



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

State of West Virginia
Contract

Order Date: 06-05-2025

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:	CCT 0506 2990 MCH2300000002 5	Procurement Folder:	1061164
Document Name:	MULTI-TIERED WEB-BASED RESOURCE AND E-REFERRAL SYSTEM	Reason for Modification:	Change Order 2 To Renew Contract
Document Description:	MULTI-TIERED WEB-BASED RESOURCE AND E-REFERRAL SYSTEM		
Procurement Type:	Central Sole Source		
Buyer Name:	Crystal G Hustead		
Telephone:	(304) 558-2402		
Email:	crystal.g.hustead@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-09-02
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-09-01

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: VS0000040377 AUNT BERTHA A PUBLIC BENEFIT CORPORATION 3429 EXECUTIVE CENTER DR SUITE 100				Requestor Name: Christine L Basham Requestor Phone: (304) 356-4930 Requestor Email: christine.l.basham@wv.gov	
AUSTIN		TX	78731		
US					
Vendor Contact Phone: 5127508480		Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage		Discount Days	
#1	No	0.0000		0	
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

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

Total Order Amount: \$1,185,265.00

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tanya 6/10/25</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>6-17-25</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:**Change Order**

Change Order No.2 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective date of renewal: 09/02/2024 through 09/01/2025

Renewal Years Remaining: 0

No other changes

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81161501	0.00000		0.000000	\$75,000.00
Service From	Service To	Manufacturer	Model No		
2022-09-02	2023-09-01				

Commodity Line Description: Enterprise + Platform

Extended Description:

Enterprise + Platform

One (1) Customer Branded Staff Site and One (1) Customer Branded Community Site

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81161501	0.00000		0.000000	\$105,000.00
Service From	Service To	Manufacturer	Model No		
2022-09-02	2023-09-01				

Commodity Line Description: Customer Success and Technical Project Management

Extended Description:

Customer Success and Technical Project Management

Implementation support, ongoing customer success management, and technical project management.

Hands on implementation management, including project scoping, project plan development, meeting scheduling and facilitation

Best practices and guidance around KPIs and outcomes

Project plan management

weekly PM calls, starting with Project Kickoff, continuing through Go-Live Readiness and Optimization Planning

Hands on technical configuration support, including subdomains, system integrations design and troubleshooting

System administrator training

Assessment design

Rollout schedule development

Rollout support and execution (including workflow scoping, training and optimization for each location)

Unlimited webinar training + train the trainer course

CB0 engagement best practices

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81161501	0.00000		0.000000	\$285,000.00
Service From	Service To	Manufacturer	Model No		
2022-09-02	2023-09-01				

Commodity Line Description: Community Engagement
Trusted Networ+Solution
for Enterpr

Extended Description:

Community Engagement Trusted Network+ Solution for Enterprise Customers

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81161501	0.00000		0.000000	\$75,000.00
Service From	Service To	Manufacturer		Model No	
2023-09-02	2024-09-01				

Commodity Line Description: Enterprise + Platform (YR 2)

Extended Description:
Enterprise + Platform - (Year 2)
One (1) Customer Branded Staff Site and One (1) Customer Branded Community Site

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	81161501	0.00000		0.000000	\$95,000.00
Service From	Service To	Manufacturer		Model No	
2023-09-02	2024-09-01				

Commodity Line Description: Customer Success and Technical Project Management-YR2

Extended Description:
Customer Success and Technical Project Management (Year 2)
Implementation support, ongoing customer success management, and technical project management.
Hands on implementation management, including project scoping, project plan development, meeting scheduling and facilitation
Best practices and guidance around KPIs and outcomes
Project plan management
weekly PM calls, starting with Project Kickoff, continuing through Go-Live Readiness and Optimization Planning
Hands on technical configuration support, including subdomains, system integrations design and troubleshooting
System administrator training
Assessment design
Rollout schedule development
Rollout support and execution (including workflow scoping, training and optimization for each location)
Unlimited webinar training + train the trainer course
CB0 engagement best practices

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	81161501	0.00000		0.000000	\$285,000.00
Service From	Service To	Manufacturer		Model No	
2023-09-02	2024-09-01				

Commodity Line Description: Community Engagement Trusted Networ+Solution YR2

Extended Description:
Community Engagement Trusted Network+ Solution for Enterprise Customers - (YR 2)

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
7	81161501	0.00000		0.000000	\$43,725.00
Service From	Service To	Manufacturer		Model No	
2024-09-02	2025-09-01				

Commodity Line Description: Enterprise + Platform-YR3

Extended Description:
Enterprise + Platform - YR3
One (1) Customer Branded Staff Site and One (1) Customer Branded Community Site

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
8	81161501	0.00000		0.000000	\$55,385.00
Service From		Service To		Manufacturer	Model No
2024-09-02		2025-09-01			

Commodity Line Description: Customer Success and Technical Project Management-YR3

Extended Description:

Customer Success and Technical Project Management (YR3)
 Implementation support, ongoing customer success management, and technical project management.
 Hands on implementation management, including project scoping, project plan development, meeting scheduling and facilitation
 Best practices and guidance around KPIs and outcomes
 Project plan management
 weekly PM calls, starting with Project Kickoff, continuing through Go-Live Readiness and Optimization Planning
 Hands on technical configuration support, including subdomains, system integrations design and troubleshooting
 System administrator training
 Assessment design
 Rollout schedule development
 Rollout support and execution (including workflow scoping, training and optimization for each location)
 Unlimited webinar training + train the trainer course
 CB0 engagement best practices

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
9	81161501	0.00000		0.000000	\$166,155.00
Service From		Service To		Manufacturer	Model No
2024-09-02		2025-09-01			

Commodity Line Description: Community Engagement Trusted Networ+SolutionYR3

Extended Description:

Community Engagement Trusted Network+ Solution for Enterprise Customers - YR3



Findhelp
7300 Ranch Road 2222,
Building I
Austin, TX 78730
(512) 717-0518
company.findhelp.com

April 18, 2025

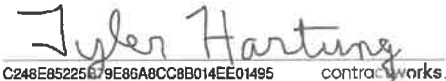
Secretary Mac Warner
Secretary of State of West Virginia
Office of the West Virginia Secretary of State
497 Miller Road
Ridgeley, West Virginia 26753

Sent via email:

Dear Secretary of State Warner,

Aunt Bertha, a Public Benefit Corporation, also doing business as findhelp and findhelp.org, agrees to consecutively renew and extend the following agreement with the State of West Virginia: Contract/Purchase Order No. CCT 0506 2990 MCH2300000002 (Document Name: Multi-tiered Web-based Resource and E-Referral System) with the WV DH Bureau for Public Health Office of Maternal, Child and Family Health effective September 02, 2024 through September 01, 2025, according to all terms, conditions, prices and specifications contained in the original contract including any authorized change orders.

Sincerely,


C248E85225679E86A8CC8B014EE01495 contractworks.

Tyler Hartung
VP of Revenue Operations
Findhelp, a Public Benefit Corporation
thartung@findhelp.com


Agree



Basham, Christine L <christine.l.basham@wv.gov>

Subject: Request for Renewal Documents for CCT MCH2300000002 AUNT BERTHA A PUBLIC BENEFIT CORP.

Kraig Dalton <kdalton@findhelp.com>

Wed, Jun 4, 2025 at 3:06 PM

To: "Basham, Christine L" <christine.l.basham@wv.gov>

Cc: "Miller, Jodie F" <jodie.f.miller@wv.gov>

Hey Christy,

Happy Wednesday! I am confirming that we are fine with the 12 month vs the 7 month with no change to the price. Please let me know if you need anything else from me.

Thanks!

[Quoted text hidden]

[Quoted text hidden]



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

State of West Virginia
Central Sole Source Determination
Info Technology

Proc Folder: 1061164			Reason for Modification:
Doc Description: DIRECT AWARD-SOCIAL SERVICE RESOURCE AND REFERRAL PLATFORM			
Proc Type: Central Sole Source			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-16	2022-08-30 13:30	CSSD 0506 MCH2300000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON
US

VENDOR

Vendor Customer Code:		
Vendor Name :		
Address :		
Street :		
City :		
State :	Country :	Zip :
Principal Contact :		
Vendor Contact Phone:	Extension:	

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**DIRECT AWARD POSTING**

THE WEST VIRGINIA PURCHASING DIVISION HAS BEEN REQUESTED TO APPROVE A DIRECT AWARD FOR A SOCIAL SERVICE RESOURCE AND REFERRAL PLATFORM. PURSUANT TO WV CODE 5A-3-10C, THE PURCHASING DIVISION IS ATTEMPTING TO DETERMINE WHETHER THE COMMODITY OR SERVICE IS A DIRECT AWARD PROCUREMENT.

INTEREST IN PROVIDING THE COMMODITY OR SERVICE MUST BE SENT IN WRITING PRIOR TO THE SOLICITATION CLOSE DATE AND TIME TO CRYSTAL.G.HUSTEAD@WV.GOV

SEE THE ATTACHED APPROVED WV-65 FOR ADDITIONAL INFORMATION.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Enterprise + Platform				

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Enterprise + Platform

One (1) Customer Branded Staff Site and One (1) Customer Branded Community Site

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Customer Success and Technical Project Management				

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Customer Success and Technical Project Management
Implementation support, ongoing customer success management, and technical project management.
Hands on implementation management, including project scoping, project plan development, meeting scheduling and facilitation
Best practices and guidance around KPIs and outcomes
Project plan management
weekly PM calls, starting with Project Kickoff, continuing through Go-Live Readiness and Optimization Planning
Hands on technical configuration support, including subdomains, system integrations design and troubleshooting
System administrator training
Assessment design
Rollout schedule development
Rollout support and execution (including workflow scoping, training and optimization for each location)
Unlimited webinar training + train the trainer course
CB0 engagement best practices

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Community Engagement Trusted Networ+Solution				

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Community Engagement Trusted Network+ Solution for Enterprise Customers

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Enterprise + Platform-YR2				

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Enterprise + Platform - (Year 2)

One (1) Customer Branded Staff Site and One (1) Customer Branded Community Site

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Customer Success and Technical Project Management-YR2				

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Customer Success and Technical Project Management (Year 2)

Implementation support, ongoing customer success management, and technical project management.

