



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

State of West Virginia Master Agreement

Order Date: 03-25-2024

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0506 3732 MCH2400000001 1	Procurement Folder:	1357109
Document Name:	PUBLIC HEALTH DATA MANAGEMENT PLATFORM	Reason for Modification:	
Document Description:	PUBLIC HEALTH DATA MANAGEMENT PLATFORM		
Procurement Type:	Central Sole Source		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-03-22
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2029-03-21

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000044006			Requestor Name:	Christine L Basham
CAREHALO CORPORATION				Requestor Phone:	(304) 356-4930
PO BOX 1157				Requestor Email:	christine.l.basham@wv.gov
WOODSTOCK	GA	30188			
US					
Vendor Contact Phone:	6785407535	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0	<div style="font-size: 48pt; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION</div>	
#2	No				
#3	No				
#4	No				

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR 304-356-4116		PURCHASING DIRECTOR 304-356-4116	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BPH - MATERNAL & CHILD HEALTH		BPH/MCH - RESEARCH UNIT	
350 CAPITOL ST, RM 427		350 CAPITOL ST, RM 427	
CHARLESTON	WV 25301-3714	CHARLESTON	WV 25301-3714
US		US	

328-2466

Total Order Amount:	Open End
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Purchasing Division's File Copy

CH 3/25/24

PURCHASING DIVISION AUTHORIZATION
 DATE: *Tina [Signature]* 3/27/2024
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John S. Gray [Signature]*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: *David [Signature]* 3-29-24
 ELECTRONIC SIGNATURE ON FILE

328/2024

Extended Description:

THE VENDOR, CAREHALO CORPORATION, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, INTO A CONTRACT TO PROVIDE PUBLIC HEALTH DATA MANAGEMENT PLATFORM AND PROFESSIONAL SERVICES PER THE TERMS AND CONDITIONS, AND THE VENDOR'S QUOTE DATED 02/26/2024, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161501			YR	39500.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Program management web-based data platform

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81161501			EA	4500.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: System Setup and Data Migration

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81161501			MO	250.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: SMS data fees

Extended Description:

SMS data fees (up to \$250/month x 12 months)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81161501			EA	4750.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Care coordination - on-site

Extended Description:

Care coordination - on-site @ \$4,750/month x 2

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81161501			EA	3250.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Care coordination - remote

Extended Description:

Care coordination - remote @ \$3,250 x 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81161501			UNIT	45.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Bluetooth BP monitor

Extended Description:
Bluetooth BP monitor - \$45 x 50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	81161501			UNIT	100.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Cellular BP monitor

Extended Description:
Cellular BP monitor - \$100 x 10

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	81161501			EA	3500.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: EHR Integration

Extended Description:
EHR Integration at \$3,500 per unique EHR x 3

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	81161501			HOUR	75.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Professional services

Extended Description:
Professional services @ \$75/hour x 100 hours

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	81161501			HOUR	25.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Administrative services

Extended Description:
Administrative services @ \$25/hour x 200 hours

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	81161501			EA	5500.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Self-Enrollment

Extended Description:

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. Agency or Agencies** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. Bid or Proposal** means the vendors submitted response to this solicitation.
 - 2.3. Contract** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. Director** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. Purchasing Division** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. Award Document** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. Solicitation** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. State** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. Vendor or Vendors** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of (5) five years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to (2) two successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for Fixed Period Contract or Fixed Period Contract with Renewals has been checked in Section 3 above. If either Fixed Period Contract or Fixed Period Contract with Renewals has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.



One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.



8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor s are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers compensation insurance when required, and shall furnish proof of workers compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor s bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor s bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



24. MODIFICATIONS: This writing is the parties final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General s office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General s Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor s forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General s office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency s policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.



31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled confidential, proprietary, trade secret, private, or labeled with any other claim against public disclosure of the documents, to include any trade secrets as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.



35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.



39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. State Contract Project means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. Steel Products means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a substantial labor surplus area, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.



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.

