



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: 06-14-2022

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 0511 3275 BMS2200000003 1	Procurement Folder:	1035209
Document Name:	INCIDENT MANAGEMENT SOLUTION	Reason for Modification:	
Document Description:	INCIDENT MANAGEMENT SOLUTION		
Procurement Type:	Central Sole Source		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-06-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-06-14

VENDOR	DEPARTMENT CONTACT																				
<b>Vendor Customer Code:</b> VS0000039884 WellSky Corporation 11300 Switzer Road  Overland Park KS 66210 US <b>Vendor Contact Phone:</b> 9133071000 <b>Extension:</b>  <b>Discount Details:</b> <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			<b>Requestor Name:</b> Kelly (Jimmy) Dowden <b>Requestor Phone:</b> (304) 356-4861 <b>Requestor Email:</b> jimmy.k.dowden@wv.gov  <b>22</b> <b>FILE LOCATION</b> _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
PROCUREMENT OFFICER: 304-352-4286 HEALTH AND HUMAN RESOURCES  BUREAU FOR MEDICAL SERVICES  350 CAPITOL ST, RM 251  CHARLESTON WV 25301-3709  US	PROCUREMENT OFFICER: 304-352-4286 HEALTH AND HUMAN RESOURCES  BUREAU FOR MEDICAL SERVICES  350 CAPITOL ST, RM 251  CHARLESTON WV 25301-3709  US

6-15-22 Bat

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE:

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

THE VENDOR, WELLSKY CORPORATION, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, INTO A CONTRACT FOR AN INCIDENT MANAGEMENT SOLUTION FOR THE WEST VIRGINIA MEDICAID PROGRAM PER THE TERMS AND CONDITIONS, AND THE VENDOR'S QUOTE DATED 04/13/2022, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	93151507				0.000000
	<b>Service From</b>	<b>Service To</b>			
	2022-06-15	2023-06-14			

**Commodity Line Description:** Cloud Service Fees-Base Year 1

**Extended Description:**

Cloud Service Fees-Base Year 1

Total Cost: \$1,314,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	93151507				0.000000
	<b>Service From</b>	<b>Service To</b>			
	2022-06-15	2023-06-14			

**Commodity Line Description:** Additional state-level user licenses-Base Year 1

**Extended Description:**

Additional state-level user licenses-Base Year 1.

\$900.00 Per User

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	93151507				0.000000
	<b>Service From</b>	<b>Service To</b>			
	2022-06-15	2023-06-14			

**Commodity Line Description:** Additional provider-level user licenses-Base Year 1

**Extended Description:**

Additional provider-level user licenses-Base Year 1

\$600.00 Per User

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	93151507				0.000000
	<b>Service From</b>	<b>Service To</b>			
	2022-06-15	2023-06-14			

**Commodity Line Description:** One-time implementation fees-Base Year 1

**Extended Description:**

One-time implementation fees-Base Year 1

Total Amount: \$1,084,250.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	93151507				0.000000
	<b>Service From</b>	<b>Service To</b>			
	2022-06-15	2023-06-14			

**Commodity Line Description:** Maintenance and Operations: Managed Svc-Base Year 1

**Extended Description:**

Maintenance and Operations: Managed Services-Base Year 1

Total Amount: \$23,438.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	93151507				0.000000
	<b>Service From</b>	<b>Service To</b>			
	2022-06-15	2023-06-14			

**Commodity Line Description:** Maintenance and Operations: Interface Maint. Svc-Base Yr 1

**Extended Description:**

Maintenance and Operations: Interface Maintenance Services-Base Year 1

Total Amount: \$5,781.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	93151507				0.000000
	<b>Service From</b>	<b>Service To</b>			
	2022-06-15	2023-06-14			

**Commodity Line Description:** Maintenance and Operations: Learning Center Svc-Base Yr 1

**Extended Description:**

Maintenance and Operations: Learning Center Services-Base Year 1

Total Amount: \$18,750.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	93151507				0.000000
	<b>Service From</b>	<b>Service To</b>			
	2022-06-15	2023-06-14			

**Commodity Line Description:** Additional Professional Services-Base Year 1

**Extended Description:**

Additional provider-level user licenses-Base Year 1

\$187.50 Per Hour

## **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 one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract 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 one (1) 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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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.

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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.

Revised 04/01/2022

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy 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: \$1,000,000.00 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.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**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. [Reserved]**

**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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.



**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 CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**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](mailto: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.



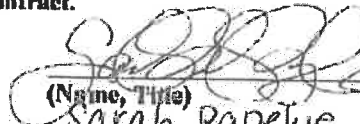
**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must 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.

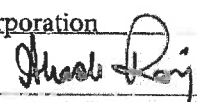
**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

  
(Name, Title) Assistant General Counsel  
Sarah Rapelye, Assistant General Counsel  
(Printed Name and Title)  
11300 Switzer Road, Overland Park, KS 66210  
(Address)  
(913) 307-1084 ; (913) 871-9571  
(Phone Number) / (Fax Number)  
legalcontracts@wellsky.com  
(E-mail address)

**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 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.

WellSky Corporation  
(Company)   
(Authorized Signature) (Representative Name, Title)  
Akash Raj, Chief Financial Officer, April 13, 2022  
(Printed Name and Title of Authorized Representative) (Date)  
913-307-1000  
(Phone Number) (Fax Number)  
akash.raj@wellsky.com  
(Email Address)



**ADDENDUM 1 TO THE**  
**GENERAL TERMS AND CONDITIONS**

Vendor and Agency agree to the modifications to the West Virginia General Terms and Conditions as set forth in this Addendum 1.

1. Section 8 [INSURANCE] shall be modified as set forth below:

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy 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 ~~cancellation changes~~ in its insurance policies, ~~including but not limited to, policy cancellation, 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 or not that insurance requirement is listed in this section.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00  
~~combined single limit per occurrence.~~

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.00 per ~~claim~~  
~~occurrence.~~

2. Section 20 [TIME] shall be modified as follows:

**20. TIME:** ~~Intentionally omitted Time is of the essence with regard to all matters of time and performance in this Contract.~~

3. Section 27 [ASSIGNMENT] shall be modified as follows:

**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 and any other government agency or office that may be required to approve such assignments. ~~Notwithstanding the foregoing, Vendor may assign this Contract to an affiliate or in connection with any merger, reorganization or sale of substantially all of Vendor's assets or other change of control transaction without any consent from the State; provided that, Vendor may not assign the Contract to any party with whom the State may not do business. Any such assignment shall immediately void the Contract.~~

4. Section 28 [WARRANTY] shall be modified as follows:

**28. WARRANTY:** ~~*Vendor agrees to comply with warranties set forth in the Master License and Services Agreement. 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.*~~

5. Section 30 [PRIVACY, SECURITY, AND CONFIDENTIALITY] shall be amended as follows:

**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 <http://www.state.wv.us/admin/purchase/privacy/default.html>. *Nothing in this Section shall prevent Vendor from providing Services under the Contract.*

6. Section 32 [LICENSING] shall be modified as follows:

**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. Vendor shall notify all subcontractors providing commodities or services *solely* 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.

7. Section 35 [VENDOR RELATIONSHIP] shall be modified as follows:

**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 *applicable* 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.

8. Section 36 [INDEMNIFICATION] shall be modified as follows:

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against any third party claims, suits, liabilities, obligations, judgments, and causes of action ("Third Party Claims") and associated costs and expenses (including reasonable attorneys' fees) resulting from (a) bodily injury to or death of any person, or (b) damage to, or loss or destruction of any real or tangible personal property; in each event to the extent such Third Party Claim results from the negligent, illegal, or willful misconduct of Vendor or its employees or agents while performing services at Agency's site, and provided that for the avoidance of doubt such indemnity shall not apply as relates to the design or functionality of the Services as defined in the Master License and Services Agreement (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.

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date of last signature below.

WEST VIRGINIA DEPARTMENT OF  
HUMAN RESOURCES

WELLSKY CORPORATION

By: Robert Price

By: Akash Raj

Name: Robert Price

Name: Akash Raj

Its: Administrative Services Manager II

Its: Chief Financial Officer

Date: 06/15/2022

Date: 4/13/22

**WELLSKY CORPORATION  
ORDER FORM**

This Order Form ("Order") is dated as of 06/15/2022 ("Effective Date") between West Virginia Department of Health and Human Resources with offices at One Davis Square, Suite 100 East Charleston, West Virginia 25301 ("Client") and WellSky Corporation, with offices at 11300 Switzer Road Overland Park, KS 66210 ("WellSky") for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the WellSky Master License and Services Agreement.



This Order consists of the following Attachments:

- Attachment 1 – Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Scope of Services

Any questions or changes to this Order, please contact Anthony DeCarolis, WellSky Senior Regional Sales Manager at 484-410-9753 or email at [Anthony.decarolis@wellsky.com](mailto:Anthony.decarolis@wellsky.com)

**Ordering Procedure:**

Scan and email this signed Order to [Anthony.decarolis@wellsky.com](mailto:Anthony.decarolis@wellsky.com) and copy WellSky's Contracts Department at [LegalContracts@wellsky.com](mailto:LegalContracts@wellsky.com)

<b>WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES:</b>	<b>WELLSKY CORPORATION:</b>
Signature: 	Signature: 
Name: Cynthia Beane	Name: Steve Greenberg
Title: Commissioner	Title: Vice President, Human and Social Services
Date: 6-15-22	Date: 4-13-2022

**ORDER FORM  
ATTACHMENT 1  
TERM AND PAYMENT TERMS**

1. Scope of Use: Set forth in Attachment 1 of WellSky Statement of Work
2. Term: Set forth in Attachment 1 of WellSky Statement of Work
3. Payment Terms: Set forth in Attachment 1 of WellSky Statement of Work

Please provide your accounts payable or billing contact information.

Name:	Brandon Payne
Title:	Director of AP/AR
E-mail:	dhhrbmsadminap@wv.gov
Phone:	304-352-4229

**ORDER FORM  
ATTACHMENT 2  
PRICING**

**Pricing is set forth in Attachment 1 of WellSky Statement of Work.**



**ORDER FORM  
ATTACHMENT 3  
SCOPE OF SERVICES**

**Scope of services described in WellSky Statement of Work in the pages that follow.**

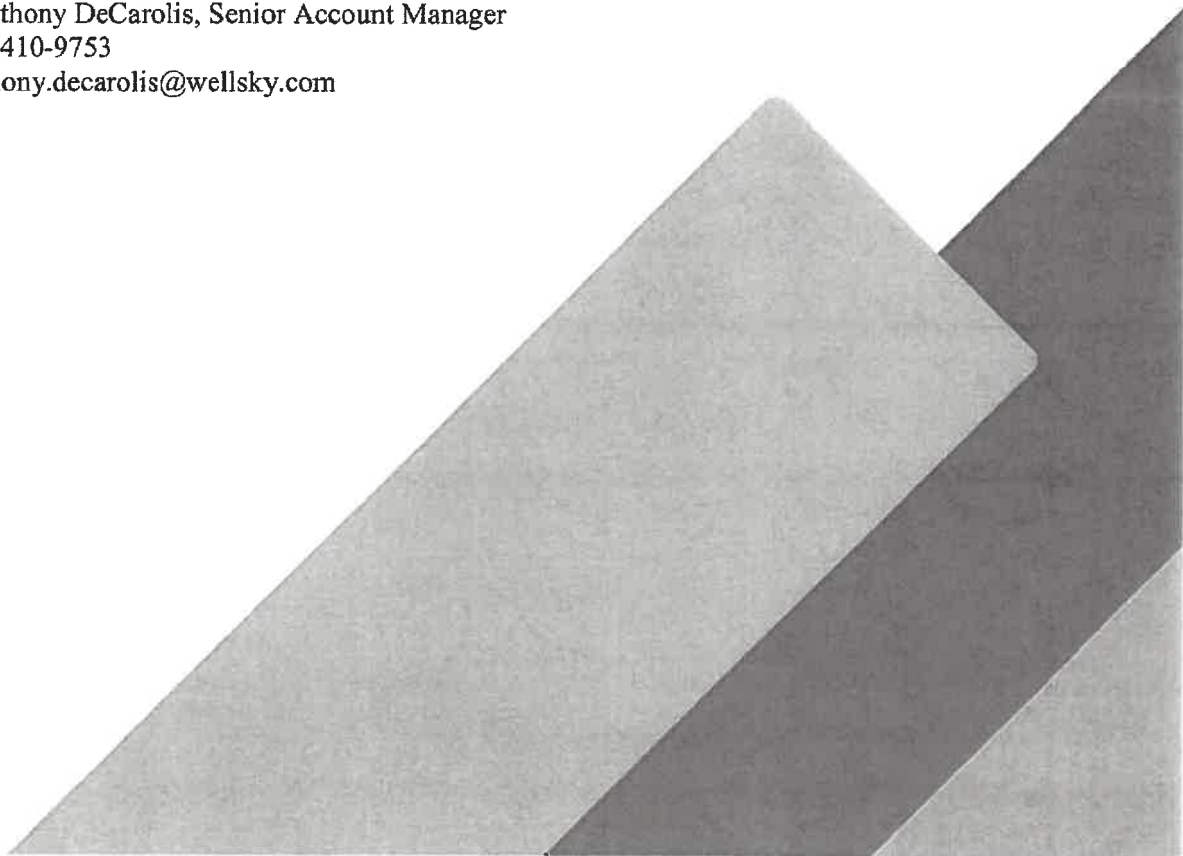


Software for Realizing Care's Potential

# State of West Virginia, Bureau for Medical Services

## **Statement of Work for Implementation of the WellSky Incident Management Solution**

Contact: Anthony DeCarolis, Senior Account Manager  
Phone: 484-410-9753  
Email: [Anthony.decarolis@wellsky.com](mailto:Anthony.decarolis@wellsky.com)



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## Executive Summary

The West Virginia Department of Health and Human Resources (DHHR), Bureau for Medical Services (BMS), is the designated single state agency responsible for the administration of the State's Medicaid program. BMS' Home and Community-Based Services (HCBS) programs focus on providing quality Medicaid funded services to eligible individuals in their homes and communities. BMS' Office of HCBS works to create a sustainable, person-driven long-term support system for people with disabilities, the elderly, and people with chronic conditions to improve independence, health, and quality of life outcomes.

### A Need for an Online Incident Management Solution

Among the responsibilities of the Office of HCBS are the development, implementation, and management of the State's medical assistance coverage and utilization policies for its 1915(c) waiver programs, State Plan Personal Care program, and nursing home transition programs. BMS recognizes that there are opportunities to leverage technology to achieve greater efficiency and effectiveness within these important programs. Specifically, BMS seeks to make improvements within its Critical Incident Management System (IMS). As the designated state Medicaid authority, BMS is responsible for quality oversight for its 1915(c) Medicaid waivers. Its federal partner, the Centers for Medicare and Medicaid Services ("CMS"), has issued continual guidance requiring that a state demonstrate it has designed and implemented an effective system for assuring waiver participant health and welfare. Key elements of the guidance on 1915(c) waivers include:

- Modifying assurances and sub-assurances related to health and welfare in recognition of the importance of tracking services to prevent future incidents of abuse, neglect, and exploitation ("ANE") and to allow for more extensive tracking of incidents to benefit the individual by using data to prevent future incidents.\*
- Requiring state critical incident management systems to:\*\*
  - Assure that reports of incidents are filed;
  - Track that incidents are investigated in a timely fashion; and
  - Analyze incident data and develop strategies to reduce the risk and likelihood of the occurrence of similar incidents in the future.

In recognition of this guidance, BMS is pursuing a comprehensive evaluation of its critical incident management policies, processes, roles, expectations, responsibilities, and technology that support the state's critical incident management system as a whole. BMS seeks to improve its ability to identify, report, and investigate critical incidents that occur within the delivery of its 1915c waiver programs as well as to track and trend results in order to make systems improvements.

From a data and technology perspective, BMS has identified immediate areas for improvement. Today, BMS utilizes a combination of a paper-based reporting process and a state-built database solution to track basic information about incident reports. BMS has determined that this database solution no longer meets the needs of the state or provider agency users and is sub-optimal for the following reasons:

- **Lack of configurability:** Any changes require code changes which make BMS reliant on its IT department. This model does not enable a BMS system administrator (program staff, not IT) to make changes and so results in longer time periods for system changes to be made.
- **Lack of robust reporting:** The system does not provide the ability for ad-hoc or custom report development to enable BMS to perform trend analysis or 'drill-down' on specific aspects of its overall critical incident data.
- **The data collected today is limited in detail.** It does not contain a depth or richness of information regarding investigation of the incident and does not fully enable BMS from monitoring findings as well as subsequent provider compliance or corrective action plan efforts.

BMS seeks to engage WellSky Corporation ("WellSky") to implement technology that will help BMS achieve better oversight, help enforce its updated policies, and better leverage data to help prevent ANE. To help achieve these goals, WellSky proposes to implement its *WellSky Human Services Critical Incident Management* module (hereafter "*WellSky Human Services*"). *WellSky Human Services* is a highly configurable, cloud-based, Commercial-off-the-Shelf (COTS) software solution. It is used by six state-level agencies for incident management for Medicaid and non-Medicaid providers, and by thirteen state-level agencies for collection of abuse, neglect, and exploitation (ANE) allegations.

**WellSky is the most widely used state-level ANE data collection software in the U.S.** The solution incorporates best practices in critical incident management which will help BMS achieve efficiencies in oversight and more strongly align with CMS guidance. This Statement of Work ("SOW") describes WellSky's approach, methodology, and underlying assumptions for the proposed implementation, the capabilities of the solution, envisioned workflows for primary users and associated fees for the solution.

#### References

\* *March 2014 Informational Bulletin on "Modifications to Quality Measurements and Reporting in §1915(c) Home and Community-Based Waivers"*

\*\**1915(c) Technical Guide (page 225)*



## Approach to Implementation

WellSky shares BMS' vision that its implementation of the *WellSky Human Services* solution will be a national model for innovative and best-practice incident management technology. To achieve this, WellSky will follow a project that is defined by three key stages:

### Stage 1: Pre-implementation Process Consultation

WellSky's Solution Architecture Team and other subject matter experts (SMEs) will collaborate with BMS-designated SMEs at project outset to identify and recommend not only the workflows and design for systems integrations but also the types of data that need to be collected by the WellSky solution to help BMS track its performance and drive future predictive analytics involving critical incidents. Examples of areas of focus could include:

- Tracking and analyzing meaningful data points to minimize preventable incidents
- Better determining when to contact protective services (e.g., severe incidents).
- Identify waiver participants at increased risk of abuse, neglect, or exploitation
- Document quality improvement processes, or show actions have resulted in improvement/reduction of Critical Incidents

The types of data identified from these working sessions will help inform the configuration of the WellSky solution. This approach helps ensure that BMS is "starting with the end in mind" by integrating the collection of strategic data as a natural part of the workflows.

### Stage 2: Implementation of the *WellSky Human Services* Solution

WellSky will follow its proven implementation methodology, which was designed specifically for implementation of WellSky's COTS solution, as described in the Implementation Overview section of this SOW (starting on page 33) and described in greater detail in Attachment 4 of this SOW. The software modules and technical services are summarized below.

*Deployment of the WellSky Human Services Incident Management Module*

**Three-Phase Implementation**

WellSky's implementation will feature three phases as follows:

- Phase 1 of the project is estimated to be approximately thirty (30) business days from project kickoff and will feature a "go-live" of online submission of critical incidents for a subset of providers within the Aged and Disabled Waiver (ADW) program that participated in the WellSky online case management pilot.
- Phase 2 will feature a "go-live" of a single standardized incident reporting and management business process (across all programs) and a data migration of Provider and Client data with an estimated delivery at month 5 of the project.
- Phase 3 will begin in month 4 of the project, happening simultaneously with Phase 2 and will focus on establishing the needed systems integrations and custom report development described below. Phase 3 is estimated to "go-live" at month 9 of the project.

**Phase 1 Scope:**

- Deployment of the WellSky Web Incident Form (online incident reporting form) which mirrors the online incident report used today by BMS.
- Deployment of a standard incident review workflow within the WellSky Human Services software for BMS and/or ADW operating agency staff.

**Phase 2 Scope**

- **Design, configuration and deployment of the *WellSky Human Services* software for critical incident reporting and management for all remaining 1915c waiver programs, providers and users.**
- **Provision of technical services for data migration:** Client and Provider data will be migrated from:
  1. The MMIS (currently Gainwell), which is assumed to be the system of record for provider data, to import provider data into the *WellSky Human Services* software.
  2. KEPRO's two proprietary software systems (Care Connection and Atrezzo) to facilitate a one-time importation of active/enrolled waiver members. During the project, it may be decided that this business need may be better facilitated by importing client data from Gainwell.
  3. BMS' existing Incident Management System (IMS) to import historical incident report data. WellSky will import twelve (12) months of historical data. If BMS, in collaboration with WellSky, determines the data in its IMS is not of high quality and thus not of value in migrating into WellSky Human Services, BMS may optionally elect to use WellSky as the 'go-forward' solution and archive its IMS data separately.

Phase 3 Scope:

- **Provision of technical services to establish the following systems integrations:**
  1. A system integration with Gainwell to facilitate the ongoing importation of provider data into the WellSky solution. WellSky assumes it will use this integration to facilitate the initial data migration for the importation of provider data.
  2. A system integration(s) to support the exchange of Case Manager data with DHHR's Administrative Services Organization (ASO), herein referred to as "KEPRO," proprietary software products (Care Connection and/or Atrezzo) and/or MMIS (Gainwell), as appropriate, so that Case Managers can be properly notified when incidents are reported against their caseload. In addition to the above-referenced scope, WellSky understands that the desired system integration must continually import/update client records in the WellSky software (e.g., to account for newly enrolled clients and facilitate closure of inactive clients). Professional Services will be provided to design and implement the most logical approach for ensuring client data is continually imported and updated in the WellSky Human Services solution. WellSky understands that today, KEPRO sends a proprietary file which is consumed by BMS' IMS and that process facilitates this business need. WellSky will make reasonable efforts to utilize that proprietary file.
    - No more than two (2) KEPRO databases are in scope (e.g., Care Connection and Atrezzo).
- WellSky's SOW has included a total 500 hours of professional services to be used to address business needs specific to Phase 2, subsection 2 and Phase 3, subsection 2. Should additional hours be required beyond the 500 to meet this business need, a change order will be required.
- Identification of custom reports to support BMS' need for reporting on its Incident Management program. WellSky's implementation includes up to 500 Managed Reporting Services hours in Year 1 to develop custom reports at BMS' direction so that reports designated by BMS as high priority/required upon or shortly after Go-Live are available.
- Deployment of the WellSky Advanced Reporting Module to BMS staff to enable self-service custom/ad hoc report creation post-go live.
- NOTE: For the avoidance of doubt, WellSky's implementation assumes all incidents will be reported using the *WellSky Human Services* software; this includes but is not limited to KEPRO users, provider agencies, and other mandated reporters.
- **See the technical services section of this SOW for additional details on data migration and systems interfaces**

### Stage 3: Post-implementation Continuous Quality Improvement and Optimization

Post-Go-Live, WellSky's Professional Services team will lead a continuous quality improvement program, in collaboration with BMS, that focuses on optimization of the workflows, user experience, and data quality within the *WellSky Human Services* solution. WellSky will facilitate meetings with BMS leadership and SMEs to identify areas for improved data quality/capture and reporting to optimally measure the impact of BMS's programs, inform policy, predict need, and advocate for funding. These efforts will be provided via WellSky Managed Support Services which are detailed in the Cost Proposal.

Finally, this ongoing Managed Support Services engagement will also focus on supporting BMS' WellSky system administrators. The implementation will provide comprehensive system administrator training, and the ongoing support will aid the BMS system administrators as needed in order for them eventually to independently administer the system. This is important because a strategic advantage of the *WellSky Human Services* solution is its configurability, which empowers BMS to quickly adapt the *WellSky Human Services* solution to changing business needs without a reliance on contractor consultants or specially trained technology staff to make changes. With *WellSky Human Services*, a well-trained BMS WellSky System Administrator (who can be program staff, not IT) will be able to:

- Make ongoing changes to adapt to changing program requirements via a comprehensive, self-service set of configuration tools (no coding or customization needed).
- Modify data collection screens and most automated workflow without relying on external resources.
- Create custom reports as needs for business intelligence evolve.

This capability will maximize BMS' ability to respond quickly to legislative mandates and requests for information and minimize the need for vendor change orders, ensuring that BMS has predictable annual IT costs.

In summary, this modernization project and implementation approach enables BMS to implement a reliable, best-in-class solution to help meet its required oversight responsibilities while also building a "data first" approach to waiver quality monitoring from the ground up. The flexibility of the *WellSky Human Services* solution will enable continued adaptability and refinement to further BMS' core initiatives. This capability enables BMS programming and technology to be adaptive to future federal requirements and positions West Virginia to be a national leader in using data to better predict and respond to the unique needs of waiver Participants living within West Virginia's diverse communities.

## Solution Overview: WellSky Human Services Incident Management Solution

The *WellSky Incident Management* solution is a cloud-based, highly configurable commercial-off-the-shelf (COTS) software solution. It is purpose-built for state human services divisions such as BMS to automate critical incident reporting and management workflows to help protect Medicaid beneficiaries and maintain alignment with CMS requirements and guidance on key functions of a state incident management system. Delivered as a Software-as-a-Service (SaaS), the highly configurable WellSky solution can help BMS by:

- Standardizing the reporting of incidents across 1915(c) and 1115 waiver programs and providing workflow automation around the investigation and remediation of instances of ANE and unexplained death;
- Meeting mandatory response timelines per BMS policy
- Detecting trends to help mitigate abuse and neglect of Medicaid beneficiaries
- Monitoring provider compliance

*WellSky Incident Management* includes comprehensive incident reporting functionality to capture and manage data on all varieties of incidents, including but not limited to abuse, neglect, serious injury, death, medication errors, etc. *WellSky Incident Management* includes the ability to add and update information about the incident, reporter, persons, and agencies involved, incident type (and sub-type), priority, actions taken, referrals, current status, and much more. The configurability of the application will allow BMS system administrators to capture whatever incident information is required for reporting. Incident reports can be entered directly into *WellSky Incident Management* by users with the appropriate credentials, or by non-users via the *WellSky Online Incident Reporting Form*.