Hands on implementation management, including project scoping, project plan development, meeting scheduling and facilitation

Best practices and guidance around KPIs and outcomes

Project plan management

weekly PM calls, starting with Project Kickoff, continuing through Go-Live Readiness and Optimization Planning

Hands on technical configuration support, including subdomains, system integrations design and troubleshooting

System administrator training

Assessment design

Rollout schedule development

Rollout support and execution (including workflow scoping, training and optimization for each location)

Unlimited webinar training + train the trainer course

CB0 engagement best practices

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Community Engagement Trusted Networ +Solution YR2				

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Community Engagement Trusted Network+ Solution for Enterprise Customers - (YR 2)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Enterprise + Platform-YR3 (7mo)				

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Enterprise + Platform - YR3 (7mo)

One (1) Customer Branded Staff Site and One (1) Customer Branded Community Site

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Customer Success and Technical Project Management-YR3 (7mo)				

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Customer Success and Technical Project Management (YR3 (7mo)
Implementation support, ongoing customer success management, and technical project management.
Hands on implementation management, including project scoping, project plan development, meeting scheduling and facilitation
Best practices and guidance around KPIs and outcomes
Project plan management
weekly PM calls, starting with Project Kickoff, continuing through Go-Live Readiness and Optimization Planning
Hands on technical configuration support, including subdomains, system integrations design and troubleshooting
System administrator training
Assessment design
Rollout schedule development
Rollout support and execution (including workflow scoping, training and optimization for each location)
Unlimited webinar training + train the trainer course
CB0 engagement best practices

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Community Engagement Trusted Network +SolutionYR3 (7mo)				

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Community Engagement Trusted Network+ Solution for Enterprise Customers - YR3 (7mo)

SCHEDULE OF EVENTS
Line Event Event Date



West Virginia Purchasing Division

**DIRECT AWARD POSTING:
Agency Request and Public Notice Form**

Public Notice Instructions

Statutory Authority: Pursuant to *West Virginia Code* §5A-3-10c, a state agency may request, and the Director of Purchasing may award, a contract directly to a vendor without competitive bidding if certain requirements are met. Those requirements include providing the Purchasing Division with justification to support the Direct Award, along with providing certain information to the vendor community for a period of no less than 10 business days.

Agency Request: The agency identified below has requested that the Purchasing Division make a Direct Award to the vendor identified below to provide the commodity or service identified below. The support for the Direct Award, and any additional documentation has been included in this form or as an attachment.

Vendor Interest: Any vendor interested and able to provide the commodity or service in question must make their interest known, prior to the deadline published in wvOASIS, by expressing such interest in writing to the Purchasing Division Buyer identified as the appropriate contact in wvOASIS. If interest is expressed and deemed to be valid by the Purchasing Division, this Direct Award will be converted to a competitive bid.

Direct Award Information

Agency / Department: WVDHHR/BPH/OMCFH/WV Home Visitation Program

Procurement Officer: Althea Greenhowe

Date of Request: 6/13/2022

1. **Provide description of commodity or service (Include a copy of any proposed contract documents):**
social services search and referral platform to formalize partnerships with community partners, child welfare providers and home visitation programs.

If requesting software as a sole source, is this software as a service?

☒ Yes ☐ No

2. **Justification showing that the direct award is in the best interest of the state:**
See attached.

3. **Basis for Direct Award:** Please select one of the following and provide details and documentation sufficient to confirm the basis.

☒ **Competition is not available from any other source:** (If this item is selected answer the question below)

A. **The agency attempted to identify other sources by:**
website searches, 211 reviews, contact with other State programs and other federal partners

☐ **No other source would be willing or able to replace the existing source without a detrimental effect on the spending unit** (Please describe the detrimental effect in detail):

4. **Other Information Required for Direct Award Posting:**

A. A time-period by which delivery must be made or performance must occur:

WV is 1 of 7 states to receive the innovation award and must complete critical activities to successfully meet grant requirements within the required timelines.

B. The price that will be paid for the commodity or service (include vendor quote):
\$1,007,370.00

C. Any limitations that a competing vendor would need to satisfy:
See attached.



Agency Procurement Officer Signature

6/13/2022

Date:

For Purchasing Division's Use Only

☐ Request to Advertise Direct Award Denied

☒ Request to Advertise Direct Award Approved



Purchasing Director / Designee Signature

8-15-2022

Date:

2. Justification showing that the direct award is in the best interest of the state:

Findhelp is the only vendor in this market that is currently under contract with a county family resource network in West Virginia that is also a Maternal, Infant, and Early Childhood Home Visiting (MIECHV) sub-recipient grantee and is launching a site that will be part of the Innovation award program.

■ Findhelp provides a service that has a public facing site and can provide DHHR with a white label to facilitate anonymous self-navigation, while also providing aggregate data on connections to resources.

■ Findhelp works with all the states MCOs (Anthem, Aetna and CareSource).

■ Findhelp is the only vendor in the market working with the state's child welfare population in foster care through its Aetna (the state's foster care MCO) relationship. Findhelp is the only vendor in the market working with a Family Resource Center under a federal grant (ACYF Community Collaborations grant which was awarded to Family Resource Center of Northern Mississippi).

● Findhelp is the only vendor in the market with a current statewide platform being used by child welfare investigators (a key goal of this Innovation award).

4. C. Any limitations that a competing vendor would need to satisfy:

1) Established relationships with the child welfare system using a closed loop referral process

2) Existing relationships with MIECHV funded sites within WV

3) MCO partnerships, including working with the State's foster care MCO

4) Experience working with community partners, including other State child welfare organizations.



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN
RESOURCES

Bill J. Crouch
Cabinet Secretary

Bureau for Public Health
Office of Maternal, Child and Family Health

Ayne Amjad, MD, MPH
Commissioner & State Health Officer

MEMORANDUM

DATE: April 27, 2022

TO: Lesley Walizer, Director of Purchasing
WV Department of Health and Human Resources
Bureau for Public Health

Christy Basham, Administrative Services Asst I
WV Department of Health and Human Resources
Bureau for Public Health

THROUGH: James Jeffries, Director 14
Office of Maternal, Child and Family Health

FROM: Jackie Newson, Program Manager III/s0
West Virginia Home Visitation Program

RE: Social Service Resource and Referral Platform

The West Virginia Home Visitation Program was awarded a federal innovation grant for a two year and 5-month time frame. West Virginia was one of seven states awarded the \$2 million grant. The primary purpose of the grant is to formalize community partnerships including the child welfare system. The social service resource and referral platform required has multiple unique features required to implement a Statewide system. The required vendor must allow closed referral loops, set up eligibility screeners and meet all the requirements outlined in the awarded federal grant.

Below are the bulleted items indicating how findhelp should be considered a sole source:

- Findhelp worked with the Office of Maternal, Child and Family Health (OMCFH) to write a grant application incorporating its technology in alignment with the innovation grant's priorities and award criteria.
- Findhelp partnered with OMCFH to build in collaboration with Bureau for Medical Services and Bureau for Children and Families (BCF) related to how the screening and referral activity as part of this grant can be coordinated with the managed care organizations (MCOs) and Child Protective Services.
- The Health Resources and Services Administration (HRSA) awarded the grant to Department of Health and Human Resources (DHHR) based on an application its unique capabilities for this resource/referral for families and community partners.
 - Findhelp is the only vendor in this market that is currently under contract with a county family resource network in West Virginia that is also a Maternal, Infant, and Early Childhood Home Visiting (MIECHV) sub-recipient grantee and is launching a site that will be part of the Innovation award program.
 - A key requirement of the technology approach is providing families the ability to self-navigate, anonymously, to available community resources.
 - Findhelp provides a service that has a public facing site and can provide DHHR with a white label to facilitate anonymous self-navigation, while also providing aggregate data on connections to resources.
- Findhelp is the only vendor in the market currently working with any of the state's MCOs.
 - Findhelp works with all the state's MCOs (Anthem, Aetna and CareSource).
 - The MCOs use Findhelp as their public facing site and their care managers are trained to use the platform and it is embedded as part of their social and structural determinants of health (SSSDOH) response.
 - Findhelp is the only vendor in the market working with the state's child welfare population in foster care through its Aetna (the state's foster care MCO) relationship.
 - This is vitally important since many of the families connected with the MIECHV program that will benefit by use of the tool are involved with the child welfare system.
- Findhelp is the only vendor in the market working with a Family Resource Center under a federal grant (ACYF Community Collaborations grant which was awarded to Family Resource Center of Northern Mississippi).
 - Findhelp is working as a grantee in a similar manner to this HRSA innovation grant and working with at-risk families to help connect them to services.
- Findhelp is the only vendor in the market with a current statewide platform being used by child welfare investigators (a key goal of this Innovation award).

- Findhelp is currently working with Florida Department of Children and Families (DCF). DCF child welfare investigators use the tool in their work of investigating families where there is a report of abuse and are using the Findhelp system to connect families to services to reduce crisis and promote evidence-based practices like home visiting.
- As specified the grant application approved by HRSA, Findhelp can provide permission-based services with data sharing permissions based on the individual role (i.e., home visitor, CPS investigator, West Virginia Home Visiting Program management etc.) and level of access relative to the user's coordination of care responsibilities.
 - These controls allow for referral services to take place and information to be shared safely and securely while maintaining privacy and control for families. For information to be shared with community-based organizations or other service providers, consent will be required for each referral made.
 - This per-referral opt-in consent model aligns with privacy policies of DHHR, and parental consent requirements present in national models, and Findhelp is the only vendor in the market that can provide this privacy model.
- Findhelp offers free tools and training to community-based organizations and does not require exclusive contracts with community-based organizations.
 - This approach allows for a broad and open network to allow families access to a wide range of services.

Order Form and Government Customer Subscription Terms

Customer: West Virginia Department of Health and Human Resources ("Customer")

Address: 350 Capitol Street, Suite 206

City, State, Zip: Charleston, West Virginia 25301

Upon execution of this Order Form, Customer and Aunt Bertha, a Public Benefit Corporation ("Aunt Bertha", also doing business as findhelp and findhelp.org) will be parties to a legally binding contract consisting of this order form ("Order Form") and the attached State and Local Government Entity Subscription Services Customer Agreement and the separately executed State of West Virginia Addendum to Vendor's Standard Contractual Terms, Federal Funds Addendum, (collectively, the "Agreement"). Capitalized terms used in this Order Form will have the same meaning as set forth in the Terms.

1. Subscription Term: Initial Subscription Term: August 1, 2022 through March 31, 2025.

2. Services and Fees. The following selections indicate the Services being subscribed to by the Customer. Customer agrees to pay for the following Services provided by Aunt Bertha:

Platform Services	Fees
<input checked="" type="checkbox"/> Enterprise+ Platform One (1) Customer Branded Staff Site and One (1) Customer Branded Community Site	\$193,725 to be invoiced: \$75,000 Year One \$75,000 Year Two \$43,725 for the Seven Months of Year Three.

Additional Services	Fees
<input checked="" type="checkbox"/> Customer Success and Technical Project Management implementation support, ongoing customer success management, and technical project management. <ul style="list-style-type: none"> • Hands on implementation management, including project scoping, project plan development, meeting scheduling and facilitation • Best practices and guidance around KPIs and outcomes • Project plan management • Weekly PM calls, starting with Project Kickoff, continuing through Go-Live Readiness and Optimization Planning • Hands on technical configuration support, including subdomains, system integrations design and troubleshooting • System administrator training • Assessment design • Rollout schedule development • Rollout support and execution (including workflow scoping, training and optimization for each location) • Unlimited webinar training + train the trainer course • CEO engagement best practices 	\$225,385 to be invoiced \$105,000 Year One \$95,000 Year Two \$55,385 Seven Months of Year Three
<input checked="" type="checkbox"/> Community Engagement Trusted Network+ Solution for Enterprise Customers	\$736,115 to be invoiced: \$285,000 Year One \$285,000 Year Two \$166,155 Seven Months of Year Three



Optional

Additional Services

See Appendix A

The Platform Services Fees and API Services Fees are, collectively, the "Subscription Fees."

