login.
4.1.34	We have may function keys in place and configure more based on your requirements for an additional cost.
4.2 Training	
4.2.1	Training will be provided for current users on the modules specific to their roles. There will be a cost associated with this.
4.2.2	System Administrator training will be provided. There will be a cost associated with this.
4.2.3	System Administrator will be able to edit and add to form HELP; Modifications to the Search is not a System Administrator feature. This would have to be performed by Vendor. Reference 4.1_BasicSysAdmin_Features
4.2.4	Vendor supplies training in the use of Vendor's application only.
4.2.5	Additionally training may be provided however it will not be provided free of charge.
4.3 Data Security and Backups	
4.3.1	A System Administrator can audit and review logins through the Audit form within the application.
4.3.2	Data input is redundant. Please refer to 4.3 Azure Backup Protocols document
4.3.3	As noted, upon award.
4.3.4	MS Azure has multiple security policies in place for their server environment. You may receive upon request, SOC 1, 2 or 3 reports.
4.3.5	Data is encrypted both in transit and at rest. Present upon reward.
4.3.6	No, West Virginia does not own nor will it be entitled to any source code when this contract is ended. Upon termination of this contract, yes, West Virginia owns and will be entitled to their data.
4.3.7	These security measures are supported by the application.
4.3.8	An Audit form is provided to a System Administrator
4.4 Barcode and printer	
4.4.1	Barcodes can be scanned to the application
4.4.2	Printer select method is determined by your internal printer network
4.4.3	Vendor will correct any reports that malfunction due to application

4.4.4	Reports will be validated prior to production go-live
4.4.5	Report printing will be based on your network printer
	system setup.
4.4.6	The system includes HELP for each module and form.
4.5 Gap Analysis Program and	
Documentation	
4.5.1	Vendor will create an SOW based on results of a gap
	analysis performed by Customer upon review of the
	base application. Please refer to document
	4.1.1_HostedTasks_Milestones
4.5.2	Please refer to document 4.1.1_HostedTasks
	Milestones
4.5.3	Please refer to document 4.1.1_HostedTasks
	Milestones
4.5.4	Please refer to document 4.1.1_HostedTasks Milestones
4.5.5	Please refer to document 4.1.1_HostedTasks
4.5.5	Milestones
4.5.6	Thorough testing will be performed prior to release to
1.5.0	customer
4.5.7	SOW will be printable
4.6 Project Management	
4.6.1	Please refer to document 4.1.1_HostedTasks
	_Milestones; a Project plan will be developed by
	Vendor and WV
4.6.2	Refer to: 4.6_Project Management
4.6.3	Refer to: 4.6_Project Management
4.6.4	Refer to: 4.6_Project Management
4.6.5	Refer to: 4.6_Project Management
4.6.6	Refer to: 4.6_Project Management
4.6.7	Refer to: 4.6_Project Management
4.7 Contracts, Support and Consulting	
4.7.1	4.7_VertiQ Hosted Agt 2018 existing cust
4.7.2	4.7_VertiQ Hosted Agt 2018 existing cust
4.7.3	4.7 VertiQ Hosted Agt 2018 existing cust
4.7.4	4.7_VertiQ Hosted Agt 2018 existing cust
4.7.5	4.7_VertiQ Hosted Agt 2018 existing cust
4.7.6	4.7_VertiQ Hosted Agt 2018 existing cust
4.8 File Management	
4.8.1	The application has this functionality with the exception
	of 'add' in relation to fields; refer to
	3.1_VertiQ_CME_ExecSummary. All new field
	development must be completed by Vendor
4.8.2	The application has this functionality, refer to
	3.1_VertiQ_CME_ExecSummary

4.8.3	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.4	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.5	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.6	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.7	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.8	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.9	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.10	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.11	Per Addendum 4 as Images will not be stored on hosted server this not applicable.
4.8.12	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.13	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.14	The application has this functionality, refer to 3.1_VertiQ_CME_ExecSummary
4.8.15	TBD

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# **VertiQ Software LLC.**

# **CME-V3 System Administration**

Features

<u>CME-V3 System Administrator Functions</u>: If your user account has been assigned with administrative rights you will have the ability to set permissions, enforce data driven requirements for case closure and perform cosmetic changes, field label, drop down list & personnel modifications. Certain modifications can be achieved at a field level or through the administration menu.

#### Under the Administrator Menu you will be able to:

- Drop Down List Items modify dropdown lists
- Suggested Items drop down list addition suggestions from users review, add or reject
- Role Creation Create / Modify user categories based on job role
- **Personnel -** (Users Creation)
- Common Places Create location types without a specific address
- Organization Categories Create/Modify Agency categories
- Organizations Create/Modify individual agencies that are associated with the various categories
- Morgue Locations Define morgues (may or may not apply)
- Captions/tooltips label and hover help add/edit
- Suggested Captions/tooltips from users Tooltip / Hover Help review, add or reject
- Help Configuration for Forms Modify Existing Help forms
- Menu Set permissions for what roles can have access to various forms and/or menu categories.
- Audit View user transaction history /data input
- **Configuration Setting** Allows a system administrator the ability to modify rules on how various features will performs and, allows formatting for different type of Name configurations
- Report Configuration Set permissions for what roles can access various reports
- Disposition Agencies Assign agency categories for body disposition
- Tasks Configuration set up tasks for performing job, approvals, case closure
- **Case Type Configuration** Defines the various case types used within your agency. The Admin can then to associate case closure requirements for each type. Specimen Sets
- Specimen Sets Create specimens sets for different pathologists and/or exam types
- **Contact Administration** set up and edit contacts that would be used across case boundaries. (*example: doctors, nurses, law enforcement, funeral reps*)
- **Email Configuration** setting up emails for outside agencies for use within the application. Additional programming maybe required to meet specific needs.
- **Configuration Mode** Modify lists, personnel list, organizations, field labels at a field / form level without going to the administrator menu.

Below are configuration / navigation steps. Please contact us for additional support if needed

# Drop Down List Items:

Navigation Tips:

- The list grid is organized by form name and displays all of the drop down fields along with the lists that are associated with them.
- To view and/or modify a list, select a grid row by clicking on it.
- This will then generate an Items grid below. This will display the individual items within that specific drop down list.
- If the administrator wishes to modify an item in the list, click on the button in the desired row.
- This will generate a popup screen that will allow the input of a new list item.
- Once you have entered in the item description, click on the button to add it to the list and it will save it automatically.
- Or you can click on the cancel button to have it not save and cancel the transaction
- To delete an existing item in a list, as a system administrator, you can:
- Perform this task either directly from the drop down field itself
- Or you can click on the delete button to have it removed from the drop down list

<u>Cascading lists</u>: Some drop down will load a list only after some other drop down has an item selected, these are **cascading lists**. These lists have a value, other than blank, in the *Parent List* column.

The value in the *Parent column* is the name of the list on which the list depends and the value in the *Parent List Item* column is the item that has to be selected in the parent list to load the current one.

For example, in the following image, the selected row shows that the MannerOfDeath list depends on

48	c, unc	. Sciec	ιc		3110 443	that the	wiun	nerojbeu		ist acpenias	0	•••
	Form		Ŧ	Field	T	List 🔻	т	Parent List	T	Parent List Item	T	
	Case			Manner su	ib type	SubMannerOf	Death	MannerOfDeath		Undetermined		^
	Case			Sub mann	er	SubMannerOf	Death	MannerOfDeath		Undetermined		
	Case			Manner of	death	MannerOfDea	hType					
	Case			Reason R	eported	MannerOfDeat	hType					
	Case			Sub mann	er	MannerOfDeat	h	MannerOfDeathT	уре	Homicide		
	Case			Sub mann	er	MannerOfDea	h	MannerOfDeathT	уре	Suicide		
	Case			Sub mann	er	MannerOfDea	h	MannerOfDeathT	уре	Natural		
	Case			Sub mann	er	MannerOfDea	h	MannerOfDeathT	уре	Accident		
	Case			Sub mann	er	MannerOfDea	h	MannerOfDeathT	уре	Undetermined		
	Case			Sub mann	er	MannerOfDea	h	MannerOfDeathT	ype	Natural (Cancer)		Ŧ
n		71 7:	2	H H	10 🔻	items per page				701 - 710 of 711 it	ems	

the MannerOfDeathType selection

The next image shows the items in the MannerOfDeath list when in the MannerOfDeathType list Homicide is

Code T	Description	r
manathasphyxiahomide	Asphyxia	× ^
manathasphyxiaotherhomide	Asphyxia (other)	×
manathaspionhomide	Asphyxiation	×
manathassaulthomide	Assault	×
manathbluntforcehomide	Blunt Force	× .
H - 1 2 3 4 5 6	7 8 9 10 🕨 🖬 5 👻 items per page	1 - 5 of 55 items

selected

### List Organization:

- You can organize your drop down lists either by alphabetical or you can customize the order in which the items appear.
- The system by default orders items by alphabetical order.

Case Intake Information Case Type CaseTypes Alphabetic 🔻

• To customize the order of which the list is displayed, click on the drop down and select "Custom"

Custom	٣	
Alphabetic		
Custom		

- Click the desired row to highlight. The list will then be displayed in the grid below.
- Next, number the list items in the desired / preferred order

lte	m	S
		0

+ New					
)rag a column header and drop it here to group by that column					
Description	<b>T</b> 1	Order †	T		
Non-Accept			\$		×
DMI			¢	ase value	×
ни імс			\$		×
JH			\$		×
JH at home			\$		×
Jnreported			\$		x
Consult		1	\$		×
Dutside Agency		2	\$		x
Jurisdition Terminated		3	\$	1	×

# **Role Creation:**

#### Purpose:

Allows a system administrator the ability to view or create a new user role based on job responsibilities and/or permission level.