Incident reports include a Notes sub-form to allow for the capture of narrative case notes, as well as to attach electronic documents to the incident report. The incident's documentation subpage allows for the capture of BMS defined data entry forms, configured by an BMS system administrator. Incident reports can be triaged and then used to propagate associated Investigation records, as well as to inform corrective action plans, sanctions, and appeals. Incidents are subject to *WellSky Incident Management* configurable workflow automation utilities and tracking/monitoring tools, including the My Work dashboards and standard reports. Workflow automation includes the generation of incident-related correspondence and ticklers that warn users of timeliness standards, like the due date for an investigation completion.

***WellSky Incident Management*** has been implemented by peer Medicaid agencies and other state-level HHS aging and disabilities services agencies to align with CMS guidance and implement state-specific incident management workflows and best practices. ***WellSky Incident Management*** was recognized as a national best practice incident management system at the 2019 HCBS conference.

## Features and Functionality

***WellSky Incident Management*** includes the following features and capabilities that will be configured to capture BMS-required data and automate incident tracking.

***WellSky Online Incident Reporting Form:*** An external online reporting form that HCBS waiver providers and other mandated reporters will use to submit online incident reports in a standardized way. This form will be designed in collaboration with BMS to reflect the questions and data elements BMS requires on its online incident reporting form. Once the form is submitted, it creates an incident report record in ***WellSky Incident Management*** for BMS or other designated staff to take appropriate next steps and build upon the information already submitted.

## Screenshot: Online Incident Reporting Tool

### Web Incident Report

Any person who becomes aware of an adverse event must report the occurrence by completing a web incident report within 24 hours of discovery.

To complete a report, fill out form below.

Required questions are marked with a red required label.

#### Incident Information

**Provider Region** required

☒ Unanswered
 ☐ Eastern Region
 ☐ North Central Region
 ☐ South Central Region
 ☐ Western Region

**Reporter Name** required

**Reporter's Relationship to Recipient** required

☒ Unanswered
 ☐ PCA
 ☐ Family
 ☐ Friend
 ☐ Peer
 ☐ Staff
 ☐ Roommate
 ☐ Case Manager

**Date of Occurrence** required



***WellSky Incident Management:*** Configured specifically for the state-level management of critical incident reporting and investigation and drawing on national best practices, *WellSky Incident Management* contains workflows that help workers clearly follow the steps throughout the incident triage and investigation process, including management tools that support proper supervision of staff and automated business processes that provide clear alignment between actions and policies. *WellSky Incident Management* will:

- Help ensure that appropriate user and program level security ensures compliance with HIPAA and privacy laws.
- Provide for differences in incident report workflows across programs (e.g., 1915(c) waivers) and incident types per BMS policy
- Initiate and conclude investigations by consistently determining if abuse or neglect occurred.
- Automate workflows that propose specific mitigation steps to help reduce the risk of future incidents.

Ad-hoc reporting and management tools will help BMS achieve improved visibility of incident data for its Medicaid waiver population and help enable:

- Complete, accurate incident and mortality reviews.
- Trend analyses by provider to identify potential systemic issues.
- Collection of provider data that can be used for licensing, reviews, or corrective action plans.
- Examining of investigation findings and the corresponding mitigation steps to monitor provider performance.

### **WellSky Incident Management Features**

- **“My Work” Dashboard:** The My Work dashboard is a user-specific daily working dashboard that gives a user links to information assigned to them. The Incidents section includes quick access to notes that have been routed to the user, ticklers due, and incidents assigned to the user - organized by status, disposition, or priority. The “My Management” section of the My Work dashboard provides supervisors information relating to the staff who report to them, such as their ticklers due and pending forms. Links to product documentation which reflects all current system functionality, including upcoming enhancements are housed on each user’s “My Work” dashboard for quick and easy access.



### Screenshot: My Work Dashboard

MY WORK			PROVIDERS	INCIDENTS	UTILITIES	REPORTS
INCIDENTS			TASKS			
Incident by Disposition			Links			
Follow-Up		1	Mobile Assessment			
Pending		2	Routing/Scheduling Functionality Guide			
Supervisor Review Requested		4	System Admin Guide			
Under Review		4	Waiver User Guide Manual			
Incident by Priority Level			Getting Started with WellSky Human Services			
Level 1		3	My Management			
Level 3		1	Ticklers Due			
Incident by Status			Event Ticklers			
Complete		4	Alert Notes			
Pending		7	Incident Record Queue			

- Comprehensive Incident Reporting:** *WellSky Incident Management* allows for the selection of the individual's program provider as part of the incident report. Both the managed care organization and program providers will have provider records in the solution where address, phone number, as well as license or certification number and contract number, will be maintained.

*WellSky Incident Management* has dedicated fields to collect name, address, date of birth, social security number, and Medicaid number of the person who is the subject of the incident. In fact, the module contains subpages for name, address, phone, and email, which can accommodate an unlimited number of records and categorization of each (e.g., home, work, out of state address, etc.). In addition to information about the person involved in an incident, the module can capture an unlimited number of other contacts in order to document any witnesses or staff involved.

*WellSky Incident Management* provides the ability to create and maintain searchable and exportable records for Medicaid recipient ANE and non-ANE critical incidents. Incident reports can be entered directly into *WellSky Incident Management* by credentialed users or by non-users via the *Web Incident Form*. Reports submitted via the *Web Incident Form* land in the dedicated Incidents chapter in queues configured for immediate processing. Each incident report includes sections for capturing information about the incident report (e.g., date/time of report, source, method of submission, etc.), details about the incident (e.g., incident date, type, description, setting, duration, cause, resolution), provider agency, one or more categorizations of

the incident, as well as details about resolution of the report (e.g., determinations, status, agencies involved, etc.). In addition, the involved consumer, one or more reporters, other participants (such as case managers, legal representatives, guardians, law enforcement officials, physicians, etc.) can be designated on an incident or complaint report. These participants can be entered manually into the system or located in a search against a database of persons previously involved in incident reports and complaints. Through this functionality, a history of previous involvement in incidents is accumulated over time. Forms or assessments established through the WellSky Screen Design Utility can also be associated with incidents to capture additional information used in the agency's business processes.

- **Investigation Tracking:** WellSky Incident Management enables users to track and follow-up on investigations stemming from critical incidents and any remediation the MCO or provider did to ensure the health and safety of the individual. Incident reports can be used to automatically propagate associated investigation records. Dedicated investigation data elements like investigator assigned, investigation start date and time, investigation due date, immediacy rating, and investigation status help ensure that BMS can document all aspects of the investigation process and outcome. WellSky's screen design utility allows system administrators to create forms for further investigation data entry with dozens of different field types available(e.g., lookup, text, date, checkbox, etc.). Investigations are subject to *WellSky Incident Management's* configurable workflow automation utilities and tracking/monitoring tools, including the My Work area and a dedicated Investigation queue for automated approval processing. Workflow automation includes the generation of incident-related correspondence. Remediation by the provider can be tracked in the incident/investigation record on a configurable screen design form.

## Screenshot: Incident Record

Incident	Incident Information	
Participants	Division *	INC ▼
Documentation	Entry Date *	08/25/2017
Notes	EntryTime *	07:59 AM
Associated Incidents	Report Method	Web Intake ▼
Events	Report Date *	08/25/2017
Track Disposition	Report Time	07:59 AM
	Report Type *	Recipient Death ▼
	Category	▼
	Priority Level	Level 3 ▼
	Service Type	Personal Care Services (PCS) Non-Waiver ▼
	State Agency	Aging ▼
	Region	West Region ▼
	Reporter from Web Incident	Lisa Daniel
	Reporter *	Daniel, Lisa ▼
	Relationship to Recipient *	Case Manager ▼
	Date of Occurrence *	08/24/2017
	Time of Occurrence	▼ ▼ ▼

- Remediation:** WellSky Incident Management offers BMS two options for where state-designated staff and contracted providers can enter remediation information for ANE, non-ANE critical incidents, and deaths. First, remediation by the provider can be tracked in the incident record on a configurable screen design form. This BMS-defined data entry form will capture any remediation the provider did to ensure the health and safety of the individual. *WellSky Incident Management* also supports the documentation of corrective action plans using the Corrective Action Plans (CAPs) tab within the provider record. The purpose-built CAPs functionality can be used to document CAPs for trainings, quality assurance audits, or other actions the provider needs to correct. The CAP record can be used to document the CAP Type, date, and status along with one or more items that require corrective action. The Item records allow the user to map findings to specific standards that have not been met, details around the corrective action, and associating a named worker to the corrective action step. Once the corrective action has been performed, the item can be updated to record the details about how the corrective action was met.

## Screenshot: Provider Record

ARC of Adams County (77)

Providers Provider ID Numbers Linked Providers Division Workers Services Notes **Assessment** Sanctions Appeals

Filters

Assessment | + |

Search Reset

5 Assessment record(s) returned - now viewing 1 through 5 --

Assessment	Review	Review Date ▼	Rater
Participant Experience Survey	Assessment	09/23/2015	Sims, Susanne
Comprehensive HCBS Provider Review	Assessment	09/21/2015	Sims, Susanne
NV FE Financial Review	Assessment	09/21/2015	Sims, Susanne
Provider Quality Survey	Re-determination	09/07/2014	Sims, Susanne
Corrective Action Plan	Re-determination	09/07/2014	Sims, Susanne

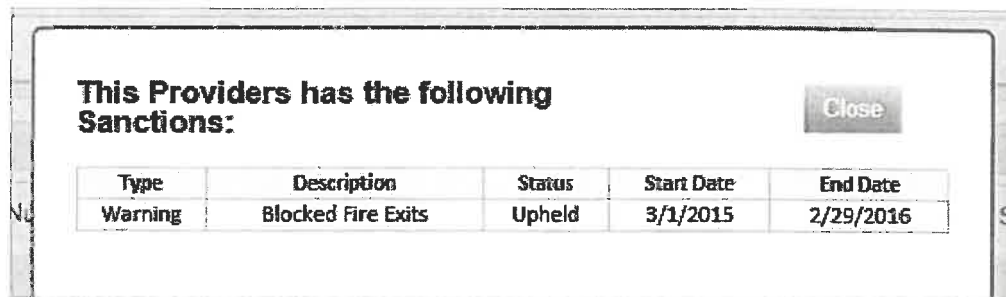
- Centralized Data Repository:** *WellSky Incident Management* serves as the centralized data repository for all reported critical incident data as required by BMS. Incident reports can be entered directly into *WellSky Incident Management* by credentialed users, or by non-users, via an optional, public-facing Web Incident Form. Reports submitted via the *WellSky Web Incident Reporting Form* land in the dedicated Incidents chapter in queues configured for immediate processing. Each incident report includes sections for capturing information about the incident report (e.g., date/time of report, source, method of submission, etc.), details about the incident (e.g., incident date, type, description, setting, duration, cause, resolution), managed care organizations, provider agency, one or more categorizations of the incident, as well as details about resolution of the report (e.g., determinations, status, agencies involved, etc.). In addition, the involved consumer, one or more reporters, other participants such as case managers, legal representatives, guardians, law enforcement officials, physicians, etc., can be designated on an incident or complaint report. These participants can be entered manually into the system or located in a search against a database of persons previously involved in incident reports and complaints. Through this functionality, a history of previous involvement in incidents is accumulated over time. Forms or assessments established through the WellSky Screen Design Utility can also be associated with incidents to capture additional information used in the agency's business processes.
- Avoiding Duplicated Incident Reports:** *WellSky Incident Management* is designed to prevent duplicate incident reports from being entered in the first place. To add an involved person or other contact to an incident record, the module can be configured to require, or at least warn, the user to conduct a people search first. If multiple

providers submit the incident report via the external Web Intake form or if a user creates a duplicate despite people search requirements in the system, duplicate incidents can be linked together on the Associated Incident subpage of the Incident record. Status can be used to identify the duplicate incident reports and exclude them from further processing or reporting.

- **Alerts/Active Notifications:** *WellSky Incident Management* includes comprehensive notification features. Authorized users can create notifications in a variety of ways, depending on who is receiving the notification, what information is being communicated, and how that information is conveyed. For example, authorized users can create workflow rules using WellSky's workflow wizard. The user would select a trigger event that would start the workflow process, along with the tasks within the workflow that need to be completed. The user can create message, or tickler associated with each task that is sent to the person to whom the task is assigned. These ticklers are in a free text format, allowing the user to communicate precise information to those included in the workflow.

An authorized user can create an alert within the Incident Report record in the notes section of the Incident Report by selecting the status of the note to "Alert." The user can use a free text format to convey essential information about that Incident Report.

#### Screenshot: Alert Notes within a Provider Record



Type	Description	Status	Start Date	End Date
Warning	Blocked Fire Exits	Upheld	3/1/2015	2/29/2016

Finally, an email tickler type allows for automatic reminders and notices to be sent by email to designated workers associated to the incident. Non-PHI data, like Incident ID, can be automatically merged into the subject line or body text of the email. These email ticklers will automatically fire when triggered by an event in the solution, as configured in the Workflow Wizard (i.e., status change).

- **Incident Searching:** The Incident Queue Search page allows users to create powerful searches using multiple types of criteria. Filter criteria include Incident ID, involved consumer name, reporter name, report date, report method, report type,

region, managed care organization, provider, program, and status. Search filters can be combined using Boolean (and/or) operators to drill down to the exact records sought. Search results appear in a list view grid that can be sorted by clicking on header names. A total, representing the number of records appearing in the search results list view grid, provides a quick count for ad hoc questions. How many incidents did X provider have last year? How many incidents are currently under investigation for Y program? How many incidents were reported in ABC region? The Incident Queue Search provides the visibility in *WellSky Incident Management* to answer these simple questions and more.

- Role Based Access:** WellSky uses a powerful role-based security model that allows system administrators to create groups that define the chapters, pages, and fields that will be available to users in a specific division or functional business area (e.g., provider management) and roles that further refine the areas of the application available to users with specific job functions and their edit privileges (e.g., read only, add, edit, delete, etc.). These features allow an agency to define an unlimited number of roles to ensure that users can access data appropriate to their line of business and job function. *WellSky Incident Management's* role-based security ensures that identifying information for the subject of the critical incident can be edited by users in the appropriate role.
- Workflow Automation:** *WellSky Incident Management* includes ad hoc query and data retrieval processes through business rules defined in workflow wizards, the My Work dashboard, advanced search capabilities, and ad hoc reporting available to designated users. *WellSky Incident Management* facilitates workflow using Workflow Wizards and/or Ticklers to prompt users to do specific tasks. When a user clicks on a task (Tickler) in the workflow wizard window, the page where the next action needs to be taken is rendered in the workflow wizard window. The user would select a trigger event, like the incident type of "death," that would start the workflow process, along with the tasks, or "ticklers," within the death report type workflow that need to be completed. During implementation, Workflow Wizards and Ticklers will be established by WellSky, as per BMS-defined business rules, using the Workflow Wizard Setup utility. After go-live, BMS can adjust, add, and remove workflow wizards and/or ticklers as business needs evolve without any assistance from WellSky.
- Self-service Administration / Configuration Tools:** *WellSky Incident Management* allows system administrators to configure the look and feel of each page to best suit the needs of each user type. For example, system administrators can determine which data fields are visible, the order in which they appear, the label on each field, and whether the field is required or optional. Required fields must be populated before workers can save the record and move forward in the workflow. The use of dynamic



field logic will allow the system administrator to configure specific data elements to be visible, required, or both based on how a response is populated in another field on the page. The incident record includes generic fields that can be configured to meet a data collection need not satisfied by an existing WellSky field.

Using built-in configuration utilities, authorized users can make real-time changes to the system, as needed. For example, if BMS wanted to begin tracking a new incident category (e.g., positive COVID-19 test) without assistance from WellSky, BMS system administrators could easily alter drop-down lists for specific fields to reflect the addition of a new incident type and subtype and execute that change to take effect immediately.

In addition to native fields on the Incident record, WellSky's Screen Design utility allows system administrators to alter or create new assessments or forms for data entry with dozens of different field types (e.g., lookup, text, date, checkbox, etc.) through configuration rather than through custom development by WellSky. The forms can be deployed to the documentation subpage of an incident record. An unlimited number of forms and data elements can be added, modified, or deleted by an BMS system administrator with the appropriate role permissions.

As stated, WellSky uses highly configurable role-based security to control the data to which each user has access. The security model allows system administrators to create groups that define the chapters, pages, and fields that will be available to users in a specific division or functional business area (e.g., provider management) and roles that further refine the areas of the application available to users with specific job functions and their edit privileges (e.g., read only, add, edit, delete, etc.). These features allow an agency to define an unlimited number of roles to ensure that users can access data appropriate to their line of business and job function. During implementation, the WellSky team will work with the BMS team to determine the correct access level to grant BMS's users (e.g., operating agency and/or provider staff) to ensure these users have access to their clients for incident reporting purposes, but also have access to program level data related to their program area.

The WellSky implementation team will do the initial configuration of the groups and roles in the BMS solution, but trained BMS system administrators will have the ability to make changes after go-live, with no intervention by WellSky.

- **Audit Log:** WellSky provides application audit logs for each end-user's access or modification of transactional data. The audit record identifies the user by unique system identifier, time and date of action, and the transactional data values before and after changes. This audit information is readily available for reporting by authorized

users and provides the necessary forensics to review user compliance with policies governing timeframes for data entry of critical incident data. In addition, tickler completion date and disposition or status dates are frequently used in reports to track updates to the system and measure data entry timeliness.

In addition to audit log tracking, *WellSky Incident Management* offers reminders to staff when tasks governed by mandated timeframes are due. Using workflow wizards, state mandated time frames can be applied, automatically calculating the number of days before a task is due, how many days before the due date the alert should be sent, and date calculation using business days or calendar days. Each reminder can be configured to be automatically sent to the appropriate recipient with the appropriate due date already calculated.

- **Accessibility:** *WellSky Incident Management* complies with State and federal accessibility standards, guidelines, policy, and procedures relating to electronic information resources, including Section 508 of the Rehabilitation Act of 1973. WellSky's accessibility approach includes development and quality assurance testing using browser extensions, such as WAVE; use of accessibility tools such as JAWS, ZoomText, Dragon Naturally Speaking; and review with solution analysts and technical writers. WellSky has also conducted coordinated reviews with accessibility trainers and compliance officers in the human services industry. WellSky acknowledges that the road to accessibility compliance never ends. All quarterly releases of *WellSky Incident Management* undergo through accessibility testing to ensure continued compliance.
- **Continual Enhancements:** Yet another strategic advantage of *WellSky Incident Management* is that it is continually enhanced (quarterly) with new features and relevant functionality (specific to incident management and HCBS) at no added cost based on the feedback and requests of both BMS and WellSky's other state partners that also use *WellSky Incident Management*. WellSky will work collaboratively with BMS as part of the post-implementation continuous quality improvement and optimization stage regarding how new features / enhancements align with BMS's goals and approach to optimally deploy them.

## Reporting Capabilities

Experience has shown that every client has unique reporting needs specific to their programs, regulatory/legislative requirements, and/or business processes and that no single approach will fill all needs. Tactical and “day to day” reports need to present actionable data that augments the daily work of specific end users. Higher level operational and program level reports need to provide managers and supervisors with quick visibility to the overall health and status of programs. Data needs to be available for business analysts to look for trends, respond to legislative and regulatory requests, audits, and other ad hoc requests. Executive level reports are needed for funding requests, boards of directors, and an aggregated view of the BMS ecosystem. The format of reports also varies based on need; depending on the data and the intended audience, the most appropriate format may be a spreadsheet, a table, or a graph or chart.

WellSky proposes a suite of reporting options that combine to ensure that these diverse needs can be met, that data can be presented as fully aggregated, partially aggregated, or as granularly as a single individual, and that BMS and can view and create reports to meet state and agency needs, respectively:

- *WellSky Incident Management* standard reports
- *WellSky Advanced Reporting*
- *WellSky Managed Reporting Services*

### Standard Reports

*WellSky Incident Management* includes multiple standard operational reports to support core business processes. Standard reports can be published in “packets” available only to users with the appropriate role-based privileges. The standard reports cover all data areas, providing detailed reports at the client level and aggregate reports with filtering and grouping available as applicable, for example, by case manager, provider, program, or statewide. Standard reports include a “face sheet” report for the individual record, including demographics and emergency data, and case management notes. WellSky provides a library of report files and the stored procedures that populate the standard reports to serve as templates for the creation of similar reports using *WellSky Advanced Reporting*. WellSky continues to expand the number of standard reports for *WellSky Incident Management* based on the feedback from and collaboration with WellSky’s state clients.

## Sample Standard Report: Incidents by Provider and Report Type



### Incidents by Provider and Report Type

From: 01/01/2018		Region: (All)		Generated By: Lisa Daniel on 4/14/2021 12:01:28 PM	
To: 04/14/2021					
Provider	Report Type	Count of Incidents			
ARC of Adams County	Criminal Activity/Legal Involvement	1			
	Medical Intervention for Fall	1			
	Medical Intervention for Fall, Injury or No Visible Signs of Injury/Injury of Unknown Origin	1			
	Total Incidents	3			
Maplewood Supported Living	Elopement (24 Hour Facility)	1			
	Total Incidents	1			
Senior Meals	Medical Intervention for Fall, Injury or No Visible Signs of Injury/Injury of Unknown Origin	1			
	Total Incidents	1			
South Lake Services	Recipient Death	1			
	Total Incidents	1			
		Total Incidents	6		

### WellSky Advanced Reporting Module

The WellSky Advanced Reporting Module is a fully integrated platform for self-service report creation that pairs a copy of the transactional database, refreshed nightly, with easy-to-use reporting tools to allow BMS report developers to:

- Dynamically query and extract data without assistance from WellSky
- Create, publish, schedule, and distribute ad hoc and custom reports for unprecedented access to data
- **Reports created in *WellSky Advanced Reporting* can be made available to run within *WellSky Human Services***
- Meet unique agency data requirements
- Respond to "last minute" stakeholder requests for data such as from the Legislature or Governor's Office

Powered by industry-standard applications, including Microsoft SQL Server and Microsoft SQL Report Builder, *WellSky Advanced Reporting*:

- Features a user-friendly, Microsoft Office-style interface for "drag & drop" report development
- Includes "wizards" to guide novice report writers while allowing experts to work unimpeded
- Allows for consolidated State-level view of data, as well as agency-specific views of data

WellSky is confident these reporting and data access capabilities will meet BMS' needs for critical operational reporting and data sharing with other state partners. WellSky's implementation includes making *WellSky Advanced Reporting* available to BMS and BoSS if needed. WellSky's implementation includes comprehensive training to use this tool for BMS and BoSS report writers.

#### WellSky Managed Reporting Services

**WellSky's implementation will include up to 500 hours of WellSky Managed Reporting Services in Year 1 to develop custom reports at BMS' direction. These hours are intended for WellSky to produce those reports designated by BMS as high priority/required upon or shortly after Go-Live of each project phase. BMS report writers will receive comprehensive training on the *WellSky Advanced Reporting* module and will be able to supplement and augment *WellSky Managed Reporting Services* in the creation of desired custom reports. Following Go-Live, WellSky will provide up to 500 hours annually for each contract option year executed of Managed Support Services, which BMS can elect to use to have WellSky develop additional custom reports.**

#### Extensibility

As stated, WellSky Incident Management is a fully integrated module within the *WellSky Human Services* software. A strategic advantage of *WellSky Human Services* to BMS is that BMS can expand its use of the software from only incident management to comprehensive HCBS client case and financial management. This would provide in the future, a single solution for HCBS waiver and incident management. **With WellSky, BMS maximizes taxpayer dollars by investing in a solution that not only meets the current need for a modernized Incident Management solution but can meet future needs such as comprehensive HCBS program client case and financial/fiscal processes a single solution.**

#### Solution Overview Conclusion

The *WellSky Human Services* suite of solutions as described above will be uniquely configured to help BMS achieve the desired functionality, business outcomes, and capabilities as described in this Statement of Work. The resulting solution will help significantly improve BMS' oversight of critical incidents. Upon Go-Live of the fully implemented solution, WellSky's Professional Services team will then begin its "Managed Support Services" to help BMS with critical support and continuous quality improvement/optimization of the WellSky solution as described in the following section.

## WellSky Managed Support Services Overview

WellSky's Professional Services team will work with BMS' team for continual optimization efforts of *WellSky Human Services* post-Go-Live. Services such as updates to configuration, assistance with custom report development, ongoing training and/or consultation as needed for *WellSky Human Services* are provided under the WellSky Managed Support Services portion of this contract.

Managed Support Services allows BMS flexibility to use budgeted hours in a manner most beneficial to them post initial implementation. It allows these hours to be planned for in advance and budgeted on a yearly basis.

- **Managed Consulting Services (MCS):** WellSky can update existing content and make configuration updates as requested by BMS.
- **Application Management Services:** WellSky can assist BMS with application administration activities such as user clean-up / provisioning, system administration, custom specific tasks (interface modifications, etc.).
- **Optimization & Readiness Services:** WellSky can perform Operational Assessments to assess current BMS business processes to identify opportunities for solution improvements and business process efficiencies.
- **Learning Services:** WellSky can provide Learning Services to assist BMS with resource onboarding efforts and/or continual learning.

### Managed Consulting Services

Configuration within *WellSky Human Services* can be updated as BMS' business needs change. While it is critical for clients to diligently maintain and update their content, they may require additional resources or expertise to perform the required activities. WellSky can provide the following services to assist with maintaining their content:

- Regulatory update configuration
- Content configurations and/or modifications (e.g., new templates, programs, etc.)
- Application configuration and/or modifications (e.g., roles, data maintenance, dictionaries, etc.)
- Newly released features requiring configuration

### Application Management Services

Configuration within *WellSky Human Services* may need periodic updates based on changes in the client requirements. BMS can use the assistance of WellSky to make updates, including the following:

- General Application Administration updates based on BMS requests
- Creation of Users



- Update User Permissions
- System Administrator and End User assistance as requested by BMS

#### Optimization & Readiness Services

WellSky can perform Operational Assessments of the solutions in order to identify opportunities for solution improvements and business process efficiencies as part of these services. The WellSky assessment may include the following:

- Conduct application and workflow reviews
- Review workflow and recommend new features
- Review workflow and recommend content changes
- Review content releases and recommend changes
- Consult on data and reporting needs
- Lead formal change control board meetings

#### Learning Services

WellSky can provide BMS with Learning Services to assist with resource onboarding or continual learning efforts. The Learning Services may include the following:

- Refresher training
- Advanced user training
- Workflow training
- Super-user refresher training

WellSky Professional Services will assign a specific point of contact to the account to coordinate these activities.