(Printed Name and Title) Tamika Goins, CEO
(Address) P.O. Box 1157, Woodstock, GA 30188
(Phone Number) / (Fax Number) 678-540-7535
(email address) Tam@CareHalo.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company) AGins
(Signature of Authorized Representative) Tamika Goins, CEO
(Printed Name and Title of Authorized Representative) (Date) 2/26/2024
(Phone Number) (Fax Number) 678-540-7535 ; 877-914-3308
(Email Address) Tam@carehalo.com



March 16, 2023

Program CareHalo Proposal

CareHalo offers a Public Health Program Management platform and professional services, focused on helping participants around the country become more engaged in their care and delivering valuable information to providers enabling them to make more informed healthcare decisions, as well as helping program managers develop, deliver and evaluate effective community health solutions. We are able to offer the West Virginia WISEWOMAN a full turnkey solution, including not only self-monitoring devices and a provider/partner portal to easily access participant information, but also a closed-loop continuity of care with on-site support from CareHalo Care Coordinators and an integrated software solution that makes capturing, sharing, tracking and evaluating the data more efficient. CareHalo uses IoT to extend care beyond the walls of a facility to engage participants where they feel most comfortable, utilizing our easy-to-use technology to give your participants and partners more insight, yielding a better quality of life, reduced hospital readmissions and lowering the overall cost of care.

Sincerely,

Authorized Signer:

Tamika Goins, CEO

Agreed

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A handwritten signature in black ink, appearing to read "Tamika Goins", written over a horizontal line.

CareHalo Program Manager Platform

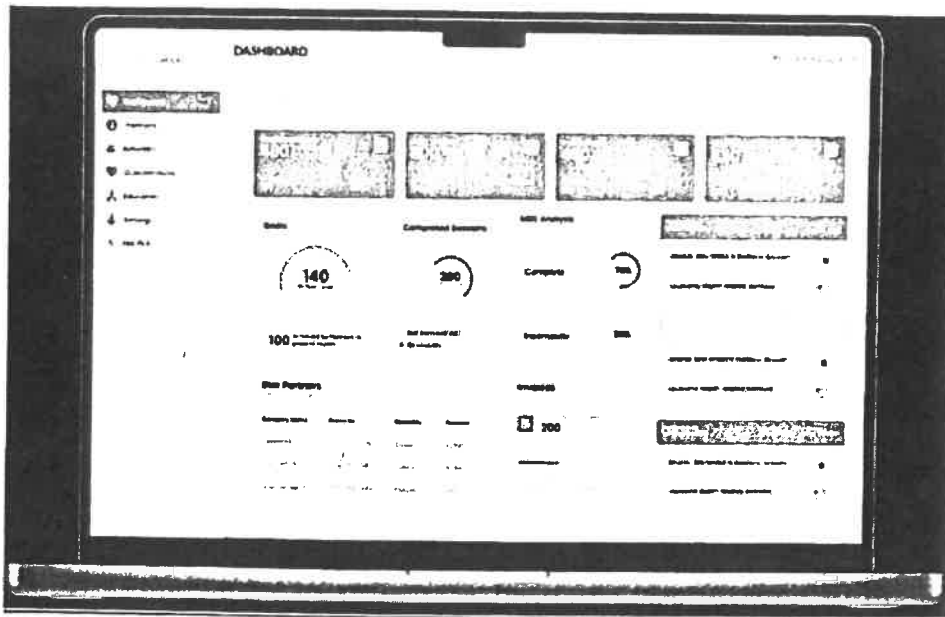
The CareHalo Program Manager Platform is a comprehensive public health EHR and data surveillance solution. The interoperable public health system is designed specifically to manage public health programs, offer an integrated, web-based solution that advances your public health goals efficiently by facilitating data exchange with community partner providers. WISWOMAN program partners will be able to easily exchange critical participant data with other providers, including vital tracking and real-time patient alerts, allowing for a team-based, whole-person care model. This system fosters a collaborative approach to care that will help partners identify gaps in care and share in a comprehensive care plan to aid providers in making more informed medical decisions and yielding better health outcomes. The system is also HIPAA, HL/7 and FHIR compliant.