Total Fees For the Above-Ordered Services for the Initial Subscription Term
(2 Years and 7 Months) \$1,185,265

3. **Scope of Use** Customer is purchasing a subscription license for above-identified Aunt Bertha Services to be used within the scope by Customer and Authorized Customer Users (all Customer designated employees and contracted personnel, who are located in, and will limit their access to the Site, from within the United States) who Customer determines need access to Customer's staff Site and Customer's branded public facing Site for Community Users for Customer's operations offered within the state of West Virginia, and as is standard with all Aunt Bertha projects national coverage for Aunt Bertha provided Data, including CBO related programs and information, is included, and the public facing site is intended for public access throughout the United States.

4. **Invoice Schedule** Customer will be invoiced upon execution of this agreement for the subscription and implementation (one-time) fees and other services fees due and for the first year of the Initial Subscription Term. After the initial annual invoice, an invoice will be sent at the beginning of each following twelve-month period, or for the remainder of the then remaining part of the Initial Subscription Term if less than twelve-months remaining. Subscription Services (any items with recurring fees) added during a Subscription Term will be invoiced at an amount prorated to the Customer's next occurring annual invoice date, and all other items will be invoiced as mutually agreed in writing.

The authorized representatives of the parties have executed this Agreement effective as of the last day signed by a party.

West Virginia Department of Health and
Human Resources
("Customer")

Aunt Bertha, a Public Benefit Corporation
("Aunt Bertha")

By: Jackie Newson

By: Chad Denton

Name: Jackie Newson

Name: Chad Denton

Title: Program manager

Title: CFO

Date: July 7, 2022

Date: July 7, 2022

Thank you from the entire team at

Ok

Althea Greenhouse



findhelp

Our Mission: Connecting all people in need
and the programs that serve them (with dignity and ease).

Appendix A: Services Rate Sheet

The services listed below are for additional optional services (unless selected on the Order Form) and their corresponding rates. These services are supplemental and not required for an initial launch and are available to serve customers for ongoing needs and initiatives during and after go-live. We can provide estimated fees for any of the below services. Travel and related travel expenses (subject to Customer pre-authorization) apply for any onsite visits and trips outside of onsite training included in Implementation Fee.

Service	Rate
Branded Mobile App for a Community Site (iOS or Android)	\$10,000 per year.
Live Search Help	\$500 per month.
Data Warehouse Access	\$1,000 per month as a stand alone.
Premium Reports & Insights	\$1,500 per month (includes Data Warehouse Access)
Enterprise API Available to use within a Customer System ("System")	Price to be quoted after discussing and understanding use case.
Marketplace for Goods & Services Fulfillment	Varies based upon the transaction type and the Marketplace Supplier, subject to separate ordering and terms
Custom Development	\$225 per hour.
Non-standard Integrations and After Hours Technical Support	\$150 per hour.
Ongoing Support & Services	Customer Success Manager/Project Management - \$135 per hour Technical Advisor/Project Management - \$150/hour Community Engagement Support - \$135 per hour Reporting Services - \$150 per hour Executive Advisor - \$250 per hour
Professional Services	Priced based on scope of work
Additional Staff Trainings	Virtual Staff Trainings: \$250 per training. Onsite Staff Trainings: \$250 per training + Travel and Expenses.

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and the programs that serve them (with dignity and ease).

State and Local Government Entity Customer Subscription Services Agreement Terms

The parties agree this Customer Agreement will only apply to the extent permissible and not prohibited by laws of the State of West Virginia, in which the Customer (a state or local public governmental entity) is located and any applicable United States federal law:

Overview of Aunt Bertha Services and Options:

Aunt Bertha, a Public Benefit Corporation ("Aunt Bertha" also d/b/a findhelp and findhelp.org) provides subscription licensing options for Aunt Bertha's commercially available technology platform (including software as a service, functionality, integrations, and data sharing and communication options) for use and configuration by Customer and Customer's self-designated authorized users. Within the platform, Customer is able to set up and manage the Customer's own administrative users and other authorized users and may elect to use various automated configuration options and functionality within the subscribed Services. Aunt Bertha's standard Services do not require Aunt Bertha personnel to access Customer's sensitive data within the Services. Aunt Bertha personnel shall have no responsibility to enter any Customer data or send or receive any data on behalf of the Customer, all such options are available for use and configuration by Customer and Customer's Authorized Users. Without express written agreement by an authorized representative of Aunt Bertha, Customer agrees not to request or require Aunt Bertha to enter, receive, or request any data on behalf of the Customer.

In the event Customer may request potential customized options for professional services and unique deliverables that Aunt Bertha may be able to provide, our Aunt Bertha team will communicate and engage in good faith efforts to arrive at a mutually acceptable Statement of Work for any additional customer-specific requirements and deliverables that are outside the parameters of the current functionality and configurations available to our Customers within the Aunt Bertha Services. Such additional services would, for example, be to assist the Customer with customer specific needs and requirements, including dedicated staff augmentation, extra customized training, including for example Customer-specific additional security and screening requirements and processes, subcontractor use, and dedicated personnel.

1. DEFINITIONS

"Aunt Bertha" means Aunt Bertha, a Public Benefit Corporation, also doing business as findhelp and findhelp.org.

"Aunt Bertha API" means Aunt Bertha's application programming interface and any accompanying or related documentation, source code, executable applications and other materials made available by Aunt Bertha, including, without limitation, through its developer website and via the Platform.

"Aunt Bertha Marks" means Aunt Bertha®, and Aunt Bertha's other product and service names, trademarks, service marks, branding and logos made available for use in connection with the Services pursuant to this Agreement.

"Authorized Customer User" means, collectively Customer and any of Customer's individual employees, agents, or contractors accessing or using the Services on Customer's behalf under the rights granted to Customer pursuant to this Agreement.

"Community Based Organization" or "CBO" means an organization or program that provides community, social, or other services to individuals that is listed on the Site.

"Community User" means a member of the general public (not an Authorized Customer User) who accesses the Site.

"Confidential Information" means any and all non-public information disclosed by one party to the other party pursuant to this Agreement in any form or medium, whether oral, written, graphical or electronic, that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

"Customer Affiliate" is defined as a company which controls, is controlled by or is under common control with Customer where "control" is defined as the power to direct the management and policies of the entity in question, whether by contract, ownership of voting securities, or otherwise. A Customer Affiliate shall only be considered such for so long as such control exists.

"Customer Content" means the data, media and content submitted, stored, posted, displayed, or otherwise transmitted by Customer and Authorized Customer Users to Aunt Bertha through the Service, but does not include any data collected by Customer through use of or in connection with the Services. For clarity, Customer Content does not include Community User data or any other Non-Customer Originated Data.

"Data" means the Customer Content, Seeker Data, and Non-Customer Originated Data as it is made generally available by Aunt Bertha to Community Users and Aunt Bertha's general customer base.

"Documentation" means text and/or graphical documentation provided to Customer in accordance with this Agreement, whether in electronic or printed format, that describe the generally available features, functions and operation of the Services, and which are designed to facilitate use of the Services.

"Materials" mean collectively all the text, Non-Customer Originated Data, information, software, graphics, photographs and more, including the Documentation, the Platform and Aunt Bertha API through which Aunt Bertha offers the Services. Materials include any and all intellectual property embodied in the Materials including the Aunt Bertha Marks. Materials does not include Customer Content.

"Non-Customer Originated Data" means Aunt Bertha's vast database of content that Aunt Bertha continuously collects and stores based upon its own database of content and pursuant to separate content agreements with third parties, including its Community Users.

"Open Source Software" means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that approved by the Open Source Initiative (www.opensource.org).

"Order Form" means the ordering documents for Services purchased from Aunt Bertha that are mutually agreed upon and executed hereunder by the parties from time to time. These Customer Terms and Conditions shall be deemed incorporated into each Order Form entered between the parties (collectively, the 'Agreement').

"Platform" means a "white labeled" presentation of the Site that may be licensed by Customer pursuant to an Order Form, subject to the terms of this Agreement.

"Seeker" means the specific individual that is the subject of any referral, assessment, note, survey, or similar activity performed on or using the Site or Services.

"Seeker Data" means information about a Seeker that is processed or created by, or entered into, the Site or Services by anyone. For avoidance of doubt, forms, assessments, surveys, and similar content created by Authorized Customer User to collect such information is not Seeker Data.

"Services" means any and all services, tools, software, content, applications and functionalities as may be provided by Aunt Bertha to Customer under this Agreement, including access to and use of the Platform and the Aunt Bertha API, which is offered on a subscription basis, and the Data as presented to Aunt Bertha's general customer base through the Platform including access to and use by way of such Platform and API further described in the Order Form depending upon the Services subscribed by the Customer pursuant to the Order Form. Services include the API License, the Platform License and any or all other services purchased pursuant to an Order Form.

"Site" means, collectively, the sites located at the URL: www.findhelp.com, findhelp.org, as well as all associated sites linked or directed thereto by Aunt Bertha, its subsidiaries and affiliated companies, whether as presented to end users by Aunt Bertha or as presented by the Customer pursuant to and subject to a Platform License.

"Subscription Term" means each period of time that Customer has subscribed to the Services stated in an Order Form, or extension. Unless otherwise agreed in writing, each Subscription Term will be for consecutive twelve-month periods from acceptance by Aunt Bertha of the applicable Order Form for the Services.

"System" means, in the event that an API License is granted in the Order Form, the Customer managed software system that is listed in the Order Form with which the licensed API is permitted to interact.

"User Terms" means the "Aunt Bertha Privacy Policy" located at <https://company.findhelp.com/privacy/> and the "End User Terms of Service" located at <https://company.findhelp.com/terms/>.

2. PLATFORM LICENSE; AND API LICENSE; RELATED INTELLECTUAL PROPERTY RIGHTS, UNIQUE DELIVERABLES

2.1. **Platform License.** If Customer purchases a license to the Platform pursuant to the Order then this Section 2.1 will apply. All rights to use the Platform are subject to Customer's subscription to and payment for applicable Platform

Services that are agreed pursuant to an Order Form. In consideration of Customer's payment of applicable Fees, subject to the terms and conditions of this Agreement, including but not limited to Section 3 below, Aunt Bertha hereby grants to Customer and its Authorized Customer Users a non-exclusive, non-transferable, non-sublicensable, within the USA only, revocable right and license during the Subscription Term (i) to access, input and interact with the Data within the Platform and (ii) to use, reproduce, transmit, publicly perform, publicly display, copy, process, and measure the Data solely (1) within the Platform and to the extent required to enable the ordinary and unmodified functionality of the Platform as described in the online descriptions, and (2) for the Customer's internal business use (together "Platform Purpose"). Customer hereby acknowledges that the license hereunder is solely being provided for the Platform Purpose and not to modify or to create any derivatives based on the Data. Customer will take all reasonable measures to restrict the use of the Platform to prevent unauthorized access, including the scraping and unauthorized exploitation of the Data. Community Users who are not Authorized Customer Users do not require a separate license to be purchased on such Community User's behalf by Customer. A Community User is granted the right to access general public capabilities of the Site when the Community User agrees to (and maintains compliance with) Aunt Bertha's then current User Terms.