## Implementation Overview

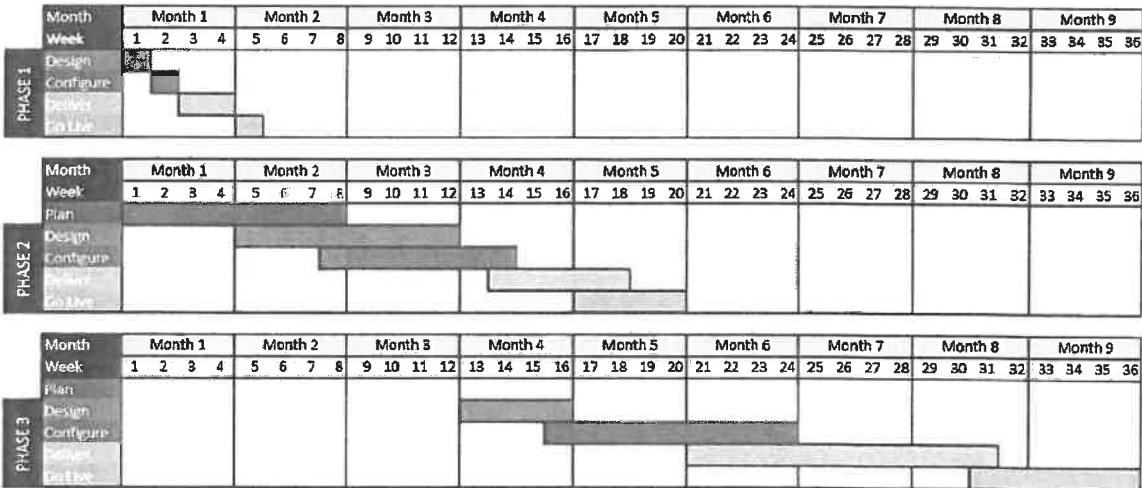
### Project Timeline

The WellSky implementation approach has resulted in successful implementations with dozens of state-level aging and disabilities services agencies. WellSky is confident in its proposed timeline, phases, stages, associated solution deliverables, and approach as described below. It is anticipated that BMS will leverage a custom configuration of existing, standard *WellSky Human Services* functionality to perform incident management business processes.

- **Phase 1 of the project is estimated to be thirty (30) business days from contract execution and feature a “go-live” of online submission of critical incidents for a subset of providers within the Aged and Disabled Waiver (ADW) program that participated in the WellSky online case management pilot and will include these deliverables:**
  - **Deployment of the WellSky Web Incident Form (online incident reporting form) which mirrors the online incident report used today by BMS.**
  - **Deployment of a standard incident review workflow within the WellSky Human Services software for BMS and/or ADW operating agency staff.**
- **Phase 2 of the project is estimated to be approximately five (5) months featuring a “go-live” of incident reporting and management processes at Month 5. Phase 2 will also include data migration services.**
- **Phase 3 of the project is anticipated to be approximately six (6) months and will occur simultaneous to Phase 2. Phase 3 will focus on establishing the needed systems integrations and custom report development.**

The high-level timeline below is intended to depict the general order of events that will ensue upon contract execution. A detailed project plan with specific dates will be collaboratively developed by BMS and WellSky during the plan phase of the project so that all key activities fit within this high-level timeline.

Critical Incident Management



Product Enhancements

It is anticipated that WellSky's implementation for BMS will go-live with existing functionality of the COTS *WellSky Human Services* solution, custom configured using system tools available to both WellSky and BMS System Administrators. No product enhancements are in scope for the proposed project. Should additional requirements requiring enhancements to the core WellSky Human Services application emerge during the implementation process (or post-go-live), WellSky will determine the feasibility of the enhancement, and the timeline for deployment of the enhancement. If WellSky determines that it will add the enhancements to its WellSky Human Services product roadmap, BMS will receive those enhancements at no additional cost as part of the annual SaaS subscription. If BMS requests to accelerate the development of enhancements, WellSky and BMS can decide to proceed with a change order for additional fees (in accordance with WellSky's hourly rate set forth in Attachment 1).

System Integrations

WellSky and BMS will be implementing a standardized incident management (IMS) workflow. WellSky has included time allocations in this SOW for BMS management and Subject Matter Experts ("SMEs") to work directly with the WellSky Solution Architecture team to define the major workflow and integration strategies for the IMS prior to beginning active implementation. This will set the template against which the core BMS and WellSky project teams implement.

## **Systems Integrations Approach**

*WellSky Human Services* can send and receive data using different standards and provides rich interface capabilities that can support a broad range of system integration options for both large batch data exchanges and small, lightweight transactional data exchanges. Typically, WellSky utilizes Secure FTP (batch file transfer), FTPS (batch file transfer) or HTTPS (web services) options for data transport, and HIPAA-compliant EDI X12, XML, JSON, HL7, or character delimited (e.g., .CSV) data formats. *WellSky Human Services* can support real-time web service transactions using both the REST and SOAP protocols. If other transfer mechanisms or data formats are required, WellSky has the capability to support them. WellSky works with its clients and other necessary partners to determine the appropriate method to exchange data.

The following system integrations will be included in the implementation. While the interfaces can be used by all waivers/programs, BMS, during implementation, may decide that a given waiver or program (e.g., ADW) may not need or use all of the interfaces listed and/or may defer activating a given interface for a waiver or program to a later date based on workflow and/or the ability of third-party systems to support the integration.

Please note that some interfaces assume exchanging data with KEPRO. However, BMS, in conjunction with the WellSky Solution Architect and WellSky Implementation Services team may determine that either or both of those interfaces should interact with a different WV system (e.g., WV MMIS). Such a change can be done without a change to any contract associated with this SOW if the change does not materially affect the scope or content of the interface.

### **Provider Interface**

- **Purpose:**
  - Allow the MMIS to send provider demographic data to WellSky to reduce the need for manual provider creation or demographic updates.
- **File Type:** Proprietary
- **Direction:** Unidirectional
- **Sending System:** MMIS
- **Receiving System:** WellSky Human Services
- **Content:**
  - Provider Demographics
- **Actions:**
  - Transmit new and updated provider demographic data to WellSky Human Services to keep WellSky Human Services aligned with provider information in the MMIS.

### **Member/Enrollment Interface**

- **Purpose:**
  - In the context of the IMS workflow, the member/enrollment interface will create and/or update a consumer record in WellSky so that if an incident occurs involving a consumer, the incident can be appropriately reported by

the case management agency or service provider agency and linked to the consumer.

- File Type: Proprietary
- Direction: Unidirectional
- Sending System: KEPRO
- Receiving System: WellSky Human Services
- Content:
  - Consumer data
  - Enrollment program/waiver
  - Enrollment status
- Actions:
  - Create a consumer record
  - Add an enrollment and status (including consumers on wait list)
  - Update enrollment and status

#### Case Manager/Caseload Interface

- Purpose:
  - When a case management provider agency assigns (or updates a case manager to a consumer, the case manager/caseload interface will send the name of the assigned case manager to KEPRO.
- File Type: Proprietary
- Direction: Unidirectional
- Sending System: WellSky Human Services
- Receiving System: KEPRO
- Content:
  - Case Manager
- Actions:
  - Transmit new and updated case manager/caseload assignments to KEPRO

### **Systems Integrations Assumptions**

For this Statement of Work and Implementation the following systems integrations assumptions are made:

#### Provider Data

- A system integration with Gainwell to facilitate the ongoing importation of provider data into the WellSky solution
  - A single provider interface will be leveraged for all phases. Additional providers will be sent through this interface as implementation moves through the phases in scope.
  - Provider data sent to WellSky will be restricted to new providers and providers whose data has changed in the source system.

- WellSky will provide a basic response indicating success and failure of the provider dataset.
- Assessments will not be created or updated by the interface.

#### Consumer Data

- A system integration(s) with source databases (e.g., for ADW, IDWW, and Personal Care), to import waiver Participants in accordance with the description earlier in this section into *WellSky Human Services*.
  - No more than six source databases are in scope.
  - Each source database will provide its own file of program clients to be imported or updated in WellSky.
  - Each source database will provide the same file format (ex. CSV, XML).
  - Each source database will provide source data in a single field layout format.
  - Program client files sent to WellSky must contain only new clients or clients whose demographic data has changed in the source system.
  - WellSky will provide a basic response indicating success and failure of the program client dataset.

WellSky envisions that it will perform additional discovery during the implementation with BMS to fully document all required use cases for the system integrations with the KEPRO software. WellSky's initial vision for the integrations assume:

- The ongoing importation of clients from the KEPRO systems.

#### Data Migration/Conversion

WellSky performs data migration/conversion in almost every system implementation and has experience in hundreds of successful data migration efforts. WellSky's implementation will include data migration services.

The following will apply to data migration activities in all phases of the implementation.

- WellSky will create a data migration workbook outlining the fields to be migrated within each phase.
- WellSky will generate a data migration schema to match the workbook.
- Client will extract legacy data and provide to WellSky in the data migration schema format as follows:
  - Combine multiple sources of data where necessary into the single data migration schema.
  - Apply any client-specific retention policies to exclude data where data does not need to be migrated to the new system.
  - Adhere to the field requirements defined in the data migration schema
- WellSky will import the client's data into a data conversion test environment for



client validation.

- WellSky will provide up to four test import iterations within each phase.
- WellSky will import data into production at go-live of each phase.

#### Setup/General

- Places data (state, region, county, city, zip code)
- ICD-10 CM Diagnosis Codes
- Service Codes
- Users
- Roles

#### Waiver Participants

- Consumer Data:
  - Consumer Demographics
    - Name
    - Address(es)
    - Phone Number(s) / Email Address(es)
    - IDs (e.g., SSN, Medicaid #, legacy system ID)
    - Misc (e.g., race, ethnicity, gender, DOB)
    - Diagnoses
    - Program/Provider Enrollments
    - Notes (free text - no attachments)

#### Providers

- Data migration of active providers associated with the above-referenced programs
- Provider Data:
  - Name
  - Address(es)
  - Phone Number(s) / Email Address(es)
  - IDs (e.g., EIN, Medicaid #s, NPI, legacy system ID)
  - Service Codes
  - Core Worker Demographics
    - Name
    - Address
    - Phone Number/Email Address
    - Misc (e.g., SSN, race, ethnicity, gender)
    - Supervisor
  - Excludes Assessments

#### Incident Management Data Migration

- Data migration of incident data from BMS' current IMS

- Includes the same Setup/General, Consumer and Provider field options noted above plus the migration of Intakes, which WellSky defines as Incident Reports.

#### Custom Reports

The proposed implementation does not include any specific custom reports but does include 500 hours of Managed Reporting Services in Contract Year 1. These hours can be used to develop custom reports for BMS, or to assist BMS Report Writers in the creation of custom reports.

## WellSky Implementation Methodology

The WellSky Professional Services team delivers a combination of product expertise and best practices to provide industry-specific solutions to maximize business value. WellSky's flexible delivery is focused on fulfilling each client's needs and achieving a high level of client satisfaction, accommodating basic to complex implementations. The foundation of WellSky's services is an implementation methodology that has been developed, fine-tuned, and proven through years of experience and successful projects.

While the specific goals, tasks, and deadlines around each customer's implementation are unique, the structure of WellSky's methodology aligns expectations and helps drive solutions through a series of five phases developed to ensure high quality and predictable delivery. Through all the phases, WellSky's goal is to educate and empower clients, producing greater independence and positioning the client for ongoing success. WellSky envisions utilizing the tried and tested methodology detailed below during both phases of the project.

An overview of the WellSky Implementation follows, and a full description is provided in [Attachment 4: WellSky Implementation Services Detailed Overview](#).



### Plan Phase

During the Plan phase, WellSky's Professional Services team will work with BMS to confirm project scope, define the project schedule, and identify project resources. This phase requires Project Management, Information Technology, and Business Owner resources. BMS approval of the project scope and schedule is critical in this phase and is required to move to the Design phase to ensure all parties agree on the path forward.

Tasks	Deliverables
<input type="checkbox"/> Verify project scope and goals <input type="checkbox"/> Identify and assign project resources <input type="checkbox"/> Approve project charter and schedule <input type="checkbox"/> Perform technical review <input type="checkbox"/> Conduct project kick-off <input type="checkbox"/> Environment set-up <input type="checkbox"/> Attend training (if applicable)	<input type="checkbox"/> Project charter <input type="checkbox"/> Project schedule <input type="checkbox"/> Status reports and project status meetings <input type="checkbox"/> Technical documentation

**Design Phase**

During the Design phase, WellSky implementation consultants coordinate, and lead design discussions based on best practices, while maintaining awareness of project scope. All solution requirements are documented through an iterative design and configuration process. If applicable, BMS resources will be actively engaged in design discussions, screen mockup reviews, and the generation of requested deliverables prior to final design requirements approval. Design approval allows the project team to predict and create validation artifacts, as well as give key stakeholders a vision of the to-be solution.

Tasks	Deliverables
<ul style="list-style-type: none"><li>□ Define and document business and technical requirements</li><li>□ Design and review solution components</li><li>□ Approve solution design</li></ul>	<ul style="list-style-type: none"><li>□ Client-provided artifacts</li><li>□ Design documents</li><li>□ Status reports and project status meetings</li></ul>

**Configure Phase**

During the Configure phase, the solution components are built and tested based on the design document details. The process may repeat during this phase as the initial configuration is finalized. During the configuration process, WellSky performs system testing activities on the configured solution to help ensure each setting functions as defined according to what is in the design documents. WellSky will perform a final round of system testing on the final configured solution to help ensure all design components are addressed and functioning as defined prior to exiting the Configure phase. BMS will assign a System Administrator prior to the start of the Configure phase to allow for knowledge transfer on the solution.

Tasks	Deliverables
<ul style="list-style-type: none"><li>□ Review Design</li><li>□ Configure solution components</li><li>□ System testing</li></ul>	<ul style="list-style-type: none"><li>□ Status reports and project status meetings</li><li>□ Configured solution ready for validation</li></ul>

**Deliver Phase**

During the Deliver phase, system validation and training is completed. The team validates the solution and provides approval for training. During this phase, WellSky shall provide System Administration Training to a small group of end-users designated as system administrators, but otherwise training will be delivered according to a train-the-trainer model, with BMS training resources delivering most end-user training.

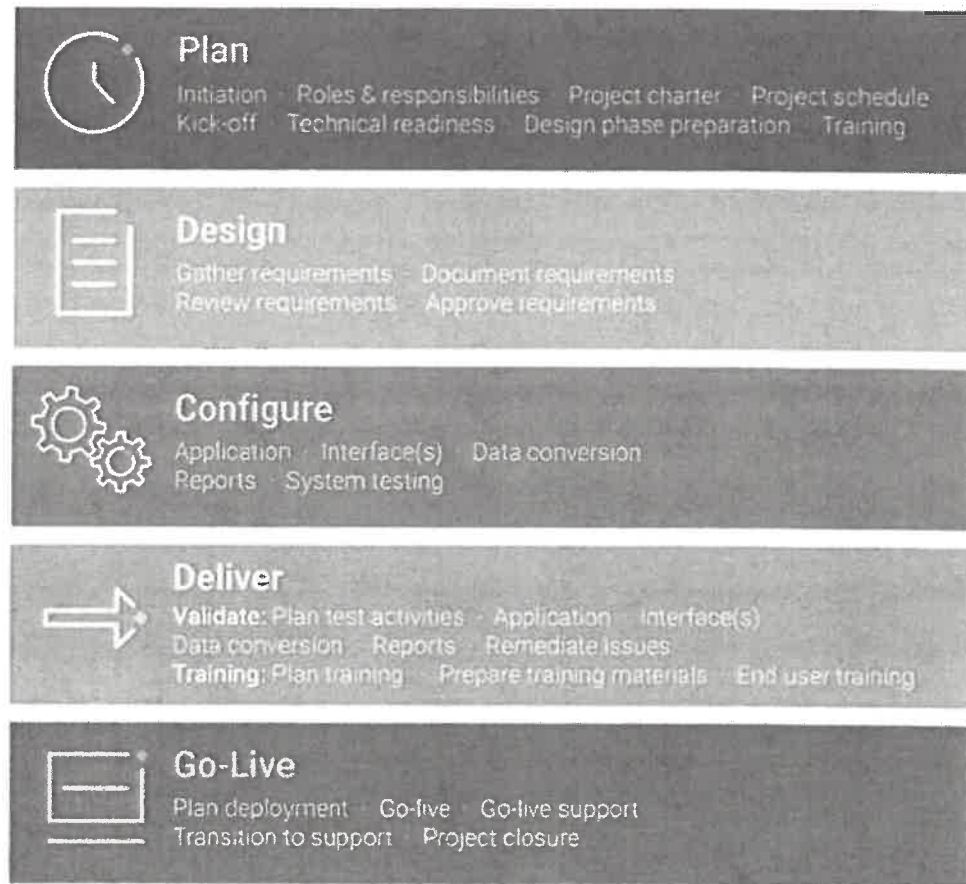
Tasks	Deliverables
<input type="checkbox"/> Complete validation testing <input type="checkbox"/> Conduct training <input type="checkbox"/> Finalize go-live plans <input type="checkbox"/> Approval	<input type="checkbox"/> Go-Live Schedule <input type="checkbox"/> Status reports and project status meetings

### Go-Live Phase

The Go-Live phase follows delivery of the finalized solution to production. The BMS System Administrator plays a key role in initial support with WellSky resources providing the support and tools to allow for successful ongoing support of the solution. WellSky's clients are encouraged to designate their system administrator as the first line of support during this phase, but Professional Services remains available as needed. Once all go-live tasks are completed, a formal transition to WellSky Client Support occurs. A hand-off call introduces the WellSky Support team to the BMS Project Team and establishes processes for contacting, managing, and tracking any ongoing support items.

Tasks	Deliverables
<input type="checkbox"/> Support go-live <input type="checkbox"/> Transition to WellSky Client Support <input type="checkbox"/> Complete client project survey <input type="checkbox"/> Project closure	<input type="checkbox"/> Live solution <input type="checkbox"/> WellSky Client Support Guide <input type="checkbox"/> Client project survey

## Tasks by Phase





## Training Services Overview

WellSky project methodology reinforces user independence for testing, training, and support of implemented solutions. The WellSky Professional Services team will conduct training during the delivery of the project. WellSky will employ a training approach for BMS that includes:

1. Specific trainings for System Administrators
2. A train-the-trainer approach that focuses on "Super Users" that will be responsible for user acceptance testing phases and end-user training
3. Webinars for all CMAs and DSPs (2 identical webinars for each program in scope) to socialize the trainees to the application and workflow and offer opportunities to ask questions. This will occur prior to the deployment of the LMS (#4 below)
4. WellSky Learning Center, a Learning Management System (LMS) approach to direct end-user training

This approach enables WellSky resources to provide detailed training and empowers BMS to learn and support the WellSky solutions themselves.

### System Administration Training

WellSky's standard implementation approach includes the concept of real-time knowledge transfer throughout the project. WellSky recommends that BMS identify and have in place System Administrators prior to the start of the Design Phase of the project. By doing so, the BMS System Administrators can take part in these activities and start to learn the system functionality and capability. WellSky also recommends that BMS System Administrators be heavily involved in all testing and pre-go live events. It is WellSky's best practice that by leveraging a model that heavily involves BMS System Administration staff, these individuals will gain an awareness and knowledge capability that will allow them to successfully own and manage the system post go live. WellSky also will accompany this hands-on learning and ongoing knowledge transfer with prepared, structured, Super User training documentation and sessions during testing and training events to ensure a thorough knowledge transfer has occurred. Further knowledge transfer and or training can be provided as needed based on feedback between BMS and WellSky as needed during the project. WellSky's goal is to fully enable BMS to own and manage *WellSky Human Services* upon go-live.

WellSky's solution mapping approach is interactive and requires BMS participation. This provides an opportunity for BMS to observe and participate in the solution mapping analysis to understand how the WellSky solution functionality and workflows align to BMS's overall business needs.

WellSky's standard implementation approach allows for processes and work to be completed within manageable timelines. This proven implementation approach is comprised of 5 stages. Each stage will be organized by Client business needs and priority and focus on a set of specific workflow processes. As part of each stage, the WellSky project team will provide knowledge sharing with the BMS team and designated Subject Matter Experts on a weekly basis.

Prior to go-live and during the Deliver Phase, WellSky will conduct a System Administrator Training that will focus on the Utilities within the solution. The System Administrator Training will contain curriculum that includes best practice recommendations and practice exercises. WellSky follows Train-the-Trainer methodology, which allows for BMS System Administrators to be trained prior to End User Training. BMS System Administrators would then take an active role in completing End User Training with WellSky providing support to ensure that BMS System Administrators and BMS Trainers are trained and ready to lead a successful End User Training.

WellSky's post-implementation support involves a gradual transition for BMS. During post- implementation support, the WellSky team will help facilitate the transition between go-live and handoff to operations support. WellSky's goal is to have BMS's System Administration team ready to fully support *WellSky Human Services* prior to go live. It is anticipated that during this post- implementation window, WellSky will serve as a backstop to any unplanned issues, help overcome any identified training gaps, and help to ensure further knowledge transfer to the BMS team. The number one goal of the post-implementation support window is ensuring transition to production happens successfully with minimal issues and no major issues. The WellSky experience has been that this additional support often is the difference between a successful roll out and one littered with challenges.

## End User Training

Effective end-user training is a key success factor for user adoption, complete and accurate data entry early in the business transition, and overall project success for new system implementation projects. WellSky will provide a comprehensive training program for end users, built upon validated solution workflows and functionality, which will utilize a Learning Management System (LMS).

The WellSky Learning Services team will develop a learning program that is an optimal end-user training experience for the *WellSky Human Services* solution deployed by the WellSky Professional Services team. The learning program will consist of courses designed to divide the solution concepts into efficiently consumable lessons, which consist of videos, documents, exercises, and assessments. Learning Management

System (LMS) reporting will provide Client leadership with course completion and assessment information in order to track team progress.

- Phase 2 LMS content will focus on Critical Incident Management

## Training Planning

WellSky will work with BMS to conduct a Training Needs Assessment. The Training Needs Assessment will identify user roles, define key training needs by role, estimate volume of users to be trained by role and agency, gauge the user community's computer literacy and proficiency with web-based applications, and consider anticipated business transition learning objectives, challenges, and risks. The Training Needs Assessment will inform WellSky's Training Strategy.

In the Training Strategy, WellSky will propose a specific approach to training delivery that addresses the identified needs and uses a variety of training delivery methods, such as classroom, live webinar, and on-demand access to training videos, webinar recordings, and a practice application environment.

WellSky's Project Manager will prepare a detailed Training Plan that elaborates on the accepted Training Strategy and addresses:

- **Schedule**
  - An end-user training schedule of facilitated Learning Management Solution (LMS) training sessions across deployment waves
  - A train-the-trainer approach and schedule that prepares BMS and partner trainers
- **Curriculum**
  - A proposed course catalog of training topics and sessions
  - An approach for training beyond go-live for new user onboarding, refresher training, and training for existing users on system changes and additions
  - An approach to distributing training materials and updating training materials over time
  - Approach for a centralized repository of online training content, such as a learning management system such as Blackboard or Moodle
- **Logistics**
  - A delineation of roles and responsibilities for executing the Training Plan
  - An approach to training facility and travel logistics
  - Recommendations for tracking user registration, attendance, participation, and feedback
- **Evaluation**
  - Training success criteria
  - An approach for collecting evaluation data

- An approach to analyzing evaluation data to measure training quality and effectiveness and identify opportunities for improvement

WellSky recommends that the BMS training team include both professional trainers as well as subject matter experts (SMEs) from business and the project team who have participated in Solution Mapping. SME knowledge of BMS business processes and workflows provides insight into the user perspective, and their awareness of, and familiarity with, *WellSky Human Services* configuration and functionality for the to-be workflows. SME participation in end-user training planning, training material design and review, and training delivery will enhance the training program's effectiveness in addressing user needs and concerns.

### Training Curriculum

WellSky's user-centered approach to training curriculum and training material development is based on deep experience in successfully transitioning users to *WellSky Human Services*. Training content must be relevant to the user's job responsibilities, accessible, and easy-to-understand. In the development and delivery of training curriculum, WellSky seeks to answer the key questions users bring to new system training, including:

- What is required: What is the simplest path to getting my work done?
- What has changed: How does the new system and workflow compare to what I've been doing before?
- What is new: What will I need to start doing what I haven't been doing before?
- What is better: How will the new system benefit me, my organization, and my clients?

WellSky will deliver training course agendas, training guides, and quick reference training materials. WellSky's introductory training guide will cover system login access, layout, navigation, and standard functionality specific to *WellSky Human Services* configuration but generic across user roles. Beyond the introductory content, WellSky's training guides will be built around the body of business process workflows produced through Solution Mapping and validated through User Acceptance Testing. Training guides will be tailored to specific user role audiences, focused on priority workflows and day-to-day user tasks, and augmented with content on alternate workflows and exception scenarios. Interactive workflows between different user roles will be distilled into role-specific content. Training guides will employ plain language and provide definitions for any jargon or special terms.

WellSky will design and deliver training materials that include:

- Business process background for context
- Targeted learning objectives

- Step-by-step user workflows
- Instructions at the level of pages, fields, and clicks
- Application screenshots
- Visual diagrams
- Callouts for key points and tips
- Practice exercises
- Self-directed quizzes

BMS will be responsible for providing any relevant additional training material content to address topics including policies and procedures, processes outside *WellSky Human Services*, and messaging to promote user adoption and champion the system transition. WellSky and BMS will collaborate to create any online videos and content included in the Training Plan.

### Training Delivery

WellSky will provide a 'train-the-trainer' approach to training BMS' project SMEs and "Super Users" that will be responsible for user acceptance testing phases and end-user training planning. Train-the-trainer curriculum will include content on the *WellSky Human Services* and BMS-specific workflows as well as general training, skill-building content: best-practice strategies for working with adult learners, tips on facilitating webinar training, and practice facilitation activities.

WellSky will co-facilitate the scheduling of the LMS-based end-user training with BMS Trainers. WellSky will take the lead in the first wave as BMS's Trainers surmount the learning curve, gradually transferring ownership of this responsibility to BMS Trainers.

Users will need access to a workstation that meets the hardware, software, and configuration requirements for the *WellSky Human Services* and a high-speed internet connection. During the pandemic, WellSky has conducted numerous virtual trainings via Zoom, allowing users to participate in training from remote workstations, eliminating the need for a physical training facility. This has proven to be an effective and successful way to conduct trainings for users dispersed across large geographical areas. Users will be logged into a training environment seeded with representative test data allowing them to run through a scenario at the initiation point of the workflow for that training. Users can then carry their test case data through the remainder of the workflow process segments in that training course. Users will be trained to access context-specific online help content customized to BMS configuration and aligned with training materials. In the training classroom setting, the co-facilitators provide individualized support as needed to keep the class moving and on-schedule.