Navigation Tips:

- Here
   Click to create a new role
   Click to Edit/Modify an existing role
- Click to Delete a role. (*Please Note: Not all Roles can be deleted due to programming/system requirements*)
- This will generate a popup where you can enter new role info

Edit			×
Person Cate	egory		*
Role Name	Description		
Closure	Approval	Supervise	
			-
			✓ Update S Cancel

- Closure Assigns this role the needed permissions to Close a Case
- Approval Assigns this role the needed permissions to Approve a Case
- Supervise Assigns this roles as a Supervisor
- Click update to enter and save or click cancel to exit without saving

# Personnel:

### **Purpose:**

Form is used to view / enter / modify user account information

#### Navigation Tips:

• This grid will display all the user accounts within the system.



By clicking this icon that is displayed at the top of the grid it will expand all the rows in the grid so the user can view

+ New

will generate a popup form to allow the user to enter new toxicology results. additional information.

• \_\_\_\_\_this icon that is displayed on left side of each grid row, will allow the user to expand the individual grid row to see additional information.

this allows the system admin user to edit an existing results record.

• this allows the system admin user to delete a record. This can only be done if there are no cases associated to this user account.

Active

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Unchecking this box will disable the user account and will remove their name from the dropdowns within the system. Any prior case information that is associated with this user account will not be compromised or removed.

# **User Creation:**

# **Section Information**

- Person
- **To create a drop down user.** (a name that appears in a drop down list but is not a user of the system)
  - First Name and Category are required. Category is the role the person is associated to.
- To create an Active system user:
  - First Name and Category are required. Category is the role the person is associated to.
    - **User** Active

• User must be selected as Active. This will make the User Name field to become required. This field will indicates if it will be an actual active user of the system. After user name is entered, be sure to enter the user's Email Address.

- System does not Allow Email As Username
  - System does not Allow Spaces In Username

By entering in a Visiting From Date and a Visiting To Date, will denote that this a temporary user account. The system will automatically disable the user name based on the date entered. The user account can be reactivated by removing or extending the Visiting To Date and rechecking the User Active checkbox.

• An individual "User" can be assigned as a System Administrator and/or given access to See All Tasks, regardless of Role Assignment.

Click to update record. The system will now automatically send an email to this newly created user which will contain a link that will allow them to set their password.

# **Help Configuration**

Purpose:

Allows a system administrator the ability to view/modify on-line form help as needed.

Navigation Tips:

- If you wish to add and/or modify the on-line form help, locate the name of the form in grid under the "View Name" column.
- You can then preview the form text under the "Help Content" column.
- Click this button in the desired row to modify information associated to an organization.
- This will generate a popup window that will allow the administrator to modify the help information for that specific form.
- Click the update button to save, once you have completed you changes.
- Or you can click on the cancel button to have it not save and cancel the transaction.

# **Common Places:**

### Purpose:

This form is used to define the list of place types that will require the user to enter a place and/or an address for that place.

Navigation Tips:

- Click to bring up field where user can enter a new choice.
  - Click to edit the row.
- Click to delete the row.

# **Organization Categories:**

# **Purpose:**

Allows a system administrator the ability to view/modify and/or create an organization category which can then have its own organization list associated with it.

#### **Navigation Tips:**

- Click to enter a new organization category.
  - Click to edit an existing category row.
- Click to delete a category row.

# **Organizations:**

### **Purpose:**

Form is used to create / edit specific organizations.

#### Navigation Tips:

- Click if you want to have a more in depth view of the items within the list
  - Click to edit an existing Organization or to add or remove an associated contact.
- Click to delete the grid row record.

#### + New

- Click to open the pop up form where you can enter a new organization.
- Organization Name & Category are required fields.

# **Organization Contact Association:**

# Purpose:

Form is used to associate a specific contact person to an organization. This contact will be added to applicable dropdown lists when this organization is selected.

### Navigation Tips:

- Click if you want to have a more in depth view of the items within the list
- Click to edit the row.
- Click to delete the grid row record.
  - + New

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- Click to open the pop up form where you can enter a contact.
- Contact Type & Last Name are required fields.
- Agency Information will Auto populate with the associated Organization.
- Update Click to Save the record
  - © Cancel Click to close the pop up without saving the record

# **Morgue Locations:**

#### Purpose:

This form allows a system administrator the ability to view/modify different Morgue storage locations. These storage locations can be set as a single storage location such as an individual shelf or they can be set as a multiple storage location such as a cooler. When a single storage location is assigned to a case on the body intake form, if a user attempts to assign that same location to a different case, they will receive a pop up message notifying them that the selected location is in use and to make a new selection.

+ New			
Orag a column header and drop it here to group by that colum	n		
Name Y	Location Type		
Cooler	Multiple locations	1	×
Freezer	Multiple locations	/	×
Shelf A-1	Single location	1	×

#### **Navigation Tips:**

- will generate a popup window that will allow the administrator to modify the information for that storage location.
- button allows you to delete a storage location, and have the record permanently removed from the list.

+ Add new record

- button allows you to create a new morgue storage location.
- This will generate a popup screen where you can input the information required.

# **Captions / Tooltips**

#### Purpose:

This form allows a system administrator the ability to modify captions and /or tooltips (also known as hover help). Please note, that by changing a field caption/field label, this does not allow for it to be repurposed. Example: Investigator could be changed to Field Agent. Example of repurposing: Date of Death can't become Hair Color

Navigation Tips:

- Edit the captions that are associated with fields, form titles and/or form sections
- Find the field in question, you can determine if it is a caption or a tooltip by the value in the property field.
- Next double click directly in the cell located in the "Value" column as seen in the image below.
- Click button to save changes

# **Suggested Captions Tooltips**

Purpose:

Form is used by an administrator to see all suggestions for captions and/ or tooltips made by users. When a user submits a suggestion, the administrator will receive an alert in their user work list.

User Work List @

/	٩le	rts			
		Description		Ţ	
	4	There are suggested items.			^
		Drag a column header and drop it here to group by that column			
		Description T	Action	Ŧ	
		There are suggested items.	Go		

Navigation:

• By clicking on the "Go" icon from the user worklist, the system will navigate you to the suggested captions / tooltips form located under the administration menu.

Suggested Items @

rag a column head	ter	and drop it here to gro	up by that column					
Туре	T	List Name	Current Value	Suggested V T	Comment T	Date 🔻	User Name 🛛 🍸	
Add Item		MannerOfDeathT		Test	Add	04/17/2018 1847	Investigator Test	$\otimes$

- The system administrator can click on the 🗹 to accept the suggestion. Or
- The system administrator can click on the suggestion.
- If the suggestion is accepted, the value will be updated in "real-time" where ever that field value exists.

# Menu:

### **Purpose:**

A system administrator can view/modify menus based on roles and how it relates to the users job responsibilities and/or permissions.

### **Navigation Tips:**

Select Role	
	 : Once a role has been selected, you will see a grid display with all the

- forms within the system.
  - There are 3 permission categories: 0
    - Read-Only
    - Ignore Status 0 0
      - Visible
- Check the checkboxes in the appropriate column for each form.
- If a box is not check, then the form will not display within the Roles menu.
  - ✓ Save changes
    - Click to save changes
- O Cancel changes
  - Click to cancel changes
- The user may need to refresh their system to see the reflected modifications

# **Audit Trail:**

### **Purpose:**

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This form allows a system administrator to see all transaction activity for the system.

### Navigation Tips:

- Use grid for filtering •
- Filtering: Grids have filter capabilities user must click T to open filter popup. •

Show items with	value that:
Is equal to	Ŧ
And 🔹	
Is equal to	Ŧ
Filter	Clear

- This is example of popup after clicking filter icon. User can pick from choices in drop down and enter the value into the field they are looking for.
- User can combine filter by choosing and/ or and adding additional criteria. •

# **Configuration Setting(s):**

# **Purpose:**

Allows a system administrator the ability to modify rules on how a form or field performs. This form also allows the configuration of how a Person, Decedent and/or Contact names appear. The grid consists of rule Description and Value, the Description is read only: the administrator can change the value by clicking within that field and supplying a value that is consequential to the existing value.

#### Navigation Tips:

- For Example: 'Create automatic attribute for Homicide death' is valued as 'true'. This value can be changed to false. If you input something other than true or false you will be notified as below upon trying to save.
- The result of this rule is: If 'Manner of Death' is Homicide the system will automatically assign the Homicide attribute. System will not remove attribute if manner is changed as there may be reviewable data.
- A number can only be replaced by another number. If you input something other than a number you will be notified as above upon trying to save.
- CLICK THE SAVE CHANGES OR CANCEL CHANGES BUTTON AT THE TOP OF THE FORM

#### Name Format Configuration:

Allows the administrator to format the way a name will appear in the system. Click in the appropriate field and a dropdown will appear with various name formatting options. Select each option as you want it to appear and it will display in the field as indicated below.

Name Format Configuration			
Name Format Person          LastUpper ×       Comma ×         First ×       Comma ×	Name Format Decedent	Name Format Contact	✓ Save Name Formats

# **Report Security Configuration:**

### **Purpose:**

This form allows a system administrator to assign access to reports to various roles. The page is broken down into a single list of reports with a column to add associated roles.

- To assign specific roles to specific reports, you can either: •
  - Click into the desired column titled "Allowed Roles" to select 1 or many defined roles •

Description	Y Allowed roles	
Additional contacts	Investigator × Pathologist × Suptry ×	×
	System	
Admonition Opposing Autopsy	Transport	
	Expected Death	
Alphabetical Listing Of Deaths	Pathology Technician	
Authorization For Disposition	Investigator	
Autorization For Disposition	Pathologist	
Authorization For Disposition Waiver	Suptriv	

- Or, Click into the drop down titled "Allowed Roles" at the top of the form and select 1 or many defined roles.
- Then, click the check boxes next to the desired reports that you wish assign these roles to and

click on Apply Roles to selected records followed by "Save Changes" button to apply the report access.

-	stigator × App	Ny Roles to selected records	
✓ S3	ve changes O Cancel changes		
Drag a	column header and drop it here to group by that	column	
	Description	Allowed roles	Ť
	Additional contacts	Investigator, Pathologist, SupInv	
	Admonition Opposing Autopsy	Investigator, Pathologist, Supinv	
	Alphabetical Listing Of Deaths	Investigator, Pathologist, SupInv	
-	Authorization For Disposition	Investigator	

To assign specific roles to all reports, start by selecting the desired roles in the drop down titled "Allowed • Roles" at the top of the form.