2.2. API License. If Customer purchases an API license pursuant to the Order Form, then this Section 2.2 will apply. All rights to use the Aunt Bertha API are subject to Customer's subscription to and payment for applicable API Services that are agreed pursuant to an Order Form. In consideration of Customer's payment of applicable Fees, subject to the terms and conditions of this Agreement, including but not limited to Section 3 below, Aunt Bertha hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, within the USA only, revocable right and license during the Subscription Term to: (i) access, use and make calls for real time transmission and reception of Data and information to the Aunt Bertha API, in object code form only; (ii) access, input, transmit, and interact with the Data solely for use with and within the System; and (iii) use, process, and measure the Data solely to the extent required to enable the display of the Data for "System End Use," as defined in the following sentence (together, the "API Purpose"). The Authorized Customer Users are permitted read only access to the Data solely as and how the Data is presented to such Authorized Customer Users within the System and only within the USA (the "System End Use"). Customer hereby acknowledges that the license hereunder is solely being provided for the API Purpose and not to modify or to create any derivatives based on the Data. Customer shall ensure that the Authorized Customer Users will not access the Aunt Bertha API other than within the System and within the scope of use granted herein. Customer agrees that (w) Customer will not persist or cache any Data; (x) display of the Data in the System will be based on real-time API use; (y) Customer will use all reasonable efforts restrict the use of the System so as to prevent unauthorized access, including the scraping and unauthorized exploitation of the Data; and (z) Customer will install updates to the API that Aunt Bertha makes available from time to time within thirty (30) days of Aunt Bertha making an update generally available to its customer base.

2.3 Intellectual Property Understandings: Unique Deliverables. Customer shall own all right, title and interest to any unique Deliverables (as defined in this section) and Aunt Bertha agrees to grant to Customer a perpetual, non-exclusive, non-transferable, royalty-free license to use Aunt Bertha's Background IP (defined below), Utilities, and Residual IP solely for Customer to use the Deliverables, subject to the following:

- (i) each party will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of this Agreement or that it develops or acquires from activities independent of the Services performed under this Agreement ("Background IP"),
- (ii) Aunt Bertha will retain all right, title and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Aunt Bertha in the course of performing the Services or creating the Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Customer (collectively, the "Residual IP"), even if embedded in the Deliverable, and
- (iii) Customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the applicable licensing software and cloud computing/platform terms.

As used herein, "Deliverables" means the work product or tangible embodiment of specifically agreed services that are (i) prepared or performed by Aunt Bertha or its subcontractors uniquely and exclusively for a Customer and (ii) specifically

identified in a signed Statement of Work as Deliverables expressly for the sole benefit and use of the named Customer. "Intellectual Property Rights" means rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications.

3. RESTRICTIONS

3.1. Materials. Customer shall not, and shall not permit any Authorized Customer Users to: (i) copy or duplicate any of the Materials in any form, regardless of technique (e.g., screen-scraping, downloading, printing or otherwise) except as permitted in this Agreement and the Documentation; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Materials is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Materials, or attempt to do any of the foregoing, and Customer acknowledges that nothing in the Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Materials, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Aunt Bertha; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Materials; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Materials; (vi) use any Open Source Software in connection with any of the Materials in any manner that requires, pursuant to the license applicable to such Open Source Software, that any of the Materials be (1) disclosed or distributed in source code form, (2) made available free of charge to recipients, or (3) modifiable without restriction by recipients; (vii) assign, sublicense, sell, resell, lease, rent, disseminate, distribute, or otherwise transfer, make available, or convey, or pledge as security or otherwise encumber, Customer's rights granted hereunder; (viii) host, save, preserve, memorialize, aggregate, collect, compile, or otherwise retain or store any of the Materials (or any copy thereof); (ix) use the Materials in any manner not expressly authorized by this Agreement, or (x) use the Materials, or Aunt Bertha API to create or benefit from any service that is competitive with the Platform or any other Aunt Bertha service. Customer's use of any of the Materials will comply with all applicable laws, statutes, regulations or rules and Customer will not use any of the Materials in connection with any illegal activities. All copies of the Materials in Customer's possession, or any part thereof, shall be identified by title, shall reproduce Aunt Bertha's copyright notice (if any) and proprietary legend (if any), and shall be marked confidential (to the extent that the Materials are marked confidential or otherwise identified to be confidential by Aunt Bertha). For purposes of this Agreement, any copy (e.g. cached representation) of all or any portion of the Materials shall be treated in the same manner as the Material itself, and all obligations as to Materials as set forth in this Agreement, with respect to copies of such Materials, shall survive indefinitely. Each Party shall comply with any and all laws and regulations of any and all countries, states, or other jurisdictions that apply to the use and display of the Materials.

3.2. Authorized Customer Users. Customer acknowledges and agrees that, as between Customer and Aunt Bertha, Customer shall be responsible for all acts and omissions of Authorized Customer Users, and any act or omission by an Authorized Customer User which, if undertaken by Customer would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall ensure that all Authorized Customer Users are aware of the provisions of this Agreement as applicable to such Authorized Customer User's use of the Services and shall cause Authorized Customer Users to comply with such provisions. Aunt Bertha reserves the right to establish a maximum amount of storage and a maximum amount of data that Customer or its Authorized Customer Users may store within, or post, collect, or transmit on or through the Services. No Customer Affiliate will have any right to use the Services unless and until the Customer expressly purchases a license to use the Services in an Order Form. If Customer expressly purchases a license to the Services for Customer Affiliates, such Customer Affiliates may use the Services purchased on behalf of and for benefit of Customer or Customer Affiliates as set forth on the Order Form in accordance with the terms of this Agreement. Customer shall at all times retain full responsibility for Customer Affiliate's compliance with the applicable terms and conditions of the Agreement. Customer Affiliates' individual employees, agents, or contractors accessing or using the Services (subject to payment for use rights pursuant to an Order) on Customer Affiliates' behalf under the rights granted to Customer or Customer Affiliates pursuant to this Agreement shall be "Authorized Customer Users" for purposes of the Agreement.

3.3. Customer Accounts. It is the responsibility of Customer to obtain and maintain all Customer equipment and services needed for access to and use of the Services and pay all charges related thereto. It is also Customer's responsibility to maintain the confidentiality of password(s), including any password of a third-party site that Aunt Bertha may allow

Customer to use to access the Services, and Customer is responsible for all activities that occur using such account passwords. Should Customer believe any password or security for the Services has been breached in any way, Customer must immediately notify Aunt Bertha. Customer shall not share account passwords, let others access or use the Customer account or do anything else that might jeopardize the security of the Customer account passwords. Customer shall notify Aunt Bertha if account passwords are lost, stolen, if Customer is aware of any unauthorized use of account passwords on the Services or if Customer is aware of any other breach of security in relation to the Services.

3.4. **Suspension.** Aunt Bertha reserves the right, in its reasonable discretion, to temporarily suspend access to and use of the Services: (i) during planned downtime for upgrades and maintenance to the Services (Aunt Bertha will generally provide notice of such planned downtime on the support pages applicable to the Services); (ii) during any unavailability caused by circumstances beyond Aunt Bertha's reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures (including, without limitation, inability to access the Internet), or acts undertaken by third parties; or (iii) if Aunt Bertha suspects or detects any malicious software connected to Customer's account or use of the Services by Customer or Authorized Customer Users.

4. DELIVERY

4.1. **Credentials.** In order to use and access the Platform, Authorized Customer Users must obtain login credentials. Customer may not share its credentials with any third party, shall make commercially reasonable efforts to keep such credentials and all login information secure and shall use the credentials as Customer's sole means of accessing the Services.

4.2. **Data.** Data will be provided in the form and format that Aunt Bertha makes such Data available to its general customer base for the applicable Services. Any technical changes to the format, frequency, and volume of Data delivered requested or required by Customer shall not be binding on Aunt Bertha without the prior written consent of Aunt Bertha, which may be withheld for any reason but shall not be unreasonably withheld.

4.3. **Site.** In order to access certain password-restricted areas of the Site and to use certain Services and Materials offered on and through the Site, Customer must ensure the successful registration of a user account for each of its Authorized Customer Users with Aunt Bertha. To register an account, each of its Authorized Customer Users must submit a working email address and a preferred password through the account registration page on the Site.

5. IMPLEMENTATION AND ACCEPTANCE

Aunt Bertha will provide and implement the Services for the options as specified and on each mutually agreed Customer Order Form or Statement of Work in a timely manner in accordance with a mutually agreed implementation workplan. Unless otherwise agreed in writing between the Customer and Aunt Bertha on the specific Order or Statement of Work, for any implementation of Services or other deliverables for which Aunt Bertha is responsible, Aunt Bertha will notify each Customer as applicable of the completion of the deliverable. Within thirty (30) days of the date that the Customer receives a notification (which may be in the form of an invoice) from Aunt Bertha that the deliverable is complete (Submitted Deliverable), the Customer may:

- a. accept the Submitted Deliverable as complete, which acceptance will be deemed to have occurred in the event Customer provides no response to Aunt Bertha within thirty days after the notice from Aunt Bertha;
- b. accept the Submitted Deliverable as partially complete along with an explanation to Aunt Bertha as to the non-accepted portion;
- c. decline to accept the Submitted Deliverable and provide a written explanation to Aunt Bertha of the reasons for the non-acceptance; or,
- d. request more time from Aunt Bertha to allow Customer to discuss and consider the Submitted Deliverable.
- e. Within a time period that may not to exceed thirty (30) days of the date that Aunt Bertha receives the non-acceptance from Customer of an entire or partial Submitted Deliverable, Aunt Bertha will have the opportunity to rework and resubmit or otherwise resolve the deliverable to Customer, and Customer will then follow the process above for a new Submitted Deliverable.

Customer will test the Services to confirm that it performs as described in the Documentation. Customer will notify Aunt Bertha of any material failures of the Services to properly function and perform in conformance to the Documentation and Aunt Bertha will promptly correct or resolve any such material failures to the extent within with the control and

responsibility of Aunt Bertha at no additional cost. Customer will test any resubmitted deliverable to determine whether the failure has been corrected. The Services or other deliverable will be understood to have achieved "Acceptance" (still retaining any warranty and any additional ongoing obligations) on the date per the above process unless Customer provides Aunt Bertha written notice to the contrary per the above.

5. CUSTOMER CONTENT AND PERFORMANCE DATA

5.1. Customer Content. Customer shall retain all right, title and interest in and to the Customer Content. Customer hereby grants to Aunt Bertha the right to use the Customer Content during the Subscription Term for purposes of making available the Services to Customer.