## WellSky Learning Services

- WellSky Learning Services, the Professional Services team of training experts, will create and maintain a learning program for training BMS users to operate the deployed WellSky solution.
  - Learning Program will include course material for Phases 1 and 2 if applicable.
- The Learning Services team will host the training course(s) in a Learning Management System (LMS).
  - BMS enrollment for users is managed by Learning Services via standard request process.
  - Learning Services LMS is accessible to BMS via internet connection.
  - Learning Services LMS access is managed on an annual renewal basis.
  - BMS course material is reviewed and revised one time annually by the Learning Services team so that the end user training is up to date.
- WellSky will provide access to the WellSky Client Portal, which provides a wide range of services and information including an online knowledgebase, product news, discussion groups, downloads, and product documentation such as system and server administration guides.
- WellSky will provide solution training documentation in the form of quick start guides, or training manuals that cover high-level end user roles and responsibilities as part of the overall solutions identified above.
- All training documentation will be provided to BMS in a modifiable format.
- Following the conclusion of application testing and delivery of training documentation, WellSky will not be responsible for any additional updates or modifications to training documentation.
- Custom documentation, such as end-user training documentation, implies additional Professional Services and is not included within the scope of this solution. Additional services for custom documentation may be quoted per solutions during the project and will be presented to BMS in the form of a scope change.
- BMS will possess the final version of the Requirements Document to provide documentation of the implemented solution(s) with explanations of workflow, configuration settings and business processes.



## Implementing During COVID-19

Because WellSky's implementation leverages a purpose-built COTS solution and a proven methodology to deploy the solution, WellSky can shift all project activities that normally would occur onsite at BMS to occur remotely (e.g., using online meetings, working sessions, etc.). Therefore, for WellSky, the COVID-19 situation will not impact WellSky's proposed implementation timeline, and WellSky does not need to adjust the project timeline.

This shift from onsite to remote project work will not impact the amount of time required for BMS project staff to dedicate to the project beyond what is in this Statement of Work. It can present a risk to the project timeline if BMS staff become unable to participate or dedicate the required time needed to complete their assigned tasks.

## Travel Considerations

WellSky's fixed fee implementation includes potential travel activities listed in the table below. WellSky will work collaboratively with BMS in accordance with the West Virginia Department of Health and the Federal Centers for Disease Control guidance.

<b>Project Phase</b>	<b>Key Activities</b>	<b>Anticipated Trips to BMS<sup>1</sup></b>	<b>WellSky Staff Per Trip</b>
Plan	Project Kickoff	1	4
Design	Solution Mapping Sessions	1	4
Configure	User Acceptance Testing	1	4
Deliver	Training	1	4

<sup>1</sup> WellSky assumes that COVID-19 travel restrictions will ease during the course of the implementation and has included 6 trips to BMS per phase. BMS, in collaboration with the WellSky project team, can reallocate the trips as needed or desired as travel restrictions ease.

## Attachment 1: Cost Proposal and Budget Narrative

WellSky's Budget Narrative describes WellSky's justification and evidence of need for all fees listed. WellSky has made every effort to contain costs for BMS while maintaining leading edge and high-quality software and services to provide best value. WellSky will provide the services described in accordance with the Statement of Work, for the fees described within WellSky's cost proposal. WellSky's proposed fees are comprised of five primary required fee categories. The following describes each category and the reason each category is required:

1. **One-time Implementation Fees:** Includes all fees associated with implementing and deploying the *WellSky Human Services* software suite. Key deliverables include requirements gathering/business analysis, solution mapping, configuration services, user acceptance testing, training services, go-live support, and technical services such as data migration, systems integrations, and custom report development.
2. **Annual Maintenance and Operations ("M&O") Recurring Fees:** Includes:
  - a) **Annual Cloud Services Fees:** Includes the annual subscription fee subscription fee for the Initial Term and any Renewal Terms for all end users to the WellSky software suite. Cloud Services also include WellSky hosting services, disaster recovery, client support, and ongoing software enhancements. Cloud Services include one production environment and one non-production (e.g., "sandbox") environment which will be refreshed monthly to mirror the production environment. **Cloud services includes access to the *WellSky Human Services* software for 2,000 users.**
  - b) **Annual Managed Services Fees:** Managed Services will provide BMS with a fixed amount of WellSky Professional Services annually (post-go-live) to use to address requests for WellSky assistance. Tasks can include custom report development, system administration, system configuration/ongoing optimization, consultation, periodic "refresher" training, assistance deploying new software versions, and other tasks as requested by BMS. Enhancements to the core software product are not in scope for Managed Services.
  - c) **Annual Interface Maintenance Fees:** Interface Maintenance activities include maintaining the ongoing capabilities and performance of the anticipated interfaces with KEPRO (e.g., Care Connection) and Gainwell Technologies (e.g., the state MMIS) and the *WellSky Human Services* software.

- d) **Annual Learning Center Services Fees:** WellSky Learning Services team will develop an online learning program that is an optimal end user training experience for the *WellSky Human Services* solution deployed by the WellSky Professional Services team. The learning program will consist of courses designed to divide the solution concepts into efficiently consumable lessons, which consist of videos, documents, exercises and assessments. Learning Management System (LMS) reporting will provide BMS management with course completion and assessment information in order to track team progress. As part of the annual fee for maintaining this service, WellSky will update the content as needed.

## Annual Fees

Table 1: Initial One-Year Term Total Fees

WellSky's total fees for the initial one (1)-year term are \$2,446,219.00. This excludes any additional Services requested by BMS and associated fees as described in the table below.

Item Description	Dates of Service	Fixed Fee or Per Unit Cost	QTY	Total Fee
<b>Cloud Services Fees</b> *Cloud Services Fees include access to the WellSky Human Services software for up to 2,000 users.	6/15/2022-6/14/2023	Fixed Fee	1	\$1,314,000.00
<b>Per Table 5: Additional state-level user licenses can be purchased for \$900.00 per user</b>	6/15/2022-6/14/2023	Fixed Fee	1	\$900.00
<b>Per Table 5: Additional provider-level user licenses can be purchased for \$600.00 per user</b>	6/15/2022-6/14/2023	Fixed Fee	1	\$600.00
<b>One-time Implementation Fees</b> *See Table 3 (milestone-based payments)	6/15/2022-6/14/2023	Fixed Fee	1	\$ 1,084,250.00
<b>Maintenance and Operations: Managed Services</b>	6/15/2022-6/14/2023	Fixed Fee	1	\$23,438.0000
<b>Maintenance and Operations: Interface Maintenance Services</b>	6/15/2022-6/14/2023	Fixed Fee	1	\$5,781.00
<b>Maintenance and Operations: Learning Center Services</b>	6/15/2022-6/14/2023	Fixed Fee	1	\$18,750.00
<b>Additional Professional Services hours can be purchased at a flat rate of \$187.50 per hour.</b>	6/15/2022-6/14/2023	Unit Cost \$187.50 hourly rate	1	\$187.50
<b>Initial 1-Year Term Total Fixed Fees</b>				<b>\$2,446,219.00</b>

**Table 2: Optional One (1) Year Cloud Services and Maintenance and Operations Fees**

<b>Item Description</b>	<b>Dates of Service</b>	<b>Fixed Fee or Per Unit Cost</b>	<b>QTY</b>	<b>Total Fee</b>
<b>Cloud Services Fees</b> *Cloud Services Fees include access to the WellSky Human Services software for up to 2,000 users.	6/15/2023 – 6/14/2024	Fixed Fee	1	\$1,314,000.00
<b>Per Table 5: Additional state-level user licenses can be purchased for \$900.00 per user</b>	6/15/2023 – 6/14/2024	Fixed Fee	1	\$900.00
<b>Per Table 5: Additional provider-level user licenses can be purchased for \$600.00 per user</b>	6/15/2023 – 6/14/2024	Fixed Fee	1	\$600.00
<b>Maintenance and Operations: Managed Services</b>	6/15/2023 – 6/14/2024	Fixed Fee	1	\$93,750.00
<b>Maintenance and Operations: Interface Maintenance Services</b>	6/15/2023 – 6/14/2024	Fixed Fee	1	\$23,125.00
<b>Maintenance and Operations: Learning Center Services</b>	6/15/2023 – 6/14/2024	Fixed Fee	1	\$18,750.00
<b>Additional Professional Services</b> hours can be purchased at a flat rate of \$187.50 per hour.	6/15/2023 – 6/14/2024	Unit Cost \$187.50 hourly rate	1	\$187.50
<b>Option Year Total Fixed Fees</b>				<b>\$1,449,625.00</b>

## Term

**Recurring Maintenance and Operations Services (Cloud Services, Managed Support Services, and Learning Center Services) Term:** The recurring services are provided for an initial one-year term, beginning on June 15, 2022 ("Effective Date of this Statement of Work (the "Initial Term)"). Recurring services automatically renew for one successive one-year term (a "renewal term" and collectively with the initial term the "term"), unless terminated by either party upon written notice to the other 90 days prior to the end of the then current term.

## Payment Terms

**Recurring Maintenance and Operations Fees Payment Terms (Cloud Services, Annual Managed Services, Annual Interface Assurance Services, Annual Learning Center Services)**

- 100% of the Cloud Services for Initial Term due upon contract Effective Date
- 100% of the Annual Recurring Maintenance and Operations Fees due contract Effective Date and shall co-terminate with the Initial Term.
  - Cloud Services Fees and Annual Recurring Maintenance and Operations Fees are non-refundable except to the extent that WellSky is in breach of the Contract, as set forth in the Section 8 of the WellSky Master License and Services Agreement, or in the case of non-appropriation.

## One-Time Implementation Fees Payment Terms

**Table 3: One-Time Implementation Fees Payment Terms**

<b>Milestone #</b>	<b>Milestone Name</b>	<b>Percentage</b>	<b>Amount</b>
1	Project Kick-Off Complete	20%	\$216,850
2	Plan Phase Complete	30%	\$325,275
3	Design/ Configure Phase Complete	20%	\$216,850
4	Deliver Complete	20%	\$216,850
5	Project Closure	10%	\$108,425
<b>Total</b>		<b>100%</b>	<b>\$1,084,250.00</b>



## Description of Proposed Software Products

**Table 4: Proposed Software Products**

<b>Product Name</b>	<b>Description</b>
<i>WellSky Human Services Case Management Module</i>	The <i>WellSky Human Services</i> client case management and service delivery module which is a prerequisite foundational module. For the avoidance of doubt, no configuration for client case management outside the scope of critical incident management will be in scope for the project.
<i>WellSky Incident Management Module</i>	A fully integrated module within the <i>WellSky Human Services</i> software. The WellSky Incident Management Module enables the efficient and standardized receiving, reviewing, investigating and supervisory review of critical incidents.
WellSky Web Incident Reporting Form	An online data entry screen which is customizable to reflect the data elements BMS requires to be submitted within a report of a critical incident.
<i>WellSky Advanced Reporting module</i>	Fully integrated ad-hoc/custom report development tool. This tool enables the reporting of any and all data collected in the <i>WellSky Human Services</i> solution.
<i>WellSky Advanced Reporting "Report Writer" access</i>	Report Writers have access to the full report writing capabilities of the tool to create custom, ad hoc reports.
<i>WellSky Advanced Reporting "Report Runner" access</i>	Report Runners are able to access developed reports to modify filters (like date ranges) and run the reports and distribute them to appropriate users of the report.
These solutions, collectively, are specifically configured for statewide client and incident information management intended for state use with specific characteristics unique to the West Virginia Bureau of Medical Services and its user base.	

**Table 5: Itemized Software Product Pricing**

<b>Item Description</b>	<b>Per Unit Price</b>	<b>Quantity</b>	<b>Total Fee</b>
<i>WellSky Human Services Case Management Base Annual Fee</i>	\$120,000.00	0	\$0.00
<i>WellSky Incident Management Module Base Annual Fee</i>	\$75,000.00	1	\$75,000.00
<i>WellSky Human Services Named User License – State</i>	\$900.00	50	\$45,000.00
<i>WellSky Human Services Named User License – Provider</i>	\$600.00	1,950	\$1,170,000.00
<i>WellSky Online/Web Incident Reporting Form</i>	\$5,000.00	1	\$5,000.00
<i>WellSky Advanced Reporting - Base Annual Fee – State</i>	\$15,000.00	1	\$15,000.00
<i>WellSky Advanced Reporting Report Writer License</i>	\$250.00	10	\$2,500.00
<i>WellSky Advanced Reporting Report Runner License</i>	\$150.00	10	\$1,500.00
<b>Total Annual Cloud Services Fees</b>			<b>\$1,314,000.00</b>

## Attachment 2: Implementation Assumptions

### Solution Assumptions

These assumptions are specific to this solution and engagement and express WellSky's understanding of the scope of work to be performed.

- Solution will be deployed at a single geographical location as defined by the Client. Deployment of WellSky resources at additional locations is not included in scope. WellSky may provide an estimate for additional services, or the Client may implement the solution independently.
- All onsite activities must be scheduled a minimum of two weeks in advance. Any Client initiated travel cancellation requests two weeks prior to the engagement will be honored by WellSky without any charges or fees. Any travel cancellation request initiated by the Client within two weeks of the engagement may incur charges or fees that are the responsibility of the Client.
- In case of integration with other applications, WellSky assumes the Client's applications with which the solution is integrating are in production and not in a state of flux (e.g., application upgrades, system migrations, etc.). If KEPRO consolidates business processes into one of the existing platforms (e.g., Atrezzo) that is integrated with WellSky then Client will send and receive new data through the same established processes and formats used by the existing integration for that platform.
- Any solution and Services not outlined above which are necessary to satisfy business requirements not yet discovered or outside the functionality or capabilities of the currently installed software are excluded from scope. Any services not explicitly identified in this SOW as Services in scope will be considered out of scope. Additional Services may be represented in the form of a Change Request.
- Services and Support within the scope of this document are to be performed Monday through Friday during standard business hours unless otherwise stated in this SOW. Standard business hours are defined as 8:00am – 5:00pm local time excluding weekends and observed National Holidays.
- The Services provided under this SOW are independent to the software support and maintenance services ordered by Client which are provided by the WellSky Support Services Team.
- WellSky assumes this SOW covers the efforts required through delivery of the solution. Once the solution has been delivered and live in a production environment, assuming no critical defects are open, the Services provided under this SOW shall end no more than five (5) weeks after go live. Once BMS has approved go live of the delivered solution, WellSky will transition BMS from the Implementation phase to the standard WellSky Client Support phase, unless there are critical defects identified as stated. Another important element to note is that once BMS has been transitioned to WellSky Client Support, the WellSky Professional Services team will still be engaged via Managed Services as described in this SOW.
- The following programs and associated functionality in *WellSky Human Services* are considered out of scope:
  - Older Americans Act and related features (e.g., Area Planning)

- Intake/I&R functionality chapter (client workflow begins at point of either applicant eligibility or waiver enrollment depending on the program)
- Self-assessment web form (not needed as KEPRO manages all program application processes)
- Provider application (not needed as this is a function of the Gainwell MMIS)
- Claims submission- (not needed as claims are submitted using BMS EVV vendor or are manually entered into the Gainwell MMIS)
- The Substance Use Disorder (SUD) Waiver which is not under the purview of the BMS Office of HCBS

## Engagement Responsibilities

### WellSky Responsibilities

WellSky Professional Services will be responsible for the following:

- Managing the project's scope, schedule, and budget while providing regular updates to Client stakeholders as agreed to during the plan phase of the project.
- Providing best practice solution recommendations.
- Working with Client to configure the WellSky solution.
- Training Client to enable system administration and use of the system.
- Notifying Client of any unforeseen project delays or changes to the project schedule as soon as reasonably possible.

### Client Responsibilities

This section details the Client's responsibilities regarding the execution of the project.

- Client is responsible for confirming the SOW meets project expectations.
- Client is responsible for communicating all timeline restrictions, deadlines, resource constraints and other requirements to the project schedule.
- Client will assign a project manager to coordinate implementation and related activities (including across sites) and to act as a central point of contact with WellSky.
- Client shall certify the requirements document meets the business requirements expressed by business process owners.
- Client is responsible for providing applicable resources to complete tasks assigned.

Client is responsible for completing and submitting a comprehensive testing plan to support system integration and user acceptance testing.

### BMS-specific Assumptions

- **There will be a single, standardized incident reporting workflow and management process implemented.**

- **The Role of KEPRO in the Configuration of *WellSky Human Services*:** As the Administrative Services Organization (ASO), KEPRO assists the West Virginia DHHR in its development and management of a high quality, accountable, public-sector system for an array of programs that include behavioral health, medical, socially necessary, nursing facility, long term care, Aged & Disabled Waiver, Intellectual/Developmental Disability (I/DD) Waiver, and Traumatic Brain Injury Waiver. As stakeholders in BMS' HCBS waivers business processes it is assumed that KEPROs interaction with and use of *WellSky Human Services* will include:
  - WellSky will deploy integrations with source databases (e.g., for ADW, IDDDW, and Personal Care). Data migration from no more than six source databases is in scope. The purpose of the integrations is described in the Technical Services overview section of this SOW.
  - All incident management documentation that today is performed by BMS, BoSS, CMAs, and DSPs will exclusively be entered directly into the WellSky Human Services solution (and not into any of KEPROs proprietary software products). This is consistent with BMS' current IMS workflow today. It is assumed that KEPRO will be given appropriate access to WellSky Human Services for the purpose of accessing/viewing/reviewing incident information unless in accordance with the integration approach described in the Systems Integrations section of this SOW.

## Attachment 3: WellSky Standard Client Support Overview

### Introduction

WellSky's recommendation for solution support for users can be met through the Client-Side Support approach. Rather than providing direct, end user support, WellSky will use the Client-Side Support Model. Utilizing the *Client-Side Support Model (CSSM)* described below, WellSky will provide Tier 2 support. Client Organizations will provide

level 1 support to end users support through, its power users, system administrators and IT Help Desk,. All support tickets submitted to WellSky, will be submitted by the organizations identified system administrators.

Through extensive experience in implementation of enterprise software solutions, WellSky has gained insight into best practices for support models that provide efficient and effective support. The CSSM is critical for enterprise solutions for the following reasons:

- **Visibility:** The CSSM gives administrators and key stakeholders at the enterprise level much-needed visibility into what is happening with system and reported cases. The model allows users at the state level to become more familiar with how the software and the user community are performing.
- **Subject Matter Expertise:** The CSSM promotes effectiveness by developing subject matter experts (SMEs) and power users at various levels of the support matrix.
- **Leveraging existing and natural relationships:** There is already a living and breathing culture within an organization and user base. Within that culture, working relationships have formed. The CSSM draws upon and reinforces those working relationships.
- **Reinforcing data confidentiality:** In an era where information and data security is paramount, the CSSM works under HIPAA compliance best practices. Sharing information about an individual consumer is done within the scope of who needs to know and is authorized to know. While Business Associates Agreements are in place with WellSky as the vendor, the use of the CSSM is an added layer for ensuring best practices for data privacy and security.
- **Scalability:** The CSSM provides a support structure that enables easy scalability and prevents the need for added administration/overhead. Because the expertise is cultivated within the user network, the need to have more representation/assistance in the state office is reduced.

## Client-side support model purpose

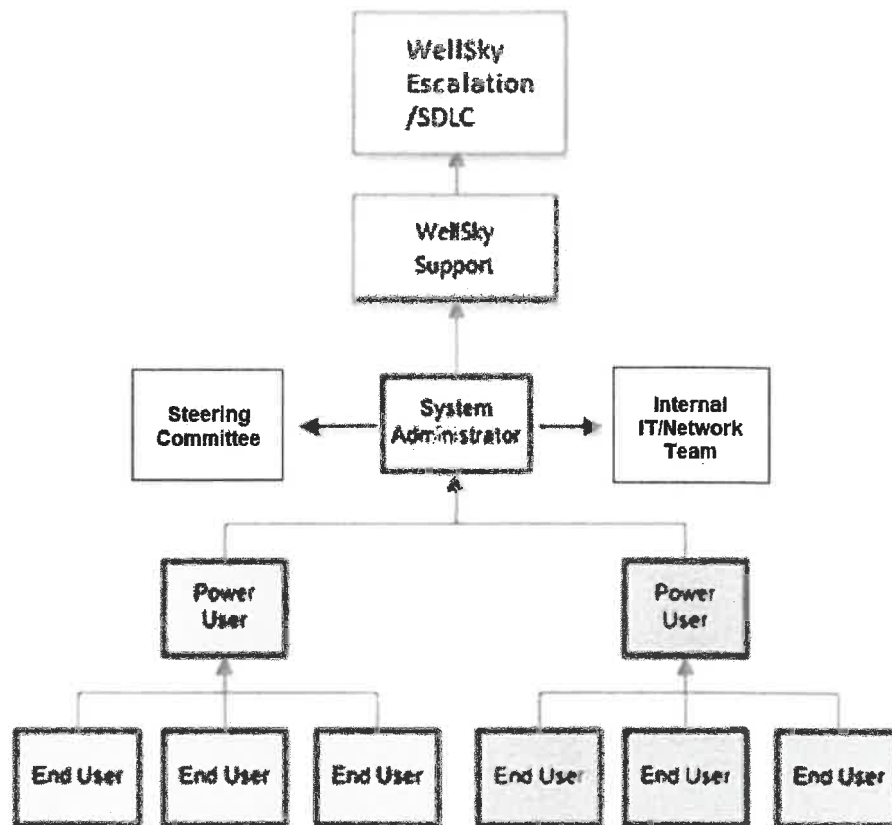
The purpose of the CSSM is to ensure that each end user of the WellSky application receives the highest quality of support possible. The methodology of the CSSM helps provide this high standard of support in two ways.

First, the CSSM is designed to protect sensitive client data. WellSky authorizes a team of primary points of contact (POCs) with each client. These POCs, (system administrators and power users) are responsible for communications with the WellSky Client Support department. This allows WellSky's support representatives—who are



themselves bound by and trained on HIPAA policies—to discuss HIPAA-related information, license and maintenance agreement details, and software-related information with a smaller number of knowledgeable representatives of each client organization, rather than individual end users. This helps reduce barriers to support and ensure best practices for data privacy and security. This also helps ensure both the system administrators and the support representatives are aware and able to enforce unique business processes.

The second benefit of the CSSM is to ensure that each organizational unit within the user base can provide tiered support to their end users. This support should be provided by system administrators and business unit power users. This helps system administrators and power user to be aware of issues that impact their users so that training material and/or educational services can be developed. The tiered support model, and assistance of system administrators and power users, allows WellSky's Client Support department to effectively triage problems quickly and efficiently. The network of support within the customer's organization combines software solution knowledge and business practices knowledge, which helps speed the triage process and problem resolution, and communications with end users.



## Client-Side Support Model

WellSky's clients contribute greatly to the system requirements, setup, testing, and training over the course of the implementation project. The customer, in the capacity of system administration and user guidance, has a stewardship responsibility to manage and promote the health and quality of the solution. This is done through data entry quality initiatives, user provisioning/security management practices, and ongoing user training and support.

The CSSM uses a layered structure of support within the organization to maximize the efficiency and effectiveness of the support provided to system administrators, power users, and end users. The CSSM relies upon a supporting network of users providing initial triage and resolution on training and user issues before escalation to System Administrators or WellSky Client Support.

## Tiered support model

The first level of support should be provided by power users, who are designated personnel within various offices or remote offices that can provide immediate assistance to end users. This type of support should focus on how to-type questions and initial triage of reported issues to ensure they are not training-related, or easily resolved by a subject matter expert.

The second level of support should be provided by system administrators, who are designated personnel responsible for providing support to end users and power users alike. This type of support should focus on application maintenance information sharing, acceptance testing of system changes, and detailed evaluation of reported issues. Additional responsibilities of system administrators include creating support cases with WellSky Client Support, application configuration, and maintaining regular communications with WellSky.

## Client responsibilities

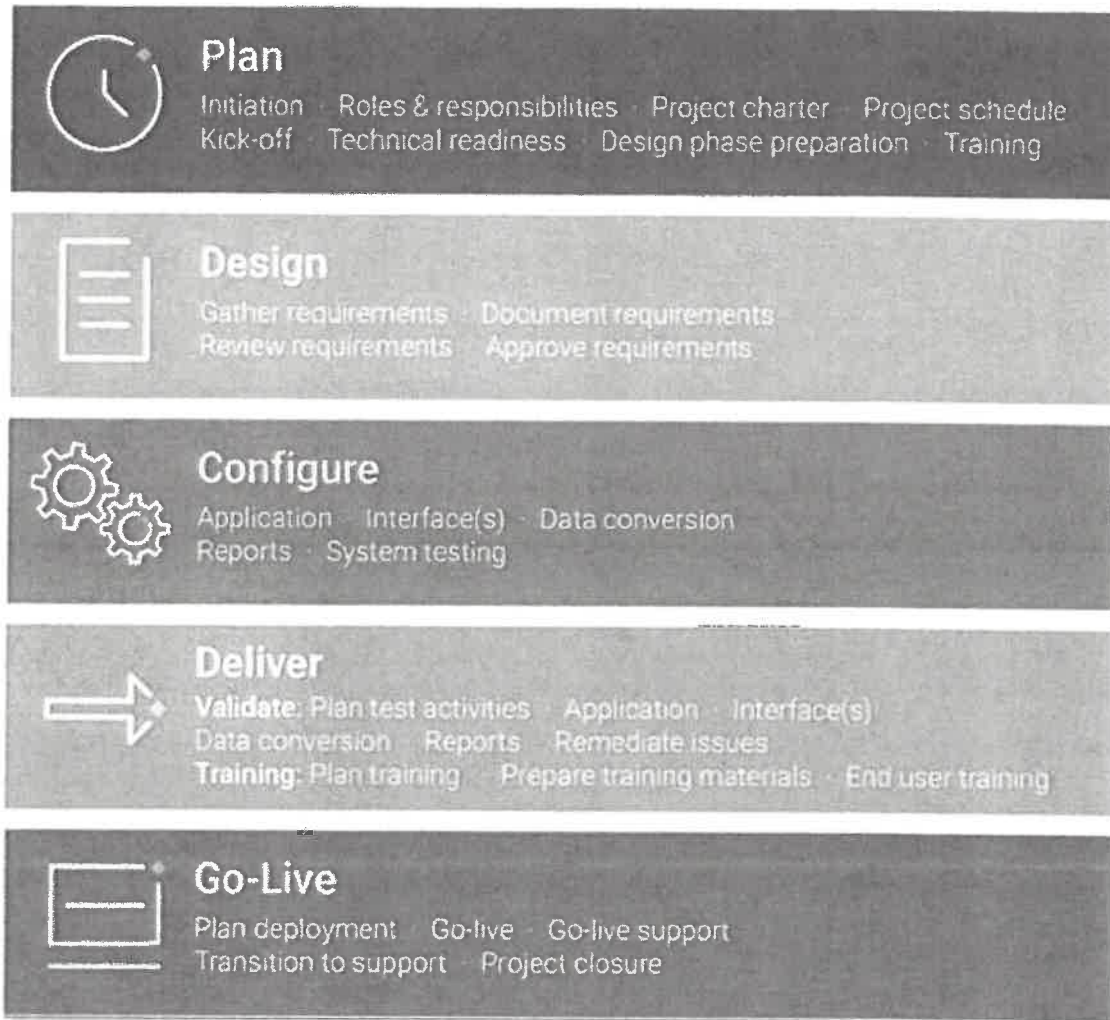
Under the CSSM, the client is responsible for providing program and business knowledge support to their end users. Issues that can occur with end users' machines and/or network connectivity are more appropriately handled by the client. Additional support provided on this level should be focused on day-to-day WellSky application support.