Allowed Roles	
Investigator × Pathologist × SupInv ×	Apply Roles to selected records

Then click the check on the top left column header. •

Description	Allowed roles	

•

Finish by clicking on Apply Roles to selected records followed by "Save Changes" button to apply the report access.

# **Disposition Agencies:**

# **Purpose:**

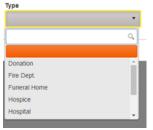
This form allows a user define final disposition agencies that will populate the drop down lists that are present on the Body Release form.

#### **Navigation Tips:**

- To assign an organization category to a disposition type, click on
- Choose the method of disposition

Edit	X
Disposition Agencies @	A
Disposition •	Type
	✓ Update S Cancel
Donation Final Disposition Setting	
ty	

• Then click on "Type" to select the organization you wish to associate such as Funeral Home



• If you wish to associate more than 1 organization for "Final Disposition", repeat the steps above to add additional organizations.

# **Task Configuration:**

# **Purpose:**

This form allows a system administration to create tasks for completing case closure requirements

# **Navigation Tips:**

# Tasks:

+ New Task

0

Click to generate a pop-up form to create / modify a task. The user can create / modify different tasks based on the follow criteria:

- Case Type
- Specific Attribute
- Exam Type
- The user can select a single category or multiple 0



Click Update to save this task or click Cancel to close out the popup without saving the selection.

- Click to edit the row.
- Click to delete the grid row record.

# Subtasks:

- You can create different sets of Sub Tasks.
- Click to highlight the task in the grid that you want to assign sub-tasks to. This will then produce the Subtask section to become accessible.

• <b>+ Add new record</b> Click to generate a pop-up form to create /			
modify a sub-task			
<ul> <li>Name the Sub Task and assign it to a Role</li> </ul>	Name the Sub Task and assign it to a Role		
<ul> <li>Select a Validation Method. The options are:</li> </ul>			
<ul> <li>Optional (This data set will not prevent the user from closing)</li> </ul>	ng a		
case)			

- Required for Case Closure Requirements
- Requires Approval

Manual

- Checking this box will generate a Multi Select field containing list of reports.
  - Reports are Designated as a task that will be completed Manually
- If you do not check the Manual box, you will then see the field titled **Predefined Requirements**

# Predefined Requirements



This is a Multi Select field and contains the

following options:

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## o <u>Address</u>

Decedent must have either an **Address** (which includes all values, country, county, state, city, zip code, and address) or **No Fixed Address**.

o Body Released

The Body must have a released date

o Document Requests Completed

All Requests must have a completed date

• Evidence Released or Destroyed

All Evidence must be released and/or destroyed.

• Follow Up

All the case's follow up must be closed.

• Notification

If identification is positive there must be a positive contact notification.

o Identification

Identification status is either **Positive** or **Unidentified**.

• **Positive Identification** 

Identification status is **Positive**.

o Property Release

All property must be released and/or destroyed.

- To assign specific fields, utilize the grid filters to make locating the desire fields an easy process. You can sort by form or by a specific field:
  - Example Steps:
  - Sort by form, such as Case or Death Location
  - $\circ$   $\,$  Click on the Required check box directly in the desired field grid row.

Drag a column header and drop it here to group by that column				
Form	Ţ	Field	Required	
Death Location		Place		*



When you are done click on the Check Mark to Save your changes, or click on the caution icon to close out the window without saving the changes

# **Case Type Configuration:**

# **Purpose:**

Provides the System Administrator with the ability to see/modify components relating to Alpha character case number formatting and case closure requirements

# Navigation Tips:



- Click directly into the prefix grid row and type in the Alpha character prefix that you would like to have added to a case number. *Example: Cremation Case Number could be formatted as C2017-00001.*
- As a system administrator you have the ability to set the necessary case closure requirements based on the type of case.

Requirements	T	1
One manual step ("Close")	۲	^
	Q	
Case is automatically close when all the required tasks are completed		
One manual step ("Close")		
Two manual steps; first one sets the case to read only ("Approve" ->ReadOnly; "Close")		
Two manual steps; first one sets the case to read only ("Close" ->ReadOnly; "Approve")		
Two manual steps; second one sets the case to read only ("Approve"; "Close" ->ReadOnly)		
Two manual steps; second one sets the case to read only ("Close"; "Approve" ->ReadOnly)		

Click into the

Requirements column for the specific Case Type grid row that you wish to set the closure requirements for.

• The changes/modification that are made directly in this grid will be saved automatically.

# **Contact Administration**

# **Purpose:**

This form allows a system admin user to manage outside contacts that have been marked / flagged to be accessible for all cases.

### Navigation Tips:

- By clicking this icon that is displayed at the top of the grid it will expand all the rows in the grid so the user can view additional information.
- this icon that is displayed on left side of each grid row, will allow the user to expand the individual grid row to see additional information.
- this allows the user to edit an existing contact record.
- $\circ$   $\stackrel{\scriptstyle{\times}}{}$  this allows the user to delete a contact record
- Add Contact this allows the administrator to create a new contact record which can be associated with an agency.

# **Specimen Set:**

# **Purpose:**

This form allows a user to create sets of specimen labels for all pathologists or a specific pathologist.

#### Navigation Tips:

- User can create a specimen set by clicking +Add Specimen Set button. + Add Specimen Set
- Enter a "Name" for this new set such as Standard or Homicide. This name will be used to denote the type of set.
- If the set will be available to all pathologists choose "Everybody" in Pathologist Drop Down
   Edit

SpecimenSet		
Name	Pathologist	
Standard	Everybody	-

- Otherwise you may choose a specific pathologist and that set will only be visible to that user.
- To enter specimen items for this specific set, click +Add Specimen Set Item button.
- This will bring up a popup where the user will be required to enter the specimen type and the desired number of labels for that specific specimen.

+ AddSpecimenSetItem

Edit							×
Specim	en Set Items						-
Specimen Type	•	Container Type	¥	Number Of Labels		\$	
1	۵,	Container Type	Y Number of L	abels	T		
Antemortem Speci Arterial Line Blood Bile			1			×	
Blood (no site) Blot/Filter Paper							

• Please note the number of labels will indicate the number of unique barcodes generate for that specimen type.

Click Update to complete process.

# **Email Configuration:**

# **Purpose:**

Form is used to enter information for email notifications to be generated by the system. The page is organized into two grids.

- 1. Expected death email configuration
- 2. Email Configuration

**Navigation Tips:** 

1. Expected Death Email Configuration:

When an 'Expected Death' role creates or edits an expected death case, an email will be sent to the email entered in the 'email' field in the grid's popup:

This email will only be sent when the user selects the same agency in the 'expected death agency' field on the expected death form as configured in the 'agency attendance' field in the email configuration page

The content of the body of the email is also configured in this pop up in the 'body' editor. When the expected death user receives this email the **'HOSPICE PRE-REGISTRATION'** form will be attached.

- To set up email notifications to outside entities, start by clicking on the + Add Email Configuration
- Within the pop up form, you will be required to designate the recipients email address, their associated agency and the email message / body that will sent.

Email Configura	luon	
ail	Agency Attendance	
me@agency.com	Life Source 👻	
Message		
iy		
	Format	

When an Expected Death case is Approved, Converted to a ME case or Canceled by any role:

An email is sent to the user that created the case with the corresponding subject: 'Expected Death case was approved', 'Expected Death case was canceled' or 'Expected Death case was converted to ME case' depending on what action occurred.

#### 2. Personnel Email Configuration

When a decedent's name is changed and email is sent to all of the people with the roles 'pathology technician,' 'Administrative' and to the pathologist and investigator on the case. This will only occur when the exam type for the case is **NOT** 'no exam'.

This notification will be configured by a system administrator on the Email configuration page. For this email notification to occur, the email notification configured in this grid must have the Action 'Name Change'.

#### When completing the 'Body' Editor in either grid:

The user can use [casenum], [decedent] and [deathLocationCounty] in the body message and it will be replaced with the relevant information when the email is sent.

# **Drop Down Maintenance:** (Case Configuration Mode)

# **Purpose:**

Provides the System Administrator with the ability to assign specific "Roles" and/or "Organization Categories" to applicable dropdown lists.

### **Navigation Tips:**

- ۵
- Click the sprocket located in the black banner to put the system into "Case Configuration Mode".
- Click to open the form to access the drop downs that are to be modified.

# **Modifying Personnel Lists:**

	Investigator	0
•		Hover over the far right side of the drop down till

you see the sprocket appear and click on it.

Edit List Ca	ategories		×
Investi	gator × Sup	Inv ×	
		Ok	Cancel

Click on the X to remove a Role or click into the field to

see a list of the available roles to add.

Ok Click to Save

•

- Cancel Click to Cancel and not save changes
- Please Note that changes made to fields will replicate throughout the system where ever this field is present.

# **Modifying Organization Lists:**

Reported	By Agency:	
----------	------------	--

\* 3

<sup>J</sup> Hover over the far right side of the drop down till you

see the sprocket appear and click on it.

Ф

Edit List Categories		>
Fire Dept. × Hospice × Hospital × LEA ×		
C	0k	Cancel

Click on the X to remove a Category or click into the field to

see a list of the available Categories to add.

Click to Save

•

- Cancel Click to Cancel and not save changes
- Please Note that changes made to fields will replicate throughout the system where ever this field is present.

# **Modifying General Lists:**

	Manner Of Death	+
•		Hover over the far right side of the drop down till you see the
	Plus Sign appear an	d click on it.
	Add List Item	×
	Description	
	Ok	Cancel
•		Type in the list item you want to add
•	Ok Click to Save	
•	Cancel Click to Car	cel and not save changes

### Manner Of Death

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To modify and/or delete an existing list item, hover over the item till you see the icons appears on the right side.