5.2. Performance Data. Customer hereby grants to Aunt Bertha the right to collect and use data related to the use of and calls to the Aunt Bertha API (the "Performance Data") so as to analyze the performance of the Aunt Bertha API in order to improve its operation. None of this data will be the data of any Authorized Customer User or of the Customer except to the extent necessary for evaluation of the performance of the Aunt Bertha API and associated systems. The Performance Data will never include any personally identifiable information of an Authorized Customer User or of the Customer.

6. FEES AND PAYMENT

6.1. Fees. Customer agrees to pay all applicable fees ("Fees") related to the implementation and use of the Services as set forth on the applicable Order Form (after approval by Customer's authorized representative which may be in the form of a formal Purchase Order from Customer clearly referencing and approving the Order Form from Aunt Bertha), including a subscription Fee as set forth in the Order Form for access to the Services.

6.2. Payment. Customer shall pay to Aunt Bertha the undisputed Fees in accordance with the payment terms in the Order Form within thirty (30) days of Customer's receipt of such invoice from Aunt Bertha. The parties agree that the applicable state law on prompt payments by will apply if different from this payment term.

7. TERM AND TERMINATION

7.1. Subscription Term. The Subscription Term will renew for consecutive periods of time (each a Subscription Term) equal to the initial twelve-month Subscription Term upon mutual written agreement of the parties prior to the end date of the then current Subscription Term. The subscription fee pricing during any consecutive future Subscription Term will remain unchanged from the immediately prior Subscription Term unless Aunt Bertha has provided written notice to Customer, of which email is acceptable, of a pricing increase at least sixty (60) days before the end of such prior Subscription Term, in which case the pricing increase will be effective upon any mutually agreed renewal and thereafter; provided however that no such pricing increase shall occur until after expiration of the then current Subscription Term.

7.2. Customer Cancellation. Customer may cancel a subscription at any time by emailing notice of the date of such cancellation to Aunt Bertha at support@findhelp.com. In the event of such cancellation by Customer, no refunds of Fees shall be provided and Customer shall be responsible for paying any balance due on Customer's account. Customer agrees that Aunt Bertha may charge any unpaid fees to Customer's provided payment method and/or send Customer an invoice for such unpaid fees. Customer agrees and acknowledges that upon the effective date of such a cancellation, (i) Aunt Bertha may immediately suspend the Customer account; and (ii) Fees will not continue to accrue, but Customer will not receive any refunds of Fees already paid; (iii) Aunt Bertha reserves the right to delete all Customer Content and any other data in the normal course of operation.

7.3. Termination for Convenience. Either party may terminate this Agreement at any time for convenience with at least sixty (60) days prior written notice of such termination. In the event that Aunt Bertha terminates the Agreement for convenience pursuant to this Section 7.3, Customer shall be entitled to a refund of all prepaid, unused subscription Fees (calculated for the days remaining prepaid, if any, in the current Subscription Term from the termination date) paid by Customer to Aunt Bertha (the "Refund"), which Refund Aunt Bertha shall pay to Customer within thirty (30) days of the effective date of termination.

7.4. Termination for Material Breach. Either party may terminate this Agreement if the other party ceases the conduct of active business. In addition, either party may terminate this Agreement in the event that the other party materially breaches any other terms and conditions of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice from the other party describing such breach.

7.5. Termination for Bankruptcy or Insolvency. In the event either party voluntarily files a petition in bankruptcy or has such a petition involuntarily filed against it (which petition is not discharged within thirty (30) days after filing) or is placed in a receivership or reorganization proceeding or is placed in a trusteeship involving an insolvency, the other party may terminate this Agreement by giving a written termination notice, which termination shall become effective upon receipt.

7.6. Effects of Termination. Upon expiration or termination of this Agreement, Customer's right to receive and use any Services pursuant to the terms of this Agreement shall cease immediately, Customer shall no longer access the Services, and Customer shall not circumvent any security mechanisms contained therein. Any termination shall be without prejudice to any other rights or remedies that each party may have against the other party with respect to any default under this Agreement, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement. Upon expiration or termination of this Agreement, and within thirty (30) days of the date of expiration or termination, Customer shall destroy all Materials in its possession and provide a certificate to Aunt Bertha signed by a duly authorized representative certifying such destruction.

8. ELECTRONIC COMMUNICATIONS

Customer consents to receiving electronic communications from Aunt Bertha. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Services. These electronic communications are part of Customer's relationship with Aunt Bertha. Subject to the notice requirements in Section 18.1, Customer agrees that any notices, agreements, disclosures or other communications sent by Aunt Bertha to Customer electronically will satisfy any legal communication requirements, including that such communications be in writing.

9. PRIVACY AND CONFIDENTIALITY

9.1. Privacy Policy. The Aunt Bertha Privacy Policy sets forth how Aunt Bertha may use Customer information.

9.2. Confidentiality. Customer and Aunt Bertha agree as follows with respect to Confidential Information: (i) to use Confidential Information disclosed by the other party only for the purposes described herein; (ii) to not reproduce Confidential Information of the other party, and to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) to not create any derivative work from the Confidential Information of the other party; (iv) to restrict access to the Confidential Information of the other party to its personnel, agents, and/or consultants, who have a need to have access and who have been advised of and have agreed in writing to treat such Confidential Information in accordance with this Agreement; and (v) to return or destroy all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of the Subscription Term. Notwithstanding the foregoing, the obligations contained in this paragraph will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (g) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (h) to establish a party's rights under the Agreement, including to make such court filings as it may be required to do.

9.3. HIPAA. In addition, under certain circumstances, Customer and its Authorized Customer Users may be presented with the ability to send referrals or inquiries directly to CBOs and other entities and individuals that are also users of the Site and the Services. If Customer is a "covered entity" or "business associate" as those terms are defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), at 45 CFR 160.103, Customer is responsible for ensuring that disclosures that Customer or its Authorized Customer Users make, including through the Services, to any CBO or other entity or individual comply with HIPAA requirements.

9.4. Personally Identifiable Information and Sensitive Personally Identifiable Information. Each party will be responsible to comply with each party's respective obligations related to Protected Health Information and Sensitive Personally

Identifiable Information as defined under applicable federal and state law. In addition, under certain circumstances, Customer and its Authorized Customer Users may be presented with the ability to send such Information through referrals or inquiries and engage in other forms of data exchange and requests for data directly (and indirectly via user-selected options to transmit via text or email) to and from other users (Individuals and/or entities) of the Site and the Services and the findhelp.org technology platform. Customer is responsible for ensuring that any data entry and sharing (through direct or indirect communication or through requests do do) that Customer or its Authorized Customer Users may make to, or request from, any other user or entity complies with applicable federal and state laws. For the avoidance of doubt, Aunt Bertha is not a business associate of any CBO or any individual user and does not sign a "business associate agreement" with any CBO or any individual user. As between Customer and Aunt Bertha, Customer is solely responsible for entering into a business associate agreement or other agreement with any entity or individual if, in Customer's sole interpretation and discretion, one is necessary to disclose or receive information to or from that entity or individual. As between Aunt Bertha and Customer, Customer agrees that it takes responsibility for (i) access to and use of the Services and the Documentation, by Customer, Authorized Customer Users, or other third parties accessing the Services or Documentation on Customer's behalf; (ii) ensuring that Customer's and Authorized Customer Users' use of the Services conforms with applicable federal and state laws and regulations, including, but not limited to HIPAA, and complies with all of Customer's applicable internal policies and procedures, including policies related to the collection of appropriate consent from individuals for the use or disclosure of personal information and Protected Health Information (as that term is defined in HIPAA) and of sensitive or other personally identifiable information subject to other federal and state laws of the United States; and (iii) for the reliability, integrity, legality, and accuracy and appropriateness of Authorized Customer Users' use of the Services and decision-making related thereto. Customer understands and agrees that the Services are only to be used and accessed within the United States. While Aunt Bertha may provide functionality as a part of the Services to assist with collecting consent from individuals, it is solely the Customer's decision to use or not use such functionality, and any such decision by Customer will not be interpreted to make Aunt Bertha responsible for Customer's failure to comply with its' responsibilities under applicable federal and state laws.

10. LINKS TO THIRD-PARTY SITES

Aunt Bertha may provide links on the Services to third-party sites. Aunt Bertha is not obligated to review any third-party sites that Customer visits through a link to from the Services. Aunt Bertha does not control any of the third-party sites, and is not responsible for any of the third-party Services (or the products, services, or content available through any of them). Aunt Bertha does not endorse or make any representations about such third-party sites, any information, software, products, services, or materials found there or any results that may be obtained from using them. Customer's access of any third-party sites shall be entirely at Customer's own risk and Customer shall follow the privacy policies and terms and conditions for those third-party sites. Certain areas of the Services may allow Customer to interact and/or conduct transactions with one or more third-party sites, and, if applicable, allow Customer to configure its privacy settings in that third-party site account to permit Customer's activities on the Services to be shared with Customer's contacts in Customer's third-party site account.

11. UNAUTHORIZED ACTIVITIES RELATED TO THE SITE

11.1 Permitted Purpose. Use of the Services shall be solely for the Platform Purpose or API Purpose, as the case may be (the "Permitted Purposes"). Any other use of the Services beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of the Services. By way of example and not limitation, Customer shall not, and shall not allow its Authorized Customer Users to use the Services in any of the following ways: (i) in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law; (ii) to stalk, harass, or harm another individual; (iii) to impersonate any person or entity or otherwise misrepresent Customer's affiliation with a person or entity; (iv) to interfere with or disrupt the Services or servers or networks connected to the Services; (v) to use any data mining, robots, or similar data gathering or extraction methods in connection with the Services; or (vi) to attempt to gain unauthorized access to any portion of the Services or any other accounts, computer systems, or networks connected to the Services, whether through hacking, password mining, or any other means.

11.2 Use of the Services. Customer and its Authorized Customer Users are entirely responsible for the content of, and any harm resulting from, any Customer Content or other content posted or uploaded by Customer or such Authorized Customer Users to the Services, regardless of whether the Customer Content in question constitutes text, graphics, audio files, information, or computer software. By using the Services, Customer warrants that: (i) the uploading, downloading,

copying and use of the Customer Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party; (ii) the Customer Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; (iii) the Customer Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); (iv) the Customer Content does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party; (v) the Customer Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods; (vi) the Customer Content is not named in a manner that misleads readers into thinking that Customer is another person or company; (vii) the Customer Content does not include racially, ethnically, obscene, sexually explicit or otherwise offensive language or use the Services to discuss, incite illegal activity or promote hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity. Customer shall ensure that all Authorized Customer Users shall be at least 13 years of age. If any Authorized Customer Users are not 18 years of age they shall have permission of parent. In addition, Customer agrees to not in any way, directly or indirectly, by contract or otherwise, block or restrict any other Aunt Bertha customer or CBO from obtaining any Seeker Data made available by Aunt Bertha through the Site or Services.