Customized Dashboard

User would have the ability to filter dashboard statistics by partner/site, data range and program. Statistics shown will include:

- Total number enrolled, including percentage change during specified date range
- Number compliant
- Number of referrals sent (to partners), including percentage change
- Number and Percentage of referrals completed
- Participant population vital percentage graphic (showing at a glance percentage of participants with normal, borderline or abnormal blood pressure readings during a specific date range), including trend lines
- Participant progress against goals
- Number of sessions and sessions completed
- Number of self-enrolled
- MDE status (complete and incomplete records percentage)
- Invoices outstanding and paid
- Top performing partners, based on reimbursements





Program Details and Management

Program manager is able to “build/create” a program, including: setting all program criteria, requirements, remote monitoring devices, vitals and sessions, partners (healthcare and non-healthcare), fee schedule for reimbursements and mapping CPT codes to sessions. Program manager can view reimbursement reports, approve and track open vs paid, as well as alerts flagging unusual reimbursement requested relative to services scheduled (for example: request for lab reimbursement at HBSS session month 2).

Program details flow to participants via the CareHalo mobile application. Participants will be able to track and manage:

- Blood pressure – history of vitals, color indication to aid with understanding whether reading is normal, borderline or elevated (thresholds can be set by provider/partner at participant level), receive reminder to capture vitals.
- Risk Reduction HBSS sessions – View of scheduled HBSS sessions, reminder alerts
- Receive SMS and in-app notification and communication (appointment reminders, health tips, encouragement)

Self-Enrollment/Welcome Page

Public facing site (English and Spanish) allowing visitor to screen for program qualification (gender, age, income, insurance, qualifying risk factors), search for partner site based on proximity to zip code provided, view available days and time, and schedule a visit. Participant will receive immediate scheduled appointment confirmation, as well as email confirmation. Partner POC (Site Navigator) will also receive notification of scheduled appointment.

SMS/Chat

CareHalo Chat allows to send one-to-one or one-to-many SMS text messages to participants. This tool can be effective in delivering reminders, health tips, motivation, new resources available, new community partner locations, etc. All communications sent are tracked and stored as a journal note in the participant communication history.

Provider/Healthcare Partners

Provider/Healthcare Partners assigned to a program by Program Manager. There can be multiple locations and POCs for each Partner. Partner can be distinguished as a healthcare and non-healthcare partner. The significant difference being healthcare partners have access to patient health information.

Healthcare partners have visibility to the following participant level data:

Participant Profile – Participant demographic information, including chronic condition(s) being monitored

Vitals – Date range reporting of vitals for RPM device(s). Data can also be pulled for real time reporting, ideal for use during telemedicine visits. Data displayed as both a graph and detailed, including date, device, reading. Information can be exported as CSV and/or PDF.

Notifications – All in-app notifications sent to Participant so that provider is aware of all communications. For example, the application will automatically send Participant a reminder to capture vitals if no reading received in last 48 hours.

Health Goals – At a Participant level, provider can set vital thresholds “High” and “Borderline” readings for each device. This information transmits to the Participant via the CareHalo mobile app, displaying a color to indicate whether a reading is evaluated (red), borderline (yellow) or normal (green).

Alerts – Displays active and closed vital alerts, including date, time, device, vital readings. For those closed, it also shows the date, user, user role and user notes of who and when the alert was addressed.



Sessions – A listing of all sessions associated to programs assigned to the patient/participant. Partner can select the session, complete any questionnaire accompanying the session, mark the session completed, select CPT codes completed during that session for which the Program Manager needs to reimburse (ie. To select and submit CPT codes serves as Partner submitting a “claim” for payment by the program).

Intervention Cases – This feature is used by the CareHalo clinical team when engaged to perform Participant monitoring and proactive Participant outreach in response to an alert or other client defined trigger. Intervention allows our care coordinators/medical assistants to conduct triage with a Participant prior to a warm transfer to CareHalo on-call provider. Provider is able to review triage notes, as well as document their SOAP notes and schedule Participant for CareHalo follow up.

Referral Routing and Tracking – Provider/Healthcare Partners have full view of participant program details, will also have ability to refer and receive referral from other program partners, accept referrals, denote referral completion, transfer notes related to participants, submit reimbursement request, track reimbursements.

Non-Healthcare Partners

Non-Healthcare Partners assigned to a program have visibility to participant demographic data. All PHI (patient health information) is secured and not available to non-clinical partners.

Partners will also have ability to refer and receive referral from other program partners, accept referrals, denote referral completion, transfer notes related to participants, submit reimbursement request, track reimbursements.