- The Pencil icon will allow for editing the item
- The Trash Can will allow you to delete/remove that specific item from the list. (*Deleting/Removing an item will not compromise any legacy cases that may have this item referenced.*)
- Please Note that changes made to fields will replicate throughout the system where ever this field is present.

Tasks to be performed by Customer ME (Client) and VertiQ (VQ)	Responsible Party	Estimated Date/Time	Milestone Payment Schedule
Contract signing	VQ/ Client		
Kick-off meeting within 60 days	VQ/ Client	60 days	1
VertiQ install base application on either Hosted Test server or Customer test server for further analysis and requirements gathering	VQ		1
Perform walkthrough of application for analysis team as needed	VQ/ Client		1
Review application for purposes of analysis by Client based on anything outside of the scope of Exhibit E Requirements	VQ/ Client		2
Client to deliver database for conversion analysis and list of 239 fields to be converted	VQ/ Client		2
Client to deliver County logos and header information for report edification	VQ/ Client		
System Administrator(s) training to allow for: • Set up users and roles	VQ/ Client	Following install	2
<ul> <li>Create menus for all roles</li> <li>Create Customized drop down lists for all drop downs</li> </ul>			
<ul> <li>Create and edit system help, tooltip and captions</li> <li>Overview of the application</li> </ul>			
Design Meeting review of Requirements; create/edit forms, reports, data conversion mapping and setup	VQ/ Client	2 weeks	2
Create SOW with timeline of below tasks	VQ	1 week	2
Deliver SOW to Client	VQ		2
Client to review SOW	Client	3 weeks	2
Potential meeting for SOW questions and changes	VQ/ Client		2

Update SOW document and deliver to client	VQ		2
Client SOW acceptance sign off	Client	3 weeks	2
Build Forms and Reconfigure application from SOW, test	VQ	2 months	3
Build Reports based on new development SOW, test		1 month	3
Data Conversion based on new development from SOW, test		1 month	3
1 <sup>st</sup> Delivery to Client	VQ		3
1 <sup>st</sup> Review Forms, Reports and Data Conversion	Client	4 weeks (30 days)	3
Potential meeting to discuss issues	VQ/ Client		3
Changes to Forms, Reports and Data Conversion, test	VQ	(7 days)	3
2 <sup>nd</sup> Delivery updated Forms, Reports and Data Conversion	VQ		3
2 <sup>nd</sup> Review Forms, Reports and Data Conversion	Client	2 weeks (15 days)	3
Potential meeting to discuss issues	VQ/ Client		3
Changes to Forms, Reports and Data Conversion, test	VQ	(7 days)	3
Potential 3 <sup>rd</sup> Delivery updated Forms, Reports and Data Conversion	VQ		3
Potential 3 <sup>rd</sup> Review and Sign off on Forms, Reports and Data Conversion	Client	TBD by Client	3
Install of CME-V3 application on training environment	VQ		4
Training - Train the trainer via WebEx	VQ/Client	2.5 days	4
Sign off on workstation/device testing	Client		4

Final Conversion and Sign off on go live checklist	Client	1 week	5
Install of CME-V3 application on Hosted Production server GO LIVE	VQ		5
Post Go Live support	VQ/ Client		5

		Payment Amount (\$USD) as outlined in Cost Proposal
M#	Milestones	
M01	Testing Environment set up on Hosted server; installation by VertiQ of 2 hosted licenses and base application for system analysis OR testing environment set up on Customer's server for installation by VertiQ of base application.	
M02	Planning and Analysis results (SOW) upon sign-off	
M03	Build and Configure/ Data Conversion/Testing upon sign-off	
	Install updated application on testing environment	
M04	Training – Train the Trainer via WebEx	
M05	Final data conversion, Moving into production and Go-Live	
	Totals:	TBD

# **AZURE BACKUP PROTOCOLS**

SQL Database automatically creates database backups and uses Azure read-access georedundant storage (RA-GRS) to provide geo-redundancy. These backups are created automatically and at no additional charge. You don't need to do anything to make them happen. Database backups are an essential part of any business continuity and disaster recovery strategy because they protect your data from accidental corruption or deletion. If you want to keep backups in your own storage container you can configure a longterm backup retention policy. For more information, see Long-term retention.

# What is a SQL Database backup?

SQL Database uses SQL Server technology to create full, differential, and transaction log backups for the purposes of Point-in-time restore (PITR). The transaction log backups generally happen every 5 - 10 minutes, with the frequency based on the performance level and amount of database activity. Transaction log backups, with full and differential backups, allow you to restore a database to a specific point-in-time to the same server that hosts the database. When you restore a database, the service figures out which full, differential, and transaction log backups need to be restored. You can use these backups to:

- Restore a database to a point-in-time within the retention period. This operation will create a new database in the same server as the original database.
- Restore a deleted database to the time it was deleted or any time within the retention period. The deleted database can only be restored in the same server where the original database was created.
- Restore a database to another geographical region. This allows you to recover from a geographic disaster when you cannot access your server and database. It creates a new database in any existing server anywhere in the world.
- Restore a database from a specific long-term backup if the database has been configured with a long-term retention policy. This allows you to restore an old version of the database to satisfy a compliance request or to run an old version of the application. See Long-term retention.
- To perform a restore, see restore database from backups. Note

In Azure storage, the term *replication* refers to copying files from one location to another. SQL's *database replication* refers to keeping to multiple secondary databases synchronized with a primary database.

# How often do backups happen?

Full database backups happen weekly, differential database backups generally happen every few hours, and transaction log backups generally happen every 5 - 10 minutes. The first full backup is scheduled immediately after a database is created. It usually completes within 30 minutes, but it can take longer when the database is of a significant size. For example, the initial backup can take longer on a restored database or a database copy. After the first full backup, all further backups are scheduled automatically and managed silently in the background. The exact timing of all database backups is determined by the SQL Database service as it balances the overall system workload.

The backup storage geo-replication occurs based on the Azure Storage replication schedule.

# How long do you keep my backups?

Each SQL Database backup has a retention period that is based on the service tier of the database, and differs between the DTU-based purchasing model and the vCore-based purchasing model (preview).

# Database Retention for DTU-based purchasing model

The retention period for a database in the DTU-based purchasing model depends on the service tier. The retention period for a database for the:

- Basic service tier is 7 days.
- Standard service tier is 35 days.
- Premium service tier is 35 days.
- General-purpose tier is configurable with 35 days maximum (7 days by default)\*
- Business Critical tier (preview) is configurable with 35 days maximum (7 days by default)\*

\* During preview, the backups retention period is not configurable and is fixed to 7 days. If you convert a database with longer backups retention to a database with shorter retention, all existing backups older than target tier retention period are no longer available.

If you upgrade a database with a shorter retention period to a database with a longer period, SQL Database keeps existing backups until the longer retention period is reached.

If you delete a database, SQL Database keeps the backups in the same way it would for an online database. For example, suppose you delete a Basic database that has a retention period of seven days. A backup that is four days old is saved for three more days.

Important

If you delete the Azure SQL server that hosts SQL Databases, all databases that belong to the server are also deleted and cannot be recovered. You cannot restore a deleted server.

# Database Retention for the vCore-based purchasing model (preview)

Storage for database backups is allocated to support the Point in Time Restore (PITR) and Long Term Retention (LTR) capabilities of SQL Database. This storage is allocated separately for each database and billed as two separate per-database charges.

- **PITR**: Individual database backups are copied to RA-GRS storage are automatically. The storage size increases dynamically as the new backups are created. The storage is used by weekly full backups, daily differential backups, and transaction log backups copied every 5 minutes. The storage consumption depends on the rate of change of the database and the retention period. You can configure a separate retention period for each database between 7 and 35 days. A minimum storage amount equal to 1x of data size is provided at no extra charge. For most databases, this amount is enough to store 7 days of backups. For more information, see Point-in-time restore
- LTR: SQL Database offers the option configuring long-term retention of full backups for up to 10 years. If LTR policy is enabled, theses backups are stored in RA-GRS storage automatically, but you can control how often the backups are copied. To meet different compliance requirement, you can select different retention periods for weekly, monthly and/or yearly backups. This configuration will define how much storage will be used for the LTR backups. You can use the LTR pricing calculator to estimate the cost of LTR storage. For more information, see Long-term retention.

# How to extend the backup retention period?

If your application requires that the backups are available for longer period of time than the maximum PITR backup retention period, you can configure a Long-term backup retention policy for individual databases (LTR policy). This allows you to extend the builtit retention period from maximum 35 days to up to 10 years. For more information, see Long-term retention.

Once you add the LTR policy to a database using Azure portal or API, the weekly full database backups will be automatically copied to a separate RA-GRS storage container for long-term retention (LTR storage). If your database is encrypted with TDE the backups are automatically encrypted at rest. SQL Database will automatically delete your expired backups based on their timestamp and the LTR policy. After the policy is set up, you don't need to manage the backup schedule or worry about the cleanup of the old files. You can use the Azure portal or PowerShell to view, restore, or delete these backups.

# Are backups encrypted?

When TDE is enabled for an Azure SQL database, backups are also encrypted. All new Azure SQL databases are configured with TDE enabled by default. For more information on TDE, see Transparent Data Encryption with Azure SQL Database.

# Are the automatic backups compliant with GDPR?

If the backup contains personal data, which is subject to General Data Protection Regulation (GDPR), you are required to apply enhanced security measures to protect the data from unauthorized access. In order to comply with the GDPR, you need a way to manage the data requests of data owners without having to access backups. For shortterm backups, one solution can be to shorten the backup window to under 30 days, which is the time allowed to complete the data access requests. If longer term backups are required, it is recommended to store only "pseudonymized" data in backups. For example, if data about a person needs to be deleted or updated, it will not require deleting or updating the existing backups. You can find more information about the GDPR best practices in Data Governance for GDPR Compliance.