12. SPECIFIC TERMS FOR CBOs (only applicable if Customer (or a department of Customer) may elect to use the CBO account functionality in the Aunt Bertha Services)

12.1. Customer CBO. In addition to all of the other terms in this Agreement, Customers who are CBOs, and the Authorized Customer Users who use the Services on the CBO's behalf are subject to the additional requirements described in this Section 12. By claiming a CBO on Aunt Bertha's Site as required herein, either through the workflow maintained at <https://www.findhelp.com/claims> or through any other method that may now or in the future become available, Customer represents and warrants that Customer is authorized to act on its own behalf, and on the behalf of the CBO, and its Authorized Customer Users (collectively "Customer CBO"), and to bind Customer CBO to the terms of this Agreement. CBOs and their Authorized Customer Users are granted access to certain functionality through the Site to help the CBO with intake management, appointment scheduling, communication and other tasks related to individuals who are seeking services from them ("CBO Tools"). CBO Tools and their use by Authorized Customer Users are subject to all terms of this Agreement, in addition to any supplemental terms related to specific functionality described in this Section 12.

12.2. Referrals. Customer understands that by using the Services, the Customer CBO will be granted access to referrals and inquiries made by or on behalf of Community Users of the Services who may be seeking help from the Customer CBO. These referrals are content generated by and are the exclusive property of the Community Users who submit them. Aunt Bertha has and is able to grant Customer the limited license described in this Agreement, to use any inquiry or referral only for the purpose of making further contact with the Community Users who submitted it, or the individual who is the subject of the inquiry or referral. The Customer CBO is not permitted to use any inquiry or referral for any other purpose, unless that purpose is explicitly authorized by Aunt Bertha, the Community Users who submitted it, or the individual who is the subject of the inquiry or referral. Obtaining consent from the appropriate individual(s) for any other use of referrals or inquiries is the responsibility of Customer. Customer agrees that between the Customer CBO and Aunt Bertha, the Customer CBO is solely liable for its use of any referrals or inquiries sent to it, whether or not such use is explicitly authorized by this Agreement. Aunt Bertha reserves the right, but does not have any obligation, to terminate this Agreement according to the terms of Section 7, if the Customer CBO is misusing referrals or inquiries from other Community Users.

12.3. Modifications. By claiming the Customer CBO, Customer will be granted access to make modifications or updates to the information on the Site related to the Customer CBO. Any information about the Customer CBO that Customer uploads to the Site is Customer Content and is subject to all other terms of this Agreement related to Customer Content. In certain circumstances, Customer may be granted the functionality to reply directly to a referral or inquiry made by Community Users that represent a health care or care management organization. If Customer makes use of this functionality, Customer agrees to grant the Community Users, and the organization that the Community Users represents, if any, a non-exclusive, perpetual, irrevocable, and royalty-free license to use Customer's reply for the

purposes of maintaining or updating medical or other records held by such Community Users, and for any other purpose related to the care of or providing services to the individual who is the subject of the referral or inquiry. This license will survive the termination of this Agreement for any reason.

12.4. Consent. Aunt Bertha is aware that some CBOs provide services to individuals where the records related to those services are subject to the privacy requirements established in 42 CFR Part 2 – Confidentiality of Substance Use Disorder Patient Records. If the Customer CBO provides such services, Customer agrees that the Customer CBO is solely liable for maintaining compliance with 42 CFR Part 2, including but not limited to collecting proper written or electronic consent from any individual where such consent is necessary to further disclose that individual's information for any purpose. While Aunt Bertha may provide Customer with communication tools related to the services that the Customer CBO provides, it is the Customer CBO's responsibility to ensure that those tools, and any other CBO Tools, are used in compliance with all applicable laws and regulations, including 42 CFR Part 2.

13. AUNT BERTHA'S PROPRIETARY RIGHTS

13.1. Aunt Bertha Marks. "Aunt Bertha" is a trademark that belongs to Aunt Bertha, a Public Benefit Corporation. Other trademarks, names and logos on the Services are the property of their respective owners. Unless otherwise specified in this Agreement, all Materials, including the arrangement of them on the Services are the sole property of Aunt Bertha, a Public Benefit Corporation. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license holder. Customer will not remove or alter Aunt Bertha Marks that may be included with any Materials.

13.2. Aunt Bertha Materials and Intellectual Property. The Materials are provided to Customer under a non-exclusive license and not in connection with a sale. Other than the non-exclusive license granted to Customer for the Permitted Purpose hereunder, Aunt Bertha retains all right, title and interest, including all copyright, patent, trade secret and other intellectual property rights, in and to the Aunt Bertha API, Non-Customer Originated Data and Materials.

13.3. Aggregated Statistics. To assist with the functioning of the Aunt Bertha Services technology platform, and improve the platform for all users and expand the use of the platform, Aunt Bertha may monitor Customer's use of the Services and use data and information related to such use and the Customer Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Aunt Bertha and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Aunt Bertha. Customer hereby acknowledges that Aunt Bertha will be compiling Aggregated Statistics based on the Customer Content input into the Services and Customer agrees that Aunt Bertha may (i) make such Aggregated Statistics publicly available, and (ii) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or Customer Confidential Information. Aunt Bertha retains all rights not expressly granted herein.

13.4. Suggestions and Feedback. If Customer and any of Customer's users may elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to Aunt Bertha in connection with or related to the Aunt Bertha (findhelp) Site, Platform, Aunt Bertha API, or Services (including any related Technology), Aunt Bertha will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any such information or materials in any manner. In order to cooperate with governmental requests, to protect Aunt Bertha's systems and customers, or to ensure the integrity and operation of Aunt Bertha's business and systems, Aunt Bertha may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content. If Aunt Bertha makes any suggestions on using the Services, Customer is responsible for any actions Customer may take based on any such suggestions.

13.5. Exchange of Seeker Data. To strengthen connections between Seekers and helper organizations such as Customer and to enhance the continuity of social care delivered to Seekers, Aunt Bertha supports functionality within the Site and Services for Authorized Customer Users to view a given Seeker's history of referrals completed on or through the Site or Services. This functionality is made possible by Aunt Bertha customers and other helper organizations agreeing to exchange Seeker Data with each other through Aunt Bertha. Customer wishes to use this functionality. Therefore, Customer agrees Aunt Bertha may store, process, and disclose Seeker Data submitted by Authorized Customer Users in

order to facilitate the exchange of Seeker Data with participating helper organizations, solely for purposes of delivering social care to the Seeker to whom the data pertains. While Customer may disconnect itself from the functionality that allows the exchange of Seeker Data with other helper organizations, the rights granted to Aunt Bertha under this paragraph are non-exclusive and irrevocable as to any Seeker Data exchange prior to such disconnection. Customer is responsible for ensuring Authorized Customer Users only query or use Seeker Data from the Site or Services because Customer is providing services to the Seeker to whom the Seeker Data pertains at the time of the query or use. Customer will not query or use Seeker Data for any other purpose.

14. INDEMNITY

14.1. Aunt Bertha Intellectual Property Indemnity. Aunt Bertha will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Services, as delivered by Aunt Bertha to Customer, infringe a United States patent, copyright, or trade secret of a third party. Aunt Bertha will pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by Aunt Bertha. Customer may retain its own counsel at Customer's own expense. Aunt Bertha shall have no liability for any claim of infringement based on: (i) Services which has been modified by parties other than Aunt Bertha where the infringement claim would not have occurred in the absence of such modification; (ii) Customer's use of the Services in conjunction with data where use with such data gave rise to the infringement claim; or (iii) Customer's use of the Services outside the permitted scope of the Agreement. Should the Services become, or in Aunt Bertha's opinion is likely to become, the subject of a claim of infringement, Aunt Bertha may, at its option, (iv) obtain the right for Customer to continue using the Services, (v) replace or modify the Services so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (vi) if neither of the foregoing options is commercially reasonable, terminate the access and use of the Services. Upon such termination, Customer shall cease accessing the Services and Aunt Bertha will refund to Customer, as Customer's sole remedy for such license termination, the subscription Fees paid by Customer for the terminated license for the past twelve months. TO THE EXTENT PERMITTED BY STATE LAW, THIS SECTION STATES THE ENTIRE LIABILITY OF AUNT BERTHA WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SERVICES.

14.2. Indemnification Procedures. The parties obligations as set forth in this Section 14 are subject to the other party, to the extent allowed under applicable state law: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof; (ii) giving the indemnifying party sole control over the defense and settlement of any such claim; and (iii) providing full cooperation to the indemnifying party in good faith in the defense of any such claim.

15. WARRANTIES

15.1. Warranty Disclaimer. THE SITE, THE SERVICES, AND MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". CUSTOMER AND AUTHORIZED CUSTOMER USERS ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE. AUNT BERTHA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SITE, THE SERVICES AND THE MATERIALS, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AUNT BERTHA MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED. AUNT BERTHA MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER THROUGH THE SITE OR FROM AUNT BERTHA (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) SHALL CREATE ANY WARRANTY. AUNT BERTHA DISCLAIMS ALL EQUITABLE INDEMNITIES. ADDITIONALLY, AND NOT IN LIMITATION OF THE FOREGOING, OTHER THAN AS EXPRESSLY SET FORTH HEREIN, AUNT BERTHA DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF ANY DATA PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

15.2. Warranties. Notwithstanding the above warranty disclaimers, Aunt Bertha warrants that the Services (i) will run substantially in accordance with their Documentation; and (ii) will be performed in a professional and workmanlike manner, consistent with industry standards. Each Party represents and warrants to the other that it has the full corporate

right, power, and authority to enter into this Agreement. Customer represents and warrants to Aunt Bertha that its use of the Services, including the Data, shall be conducted in accordance with applicable laws, rules or regulations, industry standards and this Agreement.

15.3 Additional Warranties. Aunt Bertha warrants that it will continue to take appropriate and reasonable measures to provide for the security, availability, and proper function of the Services, including backup and disaster recovery for the systems within the control and responsibility of Aunt Bertha; and, during the term of this agreement (including consecutive renewals), Aunt Bertha will maintain compliance with the requirements for its current HITRUST certification (or equivalent alternative). Aunt Bertha will also keep records of all personnel with such IT systems access and Aunt Bertha shall promptly report any breach of its IT systems or data that relates to Customer or Customer's data that is stored within the Aunt Bertha's systems and shall inform Customer of its investigation and mitigation of any such breach. Both parties will take industry standard precautions to protect login information, prevent malicious software transmissions, prevent unauthorized access to the IT systems, prevent access to unauthorized information within the IT systems, timely terminate personnel access when not needed, and other reasonable administrative, technical, and physical safeguards.