Minimum Data Elements (MDEs)

The CareHalo platform will track and alert users for all fifty-nine (59) CDC WISEWOMAN required MDE variables. Required fields will be marked as such, including popup alerts for missing data. For those data elements required within a specific period (ie. Labs due within 30 days of enrollment), the CareHalo platform will remind user via notifications and/or popups of the missing data and the approaching deadline. Audit reports can be generated to identify any missing MDEs and verify percentage of completeness. User will also be able to export necessary data and/or reports to meet CDC MDE bi-annual reporting requirements.

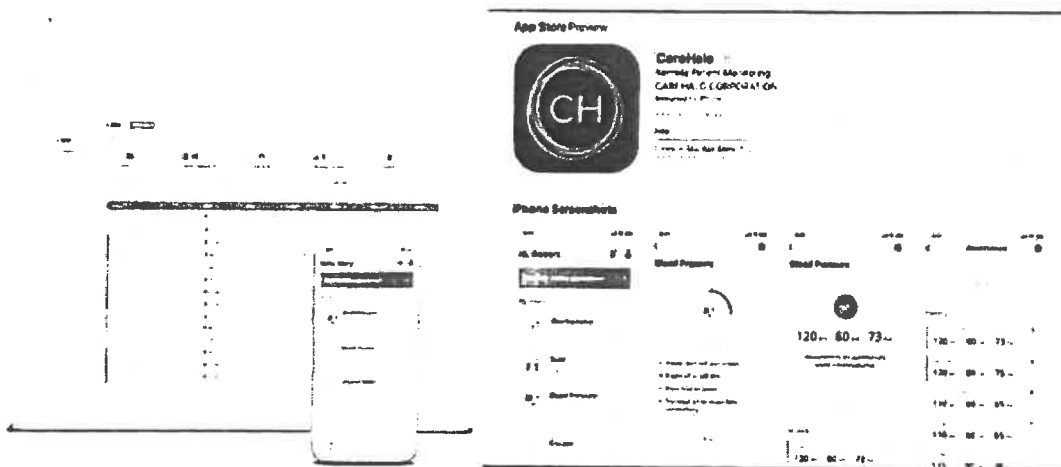
Participant Mobile Application



WISEWOMAN participants, like any consumer selecting a service or product, demand convenience, autonomy, transparency and seamless digital and in-person experiences. Leveraging the CareHalo mobile application (iOS and Android), WISEWOMAN participants will be more informed, engaged in their care and compliant with the WISEWOMAN program. The mobile application promotes active monitoring of blood pressure, medication adherence, and promotes healthy behavior with health tips, compliance reminders and care coordination support. In addition, participants will receive reminders for HBSS sessions, referral notifications, and can complete any number of questionnaire screenings via the app. CareHalo orchestrates engagement with all of their tools working in unison. Program participants have their vitals and program information at their fingertips.

Increasing disease rates, limited funding, and the ever-growing scientific basis for intervention demand the use of proven strategies to improve population health. Studies have demonstrated that engaged patients have better outcomes and lower acute care use. Supporting patients to meet their goals is consistent with delivering patient-centered care. Engagement strategies that have been studied among people with chronic conditions include self-management support (SMS) interventions; technology-based solutions.

WV WISEWOMAN, leveraging the CareHalo mobile application, participants will have evidenced base, multi-component interventions, including: (1) education and information sharing related to their risk factors and health condition(s); (2) goal setting and tracking; (3) self-monitoring of vitals and symptom management; (4) program reminders and alerts; (5) clinical remote monitoring aiding providing with decision support to facilitate patient-provider communication and adherence; (6) and care navigation assistance from the CareHalo care coordinators and WISEWOMAN site navigators.



A handwritten signature in black ink, appearing to read 'R. Brown', is written over a horizontal line.

Clinical Services

CareHalo has a national network of care providers, including medical doctors, nurse practitioners, registered nurses, diabetic educators, nutritionist, behavioral health and care coordinators, all ready to serve as an extension of your care team. Following our client's order sets and/or protocols, our team is able to provide continuity and access to care at the time medical attention is needed, helping to prevent small issues from potentially escalating into major and expensive health problems.