# Next steps

- Database backups are an essential part of any business continuity and disaster recovery strategy because they protect your data from accidental corruption or deletion. To learn about the other Azure SQL Database business continuity solutions, see Business continuity overview.
- To restore to a point in time using the Azure portal, see restore database to a point in time using the Azure portal.
- To restore to a point in time using PowerShell, see restore database to a point in time using PowerShell.
- To configure, manage, and restore from long-term retention of automated backups in an Azure Recovery Services vault using the Azure portal, see Manage long-term backup retention using the Azure portal.
- To configure, manage, and restore from long-term retention of automated backups in an Azure Recovery Services vault using PowerShell, see Manage long-term backup retention using PowerShell.

# 4.6 Project Management Methodology

The solution proposed has been on the market less than 3 years in a company with a history of nearly 35 years of experience, predominant in this industry. This solution has had excellent response from both prospective and existing customers over the last 3 years resulting in 10 new Coroner/Medical Examiner customers both large and small and 5 contracted upgrades to date with existing County and Customer Medical Examiner customers.

The average size customer is 15 concurrent users; range is from 3 to 80 concurrent users. All of our customers are supported by our team of long-term experienced development and support staff. All projects are similar in their approach.

For a cloud hosted system:

VertiQ will install the CME-V3 base application in the hosted environment for requirements gathering and testing.

There is a feature for uploading any file extension; the client workstation or device should have installed on it the appropriate software in order to display, edit and/or print these files (PDF, Word, images, audio, video, etc) that may be stored or generated in the server.

The delegated system administrator(s) will be trained by VertiQ and can make changes to personalize the application for the Customer without needing any tool to accomplish it. This is role based and supports:

- Form Titles
- Caption
- Help Configuration for both Form & Fields
- Tooltip / Hover Help
- Drop Down Maintenance
- Personal Menu with Book marks
- Role Creation
- Users Creation
- Menu Creation & modification
- Drop Down Maintenance

For an in-house server installation, Customer will provide, install and manage all servers and Client workstations and other devices utilized by Customer's users in accordance with VertiQ's recommendations. Upon verification that server(s) have been installed with the appropriate software, VertiQ will install a base application for Customer review for determining any additional configuration, testing and training.

## Phase I – Planning

Upon review of Vendor's work queue following contract signing, vendor will notify the Customer of an approximate start date for this project.

A Kick-Off Meeting via WebEx and Conference bridge will be held to provide a high level Project Schedule/Work Plan with key tasks, dates, milestones, deliverables descriptions, and Customer and vendor staffing requirements to ensure a successful "go live" date and provide a Data Conversion Plan.

Deliverables: Kick-Off Meeting, Project Schedule/Work Plan, Data Conversion Plan.

**Phase II – Design** VertiQ will install the base application in a test environment on its hosted server for further analysis by the Customer. Design documents (SOW) should consist of a fit/gap analysis that describes any development or configuration that is needed to meet the requirements of the RFP, interface/integration plan and data conversion mapping/crosswalk which will be approved by the Customer prior to development.

Deliverables: Design documents that consist of a fit/gap analysis which identifies any development or configuration needed to the System; an interface/integration plan; and a data conversion mapping/crosswalk.

**Phase III – Development** This Phase shall cover customization and development of the System as well as data migration/conversion.

Deliverables: Migration/conversion of data, a fully developed and configured System ready for testing,

**Phase IV – System Testing and Acceptance** 1) Upon determination by VertiQ that the Customized application has been successfully installed in a test environment the Customer shall commence a thirty (30) day System Testing and Acceptance period ("Testing Period"). 2) The Customer will notify VertiQ of any defects or deficiencies identified during the Testing Period and VertiQ will correct the defects and deficiencies or present a plan acceptable to the Customer that addresses the deficiencies in a time period agreed to by the parties. 3) Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and System materials and documentation, the Customer will provide written System Acceptance to VertiQ.

Deliverables: Completely developed and configured System installed in a test environment; testing defect report with all defects showing fixed, passed and accepted by the Customer; updates to System functionality documentation

**Phase V – Training** prior to "go live", VertiQ shall provide Train the Trainer and System Administrator training. All training courses provided by VertiQ will be taught by a professional trainer. Training outlines will be delivered to the County before training begins. Training will be conducted by VertiQ based on the costs and method reflected in the Cost Proposal

Deliverables: System administrator training, Train the Trainer training and training documentation

**Phase VI – Deployment** Upon receipt of the County's System Acceptance and upon completion of training and all other pre-deployment services, VertiQ will fully deploy the Production System onto the hosted server.

Deliverables: Successful deployment of the solution in the Production environment.

Tasks to be performed by Customer ME (Client) and VertiQ (VQ)	Responsible Party	Estimated Date/Time	Milestone Payment Schedule
Contract signing	VQ/ Client		
Kick-off meeting within 60 days	VQ/ Client	60 days	1
VertiQ install base application on either Hosted Test server or Customer test server for further analysis and requirements gathering	VQ		1
Perform walkthrough of application for analysis team as needed	VQ/ Client		1
Review application for purposes of analysis by Client based on anything outside of the scope of Exhibit E Requirements	VQ/ Client		2
Client to deliver database for conversion analysis and list of 239 fields to be converted	VQ/ Client		2
Client to deliver County logos and header information for report edification	VQ/ Client		
System Administrator(s) training to allow for:         •       Set up users and roles         •       Create menus for all roles         •       Create Customized drop down         lists for all drop downs          •       Create and edit system help,         tooltip and captions	VQ/ Client	Following install	2
Design Meeting review of Requirements; create/edit forms, reports, data conversion mapping and setup	VQ/ Client	2 weeks	2
Create SOW with timeline of below tasks	VQ	1 week	2
Deliver SOW to Client	VQ		2
Client to review SOW	Client	3 weeks	2
Potential meeting for SOW questions and changes	VQ/ Client		2

Update SOW document and deliver to client	VQ		2
Client SOW acceptance sign off	Client	3 weeks	2
Build Forms and Reconfigure application from SOW, test	VQ	2 months	3
Build Reports based on new development SOW, test		1 month	3
Data Conversion based on new development from SOW, test		1 month	3
1 <sup>st</sup> Delivery to Client	VQ		3
1 <sup>st</sup> Review Forms, Reports and Data Conversion	Client	4 weeks (30 days)	3
Potential meeting to discuss issues	VQ/ Client		3
Changes to Forms, Reports and Data Conversion, test	VQ	(7 days)	3
2 <sup>nd</sup> Delivery updated Forms, Reports and Data Conversion	VQ		3
2 <sup>nd</sup> Review Forms, Reports and Data Conversion	Client	2 weeks (15 days)	3
Potential meeting to discuss issues	VQ/ Client		3
Changes to Forms, Reports and Data Conversion, test	VQ	(7 days)	3
Potential 3 <sup>rd</sup> Delivery updated Forms, Reports and Data Conversion	VQ		3
Potential 3 <sup>rd</sup> Review and Sign off on Forms, Reports and Data Conversion	Client	TBD by Client	3
Install of CME-V3 application on training environment	VQ		4
Training - Train the trainer via WebEx	VQ/Client	2.5 days	4
Sign off on workstation/device testing	Client		4
Final Conversion and Sign off on go live	Client	1 week	5

checklist		
Install of CME-V3 application on Hosted Production server GO LIVE	VQ	5
Post Go Live support	VQ/ Client	5

**ACCEPTANCE CRITERIA/MILESTONES** 

Milestones for Acceptance:

		Payment Amount (\$USD) as outlined in Cost Proposal
M#	Milestones	
M01	Testing Environment set up on Hosted server; installation by VertiQ of 2 hosted licenses and base application for system analysis OR testing environment set up on Customer's server for installation by VertiQ of base application.	
M02	Planning and Analysis results (SOW) upon sign-off	
M03	Build and Configure/ Data Conversion/Testing upon sign-off	
	Install updated application on testing environment	
M04	Training – Train the Trainer via WebEx	
M05	Final data conversion, Moving into production and Go-Live	
	Totals:	TBD

#### VertiQ Hosted Software (SaaS) Subscription Agreement

This Hosted Software (SaaS) Subscription Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018 ("Effective Date", by and between VertiQ Software, LLC (hereinafter, "Vendor") with its principal address at 18625 Sutter Blvd., Suite 500, Morgan Hill, CA 95037 and the \_\_\_\_\_\_ (hereinafter, "Customer") with its principal address \_\_\_\_\_\_

#### Background

Vendor is in the business of providing case management software for coroners and medical examiners. The parties desire that Vendor make such software available to Customer under the terms and conditions of this Agreement, and Customer's access to and use of the software shall conform to these terms and conditions.

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Definitions

As used in this Agreement and in <u>Exhibit A</u> hereto (and any mutually agreed upon modifications thereto), the following terms shall have the following meaning:

"**CME Hosted**" means the case management software for coroners and medical examiners offered via Software as a Service (SaaS), the "Service" provided under the terms of this Agreement, designed as an alternative to a CME application residing locally on a customer's server.

"**Content**" means the audio and visual information, documents, software, products, and services contained or made available to Customer in the course of using the Service.

"**Customer Data**" means any data, information, or material provided or submitted by Customer to the Service in the course of using the Service.

"Initial Term" means the initial period during which Customer is obligated to pay for the Service as defined in Exhibit B attached to this Agreement.

"Intellectual Property Rights" means any unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Administrator(s)" means those Users designated by Customer who are authorized to purchase users and to create User accounts and otherwise administer Customer's use of the Service.

**"Term(s)**" means the period(s) during which a specified number of Users are allowed to use the Service pursuant to this Agreement.

"Vendor Technology" means all of Vendor's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Vendor in providing the Service.

"Service(s)" means access under the terms of this Agreement to Vendor's case

management software, which is developed, operated, and maintained by Vendor, accessible via <u>http://www.vertiq.com</u> or another designated website or IP address, or ancillary online or offline products and services provided to Customer by Vendor, to which Customer is being granted access under this Agreement, including the Vendor Technology and the Content.

"**User(s)**" means Customer employees, representatives, consultants, contractors, or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Vendor at Customer's request).