16. LIMITATION OF LIABILITY. THE FOLLOWING TERMS ONLY APPLY TO THE EXTENT, IF ANY, PERMITTED UNDER APPLICABLE STATE LAW AND FEDERAL LAW:

16.1. Disclaimer of Damages. IN NO EVENT WILL CUSTOMER, AUNT BERTHA (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

16.2. Liability Cap. SUBJECT TO SECTION 16.3, THE CUMULATIVE LIABILITY OF CUSTOMER, AUNT BERTHA (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION BASED IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THREE (3X) THE TOTAL AMOUNT OF ALL FEES PAID TO AUNT BERTHA BY CUSTOMER OR ON CUSTOMER'S BEHALF DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

16.3. Exclusions. THE LIMITATIONS SET OUT IN SECTIONS 16.2 DO NOT APPLY OR LIMIT A PARTY'S LIABILITY WITH RESPECT TO (A) FEES DUE BY CUSTOMER FOR USE OF MATERIALS OR SERVICES, (B) SECTION 9.2 ("CONFIDENTIALITY"), (C) CUSTOMER'S MISAPPROPRIATION OF MATERIALS (INCLUDING DATA), SERVICES OR OTHER INTELLECTUAL PROPERTY, OR (D) SECTION 14 ("INDEMNITY"). IN ADDITION, THE LIMITATION OF LIABILITY IN SECTION 16.2 FOR ALL CLAIMS ARISING FROM OR RELATING TO THE PRIVACY OR SECURITY OF PROTECTED HEALTH INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR SENSITIVE PERSONALLY IDENTIFIABLE INFORMATION SHALL BE INCREASED TO FIVE TIMES (5X) THE TOTAL AMOUNT OF FEES PAID TO AUNT BERTHA BY CUSTOMER OR ON CUSTOMER'S BEHALF DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY, NOTWITHSTANDING ANY LANGUAGE THEREIN TO THE CONTRARY.

17. LOCAL LAWS; EXPORT CONTROL

Aunt Bertha controls and operates the Services from its headquarters in the United States of America and the entirety of the Services may not be appropriate or available for use in locations outside of the United States of America. If Customer or Authorized Customer Users use the Services or Services outside the United States of America (provided such use has been permitted in writing), Customer and Authorized Customer Users are solely responsible for following applicable local laws.

18. GENERAL

18.1 Notice. Any legal notice necessary under this Agreement and any notice by a party to the other party in the event of a breach of this Agreement will be in writing and delivered by personal delivery, documented overnight courier, confirmed email, or certified or registered mail with return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, and five (5) days after deposit in the mail, or upon confirmation of receipt of email. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached. Notices will be sent to Customer at Customer's address set forth on the Order Form. Notices to Aunt Bertha will be sent to:

Aunt Bertha, a Public Benefit Corporation
Attn: Legal
3616 Far West Blvd, 117-454
Austin, Texas 78731

Either party may change its address by sending a notice under this Section.

18.2. Independent Contractor. The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between Customer and Business Associate. The parties agree that neither party is acting or expected to act as an agent of Customer under the federal common law of agency (45 C.F.R. § 160.402). Accordingly, each party shall have no vicarious liability for any federal HIPAA violations of the other party.

18.3 Training. Customer is responsible to ensure that all Customer Authorized Users are appropriately trained and capable of using the Services. Customer will engage in commercially reasonable efforts to comply with this obligation. Customer understands that any if additional training services or other optional services may be helpful, Customer will need to purchase such services at the then applicable rates of Aunt Bertha. If at any time in the future the Customer determines additional personally-provided training may be helpful in the future, the parties will communicate in good faith to establish a training program subject to Customer agreeing to the then current costs for available online training and or for on-site training and travel expenses, if any. If Aunt Bertha determines that the Customer is inordinately or excessively utilizing the standard subscription support services provided directly to Customer by individual staff members of Aunt Bertha, Aunt Bertha will have the option to recommend that the Customer purchase additional training services and other services as may be appropriate for the Customer's designated Authorized Users to more efficiently and effectively use the Aunt Bertha Services. If Customer declines to receive and participate in good faith in such recommended services, Aunt Bertha may prospectively set reasonable limits on the amount and manner in which Customer may request and Aunt Bertha may provide such support services to be performed by individual staff members of Aunt Bertha to Customer.

18.4. Governing Law. The state law for the State of West Virginia, in which the Customer is established as a public governmental entity and applicable U.S. federal law, without regard to the choice of law provisions, will govern this Agreement. Foreign laws do not apply. Any disputes relating to this Agreement, the Site or the Services will be heard in the appropriate state and federal courts located in the Customer's State.

(i) **Each Party Responsible for the Party's Own Legal Fees.** In the event of any dispute or controversy between the Parties in connection with or related to this Agreement or this Addendum, or in connection with the interpretation or enforcement of any provision hereof or thereof, each party in such dispute or controversy will be responsible for its own legal fees (including attorneys' fees).

(ii) For any mediation or for any judicial action that may be brought in a state or federal court under this Agreement, each party also agrees to consent to agree to allow the other party to be represented by counsel of its own choosing, whether from the state where the judicial proceeding occurs or from any other state on the United States, pursuant to a pro hac vice or similar request to the maximum extent as may be allowed by any applicable court or forum.

(iii) **Electronic Participation.** To the maximum extent allowable and possible under the applicable rules and laws and to minimize each party's costs and expenses, the parties agree to use their best efforts to allow all dispute resolution (mediation or other legal proceedings) proceedings to occur through electronic means and for each

party to participate remotely by electronic means whenever such option is available instead of the physical presence of any or all parties at any particular location for any such proceeding.

18.5. Severability and Reformation. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

18.6. Force Majeure. Each party shall have no liability to the other party for any delay or failure to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of such party. Such causes shall include, but are not limited to, acts of God, floods, pandemic, fires, loss of electricity or other utilities, or delays by third parties in providing required resources or support.

18.7. Survival. The Ownership (Section 5), Proprietary Rights (Section 13), Indemnities (Section 14), Warranties (Section 15), Limitation of Liability (Section 16) and General (Section 18) provisions shall survive any termination of the Agreement.

18.8. Restricted Rights. Use of any software provided by Aunt Bertha hereunder by or for the United States Government is conditioned upon the Government agreeing that the software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. If applicable, Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the software, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.

18.9. Modifications to the Services. Aunt Bertha will endeavor to provide at least fifteen days advance notice of any changes in the Services platform. However, Aunt Bertha may change or modify the Services at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect Customer's use of the Services); or (c) to restrict items or activities that Aunt Bertha deems disruptive, unsafe, inappropriate, or offensive. Customer's continued use of the Services after the effective date of any change will constitute acceptance of that change. If any change is unacceptable to Customer, Customer agrees not to use the changed item and Customer may discontinue use of that part of the Services. Aunt Bertha will notify Customer of changes by electronically postings on applicable customer support webpages, to the applicable Services site to which the change relates, by sending an email notification, or by other electronic means or via other methods, including to any email addresses Customer provides. Customer is responsible to ensure that all of Customer's contact information is up to date and accurate and regularly monitored.

[End of Customer Subscription Terms]

Thank you from the entire team at



Our Mission: Connecting all people in need
and the programs that serve them (with dignity and ease).



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH
BUREAU FOR PUBLIC HEALTH
Commissioner's Office

Arvin Singh, EdD, MBA, MPH, MS, FACHE
Secretary of Health

Justin J. Davis
Acting Commissioner

MEMORANDUM

DATE: June 2, 2025

TO: Bryan Rosen, Director
Office of Shared Administration
Purchasing Division

FROM:

RE: findhelp – Social Service Resource and Referral Platform

The Office of Maternal, Child and Family Health (OMCFH), West Virginia Home Visitation Program (WVHVP) is requesting to renew the contract with Aunt Bertha A Public Benefit Corporation, a.k.a. findhelp.

WVHVP was awarded a federal innovation grant for a two year and five month time frame. West Virginia was one of seven states awarded the \$2 million grant. The grant's primary purpose is to formalize community partnerships, including the child welfare system. To meet all the requirements outlined in the awarded federal grant, WVHVP contracted with the sole source vendor, Aunt Bertha A Public Benefit Corporation (findhelp), for a multi-tiered web-based resource and e-referral system.

A continuing need for the contract exists. The required social service resource and referral platform has multiple unique features needed to implement a statewide system. Attached is a detailed list describing how findhelp meets the requirements.



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH
BUREAU FOR PUBLIC HEALTH
Commissioner's Office


Sherri A. Young, DO, MBA, FAAFP
Cabinet Secretary


Justin J. Davis
Interim Commissioner

MEMORANDUM

TO: Trey Morris, Director of Purchasing
Central Finance Unit
Bureau for Public Health

Christine Basham, Procurement Specialist
Central Finance Unit
Bureau for Public Health

THROUGH: Teresa Marks, Interim Director 
Office of Maternal, Child and Family Health

FROM: Jackie Newson, Director 
Division of Infant, Child, Adolescent and Young Adult Health

DATE: September 23, 2024

RE: Request to Renew Contract CCT MCH23*002

The Office of Maternal, Child and Family Health, West Virginia Home Visitation Program (WVHVP) is requesting to **renew the contract** with Aunt Bertha, a Public Benefit Corporation, a.k.a. findhelp.

The current contract expired on September 1, 2024. Findhelp is multi-tiered web-based resource and referral system that meets the requirements outlined in the federal innovation grant awarded to WVHVP. West Virginia is one of seven states awarded the \$2 million innovation grant. The grant's primary purpose is to formalize community partnerships including the child welfare system. A continuing need for the contract exists. Attached, is a detailed list describing how findhelp meets the requirements.

The initial subscription term identified as August 1, 2022 through March 31, 2025. The current contract effective dates are September 2, 2022 through September 1, 2024. Renewal of contract CCT MCH23*002 is needed so the services provided by findhelp remain uninterrupted.

Any questions, please email Jackie Newson at jackie.j.newson@wv.gov.

Thank you.

Attachments



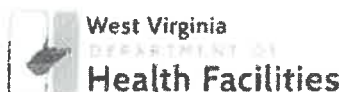
Below are the bulleted items indicating how findhelp should be considered a sole source:

- Findhelp worked with the Office of Maternal, Child and Family Health (OMCFH) to write a grant application incorporating its technology in alignment with the innovation grant's priorities and award criteria.
- Findhelp partnered with OMCFH to build in collaboration with Bureau for Medical Services and Bureau for Children and Families (BCF) related to how the screening and referral activity as part of this grant can be coordinated with the managed care organizations (MCOs) and Child Protective Services.
- The Health Resources and Services Administration (HRSA) awarded the grant to Department of Health and Human Resources (DHHR) based on an application its unique capabilities for this resource/referral for families and community partners.
 - Findhelp is the only vendor in this market that is currently under contract with a county family resource network in West Virginia that is also a Maternal, Infant, and Early Childhood Home Visiting (MIECHV) sub-recipient grantee and is launching a site that will be part of the Innovation award program.
 - A key requirement of the technology approach is providing families the ability to self-navigate, anonymously, to available community resources.
 - Findhelp provides a service that has a public facing site and can provide DHHR with a white label to facilitate anonymous self-navigation, while also providing aggregate data on connections to resources.
 - Findhelp is the only vendor in the market currently working with any of the state's MCOs.
 - Findhelp works with all the state's MCOs (Anthem, Aetna and CareSource).
 - The MCOs use Findhelp as their public facing site and their care managers are trained to use the platform and it is embedded as part of their social and structural determinants of health (SSSDOH) response.
 - Findhelp is the only vendor in the market working with the state's child welfare population in foster care through its Aetna (the state's foster care MCO) relationship.
 - This is vitally important since many of the families connected with the MIECHV program that will benefit by use of the tool are involved with the child welfare system.
- Findhelp is the only vendor in the market working with a Family Resource Center under a federal grant (ACYF Community Collaborations grant which was awarded to Family Resource Center of Northern Mississippi).
 - Findhelp is working as a grantee in a similar manner to this HRSA innovation grant and working with at-risk families to help connect them to services.
- Findhelp is the only vendor in the market with a current statewide platform being used by child welfare investigators (a key goal of this Innovation award).