For WV WISEWOMAN, CareHalo purposes using CareHalo Care Coordinators. Our Care Coordinators will work in person and serve as on-site navigators/community health workers to engage directly with partners and participants.

The WISEWOMAN Site Navigator serves as the primary patient point of contact for the program. In this role, their primary duties include identifying qualified patients through the EMR (or means approved by clinic), gathering patient information, providing program education to clinic staff and patients, participant enrollment and promoting health education initiatives.

Key Responsibilities:

- Patient screening, recruitment, identification of prospective patients based on medical history, medications, current diagnosis, chief complaints, and collection of patient demographics.
- Draw blood for point of care diagnostics
- Review, complete and data entry of all required documents related to program enrollment and ongoing HBSS sessions
- Issue and train participants on remote patient monitoring devices and participant mobile application
- Recording of patient data into clinic EHR system, as well as WISEWOMAN EHR, including any documentation or
- Assisting clinic/site personnel with identifying community partners, reviewing billing services, assist in patient progression and development in the program's HBSS sessions
- Receive and direct phone calls, schedule appointments, check in patients, obtain necessary patient information to file and update patient records, and ensure all forms and consents are completed by patients.
- Lead efforts in HBSS lifestyle/coaching events and outreach for a free woman's heart health program, helping women understand and reduce their risk for heart disease.
- Coordinates and distributes health education resources for staff, community agencies, and organizations.
- Work with partner and WISEWOMAN team to establish and execute an approved workflow specific to partner's operations and systems.
- Performs related responsibilities as required.



Processes and Timeline

Program Planning and Setup

CareHalo's deployment would focus on optimizing current operational workflows, with variations based on segmented participant populations. During this phase, our team will work to understand and finalize exact data exchange between CareHalo and current data solution.

CareHalo Partner EMR Integration Steps

API Setup: Create test account(s), connect to any partner EMR library (if there are any) and set up initial integration.

API Endpoints: With Partner(s), CareHalo will determine what endpoint we will cover and what data will be exchanged between the systems.

Testing: Sample data will be tested to ensure data connectivity and transfer protocols.

Deployment

Our processes, for all users and use cases, are intentionally simplified, yet robust and comprehensive.

Setup— The CareHalo team will work with West Virginia stakeholders to setup the system to include all existing partner information, program details, as well as business flows related to finance tracking and claims.

Training— The CareHalo platform is designed for intuitive use by all users. The system does not require an extensive amount of training. That withstanding, CareHalo will provide system and process training. Training can be done virtually and/or in-person.

KPI Tracking

CareHalo dashboard allows for easy management and program reporting. Our team is equally committed to program success. The assigned CareHalo Account Manager will monitor all project KPIs, providing a quarterly report for each, as well as an action plan for any identified areas in need of improvement.



Optimization

CareHalo has a project goal of across the board continued improvement. It is our goal to become a valued partner to the team and the Participants served. We will use a semi-annual client review meeting (more frequency available if requested), along with KPI tracking, to identify ways to improve our service offering, technology and processes.



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Budget

	Cost	Per
Program Manager Platform	\$39,500.00	Year
Partner Goal Setting and Tracking	Included	
Program Goal Setting and Tracking	Included	
HBSS session tracking and questionnaire	Included	
Data Surveillance (MDE verification)	Included	
Reimbursement and Claim Tracking	Included	
Partner Referral	Included	
Unlimited Partner Licenses	Included	
Participant Mobile App Access	Included	
 Self-Enrollment	 \$5,500.00	
 System Setup and Data Migration	 \$4,500.00	 1x
 SMS Data Fees		
Up to 500	\$29.00	Month
Up to 1,000	\$49.00	Month
Up to 2,000	\$99.00	Month
Up to 5,000	\$150.00	Month
Unlimited	\$250.00	Month
 CareHalo Care Coordinator		
On-site (FT)	\$4,750.00	Month/Person
Remote (FT)	\$3,250.00	Month/Person
 Monitoring Devices		
Bluetooth Blood Pressure Monitor	\$45.00	Unit
Cellular Blood Pressure Monitor	\$100.00	Unit
 Miscellaneous		
EHR Integration	\$3,500.00	Unique EHR
Professional Services	\$75.00	Hour
Administrative Services	\$25.00	Hour

Thank you for the opportunity to present our offering and for your consideration. We hope to have the privilege of working with you, partners and participants.