#### 2. License Grant and Restrictions

Vendor hereby grants Customer a *nonexclusive, nontransferable, worldwide right to use the Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement,* and all rights that are not expressly granted to Customer are hereby reserved by Vendor as outlined in Exhibit A VERTIQ SOFTWARE L.L.C, END-USER LICENSE AGREEMENT.

Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service. Users cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

Customer may use the Service only for Customer's internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws causing any IP address associated with the service provider to be Black Listed; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

#### 3. Customer Responsibilities

Customer is responsible for all activity occurring under Customer's User accounts, including activity initiated by third parties, whether such parties are known or unknown to Customer, with the *sole exception* of activities which are specifically initiated by Vendor or caused by the gross negligence of Vendor and can be verifiably shown as such, and shall abide by all applicable local, state, and federal laws and regulations in connection with Customer's use of the Service, including those related to data privacy, and the transmission of technical or personal data, except to the extent such activity is outside of Customer's reasonable control. Customer shall: (i) notify Vendor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Vendor immediately and use reasonable efforts to stop immediately

any copying or distribution of Content that is known or suspected by Customer or Customer Users; and (iii) not impersonate another Vendor user or provide false identity information to gain access to or use the Service.

### 4. Account Information and Data

Vendor does not own any Customer Data. Customer, not Vendor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Vendor shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data, except to the extent that any such deletion, correction, destruction, damage, loss, or failure to store such Customer Data is the result of Vendor's gross negligence in performing services pertaining to Customer Data pursuant to this Agreement. In the event this Agreement is terminated, Vendor will make available to Customer a quality, industry standard, and useable file of the Customer Data within 10 days of termination if Customer's right to the Services shall cease, but Vendor will make available to Customer a file of the Customer Data within 10 days of termination.

## 5. Intellectual Property Ownership

Vendor (and its licensors, where applicable) shall exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Vendor Technology, the Content, other than Customer's data, and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the Vendor Technology, or the Intellectual Property Rights owned by Vendor. Vendor's name, Vendor's logo, and the product names associated with the Service are trademarks of Vendor or third parties, and no right or license is granted to use them as outlined in Exhibit A VERTIQ SOFTWARE L.L.C, END-USER LICENSE AGREEMENT.

## 6. Charges and Payment of Fees

Customer shall pay all fees or charges to Customer's account in accordance with the terms and conditions set forth herein. The initial charges will be equal to the current number of total Users requested times the User fee currently in effect, pursuant to <u>Exhibit</u> <u>B</u>, which is hereby incorporated by reference. Payments must be made annually in advance unless otherwise mutually agreed upon in <u>Exhibit B</u>. Customer is responsible for paying for all User fees ordered for the year, whether or not such User fees are actively used. An authorized Administrator may add users by initiating an amendment to <u>Exhibit B</u>, hereto. Added users will be subject to the following: (i) added users will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the user fee for the added users will be the then current, generally applicable user fee; and (iii) users added in the middle of a billing month will be charged on a pro-rated basis for that billing month. Vendor reserves the right to modify its fees and charges and to introduce new charges at any time, pursuant to Exhibit B.

## 7. Excess Data Storage Fees

The maximum disk storage space provided to Customer at no additional charge shall be set forth in <u>Exhibit B</u>. If the amount of disk storage required exceeds such maximum disk storage space, Customer will be charged the then-current storage fees. Vendor will

use reasonable efforts to notify Customer when the average storage used per license reaches approximately 90 percent of the maximum; however, any failure by Vendor to so notify Customer shall not affect Customer's responsibility for such additional storage charges. Said notice shall be in addition to a monthly usage report to Customer, which shall provide Customer with its current storage usage and the remaining storage space remaining. Vendor reserves the right to establish or modify its general practices and limits relating to the storage of Customer Data. Vendor shall notify Customer of any changes, limitations, or additions to its general practices and limits relating to the storage of Customer date of said changes.

#### 8. Billing and Renewal

Payment of the initial term is as set forth in Exhibit B. Vendor will automatically issue an invoice to Customer each year on the subsequent anniversary or as otherwise mutually agreed upon. Renewal fees will be equal to the then current number of total Users times the current user fees at the time of renewal. Other services will be charged on an as-quoted basis. Vendor's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only U.S. (federal or state) taxes based solely on Vendor's income. The parties understand and agree that the transaction resulting from this Agreement shall not be subject to sales taxes in California, as further provided in Section 6010.9, 6011, and 6012 of the California Revenue and Taxation Code. If If Customer believes its bill is incorrect, Customer must contact Vendor in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

#### 9. Nonpayment and Suspension

In addition to any other rights granted to Vendor herein, Vendor reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer's account becomes delinquent by more than 60 days. Delinquent invoices and accounts are subject to interest of 1.0 percent per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged for User fees during any period of suspension. If Customer or Vendor initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account computed in accordance with Section 8 above. Customer agrees that Vendor may bill Customer for such unpaid fees.

Vendor reserves the right to impose a reconnection fee in the event Customer is suspended and thereafter requests access to the Service. Customer agrees and acknowledges that in the event of suspension or termination, Vendor will provide Customer with a file of the Customer Data upon Customer's request or before 10 days of account delinquency, as Vendor has no obligation to retain Customer Data after this time period, and Customer hereby specifically acknowledges that such Customer Data may be irretrievably deleted by Vendor if Customer's account is 120 days or more past due.

#### 10. Termination upon Expiration/Reduction in Number of Users

This Agreement commences on the Effective Date. The Initial Term is described in Exhibit B. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms at Vendor's then current fees. Either party may terminate this Agreement or reduce the number of users, effective only upon the expiration of the

then current Term, by notifying the other party in writing at least thirty (30) days prior to the expiration of the term. Customer shall be entitled to a pro-rata refund of all payments tendered for any period in excess of the remaining year in which termination notice was served. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated, Vendor will make available to Customer a quality, industry standard and useable file of the Customer Data within 10 days of termination if Customer so requests at the time of termination. Customer agrees and acknowledges that Vendor has no obligation to retain the Customer Data, and may delete such Customer Data, more than 120 days after termination.

#### 11. Termination for Cause

Any breach of Customer's payment obligations or unauthorized use of the Vendor Technology or Service will be deemed a material breach of this Agreement. Vendor, in its sole discretion, may terminate Customer's password, account, or use of the Service if Customer breaches or otherwise fails to comply with this Agreement, provided that Customer fails to cure or otherwise resolve a verified breach within 60 days of receipt of Vendor's notice. Customer agrees and acknowledges that Vendor has no obligation to retain the Customer Data, and may delete such Customer Data, if Customer has not cured within 120 days of notice of such breach; however, in this instance, Vendor agrees to provide Customer with a file of the Customer Data upon Customer's request or within 10 days of such termination.

#### 12. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Vendor represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Vendor help documentation under normal use and circumstances. Customer represents and warrants that Customer has not falsely identified Customer nor provided any false information to gain access to the Service.

#### 13. Mutual Indemnification

Customer shall indemnify and hold Vendor, Third Party Server Host, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Customer of Customer's representations and warranties; or (iii) a claim arising from the breach by Customer or Customer Users of this Agreement, provided in any such case that Vendor (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and settlement of the claim ; (c) provides to Customer all available information and assistance; and (d) has not compromised or settled such claim.

Vendor shall indemnify and hold Customer and Customer's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with its gross negligence in its performance under this Agreement, or arising out of or in connection

with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Vendor of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Vendor; provided that Customer (a) promptly gives written notice of the claim to Vendor; (b) gives Vendor sole control of the defense and settlement of the claim (provided that Vendor may not settle or defend any claim unless it unconditionally releases Customer of all liability); (c) provides to Vendor all available information and assistance; and (d) has not compromised or settled such claim. Vendor shall have no indemnification obligation, and Customer shall indemnify Vendor pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Customer products, service, hardware or business process(es).

### 14. Disclaimer of Warranties

VENDOR AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. VENDOR AND ITS CUSTOMERS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (C) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY VENDOR AND ITS LICENSORS.

## 15. Internet and Host Service Delays or Downtime

VENDOR'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, DOWNTIME, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, AND THIRD PARTY SERVER HOSTS WHICH WILL BE LOCATED IN THE USA. VENDOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**16.** *Limitation of Liability* IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS

#### HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 17. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to Customer.

#### 18. Local Laws and Export Control

Notwithstanding anything to the contrary in this Agreement, Vendor agrees not to store Customer's data in any manner whatsoever outside of the continental United States of America. Vendor provides services and uses software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Customer acknowledges and agrees that the software and Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries on which the United States, Switzerland, and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By entering into this Agreement, the parties represent and warrant that they are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.

The software and Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730–774 and Council Regulation (EC) No. 1334/2000.

Vendor and its licensors make no representation that the Service is appropriate or available for use in other locations. Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to U.S., Swiss, or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical, or biological weapons, or missile projects, unless specifically authorized by the U.S. government or appropriate European body for such purposes.

### 19. Notice

The parties may give notice by means of an email to the other party's address on record in Vendor's account information or this Agreement, or by written communication sent by first class mail or pre-paid post to the receiving party's address on record in Vendor's account information or this Agreement. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Customer may give notice to Vendor (such notice shall be deemed given when received by Vendor) at any time by any of the following: letter sent by confirmed facsimile to Vendor at the following fax number: (408) 782-0850; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Vendor or Customer at the following address. Vendor will notify Customer of receipt of such notification:

(Vendor) (Customer)

VertiQ Software LLC P. O. Box 787 Morgan Hill, CA 95037

### 20. Modification to Terms

Parties have the right to amend as long as both parties consent in writing.

#### 21. Assignment; Change in Control

This Agreement may not be assigned by Customer without the prior written approval of Vendor but may be assigned without Customer's consent by Vendor to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Vendor shall provide written notice as provided in Section 19, above, of any proposed or actual assignments or changes in control. Said notice shall include information on the effects, if any, made to Customer's service by the assignment. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of Vendor directly or indirectly owning or controlling 50 percent or more of Customer shall entitle Vendor to terminate this Agreement for cause immediately upon written notice.

### 22. General

This Agreement shall be governed by California law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state courts located in Santa Clara County, California.