- Findhelp is currently working with Florida Department of Children and Families (DCF). DCF child welfare investigators use the tool in their work of investigating families where there is a report of abuse and are using the Findhelp system to connect families to services to reduce crisis and promote evidence-based practices like home visiting.
- As specified the grant application approved by HRSA, Findhelp can provide permission-based services with data sharing permissions based on the individual role (i.e., home visitor, CPS investigator, West Virginia Home Visiting Program management etc.) and level of access relative to the user's coordination of care responsibilities.
 - These controls allow for referral services to take place and information to be shared safely and securely while maintaining privacy and control for families. For information to be shared with community-based organizations or other service providers, consent will be required for each referral made.
 - This per-referral opt-in consent model aligns with privacy policies of DHHR, and parental consent requirements present in national models, and Findhelp is the only vendor in the market that can provide this privacy model.
- Findhelp offers free tools and training to community-based organizations and does not require exclusive contracts with community-based organizations.
 - This approach allows for a broad and open network to allow families access to a wide range of services.



Arvin Singh, EdD, MBA, MPH, MS, FACHE
DH Cabinet Secretary



Michael J. Caruso
DHF Cabinet Secretary



Alex J. Mayer, MSA, PMP
DoHS Cabinet Secretary

STATE OF WEST VIRGINIA
DEPARTMENTS OF HEALTH, HEALTH FACILITIES, AND HUMAN SERVICES
OFFICE OF SHARED ADMINISTRATION

To: Crystal Hustead, CPPB
Senior Buyer, West Virginia Purchasing Division

From: Robert Price, CPPO, CPPB, NIGP-CPP *RP*
Administrative Services Manager II

Subject: Late Justification Letter – CCT 0506 2990 MCH2300000002

Date: June 9, 2025

The renewal for the above referenced document was submitted late due to the spending unit not receiving renewal documentation from the vendor until mid-April 2025. Once that documentation was obtained, internal processes were followed to obtain Cabinet Secretary approval. From there an issue arose regarding the contract term that required revised documentation from the vendor.

If you have any questions regarding this request, please do not hesitate to contact me on extension 70218 or Bryan Rosen on extension 80953.

Thank you.



*Backdate
appt - TJB*



**STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH
CENTRAL FINANCE OFFICE**

**Arvin Singh, EdD, MBA, MPH, MS, FACHE
Health Secretary**

**To: Heather White
OSA Purchasing**

**From: Christine Basham
CFU Purchasing**

Date: 05/30/2025

Re: CCT MCH2300000002 CO2

To Whom it may concern,

This memo will serve as the justification for Contract CCT MCH2300000002 CO2 with Aunt Bertha a Public Benefit Corp for not being completed by the expiration date. Both Aunt Bertha a Public Benefit Corp and the Program just provided us with the necessary documents to renew contact.

Thank you for your consideration.

ERIC L. HOUSEHOLDER
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

SAMANTHA WILLIS
PURCHASING DIRECTOR

To: All State Agencies Under Purchasing Division
From: Samantha Willis, Director & General Counsel
WV Purchasing *SW*
Date: January 23, 2025
Re: \$100,000 Spending Requests

MEMORANDUM

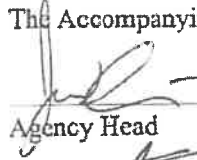
Pursuant to Executive Order 4-25, signed into effect by Governor Morrissey on January 14th, 2025, all expenditures over \$100,000 must be reviewed by the Governor's Office in advance. Any solicitations, purchase orders, or other contracts currently in the possession of the Purchasing Division, which are estimated to cost over \$100,000 are being placed on hold for review. Our Division is providing documentation of those to the Governor's Office for review.

Any new requisitions valued over \$100,000 that are received by the Purchasing Division, must have a copy of this memorandum and accompanying signatures to process as usual. If there is no evidence of Governor's Office review or approval, your requisition will be returned to seek that approval.

Thank you all for your hard work, and please feel free to reach out with any questions on our end; if you have questions about the procedure for seeking the necessary approvals internally, I would recommend reaching out to your Cabinet Secretaries and/or your Department's Governor's Office liaison.

CCT MCH2300000002 CO_2 Aunt Bertha (FINDHELP) mch25-300 Renewal

The Accompanying Request has been reviewed and approved by the following:



Agency Head

3/31/25

Date



Cabinet Secretary/Department Head

4/1/2025

Date

Governor's Office Representative

Date



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Mark D. Scott
Cabinet Secretary

Heather D. Abbott
Chief Information Officer

**TO: Christopher Itson, Procurement Associate
Department of Health and Human Resources**

**FROM: Heather D. Abbott, Chief Information Officer
Office of Technology**

**SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
HR004512 IS&C NUMBER: 2024-8069**

DATE: October 10, 2023

West Virginia Code §5A-6-4(a)(3) permits the Chief Technology Officer to "evaluate the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

West Virginia Code §5A-6-4c requires that the Chief Technology Officer review and approve "a major information technology project."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'major technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Technology Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems."

After conducting a review of your request for contract renewal for Multi-Tiered Web-Based Resource and E-Referral System for Years 2 and 3, the Office of Technology has determined:

X That your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Consulting Services at Consulting.Services@wv.gov.

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

- ☐ Any Words ⁱ
- ☐ All Words ⁱ
- ☐ Exact Phrase ⁱ

e.g. 123456789, Smith Corp

"aunt berth a public benefit corporation" x

Entity

Location

Status

- ☒ Active
- ☐ Inactive

Reset ↻

Entity Information ^



All Entity Information

Entities

Disaster Response Registry

Responsibility / Q



No matches found

Your search did not return any results for active records.
Would you like to include inactive records in your search results?

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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

AUNT BERTHA, A PUBLIC BENEFIT CORPORATION

See Attached

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
BC Benefit Corporation	7/2/2022		7/2/2022	Foreign	Profit			

Organization Information		
Business Purpose	5415 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Computer Systems Design and Related Services (design, programming, facilities mgmt)	
Charter County	Capital Stock	
Charter State	DE	Excess Acres
At Will Term	Member Managed	
At Will Term Years	Par Value	
Authorized Shares	Young Entrepreneur	No

Addresses	
Type	Address
Local Office Address	3616 FAR WEST BLVD STE 117-454 AUSTIN, TX, 78731-3082
Mailing Address	3616 FAR WEST BLVD STE 117-454 AUSTIN, TX, 78731 USA
Notice of Process	REGISTERED AGENTS INC 110 MAIN ST. BECKLEY, WV, 25801
Principal Office	3616 FAR WEST BLVD STE 117-454 AUSTIN, TX, 78731-3082 USA
Type	Address

Officers	
Type	Name/Address
Director	ERINE GRAY 3616 FAR WEST BLVD STE 117-454 AUSTIN, TX, 78731-3082
President	ERINE GRAY 3616 FAR WEST BLVD STE 117-454 AUSTIN, TX, 78731-3082
Secretary	ERINE GRAY 3616 FAR WEST BLVD STE 117-454 AUSTIN, TX, 78731-3082
Treasurer	CHAD DENTON 3616 FAR WEST BLVD STE 117-454 AUSTIN, TX, 78731-3082
Type	Name/Address

DBA			
DBA Name	Description	Effective Date	Termination Date
FINDHELP	TRADENAME	8/8/2023	
FINDHELP.ORG	TRADENAME	8/8/2023	
DBA Name	Description	Effective Date	Termination Date

Annual Reports

*Filed For
2025
2024
2023
Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Monday, June 9, 2025 — 10:56 AM

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Vendor/Customer

Address



Address Type	Street 1	City	State/Province	Zip/Postal Code	Principal Contact
✓ Ordering	3429 EXECUTIVE CENTER DR SUITE 100	AUSTIN	TX	78731	CHRIS DUNKIN
Billing	3616 FAR WEST BLVD STE 117-454	AUSTIN	TX	78731	Chris Dunkin
Payment	3616 FAR WEST BLVD STE 117-454	AUSTIN	TX	78731	Chris Dunkin
Ordering	3616 FAR WEST BLVD STE 117-454	AUSTIN	TX	78731	Chris Dunkin
Web Registrar	3616 FAR WEST BLVD STE 117-454	AUSTIN	TX	78731	Chris Dunkin

First Prev Next Last


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Vendor/Customer : VS0000040377














AUNT BERTHA A PUBLIC BENEFIT CORPORATION

Active From : 09/02/2022 Active To : Address Type : Ordering Default Record : Division/Department : Mail Returned : Additional Address Info. : 

Active Address : Yes

Prevent New Spending : Default Currency : USD - US Dollar 

▼ Address Information

Address ID : AD000001 	Country Phone Code : 1 
Street 1 : 3429 EXECUTIVE CENTER I	Phone : 512-750-8480
Street 2 : 	Phone Extension : 
City : AUSTIN 	County : 
State/Province : TX 	County Name : 
Zip/Postal Code : 78731	Country : US 
DUNS : 	
Extended DUNS : 	
Unique Entity Identifier : 	
CAGE Code : 	

▶ Prenote/EFT

▶ Remittance Advice

▶ Contact Information

▶ Contact Address Information

▶ Geographic Designation

▶ Change Management

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COMPLIANCE VERIFICATION CHECKLIST FOR REQUISITION SUBMISSION

<i>Purchasing Division Use:</i> Buyer: <u>Crystal Husted</u> Date: <u>6/9/25</u> Solicitation No. <u>CCT MCH23*02</u>	Agency: Department of Health <hr/> Procurement Officer Submitting Requisition: Robert Price <hr/> Requisition No. CRQS 0506 2990 MCH2200000004 <hr/> PF No.: 1061164
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This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

FOR ALL SOLICITATION TYPES:

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
1	Specifications and Pricing Page included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Use of correct specification template	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Use of most current terms and conditions (www.state.wv.us/admin/purchase/TCP.pdf)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Maximum budgeted amount in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Suggested vendors in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Capitol Building Commission pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Financing (Governor's Office) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Fleet Management Division pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
10	Insurance requirements				
	Commercial General Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Automobile Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Workers' Compensation/Employer's Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cyber Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Builder's Risk/Installation Floater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Office of Technology CIO pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Treasurer's Office (banking) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOR CHANGE ORDERS/RENEWALS:

1	Two-party agreement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Standard change order language	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Office of Technology CIO approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Justification for price increases/backdating/other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bond Rider (Construction)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Secretary of State Verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	State debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Federal debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.*

For Purchasing Division Use Only:

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

Signature: _____

Crystal Husted