License Agreement

THIS LICENSE AGREEMENT ("License Agreement") is entered into by and between CareHalo Corporation ("Company") and OMCFH/BPH/Wise Woman (the "Licensee"; Company and Licensee are referred to herein collectively as the "Parties" and sometimes individually as a "Party", pursuant to that certain Services Agreement executed of even date herewith).

1. LICENSED SOFTWARE. Company is the owner and creator of processes, systems and additional intellectual property including without limitation the CareHalo Software (the "Intellectual Property"). Licensee is desirous of using the Intellectual Property to provide telemedicine and remote patient monitoring services to its patients (e.g., monitoring vitals via CareHalo devices, providing telemedicine).
2. SCOPE OF LICENSE. Subject to all of the terms and conditions of this License Agreement, Company hereby grants to Licensee a non-exclusive, non-transferable license (the "License") to use the Intellectual Property exclusively for the purposes set forth herein and in the Services Agreement.
3. LICENSE TERM AND TERMINATION. The License will remain in effect as long as Licensee's patients are actively using CareHalo platform, remote patient monitoring devices and/or CareHalo mobile application, so long as Licensee is not in breach of this License Agreement. This Agreement may be terminated by Company, with or without cause, upon sixty (60) days prior written notice.
4. OWNERSHIP. Company shall retain all rights to the Intellectual Property, including title and rights to any documentation, software, software design, templates, data, data formats, and any other proprietary or trade secret information relating to the Intellectual Property including all copyright and patent rights. Company retains the right to reproduce, publish, sell and distribute licenses to the Intellectual Property to any other party. Company shall retain ownership of any changes, modifications, or updates to the Intellectual Property even if they arise as a result of Licensee's efforts or ideas.

De-identified information may be used by the Company for the purposes of development, product improvement, to demonstrate or market product effectiveness, or research as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Company agrees not to attempt to re-identify De-identified information and not to transfer De-identified to any party unless that party agrees in writing not to attempt re-identification. In consideration of our provision of the Services, Licensee hereby transfers and assigns to Company all right, title and interest in and to all De-identified information that Company makes from Licensee information. Licensee agrees that Company may use, disclose, market, license and sell De-identified information for any purpose without restriction, and that you have no interest in such information, or in the proceeds of any sale, license, or other commercialization thereof. Licensee acknowledges that the rights conferred by this section are the principal consideration for the provision of the Services, without which we would not enter into this Agreement.

Licensee Initials: JH/nc

Company Initials: TS

5. NONDISCLOSURE AND CONFIDENTIALITY.

(a) Disclosure. Each Party hereunder may disclose to the other Party certain Proprietary Information of such Party or of such Party's associated companies, suppliers, or clients. For purposes of this License Agreement, "Trade Secrets" means information defined as trade secrets under law; "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential, including, without limitation, client lists, pricing schedules, business methods, software and technology designs & specifications, vendor lists, market data, marketing plans and internal financial and marketing projections. "Proprietary Information" means Trade Secrets and Confidential Information; "Owner" refers to the Party disclosing Proprietary Information hereunder, whether such Party is Company or Licensee and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such Party is Company or Licensee and whether such disclosure is received directly or through Recipient's employees or agents.

(b) Requirement of Confidentiality. Recipient agrees to hold the Proprietary Information disclosed by Owner in strictest confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Owner to any third party, or utilize the Proprietary Information disclosed by Owner for any purpose whatsoever other than as expressly contemplated by this License Agreement. With regard to the Trade Secrets, the obligations in this Section 5 will continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, the obligations in this Section 5 will continue for the term of this License Agreement and for a period of five years thereafter. The foregoing obligations will not apply if and to the extent that: (i) the information was already known to Recipient, without obligation to keep such information confidential, at the time of Recipient's receipt of information from Owner; (ii) the information communicated was received by Recipient in good faith from a third party having no obligation to keep such information confidential; (iii) the information communicated was publicly known at the time of Recipient's receipt from Owner; or (iv) the information becomes publicly known through no fault of Recipient.