No text or information set forth on any other purchase order, preprinted form, or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this agreement or use of the Service. The failure of any party hereto to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the other party in writing. This Agreement, together with the specific terms set forth in <u>Exhibits A and B</u>, comprises the entire agreement between Customer and Vendor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

**23.** Time is of the Essence. Time is of the essence of this Agreement as outlined in the timeline as set forth in Exhibit C

**24.** Third Party Beneficiary Rights. This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party hereto.

BY SIGNING IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, ITS EXHIBITS AND ITS EXHIBITS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE AGREEMENT. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT IS EXECUTED BY YOU AS THE CUSTOMER, AND APPROVED AND EXECUTED BY VERTIQ.

**IN WITNESS WHEREOF**, the parties have executed this Hosted Software (SaaS) Subscription Agreement on the day and in the year as set forth above.

#### VENDOR:

BY:	

By:	Anthony Kessel	
Title:	CEO	

#### CUSTOMER:

By:	 	 
By:		
Title:		

### EXHIBIT A

#### Between

#### Address: VertiQ Software LLC 18625 Sutter Blvd. Suite 500 Morgan Hill, CA 95037

Telephone: (408) 778-0608

Principal Contact: Anthony Kessel, COO

And

Customer Name: ("**You** Address: Telephone:

**Principal Contact:** 

VERTIQ'S PRODUCTS ARE COPYRIGHTED AND LICENSED (NOT SOLD). VERTIQ DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PRODUCT TO YOU. YOUR LICENSE OF THE LICENSED PRODUCT WILL NOT COMMENCE UNTIL AN AUTHORIZED REPRESENTATIVE OF VERTIQ HAS RECEIVED, APPROVED, AND EXECUTED THIS AGREEMENT.

This Agreement is an exhibit to and supplementary to the Agreement between the parties hereto and consists of the accompanying Terms and Conditions; and which are hereby incorporated by reference.

## TERMS AND CONDITIONS

## 1. DEFINITIONS

**1.1. "You or your"** means the single end-user customer organization signing this Agreement.

**1.2. "Product"** is the computer software application for medical examiners, coroners and toxicology laboratories that can be customized by VertiQ for your purposes, and known as 'CME-V3' in object code only, and its accompanying documentation.

**1.3. "Material Error"** means any material reported and verifiable failure of the Product to perform substantially in accordance with its system specifications. **"Material"** shall mean an error that prevents use of the Product, or which seriously impacts use of the Product.

**1.4. "Error Correction"** means either a modification or addition that, when made or added to the Product, brings the Product into material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Product, avoids the practical adverse effect of such nonconformity.

**1.5. "Maintenance Services"** means the maintenance and support services provided by VertiQ pursuant to, and more fully described herein.

**1.6. "Upgrades"** shall mean any Error Corrections, Enhancements, software modifications or additions, which are provided at VertiQ's sole discretion.

### 2. SCOPE OF RIGHTS

**2.1. Grant of License.** You are granted a non-exclusive right to use the Product (including any Error Corrections, standard enhancements or Upgrades for your use only upon payment of the Fees, specified in Exhibit B, in machine-readable form. This license specifically prohibits redistribution, transfer or resale of the Product.

**2.2.** Limitations on Use. You may not use, copy, modify, or distribute the Product (electronically or otherwise), or make any copy, adaptation, transcription, or merge any portion thereof, except as expressly authorized by VertiQ in writing. You may not reverse assemble, reverse compile, or otherwise translate the Product. Your license may not be transferred, leased, assigned, or sub-licensed without VertiQ's prior written consent, which will not be unreasonably withheld. If you copy or modify the Product in any way not expressly authorized by VertiQ, your license is automatically terminated.

### 3. YOUR RESPONSIBILITIES.

**3.1.** Your Responsibilities. You are responsible for the following actions:

3.1.1. Determining whether the Product will achieve the results you desire;

**3.1.2.** Procuring, installing, and operating computers, operating systems, and networking software to run the Product, and providing the hardware and software configuration requirements identified by VertiQ in Exhibit B;

3.1.3. Providing a proper environment and proper utilities for the computers on which the Product operates;

3.1.4. Selecting and training your personnel to familiarize them with the operation of the Product;

**3.1.5** Promptly notifying VertiQ in the event your use of the Product exceeds that set forth in Exhibit B, and paying for any additional fees that result from such excess use.

## 4. ACCEPTANCE.

**4.1.** Acceptance of Work. Within thirty (30) business days ("Acceptance Period") of delivery by VertiQ of the Product you will examine and test the Product to determine whether it conforms to its documentation. You will provide

VertiQ with a written notice of acceptance of the Product ("Acceptance") within the Acceptance Period or a statement of Material Errors (the "Statement of Errors"). In the event you do not provide VertiQ with a Statement of Errors within the Acceptance Period the Product shall be deemed to be accepted. Within sixty (60) days of receipt of your Statement of Errors, VertiQ, will correct such Material Errors set forth in the Statement of Errors and redeliver the Product to you. The procedure set forth in this Section will be repeated for one more cycle. In the event you do not accept the Product after VertiQ has resubmitted the corrected Material Errors to you for the second time you, at your sole option, may either terminate this Agreement and receive a full refund within 30 days of invoiced and paid services, or extend additional time to VertiQ to correct the reported Material Errors.

## 5. SERVICES

5.1. Training. VertiQ shall provide you with training services as part of the services set forth in Exhibit B.

**5.2. Support**. VertiQ shall provide you access to telephone and electronic mail during normal business hours (8.00 AM to 5.00 PM Pacific Standard Time excluding holidays) that allows you to report problems in the functionality of the Product. Calls or emails by your designated representative will be directed to 800-222-7947 or <u>V3TechSupport@vertiq.com</u>

**5.3. Customization**. VertiQ offers customization of the Product for specific customer requirements. VertiQ provides such customization services at the rates set forth in Exhibit B.

## 6. DATA.

Should it be required, you acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. VertiQ shall not be liable for any such errors, omissions, delays, or losses, unless caused by its negligence or willful act or omission. VertiQ may not be able to perform its responsibilities under this Agreement unless you adopt reasonable measures to limit the impact of such problems and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Both parties hereto are responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

## 7. FEES

**7.1.** Services Fees. VertiQ will provide you with the services described in Exhibit B, at the Services Fees set forth there under.

**7.2. Expenses.** Services Fees do not include travel and living expenses ("Expenses") incurred by VertiQ when providing you with such services. If time allows, an estimate of the Expenses to be incurred shall be provided to Customer prior to Vendor's incurring said Expenses. Customer shall have the right to object to the proposed or actual Expenses if deemed excessive and shall likewise have the right to propose an alternative amount as fair and full compensation to Vendor prior to any expense being incurred. You agree to pay promptly the Expenses when and as the services are rendered and/or the Expenses are incurred, upon receipt of an invoice from VertiQ. VertiQ agrees to use the same diligence in controlling Expenses as it uses in its own business. VertiQ reserves the right to require prepayment or advance deposit for Services Fees or Expenses, at its discretion.

**7.3. Payment Terms.** You agree to the payment terms as set forth in Exhibit B. All invoices from VertiQ shall be due and payable within thirty (30) days of the date of each invoice, subject to Paragraph 8 of the Agreement.

**7.4. Taxes.** You are responsible for sales or use taxes, and state or local property or excise taxes associated with your licensing, possession, or use of the Product, modifications, or any associated services. The parties understand and agree that, as this agreement concerns the sale and transfer of intangible property, California sales taxes do not apply to this transaction. In the event this understanding is incorrect, Customer shall be responsible for the payment of any assessed sales taxes.

## 8. CONFIDENTIAL INFORMATION

8.1 "Confidential Information" of a party (the "Disclosing Party") means any and all technical and non-technical information (including, but not limited to, patent, copyright, trade secret, and proprietary information) related to the current, future and proposed business, products and services of the Disclosing Party, Disclosing Party's suppliers and customers, and information concerning development, design details and specifications, customer lists, business forecasts, sales, and marketing plans and any other similar information or data which is disclosed to the other party ("Receiving Party"). "Confidential Information" also includes proprietary or confidential information of any third party that may disclose such information to the Disclosing Party or the Receiving Party in the course of the Disclosing Party's business. Confidential Information does not include information, technical data or know-how which is required by law to be disclosed or is subject to Customer's public records laws, or which: (i) is in the Receiving Party's possession at the time of disclosure as shown by the Receiving Party's files and records immediately prior to the time of disclosure or other credible evidence; (ii) before or after it has been disclosed to the Receiving Party, enters the public domain, not as a result of any action or inaction of the Receiving Party; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to the Receiving Party by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by the Receiving Party without reference to Confidential Information. During the Term of this Agreement and thereafter, the Receiving Party will (a) use the Confidential Information of the Disclosing Party solely for the purposes set forth in this Agreement, (b) take suitable precautions and measures to maintain the confidentiality of the Confidential Information of the Disclosing Party, and (c) not disclose or otherwise furnish the Confidential Information of the Disclosing Party to any third party other than employees or contractors of the Receiving Party who have a need to know such Confidential Information to perform its obligations under this Agreement, provided such employees or contractors are obligated under confidentiality obligations substantially similar to those set forth herein.

**8.2** Injunctive Relief. Each party acknowledges that, in the event of breach of the foregoing provision, the Disclosing Party will not have an adequate remedy in money or damages. The Disclosing Party shall, therefore, be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without the necessity of posting a bond. The Disclosing Party's right to obtain injunctive relief shall not limit its right to seek further remedies.

**8.3** Survival. Notwithstanding the termination of this Agreement for any reason, the rights and duties of the parties (Fees), (Ownership), (Confidential Information), and (Indemnification) shall survive such termination and remain in full force and effect.

## 9. GENERAL

9.1 Assignment. This Agreement shall not be assignable by you without the prior written consent of VertiQ.

**9.2** Waiver of Construction Against the Drafter. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the parties to this Agreement.