The client is responsible for creating and maintaining a tiered support model charged with identifying and escalating issues to the WellSky Client Support team. This model scales easily based on the size and unique needs of the user base.

The system administrators should implement a method to track the issues that are reported internally by power and end users. This enables a simple and proven method to ensure all issues are afforded proper attention and can be tracked for various key performance indicators.

## Attachment 4: Implementation Services – Detailed Overview

### WellSky's Implementation Approach



WellSky offers mature solutions that are continually improved and enhanced by Product Management and Engineering teams using standard Software Development Life Cycle and Agile processes to ensure solutions keep pace with changing industry needs and standards. This includes dedicated teams working on system design, development, testing, and versioning. As such, WellSky's implementation process is not focused on software development, but is focused on configuring the solution and managing the project to ensure that Client is successful in achieving project objectives and realizing expected benefits from the solution. WellSky's implementation approach includes the following:

- Comprehensive, deliverable-oriented project management
- Requirements gathering, documentation, and validation
- System setup and configuration
- Data Conversion, as necessary, to import operational data from external systems
- Comprehensive change management and communications strategy
- Stakeholder understanding and commitment
- Execution of approved strategy
- Comprehensive training, including train-the-trainer and on-demand training components, as well as assistance with development of training resources
- Current and complete operations, technical, and user documentation
- Readiness review, planning, and execution
- Post-implementation review and sign-off period
- Ongoing post-implementation support relative to maintenance and enhancement of the system

The proposed solution is centered on the use of the *WellSky Human* solution deployed in a SaaS environment. The solution modules are built within a flexible product that is adapted through configuration, using built-in configuration tools to meet a variety of programs and workflows without the need to write custom code. The *WellSky Human Services* solution has evolved over years of meeting the needs of human services organizations across the country. Modularity within the solution suite allows for extensive variation in solution design to support each organization's unique needs for data integrity, ease of use, and business workflows.

Configurations may be modified by authorized Client users, with or without WellSky's assistance, to address changing requirements and business processes after the initial deployment is complete.

The main advantage of this approach is that as the solution is continually improved based on emerging trends in long-term services and supports and the input of hundreds of client organization, Client will have access to those improvements at no additional cost. Unlike many COTS product implementation models, and in contrast to generic CRM solutions adapted to an individual client's workflow, WellSky's solution deployed for Client will continue to improve by anticipating trends and changes in regulations and funding specific to the Client.

The modules in the solution are versioned as part of their development, but Client's specific implementation is not dependent on version, as configuration is completed through built-in administrative configuration tools – not changes to software code. Any updates to the solution (e.g., new features and/or defect corrections) are coordinated and collaborated through a change control process that WellSky will establish with the team of Client System Administrators that defines how solution upgrades are deployed in the non-production and production environments.

WellSky's approach to configuration requires close collaboration within the combined project team, which includes selected members from WellSky, as well as the Client's team. Experience has proven this approach to be an effective way to minimize project risks and ensure a positive outcome. This approach is also an effective means of knowledge sharing and creating "shoulder-to-shoulder" experiences that enable selected client personnel to develop a deep understanding of the solution's configuration and options. Mapping sessions during the Design phase lead to configuration, which allows Client to become intimately familiar with *WellSky Human Services*. This positions Client System Administrators to remain self-sufficient long after the project has been launched.

Configuration and validation are iterative steps at the heart of WellSky's Agile methodology, allowing the teams to adjust configuration and workflow in manageable pieces. During the Configuration phase, the configuration of the solution is tracked in a Configuration Workbook. These templated documents are used by WellSky in all product implementations, and validation occurs against those project document artifacts. WellSky also conducts the initial data conversion exercise as defined on the Data Conversion Plan. As the project transitions from the Configuration phase to the Validation phase, changes are tracked and approved by the Client Project Team.

While the specific goals, tasks, and deadlines around each client's implementation are unique, the standard structure of the WellSky Implementation Methodology aligns expectations and helps drive solutions through a series of five phases developed to ensure high quality and predictable delivery. Through all phases, WellSky's goal is to educate and empower clients, producing greater independence and positioning the client for ongoing success.

WellSky's collaborative implementation approach involves strong client participation throughout all project phases. Benefits of this approach include

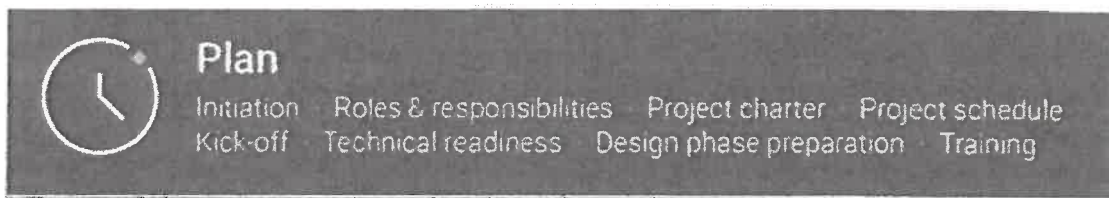
- Developing client project management and training capacity
- Integrating the WellSky solution workflow into the client business process workflow
- Hands-on application of system administration skills through client participation in configuration work
- Building a foundation for client organization post-Go-Live support through hands-on validation and end-user training
- Measuring client satisfaction against project success criteria shaped by client input



As WellSky and Client progress through the project, WellSky will request written acceptance of deliverables and milestones by Client to verify that WellSky's solutions and services meet expectations and satisfy requirements.

WellSky has included a draft project schedule outlining the phases and tasks proposed for this project in this proposal. Upon contract execution, WellSky would anticipate finalizing this schedule with Client in the Plan phase of the project.

#### Plan Phase



#### Project Management Approach

WellSky's implementation approach combines its project management methodology with best practices gained through experience delivering statewide solutions for home-and community-based long-term services and supports. WellSky understands the many responsibilities and stakeholder relationships that state human services departments must balance in meeting the needs of members, managing networks of providers, maintaining compliance with state and federal requirements, managing state and federal funding, and serving the public. WellSky is poised to staff, manage, control, and execute this project to move Client toward its transformation goals with software delivered on time, with quality, and within budget.

WellSky emphasizes the following keys to success:

- **Strategy:** Implementing a comprehensive project management methodology that is tuned to deliver successful large-scale projects
- **Expertise:** Engaging skilled project management professionals, subject matter experts, and implementation specialists
- **Leadership:** Prioritizing efforts and expediting decisions
- **Jobs to be Done:** Insightful analysis of business needs to identify effective solutions
- **Best practice solutions:** Delivering a proven set of methods, tools, and procedures, configured to meet the need of each project
- **Risk mitigation:** Identifying, assessing, and mitigating risks before they can adversely affect projects
- **Partnership:** Establishing shared project success criteria and standing with the client throughout the project

WellSky's project management team is Project Management Professional (PMP) certified and fluent in the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK®) standards and practices. WellSky will prepare a comprehensive project management plan to define plans and approaches to manage all the pertinent project dimensions and disciplines. Operating to this plan and seasoned by experience, WellSky will apply a solution-focused approach to help Client successfully navigate challenges common to these projects, such as scope expansion during requirements analysis, change requests from business stakeholders, resource turnover, policy changes, resistance to organizational change, friction in business transition, and disruption from external factors.

The WellSky project management office promotes the core skills of leadership, communication, and task-oriented planning as the engine that drives effective project management. Regardless of the size or complexity of a project, project progress is dependent on identifying the right tasks, understanding task interdependencies, proposing a feasible schedule, assigning responsible resources, and holding resources accountable through to task completion.

WellSky emphasizes a thorough, accurate, and current work plan as the key tool for forecasting project activity and tracking progress. WellSky's work plan schedule integrates implementation activities in phases with required deliverables, accounting for interdependencies, estimated duration, and resourcing.

WellSky embraces a business partnership approach with its clients. WellSky measures project success in terms of client success and satisfaction. At project initiation, the project team will articulate and affirm a project vision oriented around Client's strategic business goals and objectives, which will guide implementation decisions and drive project evaluation success criteria.

#### Communications Plan

Developed during the planning phase of implementation, the Communications Plan identifies the project stakeholders, communication needs, goals and objectives, communication tools and mechanisms, responsible resources, audiences, and flow of information. The project team and stakeholders are kept up to date on project progress, milestone completion, upcoming tasks, risks, and success criteria through regular project status meetings, project status reports, and project plan reviews. Based on this information, the team is empowered to easily monitor and adapt strategies, as needed, to continue to drive toward successful project completion.

### **Key components of the Communications Plan:**

- **Project Kickoff Meeting**
  - Project launch
  - Introduction of the project team to key stakeholders
  - Enables the project teams to “match faces with names” and learn about the activities that will be accomplished during the project
  - High-level discussion about the project plan and implementation approach
- **Project Status Meetings**
  - Weekly project management team discussion of project status
  - Project managers and participating decision makers review task progress and identify potential variances to scope or schedule
  - If necessary, the project team identifies change request items for escalation to the steering committee and/or executive leadership
  - Project managers address any significant risks, emerging or open issues, and corresponding resolution plans
- **Minutes and Notes**
  - Minutes of all meetings are recorded to document attendance and any discussions or decisions
  - Distribution determined on a case-by-case basis; however, the team will promote openness and transparency to enhance general awareness of the project's progress
- **Steering Committee Meetings**
- **Key component to project governance**
  - Scheduled monthly, attendees, including Project Sponsors, review project progress, and address any key issues that are beyond the scope of the project team, including discussion of program or organizational policy issues that impact the project
  - Led by the WellSky Project Manager, the team presents a summary of the preceding month's activities and future planned activities
- **Collaboration Sites**
  - A dedicated project SharePoint site is used as an electronic document repository for all project deliverables and documentation; includes version control, tracking of action items, and change requests
  - WellSky will also contribute project artifacts and documentation to Client's designated collaboration site
- **Email**
  - Email is the primary channel for communication and scheduling of meetings

### **Risk Management**

**WellSky takes a proactive and open approach to dealing with project risks and issues. The Risk Management Plan will be finalized and submitted to the Client Project Team during the**

planning phase of the implementation. The Risk Management Plan identifies strategies for identifying, monitoring, and responding to potential project issues and opportunities.

The WellSky project manager will create and maintain a Risk Register that documents, gauges, and tracks risks of variance to the project scope, schedule, resources, and budget, as well as the potential impact if those risks are realized. The Risk Register will include the typical range of risks for software system implementation projects based on WellSky's experience along with specific risks unique to the current project.

Typical risk categories:

- **Budget risks:** Tracked for material variances where actual progress is measured against estimates.
- **Work progress risks:** Tracked when work products are delayed, or time expended exceeds estimates for work completion.
- **External risks:** Tracked when the provision of hardware, software, or other technical obstacles provided by 3rd-party vendors hinder project completion. These risks are largely transparent to clients in a hosted solution such as the one planned for Client.
- **Internal risks:** Tracked when factors such as overallocation or loss of key personnel affect the project or the assigned resources.

Identified project risks will be monitored through project meetings and status reports, and the project team will plan and implement responses as appropriate. Response options include:

- **Avoidance:** Eliminate the risk by eliminating the cause
- **Acceptance:** Take no action, allowing any impact to occur
- **Mitigation:** Find a way to reduce the possibility or impact of the risk. Mitigation strategies may include:
  - Identify, quantify, and develop a risk response
  - Develop workarounds
  - Implement contingency plans for risks that were anticipated

#### Issue Management

WellSky's approach to Issue Management is to work collaboratively with the Client project team to identify, communicate, and resolve issues efficiently to minimize impact to the project value dimensions of cost, scope, schedule, quality, and stakeholder satisfaction. Issues that arise vary by type and may be managed differently according to the situation. Whether it is a software, process, resource, change request, or schedule issue, the key stakeholders for both Client and WellSky will address the issue together.

## Issue Identification

The identification of project-related issues is key to preventing an impact to project success. The WellSky project team's experience allows for early issue identification and assessment of issue severity to mitigate issue impact. Issue severity and priority are important aspects of issue identification and management. Issue severity is a measure of the business impact and driver for target resolution timeframe.

The Issue Log will track identified issues and will be maintained by the WellSky Project Manager. The log details the issue, the person reporting the issue, the issue type (e.g., software, process, resource, change request), resolution plan and status, and any related information that supports decision making. The Issue Log will be discussed during weekly project meetings, and the WellSky and Client project managers will be jointly responsible for monitoring and communicating issue status and holding issue owners accountable for progress toward resolution. Progress on issue resolution is tracked, updates communicated to issue reporters, and issue escalation procedures implemented, if warranted.

## Resolution Planning

The project team will assess issue severity and priority and coordinate the resolution plan and timeline. The team will consider possible resolution strategies, which could include change requests to project components such as scope, schedule, resources, software fixes, business process changes, and requirements revisions. Individuals will present ideas within the group for consideration. The team will agree upon a resolution, timeline, and owner. Issue resolution plans will be communicated to appropriate stakeholders.

## Quality Management

Quality management is focused on process outputs and includes oversight of solution content (system and deliverables), development, deployment, environment, technology, and maintainability. The Quality Management Plan will document the approach and plan for quality management practices and activities.

WellSky's Quality Management methodology is comprised of three processes:

- Quality Assurance
- Quality Control
- Continuous Process Improvement

## Quality Assurance

WellSky's quality assurance (QA) processes incorporate standards derived from external industry associations and internal best practices. QA processes include process verification

audits, periodic assessment, performance management using metrics to measure performance, test results, and conformance to requirements.

#### Quality Control

Quality control is rooted in the concept of project deliverables achieving their intended purpose. To make appropriate use of time for reviewers, deliverables adhere to baseline quality standards. This enables the project team to obtain meaningful feedback from draft deliverables that can be more easily finalized and approved. Several levels of review are employed and carried out at key times:

- **Self-Review:** WellSky members review their own work relative to objectives and standards set by their manager.
- **Peer Review:** WellSky team members present their work to other members of their team to receive constructive feedback.
- **Quality Assessment Reviews:** WellSky, and if appropriate, Client, subject matter experts (SMEs) review deliverables/activity milestones for accuracy, consistency, and completeness prior to delivery.
- **Client Review:** Contractual deliverables undergo formal review and approval. Written deliverables are circulated ahead of a scheduled walkthrough at which time stakeholder feedback is gathered, reviewed, and tracked. Software deliverables are demonstrated. Though part of a formal process, this format is designed to be more interactive and iterative to engage stakeholder feedback as early in the review process as possible after initial self-, peer, and QA reviews.

#### Continuous Process Improvement

Continuous process improvement involves continual adjustments to correct defects in deliverables or processes and tuning of process objectives and measures to increase quality and productivity. The Project Manager monitors execution of the project with an eye on quality and makes recommendations for improvements and corrections.

The project team will regularly seek feedback from stakeholders on process improvement suggestions, particularly at the conclusion of an activity in which the stakeholders participated. Suggestions for improvements to efficiency and effectiveness will be reviewed as change requests and implemented as part of the integrated change control process.

Project execution quality issues identified through QA processes will be reviewed by the project team and the steering committee and, where appropriate, handled using risk and issue management processes to ensure that action is taken to revise and improve project processes and standards. Project QA results will be summarized to document lessons learned and to update the Quality Management Plan to ensure continuous improvement in processes.



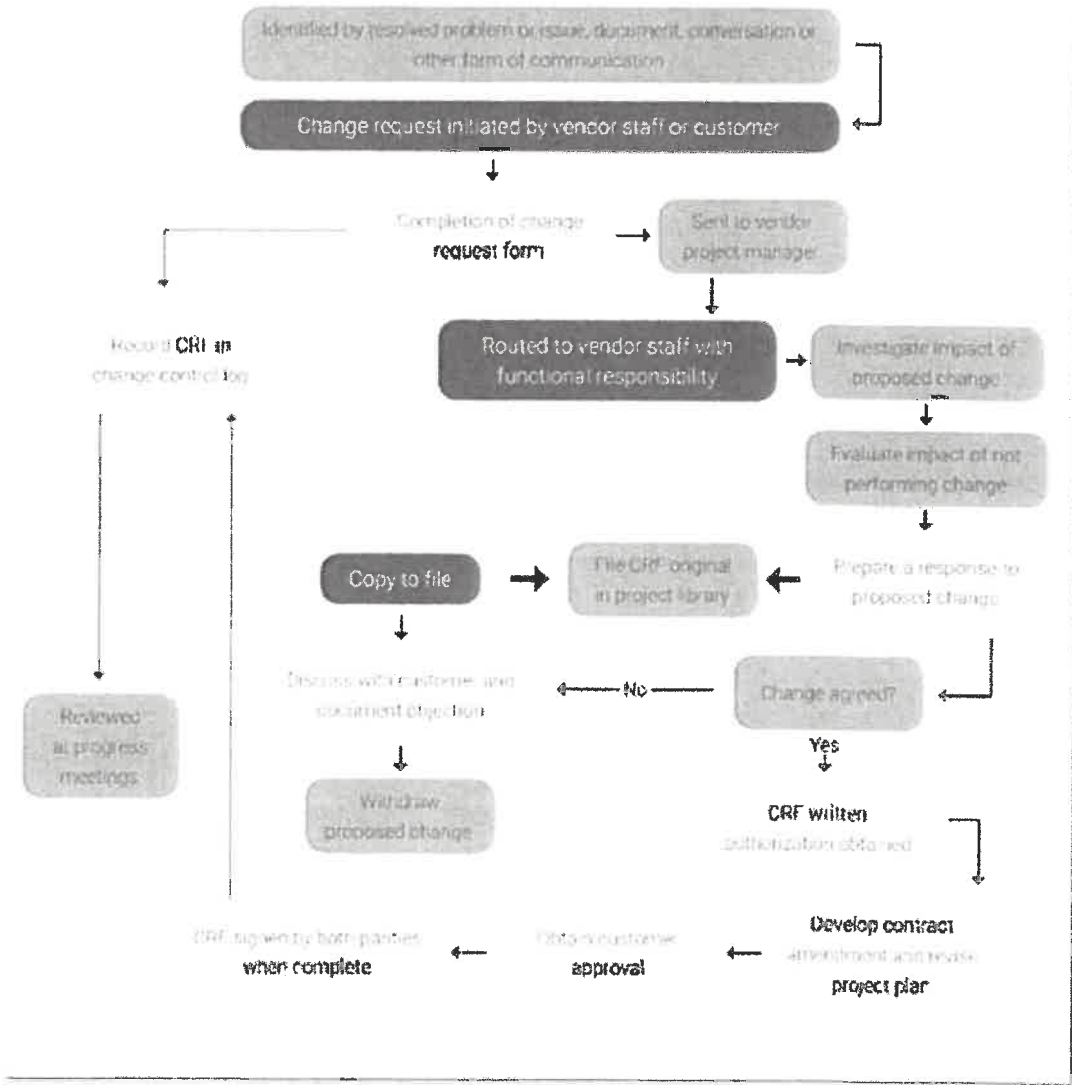
#### Change Management

The Change Management Plan will be delivered at project initiation. Significant changes to project scope, schedule, or costs will be managed through a change control process. Change requests may be initiated by the WellSky team or Client whenever there is a perceived need for a change that will affect the contract of work, such as schedules, functionality, or cost. Change requests will be documented via Change Request Form (CRF) and added to the Change Control Log. Change requests must be approved by the steering committee. Where applicable, changes request that impact contract terms will invoke a contract amendment.

Once the change request has been approved, WellSky and Client will amend the contract, if needed, and revise the project plan to incorporate the agreed-upon changes. Once the contract amendment and revised project plan are approved, WellSky will begin work to implement the changes. Progress on the change request will be reported at progress meetings. Change request completion will be formally documented. The change request log will be reviewed at progress meetings to monitor changes that have not yet been completed.

# WellSky

## Change Control Procedure



## Design Phase



### Solution Analysis and Design Approach

WellSky's solution analysis and design approach involves the following strategies:

- Perform solution analysis and design incrementally by business process scope area
- Leverage the functionality and configurability of the *WellSky Human Services*
- Design *WellSky Human Services* user workflows based on identified use cases
- Conduct map/gap analysis between functional requirements and the *WellSky Human Services* solution in the context of business process workflows and user activities
- Gather requirements for configuration settings that drive solution appearance, functionality, and user role security
- Conduct map/gap analysis on reporting requirements using *WellSky Human Services* standard reports, identifying proposed custom reports to be delivered by WellSky and reports to be created by Client using *WellSky Advanced Reporting*
- Gather requirements for technical solution deliverables for system interfaces, custom reports, and data migration in with the context of workflow and configuration requirements
- Utilize prototypes and mockups
- Document requirements and design specifications incrementally
- Obtain Client approval on requirements and design documentation
- Target prompt deliverable turnaround to minimize the duration from finalizing design to validating deliverables

### Solution Mapping

The WellSky Solution Mapping process encompasses discovery, requirements definition, design, configuration, presentation, and validation in an incremental and agile work process. The WellSky Solution Mapping process involves the following steps:

1. Initial Discovery
2. Requirements Analysis and Documentation
3. Solution Design
4. Design Approval

5. Configuration
6. WellSky Testing
7. Delivery
8. Demonstration
9. Review and Validation
10. Remediation

During project kickoff meetings, the Project Manager and Lead Implementation Consultant will work with the Client team to review the business and system requirements in the initial Requirements Traceability Matrix and the Functional Specification mapping of requirements to solution deliverables. The team will affirm the analysis and design work plan and set the Solution Mapping agenda and schedule.

WellSky and Client will then proceed to Solution Mapping. WellSky's Lead Implementation Consultant and Lead Technical Consultant will lead Solution Mapping.

In Solution Mapping Cycles, WellSky and Client stakeholders will review business requirements and needs for map/gap analysis and solution configuration design. The team will first address to-be business process workflows as use cases, identifying preceding activities/triggering events, business procedures, system tasks, user tasks, responsible actors, process tangents, process outcomes, and transition points. The team will prioritize "happy path" scenarios first, and then identify related exceptions, alternate workflows, and unsuccessful scenarios. As the WellSky team clarifies the business process requirements in dialog with Client stakeholders, WellSky will provide business process reengineering consultation and recommendations toward the objectives of standardizing processes, increasing process efficiency, and aligning workflows with *WellSky Human Services* solution capabilities and best practices. WellSky also will define workflow automation and business rule requirements in the context of business process analysis and design.

WellSky will capture solution configuration requirements. *WellSky Human Services* configuration points include, but are not limited to, system presentation such as page, screen, and field attributes, data sets, user role security profiles, and selection options such as chart of account codes, programs, services, and numerous dropdown lists.

Also, in Solution Mapping, the Lead Technical Consultant will collaborate with the Lead Implementation Consultant to address requirements for system integrations, data conversion, reporting, and business intelligence. Report requirements will include map/gap analyses to *WellSky Human Services* standard reports and design for new custom reports. WellSky will layer technical deliverable requirements and design onto the process and configuration requirements from the first two cycles, defining interface use cases in conjunction with user workflows, analyzing reporting and data output needs in conjunction with data input and

collection requirements, and mapping data for conversion in alignment with the system configuration design.

The Solution Mapping process is a highly collaborative process between WellSky and Client stakeholders. Solution Mapping involves meetings with detailed agendas for requirements review, analysis, design, documentation, and design approval. Stakeholder participation should include subject matter experts on the business process and requirements scope as well as individuals with decision-making authority to address decisions such as recommended revisions to business processes and resolution of conflicts across requirements.

During requirements definition and design, WellSky will educate Client on the *WellSky Human Services* toolset to help Client understand the proposed solution mapping fit to the requirements and contribute to the project knowledge transfer objectives.

As requirements are clarified and configuration and design approaches identified, WellSky will produce requirements and design documentation. Design documentation will include visual diagrams and mockups. WellSky will prepare and demonstrate solution prototypes, as needed. Requirements and design documentation will be stored in the project document repository with versioning for drafts, revisions, and final approvals.

As design specifications are reviewed and approved by Client, WellSky will place these items in the configuration work queue for assignment. Building on the design inputs from requirements discovery, WellSky will configure the non-production site. The WellSky team will actively manage the scope backlog to queue configuration tasks and assign tasks. Implementation Consultants and Technical Consultants will configure system and technical deliverables and perform unit testing in preparation for demonstration to Client and validation by Client in preparation for User Acceptance Testing.

At the end of each cycle, WellSky will demonstrate and hand off configuration deliverables to Client for review and validation based on the requirements and design documentation. When expedient, WellSky will provide detailed instructions for review and validation and will facilitate the review and validation with Client. WellSky's delivery strategy aims to close the loop between finalizing requirements and reviewing and confirming the resulting deliverable as efficiently as possible. The primary objectives are to deliver while requirements are still fresh in stakeholders' minds and to reduce risk of requirements drift.

#### Requirements Management

WellSky will maintain the Requirements Traceability Matrix (RTM) as a master list of functional requirements defined in the contract and specific business requirements gathered during discovery. WellSky will update the RTM to track the solution mapping approach and status

through the design, configuration, and validation stages, as well as any change requests during the implementation cycle. The RTM will be reviewed during Evaluation Checkpoints as an indicator of project progress and health.

The WellSky Team will produce a variety of functional and technical design documentation based on the requirement types. Design documentation will cross-reference requirement IDs from the RTM, where applicable.

Category	Requirements Type	Design Documentation
Functional	User Workflows	Use Cases, Workflow Diagrams
Functional	Data Sets	Configuration Workbooks (e.g., group setup, lookup codes, metadata)
Technical	Business Rules	Business Rules Configuration Workbook
Technical	Custom Reports	Report Specifications
Technical	System Integrations	Use Cases, Specifications
Functional	User Security Profiles	Role Setup Workbook
Technical	Data Conversion	Conversion Schema Workbook
Development	Enhancements	Functional Requirements

#### Workflow Requirements

WellSky will document to-be business process workflows in the form of use cases, user workflows, and workflow diagrams. Use cases and user workflows will serve as the basis for process validation during User Acceptance Testing, as well as training guide content for user training and deployment support.

#### Configuration Requirements

WellSky's Configuration Workbook templates document the standard, default solution configuration settings. The WellSky Team will update the Configuration Workbooks to capture Client's specific configuration requirements and metadata. The Configuration Workbooks include:

- **Groups:** Presentation settings, including chapter, tab, page, and field labels and visibility
- **Roles:** User security permissions and privileges
- **Lookup Codes:** Drop down list selection options
- **Places:** Location data containing valid combinations of city, state, zip code, county, and region to drive dynamic population of address information
- **Users and Workers:** Lists of the first-person system users and third-person worker entities for import
- **Providers:** List of organization entities for import



- **Services:** Lists of system service codes, services offered by providers, and other related information to support service-dependent functionality
- **Workflow Wizards:** Triggers and ticklers for workflow-based prompts and notifications
- Additional system settings

#### Document Repository

WellSky will manage all project documentation, including requirements and design artifacts, in a SharePoint project site provided by WellSky. WellSky will post all formal documentation deliverables to the SharePoint site, including drafts, revisions, and final approval versions.

#### Requirements Approval

During the Solution Mapping process, WellSky will deliver incremental draft requirements and design documentation for Client review and approval prior to configuration. Upon completion of Solution Mapping, WellSky will compile the final requirements and design documentation for formal deliverable review and acceptance prior to User Acceptance Testing.

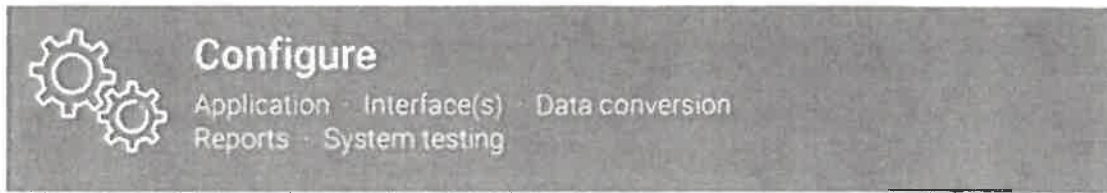
#### Scope Backlog

WellSky will manage a scope backlog tool, tracking tasks and deliverable items. Backlog items will be assigned for configuration and delivery based on several variables: business priority, estimated complexity, dependencies on other scope items, and readiness status in the Solution Mapping workflow. The backlog will be updated on an ongoing basis and reviewed regularly to evaluate progress and adjust priority and assignment as appropriate.

Phase	Step	Status	Description
Design	1	Not Started	Item is in the backlog waiting to be scheduled for requirements definition
	2	Requirements	Requirements definition and design is in progress
	3	Requirements Review	Requirements are defined and design is under client review
	4	Requirements Complete	Requirements are approved and ready for configuration
Configuration	5	Configuration	Configuration is in progress
	6	Configuration Complete	Ready for testing
Validation	7	WellSky Testing	Unit testing is in progress
	8	Testing Complete	Ready for demonstration
	9	Demonstration	Scheduled for demonstration/orientation

	10	Client Validation	Client validation is in progress
	11	Ready for UAT	Item passed client validation

## Configure Phase



### Application Configuration and Development Strategy

WellSky will utilize sound and secure methodologies for configuration and development activities successfully used in multiple state-level implementations including Florida APD and DOEA, Georgia DAS, Oklahoma DHS, Nevada ADSD, and Alabama DSS. WellSky will meet Client requirements through configuration of the *WellSky Human Services* COTS solution, rather than through development of a custom product. *WellSky Human Services'* flexible framework is adapted through configuration to meet a variety of programs and workflows without the need to write custom code. The modularity of the solution suite allows for extensive variation in solution design to support each organization's unique needs for data integrity, ease of use, and business workflows.

Client shall have the ability to modify and augment configuration of *WellSky Human Services* using system utilities after the initial implementation, with or without WellSky assistance. Configuration may be modified by Client to address changing requirements and business processes long after the initial deployment is finished.

Enhancements to the *WellSky Human Services* solution are managed by WellSky Solution Management team. Planned features are scheduled on a product roadmap that documents the sequencing of enhancements and new features. As necessary, WellSky Solution Management will collaborate with Client and other clients via discussion, demonstration, wire-frame prototyping, and formal focus groups to define and document functional requirements, success criteria, and a testing approach before each enhancement enters the development queue.

Development of *WellSky Human Services* solutions follows Agile methodology. Agile development uses small, cross-functional "scrum" teams, which include product management, engineering, and quality assurance staff. Work is broken into short cycles or "sprints". By developing in small, focused bursts, WellSky delivers new features, enhancements, and defect corrections quickly, allowing Client to track progress. Each new item is developed with accompanying automated testing to ensure high quality.

As new functionality is incorporated into releases of the COTS solution, WellSky will coordinate with Client to upgrade their implementation to the current release. New versions of *WellSky Human Services* with continually enhanced functionality will be available to Client at no additional cost as long as Client remains licensed to use the solution – an added benefit of using a COTS solution.

#### Application Documentation

WellSky will provide comprehensive standard application documentation in the form of *WellSky Human Services* User and System Administration Guides and documentation of the data model including a data dictionary and entity relationship diagrams (ERDs).

WellSky also will deliver complete configuration documentation for the Client system, training guides reflecting Client-specific business processes, and specifications for technical services deliverables, including:

- Custom report design specifications
- Web Service Description Language (WSDL) and XML Schema Definition (XSD) for interfaces, including documentation of when/how these processes will run and what will happen in the event of error or aborted process
- Companion guides for standard HIPAA electronic data interchange (EDI)
- Data migration templates with source and destination mapping
- Job aids documenting complex tasks or processes

#### Application Release Support and Maintenance

WellSky's version release program for the WellSky solution provides clients with the opportunity to upgrade to a new release on a quarterly basis. New releases contain fixes to resolve defects, enhancements to existing features, and new features. WellSky determines the scope of items in a release based on issues reported to client support, client contract deliverables, client enhancement suggestions, and product roadmap features and enhancements to continually improve the solution. WellSky publishes comprehensive, detailed release notes for each general availability release. For high severity defects, WellSky expedites resolution.

The *WellSky Human Services* Technical Support team member assigned to each case will be responsible for tracking the case through to resolution, no matter where it may lie within the WellSky organization. This includes regular issue status updates at predictable intervals based on the severity, type, and status of the issue. The Help Desk team will also be able to stay informed on the status of issues and enhancement requests directly through the WellSky Client Support Portal powered by Salesforce.

Once Client has gone live with the WellSky solution in production, application upgrades will be applied to the non-production sandbox environment for release testing and regression testing. Client's System Administrators will test the release to evaluate and enable key changes that Client intends to utilize and to perform regression testing to validate key workflows and configuration. Through this process, Client also will identify, plan, and test any configuration changes specific to the solution for deployment to production with the upgrade. Client team testing and review of new releases, hands-on in the non-production environment, is an important activity for ongoing knowledge transfer.

After Client has tested and approved the release for production deployment, WellSky will schedule the production site upgrade. System administrators will communicate the pending changes to the user community, and Client will address any related user education needs through appropriate training materials and content.

WellSky's Professional Services team also offers optional Upgrade Services to assist clients like Client with release upgrade tasks. Upgrade Services allow clients the opportunity to assign the work involved in an application version upgrade to the WellSky team. WellSky upgrade experts will manage the upgrade plan and the upgrade of the test and production environments while providing testing support and issue management. Additionally, the WellSky team will conduct a system wellness check to assess Client's current business processes and identify opportunities for solution improvements and business process efficiencies.

#### Configurations and Customizations

##### *Application Configuration Methodology*

WellSky will closely collaborate with Client subject matter experts in the configuration of *WellSky Human Services* to meet business process, workflow, functional, technical, and security requirements. In WellSky's configuration methodology, consultants involved in requirements analysis and solution design will leverage their solution expertise to configure a non-production "sandbox" environment using built-in application utilities. Requirements will be incrementally configured, demonstrated, refined, and validated in segments as they emerge during the solution mapping process. The goal of this approach is to allow Client to interact with the actual configured application early in the implementation process for faster and better decision-making. Using this approach, the entire Client configuration will be reviewed and validated prior to User Acceptance Testing. Once this configured environment is accepted, WellSky will deploy it to the production environment for go-live.

WellSky employs the following configuration strategies and best practices:

- Leverage a baseline configuration modeled on previous successful implementations as a template

- Create prototypes and proofs-of-concept, including workflow automation, to illustrate alternative configuration approaches
- Deliver configuration incrementally for targeted review and validation
- Iterate configuration based on validation feedback
- Demonstrate configuration at delivery for validation
- Leverage solution flexibility to optimize fit to requirements/preferences while adhering to the intended use of the system
- Work within system rules and constraints
- Consider usability, consistency, and ease of reporting in configuration decisions
- Present pro/con analysis for informed decision making when ramifications of a configuration decision are material
- Document and maintain all configuration settings as they are made throughout the project as living documentation
- Document reasoning behind difficult configuration decisions for future reference
- Demonstrate end-to-end workflows for solution delivery of final standardized business processes in the non-production environment

The majority of the WellSky solution functionality can be configured through utilities accessible through administrator roles. This provides an opportunity for knowledge transfer to Client resources through shadowing and review of configuration performed by WellSky. The following utilities manage the core configuration settings:

- **Group Setup:** Presentation settings, including chapter, tab, page, and field labels and visibility
- **Role Setup:** User security permissions and privileges
- **Screen Designs:** Custom data entry forms
- **Workflow Wizards:** Workflow automation through triggers and ticklers for workflow-based prompts and notifications
- **Word Merges:** Output tools for notification letters and simple reports
- **Lookup Codes:** Drop down list selection options
- **Places:** Location data containing valid combinations of city, state, zip code, county, and region to drive dynamic population of address information
- **Services:** Lists of system service codes, services offered by providers, and other related information to support service-dependent functionality
- **ISO Codes:** Chart of account codes
- **Plan Codes:** Need, goal, objective, and intervention options for client plans
- **Users and Workers:** Lists of the first-person system users and third-person worker entities for import



#### *Application Customization Methodology*

Whenever possible, WellSky limits customization of its products to interfaces, some of which are inherently custom. In general, WellSky designs new features and functionality so that they can be activated/deactivated through configuration settings in utilities accessed by an administrator. In so doing, functionality that otherwise would be custom is made available to all WellSky clients as part of the core product.

WellSky's technical lead and technical consultant will collaborate with the implementation lead and functional consultants during Solution Mapping to gather requirements and design solutions for custom interfaces. Interfaces and data migration deliverables will have dedicated delivery and test cycles after Solution Mapping.

#### *Ongoing Support Impact Methodology*

To respond to evolving user preferences and business needs over time, Client will need a methodology for systematically evaluating user requests for changes for cumulative impact before making a configuration change or requesting an enhancement. Although making configuration changes to the application is generally straight-forward, the process of ensuring that a requested change is acceptable to all stakeholders, and that the full impact of the change is understood can be challenging. WellSky recommends an Ongoing Support Impact Methodology in which Client will regularly convene a Change Control Board to review and approve requested changes to configuration (e.g., forms, workflow, reports, rules, menu options), to review release notes to identify enhancements and new features that may enhance the Client workflow and to decide when to request an enhancement to the application. WellSky will deliver new releases with enhancements and new features inactive by default, so Client administrators will manually activate new functionality in a non-production environment for evaluation before activation in production.

#### *Reports, Queries, and Forms Development*

##### *Standard and Custom Reports*

*WellSky Human Services* includes an array of nearly 100 standard reports. WellSky can create custom reports when Client requirements are not met by a standard report. Standard and custom reports are developed and tested prior to release following the same processes and controls used for new features and enhancements. Report deployment is integrated into WellSky's normal release process and includes support for standard and client-specific reports.

##### *WellSky Advanced Reporting*

Client can create self-service custom reports in *WellSky Advanced Reporting* using standard report queries and layout files as templates or can start "from scratch." Reports created in



*WellSky Advanced Reporting* can be moved into the Client production environment, if so desired.

#### *Forms*

Letters and correspondence are handled as Microsoft® Word merge documents. The solution includes many standard queries, which meet most clients' needs. Custom queries can be created if necessary. Standard and custom queries created for use with word merges are developed and tested prior to release following the same processes and controls used for new features and enhancements.

Word merge templates are managed by Client (or during implementation, jointly by the WellSky services team and Client) using the Word Merge Setup utility. As with reports, query deployment is integrated into WellSky's normal release process and includes support for standard and client-specific queries.

Assessments, surveys, and questionnaires are created and managed by Client (or during implementation, jointly by the WellSky services team and Client) using the Screen Design utility. In this context, queries manifest as indicators of formulas used to score or calculate a result based on other questions or information in the form. Indicators are generally created and managed by the services team and/or Client, but custom indicators can be created by WellSky Technical Services staff if desired. The deployment of assessments and embedded indicators is managed by Client.

#### *Queries*

Queries can be used to drive workflow automation in the form of workflow wizards and ticklers. Standard and custom queries created in support of workflow automation are developed and tested prior to release following the same processes and controls used for new features and enhancements. Workflow wizard query deployment is integrated into WellSky's normal release process and includes support for standard and client-specific reports.

#### *Data Warehouse*

*WellSky Advanced Reporting* includes a full copy of the client's production database. The reporting database is refreshed nightly and serves as a data warehouse for most WellSky clients. For clients requiring an additional copy of their database, data warehouse and/or extract services are available.

#### *Workflow Configuration*

Workflow is managed in *WellSky Human Services* through the several key solution features:

- **Workflow Wizards:** On-demand workflow task sequence automation based on specific trigger conditions

- **Ticklers:** Task prompts and notification messages routed to to-do lists for specific users or roles based on trigger conditions
- **Business Rules:** Orchestration of workflow automation based on more complex business criteria, trigger conditions, and resulting system actions
- **Queues:** Lists of items in need of review, approval, or other next-step actions, filtered for relevance by status, assignment, and other key characteristics

During the Design and Configure phases, WellSky Implementation Consultants will capture Client design requirements and configure Workflow Wizards, Ticklers, and Business Rules using system utilities. After go-live, Client can adjust, add, and remove workflow wizards and/or ticklers as business needs evolve without any assistance from WellSky.

Standard management and approval queues are used by Client and/or supervisory staff to oversee employees and to monitor/manage items requiring review and approval. All queues allow users to filter by multiple criteria, ensuring that the end user only can see data relevant to their job. Queue approval rules, rights, and permissions are configured in the Role Setup utility by WellSky during implementation. Client can adjust queue configuration as business needs evolve without any assistance from WellSky. Client workflow configuration will be documented as part of the Configuration Specifications deliverable.

#### *Release Management*

WellSky's application version release program for *WellSky Human Services* provides clients with the opportunity to upgrade to a new release on a quarterly basis. New releases contain fixes to resolve defects, enhancements to existing features, and new features. WellSky determines the scope of items in a release based on issues reported to client support, client contract deliverables, client enhancement suggestions, and product roadmap features and enhancements to continually improve the solution. WellSky publishes comprehensive, detailed release notes for each general availability release. For high severity defects, WellSky expedites resolution.

Once Client has gone live with the WellSky solution in production, application upgrades will be applied to the non-production sandbox environment for release testing and regression testing. Client System Administrators will test the release to evaluate and enable key changes that Client intends to utilize and to perform regression testing to validate key workflows and configuration. Through this process, Client will also identify, plan, and test any configuration changes specific to the solution for deployment to production with the upgrade. Client team testing and review of new releases, hands-on in the non-production environment, is an important activity for ongoing knowledge transfer.

### *Integration Capabilities*

**WellSky Human Services** can send and receive data using different standards and provides rich interface capabilities that can support a broad range of system integration options for both large batch data exchanges and small, lightweight transactional data exchanges. Typically, WellSky utilizes secure FTP (batch file transfer), FTPS (batch file transfer), or HTTPS (web services) options for data transport, and HIPAA-compliant X12 EDI, XML, JSON or character delimited (e.g., .CSV) data formats. WellSky is also able to consume external real-time web services using both the SOAP and REST protocols. WellSky will work with other transfer mechanisms, as required.

Requirements will be addressed through a collaborative process in which WellSky works closely with Client with requirements discovery, design, construction, validation, and delivery. WellSky's experience has proven this to be an effective way to minimize project risks and ensure a positive outcome. This approach is also an effective means of knowledge sharing and creating "shoulder-to-shoulder" experiences that enable the selected Client personnel to develop a deep understanding of the WellSky solution's configuration and options. This process requires discussions with team members from Client who are familiar with the systems that require integration. These discussions involve designing the most effective integration technique based on the nature of the integration requirements, such as data volume, frequency of request, and capabilities of the systems being integrated.

The integration technique considerations include:

- Data Transport (e.g., HTTPS, sFTP)
- Data Format (e.g., XML, formatted flat file, X12 EDI)
- Catalyst (e.g., event driven, time driven)
- Call flow (e.g., inbound, outbound, bi-directional)

Design decisions will be made to determine what changes are required in either the WellSky solution or the external system to support the integration. Error and exception handling also are defined to address how each system will deal with abnormal situations such as the target system being unavailable for periods of time or data validation errors. This will address any required "retry" logic, notifications, and data synchronization that may need to occur as a result.

These and other design details are documented in interface specification documents for each interface. The specification documents consist of an Interface Design Document and an Interface Mapping Document. The Interface Design Document describes the overall approach, including method of transport, frequency, import/export scenarios, business requirements, and error handling. The Interface Mapping Document details the specific data fields involved including sources, destinations, translations, and defaults on a field-by-field basis. These

documents will be presented to Client for review and feedback. Iterative cycles of review and modification to the documents will continue until they are ultimately approved by Client. Time limits for review feedback will be established at project kickoff. This formal approval serves as a gate to moving to the configuration phase for the integrations.

As stated previously, there is value in reusing existing integration strategies where possible. Parameters are available that allow data to be filtered in different ways, allowing for results that can return specific data elements or larger data sets. Industry standards, such as National Information Exchange Model (NIEM) and National Institute of Standards and Technology (NIST), are included in API design considerations.

An integration layer interacts with the application's workflow engine, allowing data to be reviewed prior to being formally saved to the database as a means of preventing validation errors. This interaction also allows the data to initiate other downstream automated workflows, as needed.

The integration layer is comprised of a set of micro-service components that are separate from the core application and allows updates to be made quickly and independently from other parts of the solution. WellSky will communicate with Client to schedule updates and include release notes that contain information about changes to the integration layer.

Each interface will contain appropriate error handling so that system administrators at both WellSky and Client are notified of any issues. If data cannot be processed, error information is returned to the calling object or system. It is important that both sides of the interface are designed to expect that errors may occur and to handle them appropriately.

Interfaces that utilize web services for sending data typically do not contain physical files, and the data will be stored directly into the application database. This information can be viewed using the WellSky solution user interface. Data that is sent via physical files (such as X12 EDI files) will be stored on AES-256-bit encrypted storage and processed accordingly. Data files will be retained per Client requirements and can be viewed the WellSky solution user interface or via a separate user interface mechanism available to system administrators.

#### *Data Conversion Methodology*

WellSky performs data conversion in almost every system implementation and, therefore, has experience in hundreds of successful data conversion efforts. The methodology and processes outlined below have been honed and refined to align specifically with the implementation of the WellSky solution.

The data conversion methodology refers to the specific set of procedures and tasks used to manage and control conversion of data into the application's SQL database using SQL scripts.

The data conversion process is vital to the success of an implementation and should be planned carefully with committed data conversion team members from both WellSky and the client. This methodology helps ensure that the entire data conversion task results in an accurate migration, ultimately resulting in a more comfortable user group and a more manageable end user learning curve. WellSky's Data Conversion Plan comprises an orientation phase, a review and test phase, and a final live conversion phase.

To facilitate conversion, WellSky relies upon a standard, prescribed data conversion schema submission file for data conversions. This standardized single file format, and its data elements are a product of lessons learned through years of data conversions. Use of the conversion template provides the following benefits:

- **Predictability:** A single file format with prescribed data elements naturally lends itself to an increased success rate for live conversion because it helps ensure data consistency across disparate systems. WellSky takes a sample of client data, test converts it, works through possible data source issues, and, through this process, provides predictable results with a high likelihood of a successful live conversion.
- **Cost Efficiency:** A single file format and prescribed data set reduces the risk of incomplete data submissions or multiple data source conflicts, which can result in unplanned data cleanup or multiple data conversions. The single file also permits easy mapping of client data to the WellSky software schema through a data crosswalk exercise.
- **Time Efficiency:** Use of the conversion template eliminates the need for custom scripting to import the data to the new system.

WellSky's approach is predicated on close collaboration with client resources to complete data conversions. In order to minimize time and cost of data migration efforts, WellSky's standard approach relies on client resources who are expert in their legacy systems to assist with mapping, to perform data clean-up, and to test conversion results. If needed, WellSky's role in conversion may be expanded, with WellSky taking on tasks that are usually completed by the client.

#### Approach

- Solution mapping sessions (SMS) are conducted to determine how the client will use the WellSky solution and, therefore, the critical data elements that are needed.
- Based on the data gathered in the SMS, WellSky's implementation services and data conversion specialists work with the client to identify the subset of data elements available for conversion in the current implementation.
- This is documented in the WellSky Data Conversion Schema Data Dictionary.

- The client populates the Data Schema provided by WellSky with the information agreed upon in the Data Dictionary. The client will be responsible for the following before providing the populated Data Schema back to WellSky
  - Remove or merge duplicate records.
  - Remove records that are no longer needed based on client retention policies.
  - Remove inappropriate values or special characters.
  - Mapping of legacy data values to WellSky values for static or reference data where required.
  - Ensuring data types for legacy values match data types for destination fields.
- The data is imported into a data conversion site and reviewed by WellSky before access is provided to the client.
- Test results are documented in the Data Conversion Validation Report.
- WellSky will create the report after the first test import to track conversion issues, including, but not limited to, date found, reporter, field/value, description, explanation, resolution, resolution owner, status, and whether it must be resolved before go-live or can be adjusted after go-live.
- WellSky will make the data conversion site available for client review and go over any Validation Report entries already in progress by WellSky.
- The client will review the data conversion site and test their day-forward workstreams to ensure the converted data appears as if it was originally entered into the WellSky solution.
- The client will make note of any issues so they can be investigated and tracked on the Validation Report.
- WellSky expects multiple test conversion iterations before the final import into production. WellSky has found that in most implementations, three test conversions are sufficient, however, additional test conversions may be performed if the project implementation timeline will not be otherwise impacted.
- Prior to go live, data is imported into the client's production site, and a final review and test cycle is completed.

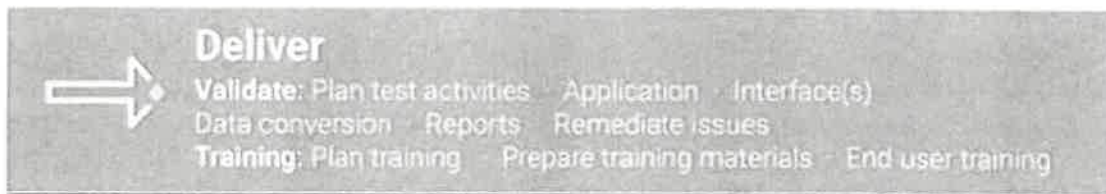
In the table below, WellSky has identified the roles and responsibilities of WellSky and Client team members engaged in data migration using the standard approach proposed. As noted previously, WellSky can assume some or all of these tasks if required by Client.

Role	Responsibilities
WellSky Technical Lead	Manage the data conversion process; create, maintain, and execute data conversion scripts that import data from Conversion Schema into the WellSky Production Schema
WellSky Analyst	Maintain schema templates and instructions, provide consultation on mapping and data issues, perform data quality analysis on submitted data, provide data quality feedback to Client, prepare data conversion test results, track, and manage identified conversion issues with the Client Analyst



Client Analyst(s)	Map source data, identify needed source data cleanup after extraction and population as needed, submit source data to WellSky for conversion, repeat as needed, track and manage identified conversion issues with the WellSky Analyst
Client DBA	Extract source data from legacy system(s), populate the Schema database, address source data clean-up issues
Client Tester(s)	Validate test data conversion through go-live conversion

#### Deliver Phase



#### Testing

WellSky will leverage a best practice approach to the design and development of a Test Plan as part of this scope of work, pulling key lessons learned from previous statewide deployments to ensure an efficient, successful testing process. The WellSky team shall define and develop the Test Plan during the design phase outlined in the work plan with Client to ensure alignment to the overall approach and inclusion of all key and suggested test events prior to go-live. The Test Plan will contain the overall approach recommended by WellSky for successful validation of the solution by all parties. The Test Plan will cover system testing, integration testing, regression testing, and user acceptance testing.

WellSky recommends system testing be performed by the project team throughout the implementation lifecycle as configuration is being done on *WellSky Human Services*. System testing ensures that the solution performs in accordance with the jointly approved specifications and design documents for the solution. System testing begins during the Solution Mapping process within each phase of the implementation within the stage-based work plan and consists of WellSky and Client team members reviewing and validating incremental configuration updates as defined. After all configuration changes are made, a final system test is performed on the system by the project team. WellSky recommends this final round of system testing to ensure all configured parts of the system function as documented and no unexpected behaviors exist prior to training and go-live. This approach to testing has been used by WellSky on many projects, including recent initiatives with the Georgia Division of Aging Services, the Florida Agency for Persons with Disabilities, the Florida Department of Elder Affairs, the Oklahoma Department of Human Services, and the Delaware Division of Developmental Disabilities. In each case, WellSky has delivered repeatable and predictable results.

WellSky regularly tests its SaaS solutions to ensure sufficient scalability and performance. WellSky will design the solution architecture based on estimated post-implementation peak user counts and annual anticipated user growth rates to ensure optimal performance and response times are achieved. WellSky conducts performance testing for each implementation using simulated load profiles based on expected post implementation peaks to ensure adequate sizing and environmental specifications are in place to handle the anticipated user load on the system. These tests are conducted using automated testing tools and associated monitoring tools based on WellSky best practices to meet Client processing demands.

WellSky will perform integration testing between *WellSky Human Services* and all 3<sup>rd</sup>-party integration points as outlined in the scope of work of this engagement. During the design phase of the project, WellSky will work with Client to define and complete the integration specifications for each of these external integration points. These specifications will be used to perform detailed, extensive integration tests and live data exchange tests prior to go-live in a production-like environment to ensure full interoperability can be achieved at go-live . The WellSky team will perform analysis and create documentation that captures not only the functional requirements but requirements around performance, volume, and proper error handling (including retry logic where applicable) of interfaces with other 3<sup>rd</sup>-party systems. WellSky has extensive experience building integration points and is well suited for handling implementations from ranging from file import/exports to web service interfaces; WellSky's recent project with the Florida Agency for People with Disabilities included 16 successful interface solutions and demonstrates WellSky's competence in this area.

WellSky will work with Client to define and execute a User Acceptance Testing (UAT) event to confirm Client business process workflows and configuration function as defined by the jointly developed and approved solution documentation. As part of the UAT event, WellSky will prepare test cases and test scenarios and provide orientation for UAT participants to ensure participants are knowledgeable and aware of agreed-upon functionality prior to the start of test activity. In addition to validating workflow processes and configuration settings, testing activities in the UAT event will also include validating user role security, reports and outputs, data conversion, and interface data exchange. The goal of this event is to confirm to the user base and stakeholders that the solution is ready for production use, meets all the requirements, and conforms to the specifications.

Client UAT participants will document findings and communicate results to the project team as the UAT tests are executed. The project team will review and address UAT validation findings and test results and define action plans to resolve any issues and remediate any defects to ensure all functions are ready for productive use at the close of the UAT event. WellSky needs active engagement from Client during UAT to ensure a comprehensive vetting of the system from the perspective of Client, system users, and stakeholders.

## Training

Effective end user training is a key success factor for user adoption and successful use of the application. WellSky Professional Services delivers comprehensive, cost-effective, and flexible training, using a blended learning approach.

WellSky works with Client to create a customized training plan that considers key training needs by role, based on information gathered during the planning, testing, and implementation phases.

WellSky's proven training methodology follows a model where, along with system administrators, Client power users are trained in the application. After formal training, WellSky will work closely with the power users to ensure they are equipped to train others.

### WellSky training benefits:

- A custom, role-based training program that is developed in partnership with Client. Courses are designed around user roles within the application to ensure content is relevant for each participant.
- Flexible training options, including instructor-led training at Client, sending users to the WellSky world headquarters in Overland Park, KS, webinars, and a library of training resources.
- A "Train the Trainer" approach whereby Client power users receive extensive training so they can train others and serve as a local resource.
- Optional custom training and videos designed by WellSky's Learning Services team.

## *Cost Effectiveness*

Cost effectiveness is in the forefront when designing Client's training program. WellSky offers several training modalities, including instructor-led, live, and recorded webinars, a library of learning resources and the option of custom videos. Client can choose the method that is the best fit for the project budget.

## *Training Planning*

WellSky recommends that the training team include both WellSky trainers, as well as Subject Matter Experts (SMEs) from Client's business and project teams. SME participation is also encouraged in the training planning, training material design and review, and training delivery. Team members who have participated in the Solution Mapping process are also encouraged to participate in training team activities.

### The Training Plan includes:

- Curriculum

- The proposed path to learning includes a list of role-based training offerings for system administrators, power users and users.
- A hands-on learning approach is used, and learning activities use representative test data, allowing learners to replicate test scenarios and course exercises that are specific to their role.
- After go-live , WellSky offers additional training for new user onboarding, refresher training, and training around new application features.
- In addition, WellSky's Learning Services team offers custom solutions, such as application bootcamps, video production and ongoing, regularly scheduled trainings.
- **Schedule**
  - Typically, training occurs around the time of the application deployment so users can retain the new concepts and put them to use as soon as possible.
  - WellSky works with Client's staff to create a training schedule that minimizes business disruptions whenever possible.
  - Scheduling provides flexibility for workers to attend training in consideration of their work schedule.
- **Logistics**
  - WellSky works with Client's staff to identify the components that are required for successful training, such as classrooms, access to workstations for practice activities, Internet connectivity, and audio/visual needs.
  - WellSky's training materials cover standard functionality that is specific to Client's configuration but common across user roles. Training materials and resources can be customized to include the new business process workflows that were created through the Solution Mapping process.
- **Evaluation**
  - Training effectiveness is measured using course evaluations and feedback from power users and management. WellSky analyzes this data and uses it to identify opportunities for improvement. During the initial training period, content can be adjusted on the fly, based on class feedback.
  - WellSky can work with Client staff to create custom evaluations.

#### *Training Curriculum*

WellSky's client-centered approach to training curriculum is based on deep experience in successfully transitioning power users and system administrators to successful users of the WellSky application. The training curriculum is based on the learner's role within the application and the workflows they will use. Learners who have multiple roles will be able to attend all sessions that are applicable to them.

In the development of training curriculum, WellSky answers the key questions users bring to a new system, including:

- **How can the new application make my job easier?** What is the simplest path to getting my work done efficiently?
- **What are the benefits?** How will the new system benefit me, Client, and my clients?
- **What is different?** How does the new application and workflow compare to what I have been doing?
- **What is new?** What will I need to do that I have not been doing before and how is this accomplished in the application?

From the Training Plan, WellSky will recommend a curriculum based on user roles and business needs. This customized curriculum can include a variety of training methodologies, including instructor-led classroom training, live webinars, or webinar recordings.

Interactive workflows between different user roles can be distilled into role-specific course content. Training guides and resources can be tailored to specific user role audiences, focused on priority workflows and day-to-day user tasks, and augmented with content on alternate workflows and exception scenarios.

#### *Training Delivery*

An application training environment and database is created for training activities. The database contains a variety of setup data and allows learners to explore the system through hands-on exercises, including data entry that is pertinent to their respective business processes.

WellSky will take the lead in the first wave of training. Client SMEs will provide supplemental information to learners on Client workflows and policies. After the first wave of training, WellSky will gradually transfer basic training responsibilities to Client trainers.

Consistent with WellSky's standard approach, WellSky will train Client power users to assist with end user training during the implementation process. In the training classroom setting, WellSky trainers lead the training and power users may cofacilitate, and provide individualized learner support, as needed. After implementation, these SMEs serve as a resource for basic end-user questions and interact with WellSky's support team for more involved questions and issues.

WellSky will design and deliver training materials and resources that include:

- Brief business process background for context
- Step-by-step workflows that include application screenshots
- Workflow diagrams
- Callouts for key points and tips
- Practice exercises



Client will be responsible for providing additional training material content to address topics such as policies and procedures, processes outside of the system, and messaging to promote user adoption and champion the system transition.

#### *Ongoing Training*

WellSky offers a range of options for ongoing training, including refreshers on specific topics, and webinars that explain new features. In addition, WellSky's Learning Services team offers custom solutions, such as application bootcamps, video production and ongoing, regularly scheduled trainings.

#### Go-Live Phase



#### Deployment

WellSky will develop a go-live plan that addresses topics such as go-live readiness criteria, deployment logistics, escalation and contingency plans, system and business cutover plans, and final production site deployment and validation.

Upon completion of training, the project team will hold the first go-live checkpoint meeting to review go-live criteria and confirm the scheduled go-live event. Upon completion of deployment and validation, the second checkpoint will confirm readiness for user access and system usage. On the scheduled go-live date, end users will begin using the WellSky solution, at which point the solution will be considered live. For the first month after go-live, the WellSky project team will remain engaged to monitor the business transition and user experience and will serve as the first line of support with responsibility for triaging and managing any necessary corrective actions. After a month, the project team will transition support responsibilities to WellSky's Client Care team.

#### Ongoing Optimization

WellSky has the unique ability to offer ongoing access to our team of experts through an optional managed services option. This offering will include yearly hours to work at the direction of the Client team on an assortment of items, not limited to the following:

- Engaging waitlist applicants to understand and access supports and services
- Recommendations on validated assessment tools for determining services and supports



- Assistance in developing an algorithm for priority-driven waiting list placement
- Recommendations for management strategies for use of waiting list functionality (i.e., reports, dashboards, standard operating procedures)
- Assistance with data mining using a Business Intelligence Tool
- Assistance in maximizing efficiencies, streamlining operations, allocating resources and support, expediting services support, and enhancing workforce development opportunities.

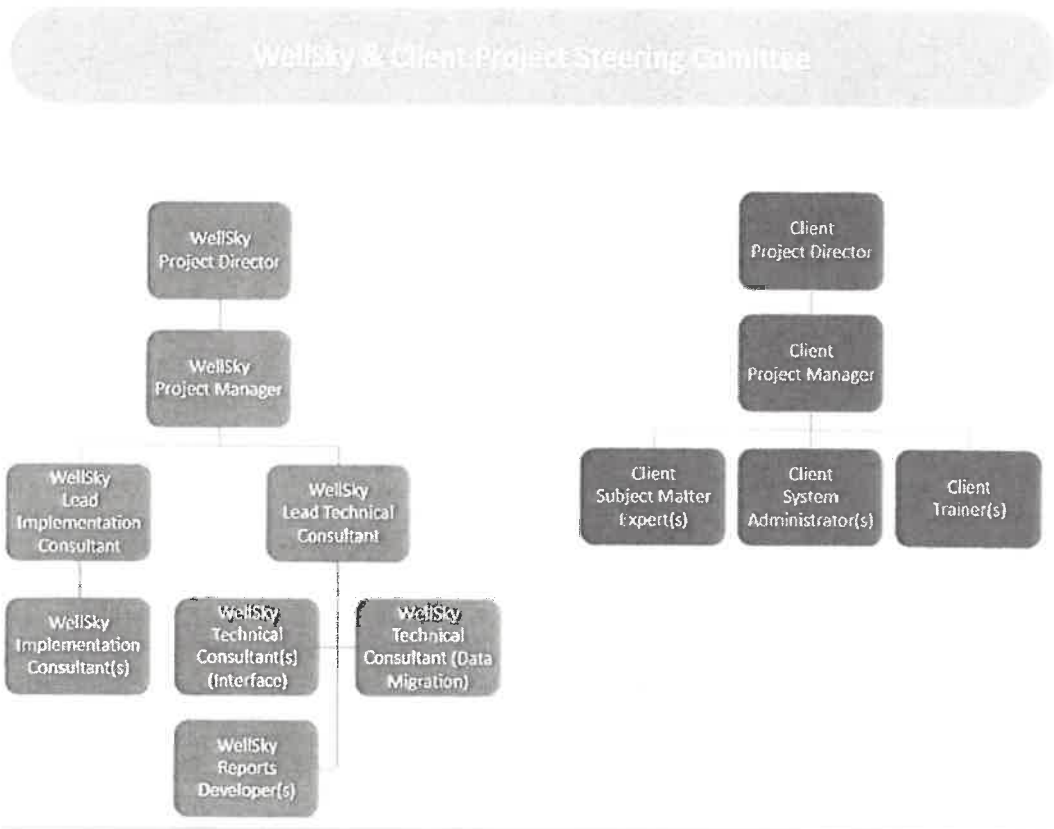
#### Enhanced Support Services for Report Configuration

WellSky has included an optional offering allowing Client access to *WellSky Human Services* Report Writers and Implementation Consultants for the following tasks:

- Identification and consultation on reports to augment the implemented solution
- Requirements documentation of custom reports
- Custom Report Configuration based on agreed upon requirements
- Initial testing of custom report configuration
- Migration of custom report configuration to Live environment

#### Staffing

The WellSky team will include a core team of experienced professionals to work with the Client Project Team. To move Client toward its transformation goals with great software delivered on time and within budget, the WellSky team is fully prepared to staff, manage, control, and execute the project in accordance with the proven implementation methodology. Our staffing model focuses on bringing resources to bear only when required, managing time “on the ground” at the client site, which reduces costs and improves efficiency. The management and leadership structure are lighter than custom Design-Develop-Install teams, relying on proven tools and processes to quickly gather configuration requirements and configure, validate, and deploy the solution.



State members to the project team would consist of similar roles to those staffed by WellSky. For a project of this size and scope, WellSky would anticipate that Client would provide a Project Manager, subject matter experts, and technical personnel who could be available at least part time during the project. The precise project staffing needs will be defined during development of the preliminary project plan.

The Project Manager has ultimate responsibility for completion of the project and is the key point of contact between the Client project team and the WellSky team. Leveraging their deep experience and strong leadership, WellSky's Project Manager will help Client navigate the project opportunities and challenges to achieve successful outcomes.

The proposed structure includes an escalation path for executive oversight of the team, allowing critical issues to be raised to the executive level for immediate attention. The model also includes a dedicated Account Manager who, while not a formal member of the project team, will be an advocate for the client, particularly during deployment and post-implementation support, to monitor support issues and ensure good communication between the State and the WellSky project team.

#### *WellSky's Team*

WellSky's key project team members will be skilled personnel bringing a range of talents to support staffing continuity throughout the project. The key members are the Project Manager, the Lead Implementation Consultant, and the Lead Technical Consultant who are augmented by additional Implementation Consultants and Technical Consultants. All WellSky resources are experienced in their assigned project roles, have all have served on multiple implementation teams, and have an average tenure of 6.5 year implementing WellSky Human & Social Services (HSS) solutions. WellSky's proposed team also brings extensive relevant experience and knowledge from other assignments involving the HSS network that can be leveraged to optimize the WellSky solution and to help achieve the initiative's goals and objectives.

WellSky's **Project Manager** will lead the project with the assistance of a State Project Manager, involving project resources when appropriate during each phase of the project. In addition, the WellSky Project Manager performs typical project control and execution oversight tasks including issue management, communications management, status reporting, and project planning and scheduling. The Project Manager also provides special consulting to the Client Project Team to help ensure successful business integration and an appropriate functional design for the system.

WellSky's **Lead Implementation Consultant** is responsible for guiding the analysis and design work through WellSky's Solution Mapping process, mapping the requirements to solution functionality and configuration, and designing the to-be business process workflows. The Implementation Consultant is responsible for process analysis, configuration, validation, training, and deployment of the proposed solution. The Lead Implementation Consultant will contribute advanced expertise and assistance to address any issues that may arise during the go-live transition and subsequent support period.

The **Lead Technical Consultant** is accountable for designing and guiding the technical service deliverables on the project and leading the technical team. The technical team will perform data conversion and deliver system integrations and reports.

The **Account Manager** is a member of the services organization and assists with the transition from go-live to ongoing (regular) support and maintenance operations. The Account Manager will coordinate handoffs between vendor groups to ensure a smooth transition from the project's implementation team to the Client Care Analysts. In addition to the WellSky Support team, an Account Manager will be assigned to Client to assist with the overall client relationship, serving as the voice of the client to WellSky's line of business teams. WellSky Client Care Analysts (CCAs), WellSky Support Management, and/or the Account Manager will be escalation points of contacts for escalated issues, questions or suggestions related to support for the WellSky solution functionality that has been deployed to production.

### *Other Roles*

Project Director (Executive escalation path; not a project resource)

**The WellSky Project Director will participate in checkpoint meetings, monitor the quality of the project, and help ensure that WellSky resources are made available to the project, as needed, on the required timelines. Having extensive experience, the Project Director also will provide mentoring and specialized assistance to help the Project Manager and the project team in solving complex problems and achieving all in-scope objectives.**

### *Client Resources*

WellSky recommends Client assign project roles and resource assignments as outlined below.

### *Executive Sponsor*

**Client's recommended staffing plan includes this role.** The Executive Sponsor is the key link between the project team and the organization's executive management. An effective sponsor "owns" the project and has the ultimate responsibility for seeing that the intended benefits are realized to create the value forecast in the business case.

The role of the Executive Sponsor includes the following:

- Create alignment by articulating a vision for the project that is aligned with business and cultural goals
- Communicate on behalf of the project, particularly with other stakeholder groups in senior management
- Gain commitment by advocating for the project and communicating his/her personal commitment to the project's success
- Arrange resources, ensuring that the project's objectives are fully realized by authorizing the resources necessary to initiate and sustain the change within the organization
- Facilitate problem-solving to ensure that escalated issues are solved effectively at the organizational level. This includes decisions on changes, risks, conflicting objectives, and any other issue that is outside of the designated authority of the Project Manager, project team, or executive steering committee
- Support the project manager by mentoring, coaching, and providing leadership in business and operational matters
- Build durability, ensuring that people and processes are in place to maintain and sustain the Project's outputs once the project is completed

### *Time Commitment*

- The Executive Sponsor participates in the project kickoff meeting (4 to 6 hours) and attends Executive Steering Committee meetings (1 to 2 hours per month). Involvement

in issue escalation and change requests will vary depending on criticality and complexity of the matter under consideration.

#### Project Director

**As a member of the Executive Steering Committee, the Project Director will monitor the status of the Project and management of Project Risks.**

The role of the Project Director includes the following:

- Oversee Project Manager work
- Own escalated issues

In projects where the Executive Sponsor opts for a greater degree of direct involvement, the same individual may serve as both Executive Sponsor and Project Director.

#### Time Commitment

- The Project Director will participate in the project kickoff, as well as executive steering committee meetings (1 to 2 hours per month). Involvement in issue escalation and change requests will vary depending on criticality and complexity of the matter under consideration.

#### Project Manager

**Client's recommended staffing plan includes this role.** The role of the Project Manager includes the following:

- Collaborate closely to ensure the project is completed on time, within budget, within scope, and with the highest quality of satisfaction
- Ensure appropriate resources are assigned and available per the agreed-to work plan
- Coordinate communication with internal and external stakeholders as defined in the communications plan
- Assist in administrative, logistical, and technical arrangements for on-site meetings, remote meetings, and working sessions, as needed
- Collaborate on project documentation requirements and reviews
- Manage deliverable acceptance processes in a timely manner
- Provide feedback on project quality and satisfaction in an ongoing manner
- Responsible for all tasks assigned to client per the agreed-to work plan
- Communicate and manage day-to-day activities to the Client project staff
- Participate in weekly meetings
- Receive weekly status reports and provide timely feedback

#### Time Commitment

- The project requires a full-time Project Manager. The Project Manager can expect to be in daily communication by phone or email and will also communicate with stakeholders daily. The Project Manager will participate in the project kickoff, executive steering committee meetings (1 to 2 hours per month, including agenda prep), project team meetings (2 to 4 hours per month, including agenda prep and action item follow-up), and other ad-hoc meetings, as necessary.
- During the design phase of the project, the Project Manager should plan to attend or designate a substitute for all sessions, technical requirements definition meetings, and other design meetings. In addition, the Project Manager should attend or designate a substitute for all content validation sessions, user acceptance testing sessions, and training sessions.

#### Executive Steering Committee

**Client's recommended staffing plan includes this role.** The Role of the Executive Steering Committee includes the following:

- Responsible for overall strategic direction of the project
- Monitor project risks and issues
- Remove barriers, negotiate compromises, and resolve internal and external issues to reduce project risk levels

With support and input from the Executive Sponsor, the executive steering committee is responsible for the overall strategic direction of the project. Monthly executive steering committee meetings will focus primarily on monitoring project risks to anticipate and minimize potential adverse impacts to project success criteria.

Effective and timely intervention by individual members of the executive steering committee is essential to successful risk management. When appropriate due to the critical nature of a risk, a member of the executive steering committee may be assigned as risk owner to direct the risk response strategy for that risk.

#### Time Commitment

Members of the executive steering committee will participate in the project kickoff and executive steering committee meetings (1 to 2 hours per month). Involvement in risk management, issue escalation, and change requests will vary depending on criticality and complexity of the matter under consideration.



#### Project Team

**Client's recommended staffing plan includes this role.** WellSky recommends a dedicated project team consisting of 5 – 8 key personnel from Client. The project team is a working team, not an advisory body.

The role of the project team includes the following:

- Responsible to make day-to-day decisions regarding planning, monitoring, and controlling the project work
- Accountable, active participation, and fostering a constructive approach to conflict resolution

The project team should include representation from all essential business functions and stakeholders.

#### Time Commitment

Project team members will participate in the project kickoff. Project team members will participate in status meetings and work sessions throughout the life of the project, up to 8 hours per day during onsite meetings, up to 2 hours per week in Solution Mapping cycles, and up to 5 hours per week during testing, training, and deployment. Project team members will also participate in ad hoc work groups (estimated up to 5 hours per week during specified activities).

When project team members are selected for their deep and thorough understanding of the agency's business processes, they are often asked to participate as workgroup leaders, Subject Matter Experts, testers, and trainers for the project. The responsibilities for these additional roles must be taken into consideration in calculating each individual's overall time commitment to the project.

#### Business Process Subject Matter Experts

**Client's recommended staffing plan includes this role to be filled by various Client Subject Matter Experts (SMEs) led by the Client Business Functional Sponsor.** The role of the Subject Matter Experts includes the following:

- Provide information to be used in system configuration
- Provide information and insight into business process workflows and data flows during Solution Mapping Sessions
- Participate in the review and approval of business analysis (BA) documents
- Participate in form analysis and report specifications
- Participate in content validation, workflow validation, and UAT
- Test configuration and participate in UAT and system sign-off

#### Time Commitment

Design sessions are completed early in each stage during the Solution Mapping phase. WellSky suggests four to six primary SMEs for each subject area participate in design sessions and strongly suggests that these primary subject matter experts attend every day of design for their subject area. This provides continuity across all stages of the subject area workflow and facilitates decision-making. Specialized SMEs may be added for identified topics within each subject area (e.g., Intake Specialists to attend the Intake portion of the Case Management sessions).

After design sessions are completed, WellSky Implementation Consultants will configure the system and schedule demonstrations and validation sessions to review each screen design, workflow, and output document with the appropriate subject matter experts and business function owners. The level of effort for these activities will vary depending on the number and complexity of configuration elements that need to be reviewed.

SMEs are ideal candidates to serve as testers and trainers in their areas of expertise. The responsibilities for these additional roles must be taken into consideration in calculating each individual's overall time commitment to the project.

#### Information Technologist

The Role of the Information Technologist includes the following:

- Responsible for end user/desktop system requirements and support
- Participate in technical discussion and training throughout the implementation
- Interface specifications and management to ensure effective and efficient system integration is accomplished
- Data conversion and validation
- Report writing

#### Time Commitment

Information Technology members will participate in the Project Kickoff, followed by a 1-day hands-on introductory WellSky Training. Information Technology members will participate in status meetings and work sessions throughout the life of the project (up to 2 hours per week in discovery and configuration phases, up to 5 hours per week during testing, training, and deployment) and will participate in ad hoc work groups (estimated up to 5 hours per week during specified activities).

#### Testers

Client's recommended staffing plan includes a team of Business Functional SMEs. These staff will serve as the testers. WellSky facilitates structured UAT of core system workflows after configuration and content validation have been completed. Testers will participate in tester

training and time commitments for these tasks vary depending on the scope and complexity. Re-testing may be necessary during the testing remediation process.

The role of the testers includes the following:

- Complete system and workflow training delivered by WellSky
- Test core system workflows after configuration & content validation have been completed
- Testing of conversion and interfaces
- Promote mutual support among colleagues and emphasizes knowledge-sharing and success of the team
- Support end user training and assist trainers as needed
- Maintain a positive attitude toward change
- Staff members with additional system and procedure training who provide the first line of user assistance during and after go-live.

#### Time Commitment

Varies in the level of effort and duration, depending on responsibilities.

#### Trainers

WellSky will provide a combination of on-site and web-based training for this project. As part of the training plan, WellSky will offer train-the-trainer session such that the Client power users and trainers will be able to provide ongoing end user training and over-the-shoulder support.

The role of the trainers includes the following:

- Complete system and workflow training delivered by WellSky.
- Responsible to deliver end user training using train-the-trainer approach
- Responsible for the management and oversight of the training domain, including database refresh strategies, populating the database with test records, and setting security roles and groups.
- Maintain training materials after go-live.

#### Time Commitment

Varies depending on the number of users to be trained for each role.

**WELLSKY CORPORATION  
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (the "Agreement") is entered into as of the Effective Date, by and between WellSky Corporation and its Affiliates, with offices at 11300 Switzer Road, Overland Park, KS 66210 ("WellSky"), and West Virginia Department of Health and Human Resources, with offices at One Davis Square, Suite 100 East, Charleston, West Virginia 25301 ("Client"). Each of WellSky and Client may be referred to herein individually as a "Party" and together as the "Parties." The Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein or in any Order Form, but not defined, have the meaning set forth in Exhibit A.
2. **SERVICES.**
  - 2.1. **Cloud Services.** During the Cloud Services term set forth in an Order Form, WellSky shall provide Client (a) a non-exclusive, non-assignable, limited right to access and use the Cloud Services during the Term, solely for Client's internal business operations and subject to the terms of this Agreement and the applicable Order Form; and (b) Cloud Services support as set forth in Exhibit B or in the applicable Order Form. Client shall not have any physical access to the Cloud Services hardware.
  - 2.2. **Professional Services.** Unless otherwise set forth in an Order Form, Professional Services shall be performed on a time and materials basis at WellSky's standard rates.
  - 2.3. **Client Responsibilities.** Client shall: (a) approve access for all Permitted Users to the Cloud Services and shall prevent unauthorized access and use of the Cloud Services. Client shall not, and shall ensure that its Permitted Users do not: (i) sell, resell, lease, lend or otherwise make available the Cloud Services to a third-party; (ii) modify, adapt, translate, or make derivative works of the Cloud Services; or (iii) sublicense or operate the Cloud Services for timesharing, outsourcing, or service bureau operations; (b) provide network connectivity between Client's local environment and the Cloud Services for the implementation and execution of the Cloud Services as provided in the Documentation; (c) maintain bandwidth of sufficient capacity for the operation of the Cloud Services; (d) have sole responsibility for installation, testing, and operations of Client facilities, telecommunications and internet services, equipment, and software upon Client's premises necessary for Client's use of the Cloud Services; and (e) pay all third-party access fees incurred by Client to access and use the Cloud Services.
  - 2.4. **Suspension of Services.** If (a) there is a threat to the security of WellSky's systems or the Services, or (b) Client's undisputed invoices are one hundred twenty (120) days or more overdue, in addition to any other rights and remedies (including termination), WellSky may suspend the Services without liability until all issues are resolved.
3. **SUBLICENSSED SOFTWARE AND HARDWARE.** Subject to the terms and conditions of this Agreement and any Order Form, WellSky shall grant the licenses to Sublicensed Software as set forth in an Order Form. Client agrees to purchase any Hardware set forth in an Order Form.
4. **PROPRIETARY RIGHTS.**
  - 4.1. **Ownership.** WellSky or its licensor retains all right, title, and interest, in the Sublicensed Software, Documentation, Services, and Work Product. WellSky shall grant to Client a non-exclusive, non-transferable license to use Work Product only for Client's own internal purposes in connection with the Services. The Parties agree that any Client Data contained in or resulting from any reports generated through the use of the Cloud Services ("Report Data") is owned by Client, and the format of and any logic within such reports ("Report IP") is owned by WellSky. Subject to the terms and conditions of this Agreement, WellSky grants to Client a perpetual license to use Report IP solely in conjunction with Report Data.
  - 4.2. **Restricted Rights.** The Cloud Services are commercial computer software programs developed exclusively at private expense. Use,

duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (b). Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement, a standard software license agreement as stated in DFARS 227.7202.

5. **PAYMENTS BY CLIENT.**

5.1. Payment. Client shall pay all fees for the Services and Hardware. All invoices shall be paid net thirty (30) days following the date of the invoice.

5.2. Scope of Use. The Sublicensed Software and Cloud Services are priced based on certain metrics (e.g. Sites, Deliverables, Patient/Client Census, and/or Permitted Users) as set forth in an Order Form. Client may only expand its use of the Sublicensed Software and/or Cloud Services upon payment of the applicable additional license, support, and service fees at WellSky's then-current rates. Any such fees for additional scope of use will be immediately due and payable.

5.3. Expenses. Client shall reimburse WellSky for all reasonable Client-related travel, lodging, and out-of-pocket expenses.

5.4. Shipping Fees, Taxes. Client shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. WellSky shall be responsible for taxes on its net income.

5.5. Audit. WellSky reserves the right to audit Client's use of the Cloud Services (remotely or on site) at a mutually agreeable time. If Client's use is greater than contracted, Client shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement.

6. **LIMITED WARRANTIES AND COVENANTS.**

6.1. Services Warranty. WellSky warrants that (a) when operated in accordance with the Documentation the Cloud Services shall, without material error, perform the functions as set forth in the Documentation, and/or (b) it shall perform the Professional Services in a

professional manner in accordance with the applicable Documentation.

6.2. Remedy. Client's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify WellSky of the applicable non-conformity, in which case WellSky shall use commercially reasonable efforts to correct such non-conformity by repairing the Cloud Services and/or reperforming the Professional Services. Notwithstanding the foregoing, WellSky shall not be responsible for any non-conformity which arises as a result of (a) any act or omission of Client, including a failure to use Cloud Services in conformance with the Documentation or Applicable Law; or (b) any failure of any component of Hardware, Sublicensed Software, or any Client-supplied software, equipment, or other third-party materials.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, WELLSKY DISCLAIMS ALL WARRANTIES, ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY; INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANT-ABILITY, AND ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE, COURSE OF PERFORMANCE, OR COURSE OF DEALING. WELLSKY DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE SERVICES SHALL MEET CLIENT'S REQUIREMENTS. CLIENT AGREES THAT THE MANUFACTURERS OR LICENSORS OF HARDWARE AND SUBLICENSED SOFTWARE MAY PROVIDE CERTAIN WARRANTIES AND OTHER TERMS AND CONDITIONS WITH RESPECT TO THE HARDWARE AND SUBLICENSED SOFTWARE SUPPLIED TO CLIENT UNDER THIS AGREEMENT. WELLSKY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HARDWARE OR SUBLICENSED SOFTWARE. FURTHER, WELLSKY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR

RELATED TO CLIENT'S USE OF ANY VIDEO, EMAIL, TEXTING AND/OR RELATED TELEPHONY SERVICES, INCLUDING ANY LIABILITY RELATED TO CLIENT DATA PROCESSED THEREIN. CLIENT AGREES THE LICENSED SOFTWARE AND SERVICES AND INFORMATION SUPPLIED THEREIN ARE SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, CLINICIANS, AND/OR OTHER CARE PROVIDERS. WELLSKY DISCLAIMS ANY RESPONSIBILITY FOR ACTIONS OF CLIENT OR THEIR CARE PROVIDERS WHICH MAY RESULT IN ANY LIABILITY OR DAMAGES DUE TO MALPRACTICE, FAILURE TO WARN, NEGLIGENCE, OR ANY OTHER BASIS. CLIENT SHALL ENSURE THAT ALL PROVIDERS USING THE LICENSED SOFTWARE AND/OR SERVICES ARE AWARE OF THE LIMITATIONS OF THE USE OF THE LICENSED SOFTWARE AND/OR SERVICES

- 6.4. Client Warranty. Client warrants that Client (a) has the power and authority to enter into this Agreement and bind each Client affiliate and Permitted User to the terms and conditions set forth herein, and Client shall be responsible for all acts and omissions of all Client affiliates and Permitted Users; and (b) shall use its best efforts to protect the security of the Cloud Services.

7. **LIMITATION OF LIABILITY.**

- 7.1. WELLSKY'S MAXIMUM LIABILITY FOR DAMAGES TO CLIENT FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, IS LIMITED TEN MILLION DOLLARS (\$10,000,000.00).
- 7.2. NEITHER WELLSKY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES,

OR FOR ANY CLAIM BY A THIRD-PARTY AGAINST CLIENT. WellSky shall not be deemed to be engaged, directly or indirectly, in the practice of medicine or the dispensing of medical services, nor shall it be responsible or liable for the use, application, or interpretation of any information, results, or product generated by or resulting from the Services or arising from the Client's use of the Services.

8. **INDEMNIFICATION.**

- 8.1. WellSky Indemnity. WellSky shall defend, indemnify, and hold Client and its officers, directors, and employees harmless from and against any third-party claims, suits, liabilities, obligations, judgments, and causes of action ("Third-Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of any claim that the Cloud Services infringes any currently existing United States patent or copyright, or misappropriates any trade secret, of any third-party. If Client's use of the Cloud Services is finally enjoined, WellSky shall, at its sole option and expense, and as Client's sole and exclusive remedy, either: (a) secure for Client the right to continue to use the Cloud Services; (b) replace, modify or correct such Cloud Services to avoid such infringement, or (c) terminate the Agreement and refund to Client, as applicable, any prepaid amounts for Cloud Services not yet performed. WellSky's indemnification obligations shall not apply if the Third-Party Claim results from: (i) modifications of the Cloud Services by Client or third parties; (ii) use of the Cloud Services with non-WellSky software or equipment; or (iii) use of the Cloud Services in violation of this Agreement, Applicable Law, or not in conformance with the Documentation.
- 8.2. Client Liability. Client shall be solely liable for any Third-Party Claim and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Client's use of the Cloud Services or any claim by any party receiving services from Client in connection with the Cloud Services.
- 8.3. Indemnification Procedures. To be indemnified, the party seeking indemnification must: (a) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); provided,



however, that failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are prejudiced thereby, and; (b) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third-Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

9. **TERM AND TERMINATION OF LICENSE AND AGREEMENT.**

9.1. Term. If applicable, the right to access the Cloud Services is set forth in an Order Form. This Agreement remains in effect until all Services expire or are terminated in accordance with this Agreement.

9.2. Termination. This Agreement shall terminate when all Services expire or are terminated or sooner as provided in this Section 10. Either Party may terminate this Agreement and the licenses and/or right to access granted herein if: (a) the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same, except in the case of failure to pay fees when due, which must be cured within ninety (90) days after receipt of written notice from WellSky; or (b) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing. Failure to use the Cloud Services and Upgrades thereto in accordance with Applicable Law is a material breach of this Agreement.

9.3. Effect of Termination. Upon termination of this Agreement, Client shall immediately cease all use of the Sublicensed Software and/or

Cloud Services, and the licenses granted and all other rights of Client under this Agreement shall terminate and revert to WellSky. Client shall, within thirty (30) days following such termination, destroy or return to WellSky all WellSky Confidential Information and certify such return or destruction in writing to WellSky. In the event of termination for convenience, Client shall remit payment to WellSky for all fees for Services rendered up to the date of termination. Upon request in no more than sixty (60) days following termination of the Agreement, WellSky shall return all Client Data to Client in WellSky's then-current format or in another format mutually agreed upon by the Parties at no cost to Client.

9.4. Survival. The following sections shall survive termination or expiration of this Agreement: Sections 6.2 through 6.4, 7, 8, 9, 10, 11, and 12, as well as any obligation to pay fees arising prior to termination or expiration.

10. **CONFIDENTIAL INFORMATION.** Each Party shall (a) secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care; (b) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement; (c) require their respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and (d) not transfer, display, convey, or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Either Party may disclose the other Party's Confidential Information to the extent required by Applicable Law or regulation, including without limitation any applicable Freedom of Information or sunshine law, or by order of a court or other governmental entity, in which case the disclosing Party shall use good faith efforts to notify the other Party as soon as practical prior to such disclosure to

provide an opportunity to respond or object to the disclosure.

11. **REGULATORY COMPLIANCE.**

11.1. General. WellSky shall make available to the Secretary of Health & Human Services or Comptroller General of the United States its books, documents, and records necessary to verify the nature and extent of the costs of those Services. Said access shall be limited to a period of four (4) years after the provision of the applicable services hereunder.

11.2. HIPAA. The Parties agree to the terms of the Business Associate in effect between the Parties.

12. **GENERAL PROVISIONS.**

12.1. Force Majeure. Neither Party shall be liable for any loss, damages, or penalty (other than the obligation to pay money) resulting from any failure to perform due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, acts of God, labor disputes, acts of terrorism, war, epidemic, unavailability of components, acts of governmental authorities or judicial action, compliance with laws, or material interruption in telecommunications or utility service. The delayed party shall perform its obligations within a reasonable time after the cause for the failure has been remedied, and the other party shall accept the delayed performance.

12.2. Data Use. Intentionally omitted.

12.3. Injunctive Relief. Client acknowledges that any breach by Client of Section 2.3 or 10 of this Agreement shall cause WellSky irreparable harm not compensable with money damages, and that in the event of such breach, WellSky shall be entitled to seek injunctive relief from any court of competent jurisdiction.

12.4. Assignment. Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, WellSky may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of WellSky's assets or other

change of control transaction without any consent from Client.

12.5. Relationship of the Parties. WellSky is an independent contractor, and none of WellSky's employees or agents shall be deemed employees or agents of Client. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership, or joint venture relationship between the Parties.

12.6. Export. Client agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority, and not to transfer, or authorize the transfer of, the Sublicensed Software to a prohibited country or otherwise in violation of any such restrictions or regulations.

12.7. Notices. All notices, requests, demands or other communication required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested. The sender shall address all notices, requests, demands or other communication to the recipient's address as set forth on the first page of this Agreement, and in the case of WellSky, to the attention of President and General Counsel and in the case of Client, to the attention of DHHR Secretary.

12.8. Severability. If any provision of this Agreement or any Order Form adopted in connection herewith is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.

12.9. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of this Agreement. In the event of a conflict between this Agreement and an Order Form, the Agreement shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a written agreement signed by all of the Parties hereto. No waiver or consent granted for one matter or

incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.

- 12.10. Discounts. Client is reminded that if the purchase includes a discount or loan, Client may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law – see 42 CFR 1001.952 (h).
- 12.11. Purchase Orders; Acceptance of Quotes; Access. If Client submits its own terms which add to, vary from, or conflict with the terms herein in Client's acceptance of a price quotation or in a purchase order, or to WellSky's employees, agents, and/or contractors in the course of WellSky providing the Services, any such terms are of no force and effect and are superseded by this Agreement.
- 12.12. Informal Dispute Resolution. The Parties agree that the performance of this Agreement shall be enhanced by the timely resolution of any dispute between them. Therefore, before either Party files a lawsuit for a breach of this Agreement (except in circumstances where a Party is seeking emergency injunctive relief) the Parties hereby agree to submit to the following resolution process: (i) the aggrieved Party shall provide the other Party written

notice that dispute resolution is required with a detailed description of the issues causing the dispute; (ii) within 10 business days thereafter, both Parties will appoint a representative (who must be a Deputy Commissioner or higher and have the authority to resolve disputes) and give notice to the other Party of the name and title of the representative; and (iii) within 10 business days thereafter the named representatives shall meet in person at Client's site with the sole purpose of resolving the issues causing the dispute. Neither Party shall be compensated for any time or expense related to the dispute resolution process.

- 12.13. California Consumer Privacy Act. The Parties agree that the California Consumer Privacy Act under Cal. Civ. Code § 1798 *et seq.* ("CCPA") may be applicable to the Agreement. If applicable, WellSky shall be deemed a "service provider" under the CCPA if WellSky receives the "personal information" of any "consumer" for "processing" on Client's behalf.
- 12.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

IN WITNESS WHEREOF, the Parties have entered into this Master License and Services Agreement as of the date of the last signature below.

WEST VIRGINIA DEPARTMENT OF  
HEALTH AND HUMAN RESOURCES:

By: 

Name: Cynthia Beane

Its: Commissioner

Date: 6/15/22

WELLSKY CORPORATION:

By: 

Name: Stephen Rosenberg

Its: SVP Human and Social Services

Date: April 13 2022

## EXHIBIT A

- a. **"Affiliate"** means with respect to WellSky, any other entity directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with such entity.
- b. **"Applicable Law"** means any law or regulation, or related administrative agency requirement affecting or governing the features, functionality, use, or testing of any of the Cloud Services.
- c. **"Client Data"** means all electronic data or information submitted by Client to the Services but excluding Deidentified Data (as defined below).
- d. **"Cloud Services"** means, collectively, the WellSky software as a service offering listed in an Order Form and defined in the Documentation, including (i) the WellSky hosted software and any upgrades, enhancements, or new releases thereto, (ii) hardware and other equipment at WellSky's hosting site, and (iii) use of the telephone support for Client in the operation of the Cloud Services. The term "Cloud Services" does not include Professional Services.
- e. **"Concurrent User"** means each Client workstation able to simultaneously access the System at any given moment, for purposes of updating the System.
- f. **"Confidential Information"** means (i) the Documentation, (ii) the design and architecture of the database, (iii) the terms and conditions of this Agreement, and (iv) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third-party not under an obligation of confidentiality.
- g. **"Control"** over an Affiliate means (a) ownership of at least fifty percent (50%) of such Affiliate, or (b) the right to determine management direction of such Affiliate.
- h. **"Deidentified Data"** means Client Data that is deidentified by WellSky and such deidentification is certified by a third-party as compliant with the deidentification standards under HIPAA or otherwise meets the deidentification requirements under HIPAA.
- i. **"Documentation"** means the most recent documentation of the functional operation and interoperability of the Cloud Services.
- j. **"FDA Clearance"** means the 510(k) clearance received by WellSky from the Food and Drug Administration that authorizes the commercialization of the Regulated Cloud Services and sets forth the specific parameters of use for the Regulated Cloud Services operating environment, as applicable.
- k. **"First Productive Use"** means the day Client begins using any part of the Cloud Services in a live production environment.
- l. **"Hardware"** means any computer hardware (including, as applicable, embedded or bundled third-party software provided as a component of such hardware) identified in an Order Form to be purchased by Client from WellSky.
- m. **"Order Form"** means a work authorization executed by the Parties from time to time, including the Order Forms(s) attached hereto setting forth the items being purchased by the Client, scope of use, pricing, payment

terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.

- n. **"Patient/Client Census"** means the number of patients or clients that Client is treating, calculated as described in the applicable Order Form.
- o. **"Permitted User"** means an authorized user of the Sublicensed Software and/or Cloud Services as described in the applicable Order Form.
- p. **"Professional Services"** means, collectively, the implementation, installation, data conversion, validation, or training services provided by WellSky under or in connection with this Agreement.
- q. **"Regulated Cloud Services"** means Cloud Services that are subject to the 510(k) clearance requirements as promulgated by the United States Food and Drug Administration.
- r. **"Services"** means the Cloud Services and the Professional Services set forth in an Order Form.
- s. **"Site"** means each of the Client facility or facilities specified in an Order Form and for whom Client (a) owns at least 50%, or (b) has the right to determine management direction.
- t. **"Sublicensed Software"** shall mean those programs provided to WellSky by a third-party, which WellSky sublicenses to Client hereunder, for use with the Cloud Services, and any Upgrades thereto, provided to Client by WellSky under the terms of this Agreement or as identified in any Order Form.
- u. **"Upgrade"** means the provision of any error corrections, bug fixes, enhancements, and/or new features to the Cloud Services that WellSky makes generally commercially available to its clients who have current Cloud Services subscriptions. Upgrades do not include modules or features that WellSky prices and markets separately.
- v. **"Validation"** means the procedure performed by Client to validate the Regulated Cloud Services pursuant to certain rules and regulations promulgated by the Food and Drug Administration.
- w. **"Warranty Period"** means either the period set forth in an Order Form, or if not specified, twelve months from the execution of the applicable Order Form.
- x. **"Work Product"** means any technology, documentation, software, procedures developed, conceived or introduced by WellSky in the course of WellSky performing Services, whether acting alone or in conjunction with Client or its employees, Permitted Users, affiliates or others, designs, inventions, methodologies, techniques, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

**EXHIBIT B**  
**WELLSKY CLOUD SERVICES SUPPORT TERMS**

This Exhibit B sets forth certain WellSky Cloud Services support requirements. From time-to-time, these obligations may change upon notice by WellSky to Client. This Exhibit B only applies to Cloud Services.

1. DEFINITIONS.

- 1.1. **"Access Protocols"** means industry standard internet access protocols through which WellSky makes the Cloud Services accessible to the Client which includes, unless otherwise specified by the product or service contract for, HTTPS and FTPS.
- 1.2. **"Core System Functionality"** means functionality that does require real time availability for effective use of Cloud Services. Core system functionality includes all features required to commence a user session and performs end user operations, including create, read, update and delete operations.
- 1.3. **"Non-Core System Functionality"** means functionality that does *not* require real time availability for effective use of the Cloud Services. This explicitly includes, but is not limited to, reporting and background batch processing.
- 1.4. **"Scheduled Downtime"** means the time which the Core System Functionality is unavailable for access to Client's active Permitted Users according to the Access Protocols, due to scheduled system maintenance performed by or on behalf of WellSky.
- 1.5. **"Unscheduled Downtime"** means the time during which the Core System Functionality is unavailable for access by Client's Permitted Users according to the Access Protocols, other than for Scheduled Downtime and the exceptions otherwise stated in the Agreement. Unscheduled Downtime will not include, without limitation, any downtime arising from: (i) Client's breach of any provision of the Agreement; (ii) non-compliance by Client with any provision of the Agreement; (iii) incompatibility of Client's equipment or software with the Cloud Services; (iv) poor or inadequate performance of Client's systems; (v) Client's equipment failures; (vi) acts or omissions of Client or its Permitted Users, contractors or suppliers; (vii) telecommunication or transportation difficulties; (viii) Client's network and internet service provider, (ix) public internet, (x) security exposure, or (xi) force majeure (as described in the Agreement).

2. TERM.

UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, SUPPORT FOR THE CLOUD SERVICES ARE AVAILABLE AS OF THE EFFECTIVE DATE OF THE APPLICABLE ORDER FORM(S) AND SHALL CONTINUE UNTIL TERMINATION OF THE APPLICABLE CLOUD SERVICES AS PERMITTED IN THE AGREEMENT AND/OR THE APPLICABLE ORDER FORM.

3. TELEPHONE SUPPORT.

WellSky shall provide telephone and portal issue support to assist Client with the use of the Cloud Services and to assist with issue resolution during the term of this Agreement. The portal support will be available 24 hours a day and telephone support will be available during the hours posted by WellSky.

4. AVAILABILITY.

After First Productive Use and during the Term, WellSky shall use commercially reasonable efforts to provide the Cloud Services via the Internet twenty-four (24) hours a day, seven (7) days a week, in accordance with the terms of the Agreement.

Periodically, WellSky will require Scheduled Downtime. Scheduled Downtime will normally be scheduled outside of normal business hours, with twenty-four (24) hours' notice, or in the event of a more urgent need WellSky may give less



notice to resolve an immediate security need. It is anticipated that there will be weekly scheduled downtime for system maintenance, WellSky will post the standard downtime publicly for all WellSky clients.

Client acknowledges and agrees that, from time to time, the Cloud Services may be inaccessible or inoperable for the following reasons: (i) equipment malfunctions; (ii) periodic maintenance; or (iii) catastrophic events beyond the control of WellSky or that are not reasonably foreseeable by WellSky, including interruption or failure of telecommunication or digital communication links or hostile network attacks. Client shall report any Unscheduled Downtime by calling WellSky client support with the provided support number within one (1) day of its occurrence.

#### 5. UPGRADES.

During the Term of the Cloud Services, WellSky may make Upgrades available to Client pursuant to WellSky's standard release cycle. WellSky reserves the right to determine the content and availability of all Cloud Services, including without limitation, Upgrades. Any enhancements or additions made to an interface as requested by Client are not part of this Exhibit B and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Client with each Upgrade.

#### 6. INTERNET CONNECTION DEPENDENCE.

The performance and availability of the Cloud Services are directly dependent upon the quality of Client's Internet connection. WellSky will aid the Client in determining the quality of their Internet connection via the use of tools designed to measure throughput. This information may then be used to make an informed decision by Client regarding Internet Service Provider ("ISP") selection. Failure of the Client's Internet connection to maintain satisfactory throughput and latency is outside the scope of WellSky's responsibility and should be addressed by Client directly with the ISP. WellSky cannot be held responsible for Internet infrastructure failures.

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): West Virginia Department of Health and Human Resources

Vendor: WellSky Corporation

Contract/Lease Number ("Contract"): CMA BMS2200000003

Commodity/Service: Incident Management Solution

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – 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 licenses, subscriptions, or maintenance may be paid annually in advance.  
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. 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.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.  
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.  
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. 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.  
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia Department of Health & Human Resources

By: Robert Price

Printed Name: Robert Price

Title: Administrative Services Manager II

Date: 06/15/2022

Vendor: Wellsky Corporation

By: Akash Raj

Printed Name: Akash Raj

Title: Chief Financial Officer

Date: 4/13/22

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).



- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency



f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an Individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agency/li.htm](http://www.state.wv.us/admin/purchase/vrc/agency/li.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance In Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: WDHHR / BMS

Signature: Cy M. Bern

Title: Commissioner

Date: 6-1-22

Name of Associate: Willky Corporation

Signature: Shane Ray

Title: Chief Financial Officer

Date: 4/13/22

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF June 20 13  
BY Patrick Morrisey  
Attorney General



Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: WellSky Corporation

Name of Agency: DHNR/BMS

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Member + Provider Claims + Profiles



**AMENDMENT 1 TO THE**  
**WV STATE GOVERNMENT**  
**HIPAA BUSINESS ASSOCIATE ADDENDUM**

Associate and Agency agree to the modifications to the WV State Government Business Associate Addendum as set forth in this Amendment 1.

1. Subsection g. [Retention of PHI] under Section 3 [Obligations of Associate] shall be revised as follows:

g. Retention of PHI. ~~Notwithstanding section 4.c. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law. Intentionally omitted~~

2. Subsection h. [Agent's, Subcontractor's Compliance] under Section 3 [Obligations of Associate] shall be revised as follows:

h. Agent's, Subcontractor's Compliance. ~~The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer.~~ The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. ~~The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down.~~ Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

3. The first sentence of Subsection k. [Security] under Section 3 [Obligations of Associate] shall be revised as follows:

The Associate shall take all steps reasonably necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable.

4. Subsection l. [Notification of Breach] under Section 3 [Obligations of Associate] shall be revised as follows:

l. Notification of Breach. During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology ~~immediately~~ promptly, but in no event longer than 72 hours, by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within ~~5 days~~ 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. provided that this Addendum shall constitute notice by Associate to Agency of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents including, but not be limited to, pings and other broadcast attacks on Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the foregoing, so long as any such incident does not result in unauthorized access, use or disclosure of PHI or material disruption of Associate's information systems. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and, unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within ~~72 hours~~ 10 days following notice of the discovery, the Associate shall ~~notify~~ report to the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; and (e) A description of the probable causes of the improper use or disclosure, ~~and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.~~

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of Agency to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure.

Associate shall be responsible for any fines or penalties assessed by applicable regulatory authorities, notification costs (including any investigation costs), and credit monitoring any of which arise solely out of a breach of this Addendum by Associate. All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

5. Subsection m. [Assistance in Litigation or Administrative Proceedings] under Section 3 [Obligations of Associate] shall be revised as follows:

m. Assistance in Litigation or Administrative Proceedings. The Associate shall make itself and any subcontractors (to the extent authorized), workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is named as an adverse party.

6. Subsection c. [Termination for Cause] under Section 4 [Addendum Administration] shall be revised as follows:

c. Termination for Cause. Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement and Associate fails to cure such violation within thirty (30) days of Agency's notice to Associate setting forth the violation. Agency may terminate immediately for Associate's material violation if cure is not possible. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

7. Subsection d. [Judicial or Administrative Proceedings] under Section 4 [Addendum Administration] shall be revised as follows:

d. Judicial or Administrative Proceedings. The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for

violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution as required by law.

8. Subsection e. [Survival] under Section 4 [Addendum Administration] shall be revised as follows:

c. The respective rights and obligations of Associate under this Addendum intended to survive termination shall survive the termination of the underlying Agreement.

9. Subsection c. [Electronic Transmission] under Section 5 [General Provisions/Ownership of PHI] shall be revised as follows:

c. Electronic Transmission. Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency. Nothing in this Section shall prevent Associate from providing Services under the Contract.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the date of last signature below.

WEST VIRGINIA DEPARTMENT OF  
HUMAN RESOURCES

WELLSKY CORPORATION

By: Cynthia Beane

By: Akash Raj

Name: Cynthia Beane

Name: Akash Raj

Its: Commissioner

Its: Chief Financial Officer

Date: 6-1-22

Date: 4/13/22

**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: WellSky Corporation

By: Cynthia Beane  
Printed Name: Cynthia Beane  
Title: Commissioner  
Date: 6-1-22

By: Stephen Greenberg  
Printed Name: Stephen Greenberg  
Title: SVP Human & Social Services  
Date: April 13, 2022

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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Government Works.

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