6. INDEMNIFICATION.

(a) Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party, and the other Party's owners, employees, directors, officers, managers and contractors (collectively, the "Indemnified Party"), from all losses, claims, damages, liabilities, costs, or expenses or actions of any kind or nature (including reasonable attorney's fees) (collectively, "Losses"), which at any time may be imposed upon or asserted against an Indemnified Party and arise out of, or are based upon: (i) the Indemnifying Party's reckless or negligent acts or omissions; or (ii) the Indemnifying Party's breach of this Agreement.

(b) The Indemnifying Party's obligation to indemnify the Indemnified Party for any Losses shall be conditioned upon the Indemnified Party: (i) providing the Indemnifying Party with prompt written notice of the claim giving rise to such Losses (the "Claim"); (ii) allowing the Indemnifying Party to control the defense and settlement of the Claim (provided, however, that: (A) the Indemnifying Party shall not have the right to control the defense and settlement of

any criminal action, and (B) the Indemnifying Party may not settle any Claim without the prior written consent of the Indemnified Party unless it contains no admission of guilt or liability and unconditionally releases the Indemnified Party of all liability under the Claim); and (iii) providing reasonable assistance and cooperation in connection with the resolution of the Claim. (c) Notwithstanding anything set forth in this Agreement to the contrary, no Indemnified Party shall be entitled to indemnification for any Losses resulting from any breach of any provision of this Agreement by the Indemnified Party or resulting from the gross negligence or willful misconduct of the Indemnified Party. Neither Party shall be liable to the other Party for any Losses covered by insurance, except to the extent the Losses exceed the amount of such insurance coverage.

7. WARRANTIES AND DISCLAIMER. Each Party represents and warrants that it has the right to enter into this License Agreement and to perform all its obligations hereunder. Company hereby warrants that all computer software, data, information, and equipment provided or disclosed to Licensee pursuant to this License Agreement may be utilized by Licensee without violation of any patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law or other similar rights. OTHER THAN AS EXPRESSLY SET FORTH IN THIS LICENSE AGREEMENT, NEITHER PARTY, NOR ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS LICENSE AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

8. LIMITATION OF LIABILITY.

(a) Limitation of Remedy. IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, LICENSORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY RELATING TO THIS LICENSE AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

(b) Maximum Liability. IN NO EVENT WILL COMPANY'S LIABILITY FOR ANY DAMAGES TO ANY PERSON OR ENTITY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY,

Licensee Initials: _____

Company Initials: 

PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THE FEES RECEIVED BY Company UNDER THIS LICENSE AGREEMENT.

9. CAREHALO shall submit invoice, including any supporting documentation, monthly for services rendered. Payment terms of invoice shall be net 30 days from date of service. In the event CAREHALO receives the Company's payment (as invoiced) five (5) or more days following the date of the CAREHALO Service, such payment shall be considered past due, and the Company agrees to pay CAREHALO an additional late fee of ten percent (10%) (or the maximum percentage allowed by law, whichever is less) on any amounts due and payable, with the late fee accruing monthly on the total outstanding balance. In the event CAREHALO retains an attorney to pursue collection of any amounts owed, or to enforce the terms under this Services Agreement, the Practice agrees to pay reasonable attorney's fees actually incurred by CAREHALO regardless of whether suit is filed.

EXECUTED by the Parties under seal, by their duly authorized representatives, as of the Effective Date.

LICENSEE:

COMPANY:

OMCEH/BPH/Wise Woman

CareHalo Corporation

By: Jennifer Hancock/NE

By: [Signature]

Name: Jennifer Hancock

Name: Tamika Goins

Title: Director, Women's and Family Health

Title: CEO

Agreed

Heather White

Licensee Initials: _____

Company Initials: [Signature]

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

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

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

Vendor Name: CareHalo Corporation

By: Heather White

By: Tamika Goins

Printed Name: Heather White

Printed Name: Tamika Goins

Title: Procurement Specialist, Senior

Title: CEO

Date: 2/29/2024

Date: 1/17/2024

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
 § 148-1-5. Remedies.
 Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W. Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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**EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

Prevailing Wage Determination

- Not Applicable Because Contract Not for Construction
- Federal Prevailing Wage Determination on Next Page