**9.3 Severability.** In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

**9.4** Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond the parties' reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such delay, either party may defer any delivery dates for a period equal to the time of such delay. Notwithstanding the foregoing, if either party is in default under this Section for more than forty five (45) days, the non defaulting party may terminate this Agreement.

### HARDWARE AND SOFTWARE REQUIRED:

Server Requirements: None – Fully Hosted

Browser (*) \ OS	Windows	Mac OS	Linux	Mobile
<i>ể</i> Internet Explorer	11.0+	-	-	if HTML5 compliant
🕙 Firefox	3.6+	3.6+	3.6+	if HTML5 compliant
🤨 Chrome	20+	20+	20+	if HTML5 compliant
0 Opera	10+	10+	10+	if HTML5 compliant
🧐 Safari	4.0+	4.0+	-	if HTML5 compliant

Notes:

- Browser with no HTML 5 support may have limited or reduced functionality
- Browser must have Javascript support enabled
- Browsers in Beta stage are not supported
- Discontinued browsers (IE for Mac, Netscape) are not supported

The client workstation should have installed the appropriated software in order to display, edit and/or print files (PDF, Word, images, etc) that may be stored or generated in the server.

# INSERT HOSTED QUOTATION DOCUMENT HERE

Tasks for putting Hosted Project into Production	Responsible Party	Timeline by
KEY DEADLINES		
Contract finalization and signing	VQ/Client	
Client to deliver clean database for conversion analysis	Client	
Client to deliver logo and address information for report edification	Client	
Report Edits of logo and address information	VQ	
Install base application on hosted server	VQ	
VertiQ will provide system administrator training to:	VQ/Client	
Set up users and roles	Client	
Create menus for all roles	Client	
Create/ Customized drop down lists for all drop downs	Client	
Determine system defect list if any	Client	
System configuration determination as outlined in Services	Client	
Configuration of base application as outlined above	VQ	
VQ install application with converted data incorporated	VQ	
Sign off and acceptance of application and database conversion and determine cut-off date for final conversion.	Client	
End User Training	VQ/Client	

### Exhibit C (SAMPLE)

Sign off on go-live checklist	Client	
GO LIVE DATE final conversion	VQ/ Client	
1 <sup>st</sup> Annual Hosted Fee/Support goes into effect and is invoiced	VQ	
Post Implementation Support	VQ	

# SOLICITATION NUMBER: CRFQ 0506 CME1800000001 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

### **Applicable Addendum Category:**

- [] Modify bid opening date and time
- [] Modify specifications of product or service being sought
- [X] Attachment of vendor questions and responses
- [] Attachment of pre-bid sign-in sheet
- [X] Correction of error
- [] Other

### **Description of Modification to Solicitation:**

1) To provide the solicitation documents that were left out in error.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

### Addendum Numbers Received:

(Check the box next to each addendum received)

[ ]	<b>&lt;</b> ]	Addendum No. 1	[	]	Addendum No. 6
[	]	Addendum No. 2	]	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
[	]	Addendum No. 5	[	]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

VertiQ Sc	oftware LLC
	Company
C	5-
	Authorized Signature
05/	17/2018
	Date

## SOLICITATION NUMBER: CRFQ 0506 CME1800000001 Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- [X] Modify bid opening date and time
- [] Modify specifications of product or service being sought
- [] Attachment of vendor questions and responses
- [] Attachment of pre-bid sign-in sheet
- [] Correction of error
- [] Other

### **Description of Modification to Solicitation:**

1) To extend the bid opening date from May 17, 2018, at 1:30 PM EST to May 24, 2018, at 1:30 PM EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

### Addendum Numbers Received:

(Check the box next to each addendum received)

[*	]	Addendum No. 1	]	]	Addendum No. 6
[>	<]	Addendum No. 2	[	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
[	]	Addendum No. 5	[	]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

-	VertiQ Software LLC
	Company
	$c \gamma = l$
	Authorized Signature
	05/17/2018
	Date

# SOLICITATION NUMBER: CRFQ 0506 CME1800000001 Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

### **Applicable Addendum Category:**

- [X] Modify bid opening date and time
- [] Modify specifications of product or service being sought
- [] Attachment of vendor questions and responses
- [] Attachment of pre-bid sign-in sheet
- [] Correction of error
- [] Other

### **Description of Modification to Solicitation:**

1) To extend the bid opening date from May 24, 2018, at 1:30 PM EST to June 7, 2018, at 1:30 PM EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

### Addendum Numbers Received:

(Check the box next to each addendum received)

[x]	Addendum No. 1	[	]	Addendum No. 6
[x]	Addendum No. 2	[	]	Addendum No. 7
[x]	Addendum No. 3	[	]	Addendum No. 8
[]	Addendum No. 4	[	]	Addendum No. 9
[]	Addendum No. 5	Ε	]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Verti9Q Soft	ware LLC
	Company
C	Inp
	Authorized Signature
	05/31/2018
	Date

# SOLICITATION NUMBER: CRFQ 0506 CME180000001 Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

### **Applicable Addendum Category:**

- [] Modify bid opening date and time
- [] Modify specifications of product or service being sought
- [X] Attachment of vendor questions and responses
- [] Attachment of pre-bid sign-in sheet
- [] Correction of error
- [] Other

### **Description of Modification to Solicitation:**

1) To provide the vendor questions and responses.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

### Addendum Numbers Received:

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(Check the box next to each addendum received)

[ <sub>x</sub> ]	Addendum No. 1	[	]	Addendum No. 6
[x]	Addendum No. 2	[	]	Addendum No. 7
[x]	Addendum No. 3	[	]	Addendum No. 8
[x]	Addendum No. 4	[	]	Addendum No. 9
[]	Addendum No. 5	[	]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

VertiQ Software LLC
Company
$C \rightarrow p$
Authorized Signature
05/31/2018
Date

- Question 1: Are there any requirements/statements associated with the 'extended description' numbers in each line item. For example: Line item 1 System and Implementation 4.1.2 - 4.1.13? If not, what is the purpose of these numbers? SYSTEM AND IMPLEMENTATION - 4.1.2 - 4.1.13
- Answer 1: An addendum has been issued with this information. See Addendum 1.

### Question 2: Please advise how many years of case images will be stored on the hosted server?

- Answer 2: All case materials are required to be stored for a minimum of 50 years, with homicide cases requiring permanent/indefinite storage of all case materials.
- Question 3: Where are we supposed to respond to items listed in Part 3 and Part 4 of this document?
- Answer 3: Vendor Self Service allows attachments to be uploaded if additional documentation is needed to respond to items.

Question 4: Can you please provide a document that is searchable?

Answer 4: Documents are loaded to VSS in PDF format.

#### Question 5: Are deviations to the terms permitted?

- Answer 5: Deviations are permissible. However, any modifications to the terms and conditions document must be approved by the WV State Attorney General's office and could delay award of the contract. A WV-96 A is required when the vendor has terms.
- Question 6: Item 3.1.4 Do you plan on storing images and documents to a local server while using a hosted server for case data entry? This statement seems to contradict item 4.8.10
- Answer 6: Yes, we have a local storage for images.
- Question 7: If you plan on migrating and storing images and document on a hosted server, please advise the number of Gb you plan on storing.
- Answer 7: The Images will not be stored on the hosted server; the database has about 600GB of data and will estimate 100GB growth per year.

### Question 8: Item 4.1.14 – We do not use Java or Flash as these have security limitations

**Answer 8:** The application must work with Flash and Adobe.

#### Question 9: Item 4.1.17 – Please supply a list of all dependencies and fields

**Answer 9:** Will provide to the winning bid.

# Question 10: Item 4.1.24 – We are not able to have a user remove fields, renaming does exist within application

Answer 10: This is not an issue. Per specification 4.1.24 renaming a field is acceptable.

Question 11: Item 4.1.25 – Must be done by VQ – does this present a problem?

Answer 11: No.

Question 12: Item 4.1.28 – We have the option to send a report to an Excel where the user can manipulate it. Also can provide ability to download the database which can be manipulated by the client in their environment. Is this satisfactory?

Answer 12: If the requirements in section 4.1.28-4.1.28.3 are met, that would be satisfactory.

Question 13: Item 4.1.33 – This is a single page application that can be opened in multiple instances by the same login. Is this satisfactory?

Answer 13: Yes.

#### Question 14: Item 4.2.5 – Define online training modules

Answer 14: A training module that can be done onsite or by a WebEx.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) // Anthony Kessel, CEO	
(Printed Name and Title) 18625 Sutter Blvd. Suite 500, Morgan Hill, CA 95037	
(Address)	
Phone 408-778-0608 Fax 408-782-0850	
(Phone Number) / (Fax Number)	
anthony@vertiq.com	

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

VertiQ Software LLC

(Company)

(Authorized Signature) (Representative Name, Title)

Anthony Kessel, CEO

(Printed Name and Title of Authorized Representative)

05/31/2018

(Date)

Phone 408-778-0608 Fax 408-782-0850

(Phone Number) (Fax Number)

Revised 02/16/2018



### Proc Folder: 431129

Doc Description: Hosted SQL Database System and Software Upgrade - Addendum 4

Proc Type: Central Contract - Fixed Amt					
Date Issued	Solicitation Closes	Solicitation No	Version		
2018-05-30	2018-06-07 13:30:00	CRFQ 0506 CME180000001	5		

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PURCHASING DIVISION			
2019 WASHINGTON ST E			
CHARLESTON	WV	25305	
US			

#### VENDOR

Vendor Name, Address and Telephone Number:

VertiQ Software LLC 18625 Sutter Blvd. Suite 500 Morgan Hill, CA 95037 408-778-0608

OR INFORMATIO	N CONTACT THE BUYER		
vpril E Battle 304) 558-0067 pril.e.battle@wv	v.gov		
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ignature X	FEIN # 77-0504785	DATE	5/31/2018

### ADDITIONAL INFORMATION:

Addendum 4 is issued to provide the vendor questions and responses.

No other changes.

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Extended Description :

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	Document Phase	Document Description	Page 7
CME180000001	Final	Hosted SQL Database System and Software	of 7
		Upgrade - Addendum 4	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions