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Header

General Information

Contact

Default Values

Discount

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Purchasing Division
2019 Washington Street East
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State of West Virginia
Solicitation Response

Proc Folder : 170611

Solicitation Description : ADDENDUM_3 Web-based, performance & case management system

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-08-11 13:30:00	SR 0506 ESR08101600000000602	1

VENDOR

000000196002

SOCIAL SOLUTIONS GLOBAL INC

Solicitation Number: CRFQ 0506 MCH1600000003

Total Bid : \$477,787.00

Response Date: 2016-08-11

Response Time: 09:28:51

Comments:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
(304) 558-2307
mark.a.atkins@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	World wide web WWW site design services	1.00000	EA	\$38,270.000000	\$38,270.00

Comm Code	Manufacturer	Specification	Model #
81112103			

Extended Description : 4.1.2 Conceptual design of web-based performance and case management system to support the coordination and integration of information and services for CYSHCN (Month 1).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	World wide web WWW site design services	1.00000	EA	\$70,735.000000	\$70,735.00

Comm Code	Manufacturer	Specification	Model #
81112103			

Extended Description : 4.1.3 Written Design of Web-Based Data Collection System (Months 1-2).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	World wide web WWW site design services	1.00000	EA	\$24,940.000000	\$24,940.00

Comm Code	Manufacturer	Specification	Model #
81112103			

Extended Description : 4.1.4 Development of Web-Based Data Collection System (Months 2-5).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Training workshop services	1.00000	EA	\$6,350.000000	\$6,350.00

Comm Code	Manufacturer	Specification	Model #
86132201			

Extended Description : 4.1.5 Training (Months 6-8).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	World wide web WWW site design services	1.00000	EA	\$11,180.000000	\$11,180.00

Comm Code	Manufacturer	Specification	Model #
81112103			

Extended Description : 4.1.6 Go-Live for CYSHCN (Month 9).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Maintenance or support fees (Y1)	1.00000	EA	\$85,328.000000	\$85,328.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description : 4.1.7 Maintenance, Support, and Upgrades (Year 1)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Maintenance or support fees (Y2)	1.00000	EA	\$80,328.000000	\$80,328.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description : 4.1.8 Maintenance, Support, and Upgrades (Year 2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Maintenance or support fees (Y3)	1.00000	EA	\$80,328.000000	\$80,328.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description : 4.1.9 Maintenance, Support, and Upgrades (Year 3)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Maintenance or support fees (Y4)	1.00000	EA	\$80,328.000000	\$80,328.00

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description :	4.1.10 Maintenance, Support, and Upgrades (Year 4)
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**Social Solutions' Response to:
West Virginia Office of Maternal, Child and Family Health CRFQ 0506 MCH1600000003
For a Web-based Performance and Case Management System**

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August 10, 2016

Mr. Mark Atkins, Senior Buyer
West Virginia Office of Maternal, Child and Family Health
2019 Washington Street, East
Charleston, West Virginia

Re: West Virginia Office of Maternal, Child and Family Health RFQ for Web-based Performance and Case Management System

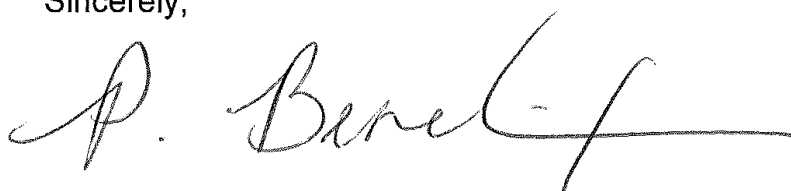
Dear Mr. Atkins,

Social Solutions Global, Inc. (Social Solutions) is pleased to respond to the West Virginia Office of Maternal, Child and Family Health's (OMCFH) RFQ for a Web-based Performance and Case Management System.

Social Solutions looks forward to the opportunity to serve OMCFH and assist in its mission to provide leadership to support state and community efforts to build systems of care that assure the health and well-being of all West Virginians.

Please do not hesitate to contact us with any questions.

Sincerely,



Ms. Tricia Benedix, Chief Financial Officer
tbenedix@socialsolutions.com

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Social Solutions' Master Services Agreement	Attachment 8

Executive Summary

Social Solutions Global, Inc. (Social Solutions) will leverage 16 years of expertise in serving state agencies and children and youth with special health care needs to provide a Web-based Performance and Case Management System to the West Virginia Office of Maternal, Child and Family Health (OMCFH). Our Efforts to Outcomes (ETO®) software will provide OMCFH with an industry-leading, outcomes-oriented case management and data-tracking software designed for human services. We have contracts with 15+ State Agencies to meet evidenced based home visiting models. These include meeting requirements for State Benchmark plans as defined by HRSA and increasingly they include additional non-MIECHV home visiting programs as well. We fully meet and significantly exceed the requirements outlined in the RFQ.

Our depth of experience and flexibility create a powerful, out-of-the-box solution that is responsive to meeting customer goals and expected outcomes. Our solution will help strengthen the capacity of program providers to serve children and youth with special health care needs. As a pioneer in the field of evidence-based practice models, Social Solutions is able to incorporate validated tools into our proprietary platform. Our proven Empower™ methodology significantly reduces the risk, complexities, and time for implementation. Furthermore, ETO's flexible design allows localization at the staff level, ensuring that the software is user friendly and accommodating to different working styles and needs for accessing information in real time.

ETO software is designed to support state-level agencies and their grant-funded local community providers, administrators, and direct level staff. It will assist in their daily work by providing actionable and structured data to help assess customer needs and outcomes achievement over time. Use of ETO's reporting tools and dashboards provides data-driven, informed decisions that will lead to demonstrable outcomes and more efficient customer services. The software is equally beneficial to help administrators understand where gaps in care may exist from region to region. ETO will easily demonstrate program effectiveness of its HRSA grant dollars, showing progress over time at both aggregate and individual customer levels.

ETO is also being used by multiple States, including West Virginia, to deliver an outcomes oriented system of care in support of their Maternal, Infant and Early Childhood Home Visiting (MIECHV) initiatives. MIECHV is a federal grant program designed to impact health and development outcomes through 8 approved, evidence-based home visiting programs, including Nurse-Family Partnership® (NFP), Parents as Teachers, Healthy Families America and Early Headstart Home Visiting. To date, Social Solutions is the only performance management software provider to have experience implementing each of the evidenced-based programs.

Social Solutions recognizes the progress that West Virginia has made to reduce the number of children without insurance. West Virginia now ranks among the top five states with the lowest numbers of uninsured children, and it is one of the top five states in reducing its uninsured rates among kids since 2013, according to the West Virginia Department of Health and Human Resources.

A report recently released by the Georgetown University Health Policy Institute's Center for Children and Families found that 97 percent of the state's 386,718 children are covered by private insurance, West Virginia Children's Health Insurance Program (WVCHIP), or Medicaid. The state has reduced its number of uninsured children by 43.7 percent between 2013 and 2014 — roughly 11,000 children — and roughly 10,000 children in the state remain uninsured. (source: WV DHHR)

While less than 3% remain uninsured, we also know that all children with special health care needs can experience less than optimal health outcomes if care is not properly coordinated, and gaps in care eradicated through careful coordination and supportive technology designed for CSHCN similar to ETO.

The following table shows a few examples of clients whom Social Solutions is serving in a similar capacity to that being sought by OMFCH.

Examples of Social Solutions Serving State and Local Agencies
The University of Illinois at Chicago – The University of Illinois at Chicago Division of Specialized Care for Children (DSCC) has served over 16,000 families in all 102 counties in Illinois as the Illinois Title V agency that provides care coordination for families and children with special health care needs. DSCC's mission focuses on public service, education, and research as a basis to provide, promote, and coordinate family-centered, community-based, culturally competent care for eligible children. DSCC used ETO to develop a comprehensive care coordination platform to serve Children with Specialized Needs throughout the state which is currently in place.
West Virginia Home Visitation Program (WVHVP) – The WVHVP works to improve prenatal, maternal and newborn health and development, school readiness and achievement, family and economic self-sufficiency, and access to other community resources and supports for children and families. The WVHVP has been using ETO since 2013 to fulfill home visiting and benchmark requirements
Monterey County, California – ETO enabled county, state and local providers in Monterey County, California to develop, track and implement family support plans that reduced foster care placements.
Boulder County – Since 2012, Service providers in Boulder County, Colorado have used ETO to assess participant needs and make referrals into the appropriate programs. They also track participant progression and measure their efforts and outcomes. Additionally, Social Solutions and ETO delivered the platform to drive a common family needs assessment that reduced waiting time for families in crisis from weeks to hours in support of no-wrong-door approach countywide.

3. QUALIFICATIONS

Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor must provide documentation of an executed contract as proof of experience in the delivering and supporting of a performance and case management system currently in operation for at least one (1) State, specific to care coordination for children with specialized health care needs. This documentation should be submitted with bid but must be provided prior to award.

Since 2012, Solutions has had an executed contract with the California Department of Public Health (CDPH) who uses ETO to satisfy reporting requirements for the Maternal Infant Early Childhood Home Visiting (MIECHV) Maternal, Child & Adolescent Health, California Home Visiting Program (CDPH/MCAH/CHVP) to support vulnerable children and families, as well as a Continuous Quality Improvement process implemented across their network of 54 counties and 22 sites state-wide. We have included a copy of a Purchase Order with CDPH as Attachment 5.

CDPH/MCAH/CHVP was established in 2010 as a result of the Patient Protection and Affordable Care Act. The program provides comprehensive, coordinated in-home services to pregnant women and children from birth to age 5, supporting positive parenting, and improving outcomes for children and families.

CHVP currently supports 22 sites in 21 Local Health Jurisdictions (LHJs) throughout California with several recognized home visiting models, Healthy Families America, and Nurse Family Partnership. Sites using these models deliver evidence-based programs which target key outcomes including improved maternal and child health, prevention of child injuries, child abuse, and maltreatment, improvement in school readiness, reduction of crime and domestic violence, and more.

"ETO software allows us to track data across all of the federal benchmarks with ease, while also providing the flexibility to use that data for other needs. We wouldn't be able to measure any of the 35 outcomes unless we had ETO."

*-Nichole Sturmfels, Research Scientist
California Home Visiting Program*

An Example for Other Programs

CHVP is widely considered a highly successful implementer of the MIECHV program, with multiple states and organizations inquiring about and adopting CHVP practices, procedures, and tools. Much of CHVP's success is tied to their commitment to outcomes measurement and use of ETO. ETO provides the ability for CHVP and its program sites to track data across all 35 federal benchmarks including enrollment and demographics, managing service delivery, measuring participant progress toward program goals, and producing reports to federal and state entities.

Since the establishment of the program, CHVP has had a high internal capacity for data collection and analysis, with several staff fully dedicated to supporting the program's data system, data collection, and reporting processes. This capacity has allowed CHVP to provide highly responsive internal support to assist its program sites using ETO software for data collection. Additionally, Continuous Quality Improvement (CQI) processes and CHVP's ability to view real-time site data in ETO provides their organization with up-to-the-minute information about issues a program site may be facing. As a result, CHVP has developed an active dialogue and strong relationships with their sites surrounding their use of data, providing them with coaching to ensure that the highest quality data is collected, while the highest quality services are being delivered.

CHVP's relationships and responsiveness to program sites, coupled with strong support from Social Solutions, enables the organization to provide an effective support system that results in powerful data and strong program sites.

Research from the PEW Center on the States shows:

- Home visiting programs have been proven to decrease the incidence of low birth weight delivery by nearly half— saving states \$28,000 - \$40,000 for each one averted (accrued saving through reduced medical care and other costs)
- Child abuse and neglect have been proven to be cut nearly in half by home visiting programs
- Over time, home visiting programs produce positive outcomes yielding returns of up to \$5.70 per taxpayer dollar spent
- In one Healthy Families America study, mothers who received home visits were half as likely to deliver low birth weight babies as mothers who were not enrolled
- According to one Nurse Family Partnership study, benefits to society per home visiting family served averages \$81,656 (savings accrue through reduced reliance on public benefits, improved skills development, reduced crime and substance abuse, and more over the child's lifetime)

Efficient Data Collection & Reporting

ETO software facilitates a strong program site support system within CHVP. Additionally, ETO's flexibility and configurability has been vital to program quality assurance processes at each site. For example, when a domestic violence screening is positive, program staff are prompted to complete a safety plan for the client. With real-time data in ETO, CHVP can monitor whether screenings are being conducted, and if positive, whether or not the safety plans are being completed.

If the screenings are not being conducted or the safety plans are not being completed, CHVP can contact the program site and work with them to resolve the issue(s). This ensures that no client falls through the cracks, and that all risks are appropriately assessed and responded to.

In terms of federal reporting, ETO software has provided an efficient and effective means to collect and analyze data across 22 program sites. Each site having varying priority areas and employing two different home-visiting models.

Within the same workflow, CHVP program sites enter data on 35 federal benchmarks, as well as other variables. Data needs can be unique to each site, such as accreditation requirements or priority constructs based on the LHJ's unique demographics and needs.

Examples of constructs tracked include child education attainment scores, depression screens, insurance status, inter-birth intervals, and more. CHVP and its program sites are able to easily zero in on specific data points and variables for reporting or analysis.

This capability has eased fulfilling federal reporting requirements, as CHVP can easily pull and report on monthly enrollment numbers and other data. CHVP is working to further ease federal reporting. With support from Social Solutions, CHVP has developed two forms within ETO to fulfill reporting requirements on the 35 federal benchmarks.

CHVP continues the development on these tools with the aim of creating a standard Home-Visiting Federal Benchmarking report that can be generated with the click of a button.

4. MANDATORY REQUIREMENTS

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Efforts to Outcomes (ETO) case management software, or equal. The web-based system will meet the following minimum requirements:

Social Solutions is proposing to meet the needs of OMCFH with our web-based Efforts to Outcomes (ETO) case management software solution.

4.1.1.1 Software must track and allow users to access service deliverables.

Yes. ETO software includes a form building tool called “TouchPoints” which allows for extensive flexibility to create standard forms allowing users to track and view service deliverables. Each CYSHCN who is being served by the program will have a dashboard view in the system that displays recent services and allows for navigation to record new service deliverables. This allows care coordinators to easily view and track service information for each CYSHCN.

The screenshot displays a web-based dashboard for a client record. On the left, the 'Participant Information' panel shows a photo of Jennifer L. Fake, her case number (806378), date of birth (7/1/1999), age (16 years), and contact information (123 Main Street, Wichita, KS 67208, (786) 523-6589 (Home)). An alert for a severe allergy to peanuts is also visible. On the right, the 'Service Assessment' panel contains a table with columns: Take Action, TouchPoint, Date Completed, Recorded By, and Which services are being requested?. It lists two service assessments from Howard Salinas. Below this is a '+ New' button. The bottom section, 'Medical & Therapy Services', contains another table with columns: Take Action, Dashboard, Date Completed, Recorded By, Type of treatment being received, and Treatment provider. It shows a record for 'Coverage and Care Management Services' provided by 'Fake Medicaid Contractor'.

Take Action	TouchPoint	Date Completed	Recorded By	Which services are being requested?
	Services Assessment	11/17/2014	Howard Salinas	Diagnostic Treatment Care Coordination
	Services Assessment	10/27/2014	Howard Salinas	Diagnostic Treatment Care Coordination

[+ New](#)

Take Action	Dashboard	Date Completed	Recorded By	Type of treatment being received.	Treatment provider
	Coverage and Care Management Services Provided Dashboard	11/17/2014	Fake Medicaid Contractor	Office Visit	KY Pediatric Specialist

Figure 1: Sample client record displayed through a dashboard view that allows users to record and view client level data

4.1.1.2 Software must allow limited access users, such as physicians and caregivers of CYSHCN, the ability to review and approve documents using an electronic signature.

Yes. ETO software provides the ability to assign physicians and caregivers limited access user accounts. This provider portal will have limited features enabled to make it easy for the providers to navigate and accomplish their tasks. The flexible forms tool will be used to configure and expose the appropriate set of forms to the provider portal for physicians and caregivers to document information about the CYSHCN they are serving. These forms can include electronic signatures for approvals as well as a variety of other fields for capturing information.

For the process of assigning limited user accounts, the following steps will need to be taken:

1. Designated staff at OMCFH will need administrative rights to manage the user account provision to providers.
2. Caseload security needs to be enabled for each provider's user account to ensure restricted access to only certain CYSHCN records.
3. The children/youth need to be electronically referred through the software to the provider portal program.
4. Designated staff will need to assign the providers access to particular children/youth records through the caseload feature.

Upon logging in, the limited access accounts will allow providers to see a dashboard configured with a greeting message, instructions, and/or images defined by OMCFH. The dashboard will also display each of the provider's assigned patients and allow for documentation of services which will continue to build the service history in the system for each CYSHCN.

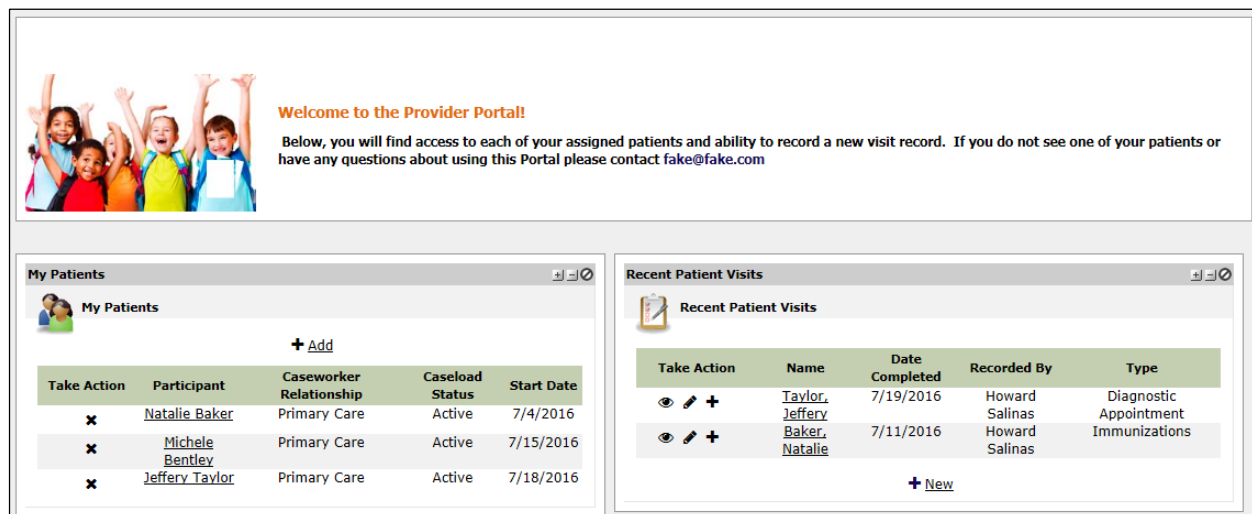


Figure 2 – Sample Provider Portal

Our Limited access licenses are defined by the following:

- One ETO Program will be reserved for the portal configuration
- One User name/password for each physician
- Physicians can use up to 3 unique TouchPoint Form configurations for documenting services
- Features enabled will include View/Edit Participant, My Dashboard, Caseload, Participant Dashboard, TouchPoint Forms, and Electronic Signatures

***The following are not included with limited access licenses: Reporting, Workflow, Notification Engine, and Customer support for physicians (An Administrator will need to contact Customer Support for issues with the Portal).*

Based on our experience in the Maternal and Child health fields nationally and the advent of Medicaid expansion as part of ACA increasing the number of insured members under Medicaid managed care (MCO), we know that there are other MCO provider portals that have been operationalized in the marketplace. We understand the sensitivity of introducing a new portal to the medical practitioner community, and know it must be done with minor burden to the individual physician.

In the first phase of implementation, we plan to test the provider portal with 50 Physicians to gauge user adoption and the benefits resulting from the reduction of administrative burden to the State's clinical care coordinators.

We will continue to work with the Department during negotiation, during the phased implementation, and post go-live to ensure the success and optimize the utilization of the provider portal.

4.1.1.3 Software must include a file generation tool which will allow OMCFH to submit required Title V Agency and Federal reports.

Yes. ETO software includes a reporting tool that will allow OMCFH to run and print required Title V Agency and Federal reports. ETO currently produces Title V Agency reports for over 10 states and has the capability to produce robust and comprehensive reporting based upon any data that is in the system. Furthermore, these reports can be developed by Social Solutions or by OMCFH staff who have completed the ETO reports training course.

Additionally, we understand that West Virginia is a key part of Medicaid expansion and that reporting needs and requirements will vary over time. Given this factor, we will work with OMCFH during negotiations to determine the scope of reports to be included and an appropriate plan for the development of these required reports.

4.1.1.4 Software must document all data to build and maintain the care plan for the CYSHCN and families receiving OMCFH services and to report on expected program outcomes including information regarding CYSHCN demographics, medical insurance coverage, community and educational services received diagnoses, and treating physicians.

Yes. ETO software's flexible form tools ensure that all needed documentation can be collected for the care plan including demographics, medical insurance coverage, community and educational services received diagnoses, and treating physicians. All information collected is available for reporting.

4.1.1.5 Software must record dates and scores of the Children with Special Health Care Needs Screener© administered with families of CYSHCN.

Yes. A form will be included that allows users to record the dates and scores of this assessment tool administered with families of CYSHCN.

4.1.1.6 Software must be able to interface with ApplicationXtender®.

Yes. ETO software has the capability to interact with ApplicationXtender. In similar projects the solution has involved ETO API's to create a link within the CYSHCN's record. Staff members will have the capability to click this link and be routed to the child's uploaded documents in the ApplicationXtender solution. During negotiations with OMCFH, Social Solutions will work with OMCFH to conduct a discovery of the integration capabilities of ApplicationXtender to finalize the scope and determine what best fits the needs of OMCFH clinical care coordinators.

4.1.1.7 Software must be able to accept batch uploads from other DHHR systems; i.e. Medicaid Management Information System (MMIS).

Yes. ETO software includes a Batch Upload tool that accepts an upload of data in Excel or CSV format. The Batch Upload tool can be used at any time to accept a file coming from the MMIS system.

4.1.1.8 Software must record client level data on health screening; including referrals and completion of referrals.

Yes. ETO fully supports the ability to record client level data. Each CYSHCN will have his/her own profile in the system for creating a record of services, assessments, and referrals. Forms will be configured in the system to meet all the needs of OMCFH to record client health screening information, referrals, and follow up to referrals.

4.1.1.9 Software must record Consents to Release Information to professionals of CYSHCN.

Yes. ETO software includes the ability to create forms to document details of a Consent to Release Information to professionals of CYSHCN.

4.1.1.10 Software must have the ability to accept batch uploads for all data elements within the system.

Yes. ETO's Batch Upload tool supports upload of Participant, Household, Entity, Referrals and TouchPoint data (services, assessments, other forms). The tool enables staff to efficiently create templates for matching fields and uploading data from other sources into ETO software. Data can be uploaded from CSV or Excel file formats.

4.1.1.11 Software must record communications among integrated medical homes.

Yes. ETO will allow integrated medical homes to track contacts and document interactions between all members of a client's medical team.

4.1.1.12 Software must provide a comprehensive view of CYSHCN participants across all programs and sites to users with appropriate authority.

Yes. ETO supports the ability for users with appropriate authority to have access to comprehensive data on participants across all programs and sites.

4.1.1.13 Software must maintain data on CYSHCN Program eligibility, including initial and annual eligibility determinations and subsequent reapplications.

Yes. A program eligibility form will be configured to track and maintain data for each period of eligibility. A full history of program eligibility information will be available at all times including the initial eligibility, annual eligibility, and any other subsequent reapplications.

Financial Eligibility for Form on 6/23/2016

Financial Tax Return Eligibility

Total Income
\$ 19500 Calculate

Multiplier
27910 Calculate

Federal Poverty Level
70 % Calculate

Eligibility Plan
R1

Eligibility Description
Financially Eligible

Calculate Eligibility Dates

Eligibility From
7/1/2016

Eligibility Thru
6/30/2017

Figure 3: Sample Eligibility form

4.1.1.14 Software must record care coordination activities and related data, including but not limited to the following:

4.1.1.14.1 Home and site visits

4.1.1.14.2 Assessments

4.1.1.14.3 Care plans

4.1.1.14.4 Medical summaries

4.1.1.14.5 Transition

4.1.1.14.6 CYSHCN contacts

4.1.1.14.7 Case comments

4.1.1.14.8 Any information pertinent to the client's official record.

Yes. All of the care coordination activities and related data listed above can be recorded in the system. The flexible form building tool, TouchPoints, will ensure that forms can be configured with a variety of field types include drop downs, check as many as apply, dates, numeric elements, demographics, notes boxes, time spent, cross references to other information in the system, attachment fields, signature lines, and more. Forms can also contain multiple tabbed pages, conditional rules, auto calculations, and pre-population to create an appropriate workflow for users to easily capture needed information for home/site visits, assessments, care plans, medical summaries, transition, CYSHCN contacts, case comments, and any information pertinent to the client's official record.

4.1.1.15 Software must allow for the electronic entry of CSHCN Program forms and maintain a historical record of data entered into these forms.

Yes. ETO software's form building tool will allow for the replication of questions/stimulus and answer/response elements from CYSHCN Program forms. This will allow users to enter data directly into the electronic forms in the system. Once data is entered and saved in a form for a CYSHCN, it will build a historical record of all data.

4.1.1.16 Software must generate form letters for correspondence between the CSHCN Program, CYSHCN and the medical home. Software must accommodate unlimited modifications to letterhead of said form letters.

Yes. Form letters will be configured through the reports writer which allows for extensive formatting options and prompts to insert the correct client's data. These letters can be generated on demand, printed as hard copies or saved to pdf for sending through electronic methods. The letter templates can be modified by CSHCN administrators and reports writers at any time.

4.1.1.17 Software must record data on emergency room and urgent care center utilization.

Yes. ETO will be configured with forms for users to record information about emergency room and urgent care center utilization.

4.1.1.18 Software must record data on physician visits, including both well-child and acute care visits.

Yes. ETO will be configured for users to record information on physician visits, including both well-child and acute care visits.

4.1.1.19 Software must maintain CSHCN Program clinical services data regarding scheduling, clinic outcomes, appointment outcomes and reason(s) for cancellation.

Yes. ETO supports the ability to maintain services data regarding scheduling, clinic outcomes, appointment outcomes and reasons for cancellation.

4.1.1.20 Software must record data from physician and family surveys.

Yes. Surveys can be configured with the flexible form building tool. These can be identified or de-identified. If you want to allow physicians and families to fill out de-identified surveys online, a generic user account can be created (e.g. survey@eto.com) that they can use to log into the software to fill out the survey form.

4.1.1.21 Software must record data from CYSHCN pre- and post-intervention assessments.

Yes. ETO's flexible forms tool supports the ability to replicate full assessment tools (all questions and answers) and/or assessment result summaries. Assessments can contain scoring elements if needed such as a total, subsection, or average scores for numeric and weighted elements. ETO supports a process to record multiple assessments for a participant at different intervals in time and will allow users to compare changes in assessment responses/scores.

4.1.1.22 Software must allow for differential levels of access for different users, including CYSHCN and family.

Yes. Access to ETO software is role based and allows for different levels of access for different types of users. The ETO Portal is designed to allow a client or a client's family to log into a dashboard view to record information through TouchPoint forms, view/edit basic demographic information and run reports. This tool empowers clients by giving them access to intake forms and specific resources that they can complete on their own. ETO Portal automatically inputs this client-entered data into ETO software and attaches it to the correct client record. This improves the quality of services by automating intake processes, allowing program clients to submit their own updates and relieving staff from time-consuming data entry.

4.1.1.23 Software must enable the State to make changes without additional programming. (For example: creating new forms or assessments, creating new entities, creating new demographics and creating ad-hoc reports).

Yes. ETO is specifically designed to empower a local ETO Administrator(s) to make changes to the system at any time without needing to involve Social Solutions technical support. Configuring new programs, fields, forms, and reports are accomplished with front end tools that require no programming knowledge. Social Solutions offers a new administrator training course to teach new ETO Administrators how to use these elements in the system and take ownership over your database. In addition to new administrator training, there is also a series of report training classes to train local report writers on the embedded report writing feature.

4.1.1.24 Software must allow the Title V Agency to extract data for adhoc data analysis and reporting in other programs (Microsoft Excel, Microsoft Access, SAS, Stata, and IBM SPSS).

Yes. ETO allows data to be extracted in common file formats including Excel, CSV, and TXT at any time. Data formatting can be manipulated with the reports writer or extracted and manipulated outside ETO for import into other systems.

4.1.1.25 Software must enable the use of wizards (a built-in tool that provides step-by-step guidance through a set procedure) to quickly build new graphs for selected outcomes. The graphs should show change over time with filters by population.

Yes. ETO Insight further enhances Social Solutions' reporting options by providing our customers with the most intuitive interface for reporting on outcomes. This out-of-the-box analytic and trending reports tool allows users to build a graphical report that shows progress toward a chosen outcome over time. ETO Insights are designed to be placed directly on the dashboards which encourages staff to leverage data. There is also the option to include "effort" information, where effort is the sum of time spent or count of services to see how particular efforts relate to the outcome over time. These reports are quick and simple to construct with a point and click wizard tool.

4.1.1.26 Software must enable duplicate check settings to be established on multiple demographic elements and include like or exact matches.

Yes. ETO provides two levels of duplicate checks: one upon submission of a new client record that prompts the user to view and make a decision about any matching records; second is an administration tool for merging two records together. Administrators manage duplicate check settings including which demographic fields to use in the match criteria, whether it checks for an exact or like match, and how many fields need to match before producing a warning. For instance, three fields can be set as match like First Name, Last Name and Date of Birth and a setting can be applied whereby it produces a duplicate warning if at least 2 of 3 criteria match.

4.1.1.27 Software must enable the Title V Agency to create ad-hoc reports and must include licensing for ad-hoc report creation and publishing.

Yes. ETO software has embedded SAP Business Object reporting technology including the Web Intelligence report writer which will give OMCFH the flexibility to build ad hoc reports. This is a core feature of ETO software which is included in your license for unlimited use to create and publish queries and reports. The report writer features drag and drop functionality that allows report writers to create a query, format the retrieved information, and analyze it to understand underlying trends. The report writer includes but is not limited to the following advanced features:

- Filter and sort results with prompts and input controls
- Add and format tables and charts
- Add formulas and create variables
- Create a drill down report to see additional details
- Schedule reports to be emailed to individuals
- Create your own data universes

4.1.1.28 Software must enable data sharing among providers governed by rules established within the system.

Yes. ETO supports the ability to set up data sharing rules among providers. Demographic fields and TouchPoint forms have security settings to decide which provider and user role can add, view, edit, and delete information. Special security settings also determine if form information should travel with referrals or concurrent enrollments.

4.1.1.29 Software must provide for a notification engine to generate email and dashboard based notifications based on events within the software. The business rules should be able to be set and changed by the Title V Agency over time.

Yes. ETO's Notification Engine sends alerts based on configured rule sets when certain data criteria are met or certain actions are taken in the software. ETO Notification Engine triggers emails and/or internal notification messages within the ETO software interface for staff to review. New notifications can be created by the Title V Agency with a Wizard tool.

4.1.1.30 Software must enable correlation reporting through wizard based tools to enable rapid analysis of client outcomes.

Yes. The Correlations Explorer feature in ETO enables the user to explore what services and intensity of services are having the greatest impact. The foundation of this tool is the use of Pearson's correlation coefficient. Otherwise known as 'r', Pearson's correlation coefficient is a statistical calculation that measures the strength of a relationship between two or more variables.

4.1.1.31 Software must include configurable dashboard views for participants, families, entities and staff.

Yes. The software includes configurable dashboard views for participants, families, staff, and other entities tracked in the system. Administrators can set dashboard templates according to the needs of different programs and user roles. Templates can be locked or end users may be permitted to edit their own dashboard to personalize it to their own preferences. Dashboards are designed to contain information that helps a user navigate the system, quickly review the most recent history, and record new information.

4.1.1.32 Software must include an open web services based application programming interface (API) to facilitate data integration using Simple Object Access Protocol (SOAP) standards.

Yes. Our public application programming interfaces (APIs) are REST-based and emit JSON or XML based on request type, so APIs can be consumed by any technology capable of working against simple web service REST endpoints. JavaScript libraries, such as jQuery, make consuming APIs a 1-2 line call.

4.1.1.33 Software must include a searchable online help manual for all functions.

Yes. Users can access our searchable online Help Manual to find out how to use software features, quickly locate answers to commonly asked questions, or watch recorded trainings.

4.1.1.34 Software must include search functionality for participants, entities and families.

Yes. ETO includes the ability to search for participants, entities, and families by name and other identifying elements.

4.1.1.35 Software must enable access to ApplicationXtender® where documents are to be uploaded and attached to client records.

Yes. ETO software has the capability to interact with ApplicationXtender. In similar projects the solution has involved ETO API's to create a link within the record. Staff members will have the capability to click this link and be routed to the child's uploaded documents in the ApplicationXtender solution. During negotiations, Social Solutions will work with OMCFH will conduct a discovery of the integration capabilities of ApplicationXtender to finalize the scope and determine what best fits your needs

4.1.1.36 Software must provide security support for HIPAA compliance in accordance with West Virginia DHHR privacy policies.

On March 31st, 2016 ETO passed an external penetration scan, including application tests for HIPAA Requirements using a Qualified Scanning Vendor (Rapid7), using the protocols

and frameworks listed in the chart below. Additionally, Social Solutions complies with the minimum policy and privacy standards under the law.

4.1.1.37 Batch import must allow for multiple search criteria simultaneously, including but not limited to the following:

- Wildcard search capabilities (in case of misspelling of names).
- DOB: Date of Birth.
- Name (first, middle, and last).
- Geographic location.

The ETO Batch Import Tool allows for matching on user defined fields. In the case that OMCFH believes that there are misspelling or other issues with the data quality with the names fields (first, middle, and last). Social Solutions will recommend using other fields to match to the correct record.

4.1.1.38 Software must generate reminders for well child visits due based on calculation of age and previous appointment dates.

Yes. The software can produce a list of upcoming well child visits based on calculations of the child's age and previous appointment dates.

4.1.1.39 Family information must relate to client in a one to many relationship, meaning the client's record is the primary record but information from multiple related records can be linked back to the client's record for easy reference.

Yes. The CYSHCN record can be the primary record with all information about family members and other contacts recorded from the CYSHCN's profile in the system.

Alternatively, family functionality allows for all members of the family to have distinct records/profiles in the system joined together by family relationship types. In this scenario, users can record information for individual members or for the family as a whole. The Social Solutions' Professional Services team can help you determine which approach is best for the need of OMCFH.

4.1.1.40 Software must allow users to view premade reports reflecting the client(s) information based upon the user's level of authorization.

Yes. The *View Reports* page will allow users to access links to open all pre-made reports they are given access to view.

4.1.1.41 Software must have a limited deletion role – only the System Administrator will be authorized to delete.

Yes. The security settings on the TouchPoint forms are set by the System Administrator and govern who can add, view, edit, and delete forms. Deletion can be restricted to only the System Administrator.

4.1.1.42 Software must allow for records to be marked as inactive and the information be excluded in reports.

Yes. Participants who are no longer active in services are “dismissed” from programming and do not show up in active participant lists. This allows historical data to be easily available for reporting and historical client records can be retrieved for re-enrollment when needed. The reporting feature includes an “Active” filter for an easy way to only include data for those currently receiving services within a date range.

4.1.1.43 Software must allow for records to be reactivated, at which point all existing information will be included in reports.

Yes. Participants who are no longer active in services are “dismissed” from programming and do not show up in active participant lists. This allows historical data to be easily available for reporting and historical client records can be retrieved for re-enrollment when needed.

4.1.1.44 Software must track individual transactions for Title V funded services by services and client.

Yes. The software will allow users to track individual transactions for Title V funded services by service and client.

4.1.1.45 Software must set alerts based on defined formulas calculated using dates or manually entered ones.

Yes. ETO’s Notification Engine sends alerts based on configured rule sets when certain data criteria is met or certain actions are taken in the software. ETO Notification Engine triggers emails and/or internal notification messages within the ETO software interface for staff to review. New notifications can be created by the Title V Agency with a Wizard tool.

4.1.2 Conceptual design of web-based performance and case management system to support the coordination and integration of information and services for CYSHCN (0 – 30 calendar days after contract start date).

Yes. Social Solutions will provide the conceptual design of the ETO system within the timeframe shown above. We have included our proposed Project Management Plan and timeline which include details regarding this phase in Attachment 6.

4.1.2.1 Vendor will attend and participate in a meeting at OMCFH located at 350 Capitol Street, Charleston, West Virginia 25301 to develop a conceptual design. This meeting will last no longer than two (2) days. Vendor will be responsible for all costs incurred for its staff to attend the session; including travel expenses, lodging and meals.

Yes. Social Solutions agrees to attend and participate in the meeting noted above and will be responsible for all costs incurred for our staff to attend.

4.1.2.2 Vendor, OMCFH and West Virginia Office of Technology (WVOT) staff will work together during the meeting to ensure the conceptual design focuses on functional requirements, administrative requirements, system maintenance requirements, and reporting requirements.

Yes. Social Solutions will work with OMCFH and WVOT to ensure the conceptual design focuses on functional requirements, administrative requirements, system maintenance requirements, and reporting requirements.

4.1.3 Written Design of Web-Based Data Collection System (31 – 60 calendar days after contract start date).

Yes. Social Solutions will provide the written design of the ETO system within the timeframe shown above. We have included our proposed Project Management Plan and timeline which include details regarding this phase in Attachment 6.

4.1.3.1 Vendor will complete a written design (blueprint) for the web based performance and case management system based upon the conceptual design phase and provide copies to OMCFH for review and approval. During the written design phase, vendor will communicate with OMCFH as often as necessary by telephone and will provide progress reports to OMCFH via email every two weeks.

Social Solutions will complete Blueprint for the ETO system based upon the conceptual design phase and provide copies to OMCFH for review and approval. During the written design phase, Social Solutions will communicate with OMCFH as often as necessary by telephone and will provide progress reports to OMCFH via email every two weeks

4.1.4 Development of Web-Based Data Collection System (61 – 150 calendar days after contract start date).

Yes. The Development of the ETO system will be completed within the timeframe shown above. We have included our proposed Project Management Plan and timeline which include details regarding this phase in Attachment 6.

4.1.4.1 Vendor will use the OMCFH approved written design to develop/implement the web-based performance and case management system to support the coordination and integration of information and services for CYSHCN.

Yes. Social Solutions will use the OMCFH written design to develop/implement the ETO system to support the coordination and integration of information and services for CYSHCN.

4.1.5 Training (151 – 240 calendar days after contract start date).

4.1.5.1 Vendor will provide at least one (1) train-the-trainer workshop for the CSHCN administration team at 350 Capitol Street, Charleston, West Virginia 25301. Vendor will be responsible for all costs incurred for its staff to attend the session; including travel expenses, lodging and meal.

Yes. Social Solutions will provide training as detailed in the following. We understand that planning for Software training is critical to a successful implementation and go-live experience. Social Solutions will continue to work with OMCFH to formulate a viable training plan.

The OMCFH ETO Administrator should participate in the following courses, as a recommended best practice. It is highly recommended that the Software Administrator complete the Software Administrator Orientation within 2 weeks of scope and schedule review call.

- Software Administrator Orientation
- Software Results Orientation

The following are additional trainings by participant:

User Group	Required Skills/Functions	Number to Be Trained	Training Plan
ETO Administrator(s)	Adjusting configuration, adding configuration components	3	<ul style="list-style-type: none"> • ETO Administrator Orientation and Certification, • Custom training
Data Analyst(s)/ Report Builders	Extracting Data, Building New and Custom Reports in ETO Results	3	<ul style="list-style-type: none"> • ETO Results Self-Paced Orientation, • ETO Results Intermediate, • ETO Results Advanced, • Online Query Wizard tutorials
Program Managers	Reviewing others work, program-specific reporting, some data entry	3	<ul style="list-style-type: none"> • Attend end-user training provided by West Virginia CSHCN

Program Staff	Data entry for Services (Train the Trainer)	Up to 15	<ul style="list-style-type: none"> • Attend end-user training provided by West Virginia CSHCN • All in person trainings are capped at a max of 15 participants per training to accommodate staff training greater than 15 participants requires an additional training sessions at the standard hourly rate per training session.
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Additional information can be found by following the below links.

ETO TRAINING CALENDAR, FREE DEMOS, AND TRAININGS:

<http://www.socialsolutions.com/about-us/customer-training/>

ETO HELP MANUAL:

<https://sites.google.com/site/etosoftwarehelpmanual/>

4.1.5.2 Vendor will develop and provide the following training materials for OMCFH approval:

Social Solutions will work with OMCFH to develop and provide all of the following training materials for approval:

4.1.5.2.1 Advanced User and Basic User Training Guides with step-by-step instructions (in PDF format) for using the web-based data collection system and generating reports.

4.1.5.2.2 Basic User Training Webinar that includes step-by-step instructions for using the web-based data collection system and generating reports. Webinar will become the property of OMCFH upon delivery; be hosted on OMCFH's website; and will be used as a refresher course tool.

4.1.5.2.3 Advance User Training Webinar that includes step-by-step instructions for system development. Webinar will become the property of OMCFH upon delivery and will be hosted on OMCFH's website.

4.1.6 Go-Live for CYSHCN (241 – 270 calendar days after contract start date)

Yes. Go-Live of the ETO system for CYSHCN will be completed within the timeframe shown above. We have included our proposed Project Management Plan and timeline which include details regarding this phase in Attachment 6.

4.1.6.1 Vendor will make software available live on its website at which time the WV Office of Technology will link it to OMCFH's website resulting in it being available for full use by OMCFH and authorized local pediatric provider users. All data captured will be owned by OMCFH.

Vendor will provide all software source codes or escrow (at vendor's expense) all software source codes to ensure that the State obtains access to the software source codes should the maintenance of the software cannot otherwise be assured.

Any escrow agreement will be between the vendor, the OMCFH and the escrow agent. After a mandatory verification by the OMCFH, the escrow agent will hold all software source codes.

At the moment the vendor can no longer guarantee business continuity, the escrow agent will ensure that the software source codes are released to the OMCFH.

Social Solutions has entered into an "Escrow Agreement" with Iron Mountain and will take the necessary and commercially reasonable steps to enroll OMCFH in the program. Social Solutions shall maintain the Escrow Agreement for the duration of the Agreement and will notify OMCFH of any material changes in the terms of the Escrow Agreement with Iron Mountain.

4.1.7, 4.1.8, 4.1.9, 4.1.10 Maintenance, Support, and Upgrades (Year 1), (Optional Renewal Year 2), (Optional Renewal Year 3), (Optional Renewal Year 4)

4.1.7.1, 4.1.8.1, 4.1.9.1, 4.1.10.1 Vendor will provide live, toll-free support (Monday through Friday from 8:00am to 8:00pm EST) to all authorized users throughout the life of the contract.

Yes. The following is included in our Standard Support Package (provided to all ETO customers):

- Phone/email support Monday through Friday 8 a.m. to 8 p.m. (EST)
- Online chat support is only available Monday through Friday 9 a.m. to 5 p.m.
- After Hours support is available via email for critical cases Monday through Thursday 8 p.m. to 11 p.m., Friday 8 p.m. to 10 p.m., and weekends 10 a.m. to 8 p.m.

4.1.7.2, 4.1.8.2, 4.1.9.2, 4.1.10.2 Vendor will provide maintenance and will include all upgrades of the web-based data system (specific to the license purchased) to CYSHCN. Upgrades will be based only upon the data referenced in Section 4.1.1 and/or Attachment 2 "Business Requirements Document" of this RFQ.

Social Solutions performs monthly maintenance and also has quarterly releases that contain upgrades and enhanced and new functionality. Social Solutions' Support team notifies clients of new releases via an e-newsletter and provides both free access to live and recorded trainings on new and enhanced features. The ETO online help manual is also updated to reflect all changes. These upgrades and enhancements will not affect OMCFH's specific configuration. Configuration specific updates will be performed by a local OMCFH ETO administrator as needed including editing and/or creating new fields and forms.

4.1.7.3, 4.1.8.3, 4.1.9.3, 4.1.10.3 Vendor will provide access for all registered users to web-based software trainings offered no less than weekly for the duration of the contract.

Yes. Social Solutions provides a Learning Management System which will allow all registered users with access to a free training on demand.

4.1.7.4, 4.1.8.4, 4.1.9.4, 4.1.10.4 Vendor will develop and maintain updates to an established project timeline with anticipated completion dates (see 4.1.3.1 for more detail).

Yes. Social Solutions will develop and maintain updates to an established project timeline with anticipated completion dates.

4.1.11 Licensing, Software, Hardware, Support Terms and Conditions: Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions either in writing or digitally, that the Vendor requires for the Agency to order and receive the commodities or services offered as part of this contract. All Vendor requirements must be submitted in writing prior to the award of any contract resulting from this solicitation or disqualification of the Vendor's bid may result.

We have included our Service Level Agreement as Attachment 7, and our Master Services Agreement as Attachment 8.

5. CONTRACT AWARD

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The fixed period contract term shall be for a period of two hundred seventy-four (274) days. Year one (Y1) maintenance will be established by formal Change Order upon acceptance of the system. Optional renewal periods for years two (Y2), three (Y3), and four (Y4) will be included in the Grand Total Price cost for bid evaluation only and will be added annually upon mutual agreement between the Agency and the successful bidder by change orders.

Social Solutions understands and acknowledges the statements above.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing a description of the manufacturer model being bid, provide a unit price for the commodity line. If responding to the Request for Quotation on paper (Exhibit A), vendors should also provide an Extended Price for each Commodity Line. Add up the extended price column to get the Grand Total Price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

We have included the completed Exhibit A – Pricing Page in full and have included it as Attachment 1.

6. PERFORMANCE

Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

Social Solutions has included a proposed timeline for the performance of Contract Services per the RFQ requirements. Upon award, we will work with OMCFH to confirm the schedule and deliverables.

7. PAYMENT

Agency shall pay as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Social Solutions agrees to accept payment in accordance with the payment procedures of the state of West Virginia.

8. TRAVEL

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

Social Solutions has included anticipated mileage and travel costs as a flat fee included in Exhibit A – Pricing Page as Attachment 1. We acknowledge and understand that OMCFH will not pay these costs separately.

9. FACILITIES ACCESS

Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

It is unlikely that we will need such type of access for implementation services, but we are providing the following information in the case that such access is deemed necessary.

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

The following principal service personnel from Social Solutions will need to be issued access cards and/or keys to perform service:

- Aubrey Sears, Contract Manager
- Justin Scott, Solutions Architect
- Amy Hecht, Implementation Consultant
- Dan Kitson, Technology Consultant
- Sabrina Gilbert, Lead Trainer

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

Social Solutions will be responsible for controlling access cards and keys and will if the cards or keys become lost or stolen, we will pay the replacement fee.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

Social Solutions will notify OMCFH immediately if any card or key is lost, stolen, or missing.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

Social Solutions acknowledges and understands that all employees performing under this Contract will be subject to OMCFH's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

Social Solutions will inform all staff of the Agency's security protocol and procedures.

10. VENDOR DEFAULT

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

Social Solutions has reviewed the Terms and Conditions above and we welcome the opportunity to conduct reasonable negotiations with the State with respect to certain provisions.

11. MISCELLANEOUS

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Aubrey Sears
Telephone Number: 404-660-4080
Fax Number: 443-460-3473
Email Address: asears@socialsolutions.com

Attachment 1 – Exhibit A, Pricing Page

**EXHIBIT A
PRICING PAGE**

**REQUEST FOR QUOTATION
CRFQ 0506 MCH1600000003**

Contract Item#	Description	Quantity	Unit Price	Extended Price
4.1.2	Conceptual Design of web-based performance and case management system to support the coordination and integration of information and services for CYSHCN (Month 1).	1	\$ <u>T&M</u>	\$ <u>38,270.00</u>
4.1.3	Written Design of Web-Based Data Collection System (Months 1-2).	1	\$ <u>T&M</u>	\$ <u>70,735.00</u>
4.1.4	Development of Web Based Data Collection System (Months 2-5).	1	\$ <u>T&M</u>	\$ <u>24,940.00</u>
4.1.5	Training (Months 6-8).	1	\$ <u>T&M</u>	\$ <u>6,350.00</u>
4.1.6	Go-Live for CYSHCN (Month 9)	1	\$ <u>T&M</u>	\$ <u>11,180.00</u>
4.1.7	Maintenance, Support and Upgrades (Year 1)	1	\$ _____	\$ <u>85,328.00</u>
4.1.8	Maintenance, Support and Upgrades (Year 2)*	1	\$ _____	\$ <u>80,328.00</u>
4.1.9	Maintenance, Support and Upgrades (Year 3)*	1	\$ _____	\$ <u>80,328.00</u>
4.1.10	Maintenance, Support and Upgrades (Year 4)*	1	\$ _____	\$ <u>80,328.00</u>

Physicians' portal test phase of 50 limited-use annual licenses costs \$154 per license.

**EXHIBIT A
PRICING PAGE**

**REQUEST FOR QUOTATION
CRFQ 0506 MCH1600000003**

			<u>Grand Total Price</u>	\$ <u>477,787.00</u>
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*Contract will be issued for only the Year one (1) costs. Optional contract renewals for Maintenance, Support, and Upgrades for Year two (Y2), Year three (Y3), and Year four (Y4) will be included in the Grand Total Price cost for bid evaluation only and will be added annually by Change Order upon mutual agreement between the Agency and the successful bidder.

Contract will be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Bid Amount.

Delivery of orders will be F.O.B. Destination.

Vendor Name: Social Solutions Global, Inc.
Physical Address: 425 Williams Court, Suite 100 Baltimore, MD 21220
Remit to Address: Same as above
Telephone: 866-732-3560
Fax: 443-460-3375
Email: thenedix@socialsolutions.com

Signature: 	Date: August 10, 2016
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Attachment 2 – Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Social Solutions Global, Inc.

Authorized Signature: P. Bene Date: August 9, 2016

State of MARYLAND

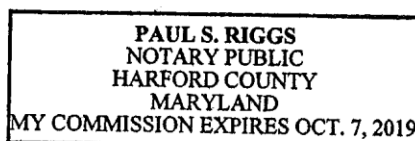
County of HARFORD, to-wit:

Taken, subscribed, and sworn to before me this 10th day of AUGUST, 2016.

My Commission expires OCTOBER 7, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC Paul S. Riggs



Purchasing Affidavit (Revised 08/01/2015)

Attachment 3 – General Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

☒ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within two hundred seventy-four (274) days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional three (3) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

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

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☒ 3.1 Proof of experience in delivering and supporting a performance and case management system, currently in operation, for at least one (1) State.

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

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

N/A

for N/A

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

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

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

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

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

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

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

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

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

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

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

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

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

Jonathan Kaffen, Director, Health & Human Services Initiatives

(Name, Title)

Jonathan Kaffen, Director, Health & Human Services Initiatives

(Printed Name and Title)

425 Williams Court, Suite 100, Baltimore, Maryland 21220

(Address)

(216-392-7822) / (443-460-3473)

(Phone Number) / (Fax Number)

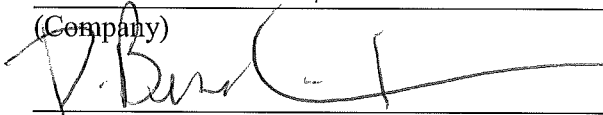
jkaffen@socialsolutions.com

(email address)

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

Social Solutions Global, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Patricia Benedix, Chief Financial Officer

(Printed Name and Title of Authorized Representative)

August 9, 2016

(Date)

(443-460-3432) / (443-460-3473)

(Phone Number) (Fax Number)

**Social Solutions has reviewed the Terms and Conditions contained in the Solicitation and we welcome the opportunity to conduct reasonable negotiations with the State with respect to certain provisions. We have also included our Master Services Agreement (MSA) as Attachment 8 in our proposal response.

Attachment 4 – Acknowledgement of Addenda

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MCH1600000003

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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

Soclat Solutions Global, Inc.

Company


Authorized Signature

August 9, 2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/1/2012

Attachment 5 – Copy of Social Solutions' Purchase Order with CDPH

CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER 15-PO-02689	AMENDMENT NO.
SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE 04/15/2016	PAGE OF PAGE 1 2

S H I P T O	CA Department of Public Health, MCAH 1615 Capitol Ave Ste. MS 8305 Sacramento California 95814 Attn: Eyma Camp	B I L L T O	CA Department of Public Health, MCAH PO Box 997420 MS 8305 Sacramento California 95899-7420 Attn: Eyma Camp	AGENCY BILLING CODE 083688
				PURCHASING AUTHORITY NUMBER CDPH-4265
				LEVERAGED PROCUREMENT AGREEMENT NO. 3-15-70-2617B

TO
SUPPLIER
ADDRESS

(Type or
Print
Legibly)

Social Solutions Global, Inc.
Attn: Tricia Benedix
425 Williams Court
Suite 100
Baltimore, MD 21220

INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER

AGENCY OR BUYER INFORMATION	AGENCY TRACKING/REQUISITION NUMBER (Optional) 15-CFH-0842
AGENCY NAME CHHS	CONTACT NAME Irma Espinoza-Camp
CONTACT E-MAIL ADDRESS Eyma.camp@cdph.ca.gov	
CONTACT PHONE NUMBER (916) 650-0396	CONTACT FAX NUMBER (916) 650-0307

SUPPLIER CONTACT NAME Tricia Benedix	SUPPLIER PHONE (443) 460-3432	SUPPLIER FAX NUMBER	SUPPLIER E-MAIL ADDRESS tbenedix@socialsolutions.com
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PAYMENT TERMS Net 45	CERTIFICATION NUMBER	<input type="checkbox"/> Certified Small Business	<input type="checkbox"/> Certified Microbusiness	EXPIRATION DATE	<input type="checkbox"/> Certified DVBE	EXPIRATION DATE
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REQUIRED DELIVERY DATE	SHIPPING INSTRUCTIONS	<input type="checkbox"/> F.O.B. Destination FRT.PPD	<input type="checkbox"/> F.O.B. Destination FRT.PPD/ADD Freight not to exceed cost stated on P.O.	<input type="checkbox"/> F.O.B. ORIGIN FRT.COLL.	CITY	STATE	ZIP CODE
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ITEM NUMBER	QUANTITY	UNIT	COMMODITY CODE or PRODUCT CODE or SERVICE ID NUMBER	RECYCLED PRODUCT	PRODUCT OR SERVICES DESCRIPTION	UNIT PRICE	EXTENSION TOTAL
1					CMAS Agreement TERM: 5/1/2016 thru 10/31/17.		
2					Provide MCAH, CHVP and BIH Program with support of data collection operations and report progress on legislatively mandated outcomes and benchmarks while supporting continuous quality improvement.		
3					Provide secure web-based hosting of the software application and data. Provide technical assistance for full term of contract.		
4					RFO 15-CFH-0842 & Contractor's Response incorporated by reference.		
5					Attachments: A.- RFO SOW A1 -KTR's SOW(15 pages) B.- Cost worksheet (4 pages). and Staff Resumes (10 pages)		
6					Project Manager		
7	75	HR		NA		141.31	10,598.25
8	80	HR		NA	Developer 132-51	150.73	12,058.40
9	1	EA		NA	Software as a Service Fee	387,299.33	387,299.33
10					15/5520-53108-706-81-93994L-083688 \$13665.20		
11					15/5520-53140-706-81-93505L-083688 \$31885.46		

A-1 ☐ General Provisions are incorporated herein by reference to:

☐ Form GSPD - 401Non-IT Commodities (revision date _____) OR ☐ Form GSPD - 401IT (revision date _____)
☐ ATTACHED OR ☐ Published at website: www.dgs.ca.gov/pd

TERMS
AND
CONDITIONS

A-2 ☒ This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement No.) are incorporated herein by reference as if set forth in full text.

B ☐ Agency Special Provisions are attached and titled _____

C ☐ Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.

* NOTE: If there are variable charges for Installation, Shipping or Freight, or Other Non-Taxable Services, detail per line item and enter total here.

TAXABLE SUBTOTAL **0.00**

TAX RATE **0%** SALES TAX

* INSTALLATION
 * SHIPPING/FREIGHT
 * OTHER NON-TAXABLE **409,955.98**


PROCUREMENT METHOD	<input type="checkbox"/> COMPETITIVE: Solicitation Number (if applicable) _____
<input checked="" type="checkbox"/> LEVERAGED	<input type="checkbox"/> DVBE / SMALL BUSINESS [GC 14838.5(a)]
<input type="checkbox"/> NON-COMPETITIVELY BID	<input type="checkbox"/> EXEMPT

PROGRAM / CATEGORY (Code and Title)	FUND TITLE	VERIFIED NO STATE SURPLUS AVAILABLE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	PAID BY CAL-CARD <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	RPT	GRAND TOTAL 409,955.98
ITEM 4265-001-0089	CHAPTER 10	STATUTE 2015	FISCAL YEAR 15/16	(OPTIONAL USE)	OBJECT OF EXPENDITURE (CODE AND TITLE) 706-81

CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.

AUTHORIZING NAME (Print or Type) **Delores Clark, Chief** TITLE **Centralized Contract Services Unit**

AUTHORIZING SIGNATURE  DATE **4/21/16**

UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER

ADJUSTMENT INCREASING ENCUMBRANCES

ADJUSTMENT DECREASING ENCUMBRANCES

CERTIFIED CORRECT (SIGNATURE) 

[illegible]

Attachment 6 – Project Management Plan (includes timeline)

1. PROJECT MANAGEMENT PLAN - INTRODUCTION

The purpose of this Project Management Plan (PMP) is to define the processes and methodology that will be applied to the West Virginia Office of Maternal, Child and Family Health's (OMCFH) ETO System. This document is to be used to achieve formal definition and consistency for the areas outlined below.

The goal of this document is to provide stakeholders with project management processes for successful execution of this project. This document is designed to answer the question on "how" the project will be managed.

2. OBJECTIVES

2.1 Project Objectives

The objectives of the project are to:

- Provide a web-based performance and case management system to support manage business processes associated with providing and coordinating benefits and services for children and youth with special health care needs served by OMCFH.
- Provide a job aide that will outline how staff interact with the technical solution to provide streamlined and coordinated benefits and services to participants.
- Improve data collection efficiencies
- Allow for better coordination of information and status of participants between providers and care coordinators.

2.2 Critical Success Factors

Social Solutions' believes that there are proven success factors that support a successful implementation. These include:

- Regular Communication (Weekly Status Calls, Team Meetings and 1x1s)
- Escalate Issues, Risks and Change Requests as they arise
- Confirm adequate project staffing for the work and dates needed
- Get to know key dates and deliverables in the work schedule
- Attend Status Calls and Team Meetings
- Commit to 24 Hour Turnaround for decisions and information requests
- Familiarize yourself with and learn your software early in the process
- Leverage pre-built best practices, touchpoints (forms) and reporting in the Software as much as possible
- Avoid Unnecessary Customization
- Pro-actively manage the coming change and set expectations with your staff.
- Be clear about what is and isn't in current scope for this implementation – start a "next phase" list if applicable
- Set up User Accounts early
- Learn to walk before trying to run...

3. EMPOWER IMPLEMENTATION APPROACH

3.1 High-Level Implementation Approach

Social Solutions will lead and work with West Virginia Maternal, Child and Family Health to accomplish and complete the foundational activities and defined deliverables. We will establish a Program Management Office and develop and implement the Project Management Plan, which will define the processes, procedures and tools by which the Project will be executed and monitored provided that, in the event of any inconsistencies between the Project Management Plan and the Project Contract exist, the Project Contract terms shall control.

Social Solutions will develop management processes for issue, risk, project change control, communication, and training to aid the implementation team in addressing problems or issues that arise during the Project. Social Solutions will set up the format for tracking the West Virginia Maternal, Child and Family Health requirements in a Requirements Traceability Matrix. During the initial period of the project, OMCFH administrators or similar project team members will begin the training needed to understand the Software and to be able to contribute most effectively to project activities.



3.2 Empower Methodology™

The Empower Methodology™ is the implementation methodology that will be used to implement ETO. The phases of Social Solutions' Empower Methodology™, as applied to the Project, are as follows:

- Planning phase, which includes start-up activities and deliverables including your project work plan, project management plan and kick off meeting to start the project. These are major elements in the methodology that begin at the start and carry forward throughout each phase of the project.

- Design phase, includes gathering detailed design requirements reflecting core outputs and outcomes, and, culminates in documenting the agreed “blueprint” of the solution to be built. The blueprint defines the specifications of how your software will be configured, which is best if done after key training has been completed.
- Build phase, which includes the construction, configuration and the initial demonstration of the system as outlined in the blueprint.
- Testing phase, which includes [client name] testing of the system to confirm that the system operates as defined in the design stage and identify any defects that need to be corrected prior to going live in production. Desired changes resulting from the testing phase will be discussed and completed either by Social Solutions or by the Software Administrator either before or after the current project’s completion. In addition, if included in your contract, end user training will be provided to prepare users to effectively navigate the new system. The completion of this phase culminates in you going live with your system so end users are able to begin using the system.
- Support phase, which includes transition to our ongoing support department post your ‘go-live’ who will be the primary contact for questions, concerns and any needed additional support as OMCFH moves forward toward the benefits of the new software.

4. SCOPE

A clear project scope definition will be one of the most important aspects of managing the OMCFH project as it clearly identifies what is to be implemented and key work products to be produced.

4.1 Scope of Project

The scope of this project includes:

Add-Ons	<p>In order to meet the target production date, only these add-on products will be implemented: Electronic Signature, Alerts/Notifications, Electronic Signature, Workflow/Approvals and Portal</p> <ol style="list-style-type: none">1. Workflow includes 8 hours of consulting setup time to install 4 workflows. Social Solutions requires OMCFH to attend workflow training. Additional hours can be purchased with a change order if needed for additional scope.2. Notification Engine includes 4 hours of consulting time to install 4 notifications. Social Solutions requires OMCFH to attend notification engine training. Additional hours can be purchased with a change order if needed for additional scope.3. Electronic signature and portal include initial installation (customer required to provide requirements during planning phase of project).
Sites	<p>These sites are considered part of the implementation: West Virginia Site: OMCFH,</p>

Programs	These programs are considered part of the implementation: up to 4 programs, for example: Intake/Eligibility, Care Coordinators, Home Care, Physician Care, OMCFH Admin. Physician portal is considered a program for this RFP response.
Custom Development	Custom Development is out of scope for this implementation.
Reporting	The number of reports included are: Up to five (5) 1 page letters generated in the ETO Reporting Platform, Clinic Report, To Do List Report, and Alert Reports.
Testing	Testing will include: Up to 2 demos (one for Care Coordinators and one for Providers), Build of test scripts for up to 5 use cases, and defect resolution in coordination with West Virginia's identified System Administrator
TouchPoints	The maximum number of TouchPoints will be: up to 25 Touchpoint or Service Forms created.
Training	Training will include, Train-the-Trainer and System Administrator Training onsite in Charleston, West Virginia.

4.2 Items out of Scope

The following items are not included in the scope of work for this project. They include:

- Report Build in excess of 80 hours is out of scope for this implementation.
- API Interface with DHHR Systems such as Medicaid Management Information is out of scope for this implementation.
- Unlimited modifications to letterhead for form letters is out of scope for this implementation. System Administrators can make unlimited edits.
- API Interface with Emergency Room and Urgent Care databases is out of scope for this implementation
- API Interface with Application Extender is out of scope for this implementation.
- API Interface with Molina is out of scope for this implementation

4.3 Constraints and Assumptions

The following constraints and assumptions have been identified in relationship with this project:

- 36-week project from project kick off to go-live for the core configuration and data migration of the solution to enable tracking of participants in programs.

- The following items require additional scope, duration, resourcing and professional services fees to complete:
 - Application Extender Interface
 - Custom Federal Reports
 - Molina Interface
- Phases will not start until completion of previous phase, unless otherwise mutually agreed upon.
- Social Solutions has included excel based (web services functioning) batch upload tool as the solution to adhere to the ability to upload files to the database. Should a more native or “real-time” based integration be required by OMCFH, Social Solutions requires further discovery to fully develop, test, and implement according to the RFP requirements.
- Integrations with other third party systems or databases is out of scope of this implementation
- This implementation includes 5 custom reports (5 reports that take less than 16 hours each to design, develop, test, and deploy) – Clinic Report, To Do List Report, and Alert Reports.
- This implementation includes up to two (2) 2 hour demos, one for care coordinators and one for providers.
- Social Solutions, in coordination with OMCFH, will build up to test scripts for up to 5 use cases.
- Implementation includes 2 ETO Administrator Subscriptions and 2 ETO Report Writer Subscriptions.
- Custom reports developed and implemented by Social Solutions include a 30-day warranty after implemented in production. Changes to reports after the 30-day period will require additional funded services if OMCFH expects Social Solutions to maintain custom reports developed by Social Solutions. Any custom reports developed by OMCHF which require Social Solutions to update reports, will require services to be procured via a professional services order from the Account Manager based on the scope needed.
- OMCFH can have one of each type of dashboard (participant, staff, entity, Physicians Portal, Participant Portal, and TouchPoint).
- OMCFH will provide an ETO administrator who is trained, or will take the training within 2 weeks of the Scope, Management Plan & Schedule Review call.
- OMCFH will staff projects accordingly to enable a 3-week completion of User Acceptance Testing.
- OMCFH will commit to fully participate in blueprint review call to effectively design their ETO site.
- OMCFH will reply to requests from the Social Solutions’ PM within 24 hours.
- OMCFH is running in Windows operating systems using Internet Explorer. Some features are also available for use on the iPad, using the Safari browser.
- Data Migration of up to 3 source data tables (or 3 .csv “flat files”), with up to 135 column fields or data elements and up to 35,000 rows of data. Any changes to this initial scope included for data migration will be discussed and presented via change order at the conclusion of the plan phase of the project.
 - Extraction of dataset provided by West Virginia
 - Data Integrity review and correction will be performed by West Virginia
 - No data quality guarantee
 - Includes 1 test run in a Sandbox Environment
 - Assumes data will migrate to 25 TouchPoints, demographics, or entity records
 - Social Solutions will perform simple transformations on 90% of the dataset

- Social Solutions will perform medium (10%) to complex (0%) transformations on the dataset
 - Social Solutions will update Blueprint (1 iteration) to account for legacy fields added or updated
 - Social Solutions will create a data map (up to 2 drafts of data migration mapping)
 - After Dry Run, Social Solutions will revise mapping and scripts (up to 2 iterations)
- Training assumes the train the trainer model for 15 users (One training session) and preparation time and delivered onsite in Charleston, West Virginia.
- Customer has its own billing software. Any report associated with expenditures is outside of scope of the implementation.
- Workflow includes 8 hours of consulting setup time to install 4 workflows. SSG requires customer to attend workflow training. Additional hours can be purchased with a change order if needed for additional scope.
- Notification Engine includes 4 hours of consulting time to install 4 notifications. SSG requires customer to attend notification engine training. Additional hours can be purchased with a change order if needed for additional scope.
- Electronic signature and portal include initial installation (customer required to provide requirements during planning phase of project).

4.4 Risks Identified in the Sales Process

The following risks have been identified in the sales process that may affect the project during its progression:

- Number of Limited access users (Physicians and Providers)
- Integration and API Interfaces without specifications
- Custom Reports without specifications
- Availability of Subject Matter Experts on the OMCFH Team to participate on the project
- Enterprise Statewide System Roll Out
- Transition of State's Foster Care System moving into an integrated program (Special Health Care Needs)
- Adoption of System for Providers and Physicians

These and any other risks identified later will be tracked through the Risk Management process defined later in the Project Management Plan.

4.5 Acceptance Policy

Upon completion of any deliverable, Social Solutions shall provide a copy to West Virginia OMCFH. If the deliverable does not conform to the description as specified in the agreed upon design document, West Virginia OMCFH shall have five (5) business days after Social Solutions submission of the deliverable ("acceptance period") to give Social Solutions written notice which shall specify the differences in detail. Social Solutions shall use reasonable efforts to promptly address any such differences. After completing such, Social Solutions shall resubmit the deliverable for West Virginia OMCFH's review and testing. Upon accepting any deliverable submitted by Social Solutions, West Virginia OMCFH shall provide Social Solutions with signoff of such deliverable. If West Virginia OMCFH fails to provide written notice of any differences within the acceptance period, as provided above, such deliverable shall be deemed accepted at the end of the acceptance period.

5. PROJECT PHASES AND MILESTONES

5.1 The Empower Methodology™ - The Empower methodology™ used for this implementation covers the following phases as previously discussed:

1. Plan
2. Design
3. Build
4. Test
5. Support

Within each phase, specific milestones are observed. We have provided a list of key milestones for each project including estimated timeframes below. Delays in anyone milestone, may push out others that follow.

5.2 Milestones

Key Milestones to completing the project within the timeframes discussed are below. Delays in anyone milestone, may push out others that follow.

Phase	Milestone	Milestone Dates
Plan	Scope, Project Management Plan and Work Schedule Review and Agreement	09/09/2016-09/30/2016
	Project Team Kick Off	09/09/2016-09/30/2016
	Plan Phase Signoff	09/09/2016-09/30/2016
Design	Complete Administrator Training	09/09/2016-09/30/2016
	Requirements Documented	10/30/2016
	Design Blueprint Approval	11/30/2016
	Social Solutions QA Check Point	12/02/2016
Build	Software Build	01/20/2017
	Solution Demo and Signoff	02/10/2017
	Custom Report Build	02/10/2017-05/05/2017

Test	User Acceptance Testing and Signoff	05/31/2017
	End User Training	06/01/2017 – 06/30/2017
	Go Live! – Ready for Client Usage	07/10/2017
Support	Transition to Support	07/17/2017-07/21/2017
	Support Services Begin	07/21/2017

6. SCOPE MANAGEMENT

Scope Management is a critical function in the West Virginia OMCFH project and a formal method must exist to ensure that all of the work required is accomplished. The scope has been defined in the sales process and will be documented in the SOW/contract. In the event that there comes a point when a scope change is desired, the following will be used to engage its impact and solicit mutual agreement for inclusion in the defined project scope.

6.1 Scope Change Control

As the desire for changes to scope arise during project execution, it is important to follow a disciplined scope change management process.

The scope change management process includes both a Project Change Request Form (PCR) and a Change Order Log (used for tracking the status of all change requests). The process takes into account the following information at a minimum:

- ID – each change order should have a unique ID
- Status – pending-analysis, pending-internal review, pending-customer approval, approved, closed-rejected, closed/new opportunity
- Short Title
- Description
- Opened Date
- Requestor
- Cost
- Hours
- Schedule Impact
- Closed date

6.2 Procedure

OMCFH or Social Solutions may initiate a change order when there is a perceived need for a change to the contract of work, typically such as scope, schedule or functionality.

The person who is functionally responsible for the area of change will:

- Complete a PCR for the proposed changes and submit copies to the relevant parties (possibly including subcontractors, and technical input) for assessment.
- OMCFH and Social Solutions' PM will investigate the impact of the proposed change, evaluate the impact of not performing the change, and prepare a recommendation to go forward.
- If agreed, the Social Solutions PM will seek agreement related to whether the change should be performed and obtain authorization sign-off of the PCR.
- Agreed upon PCR's require the signature of the OMCFH Executive Sponsor and signify agreement to a change which may include additional costs, schedule changes, etc.
- Once the PCR has been signed then work may begin.

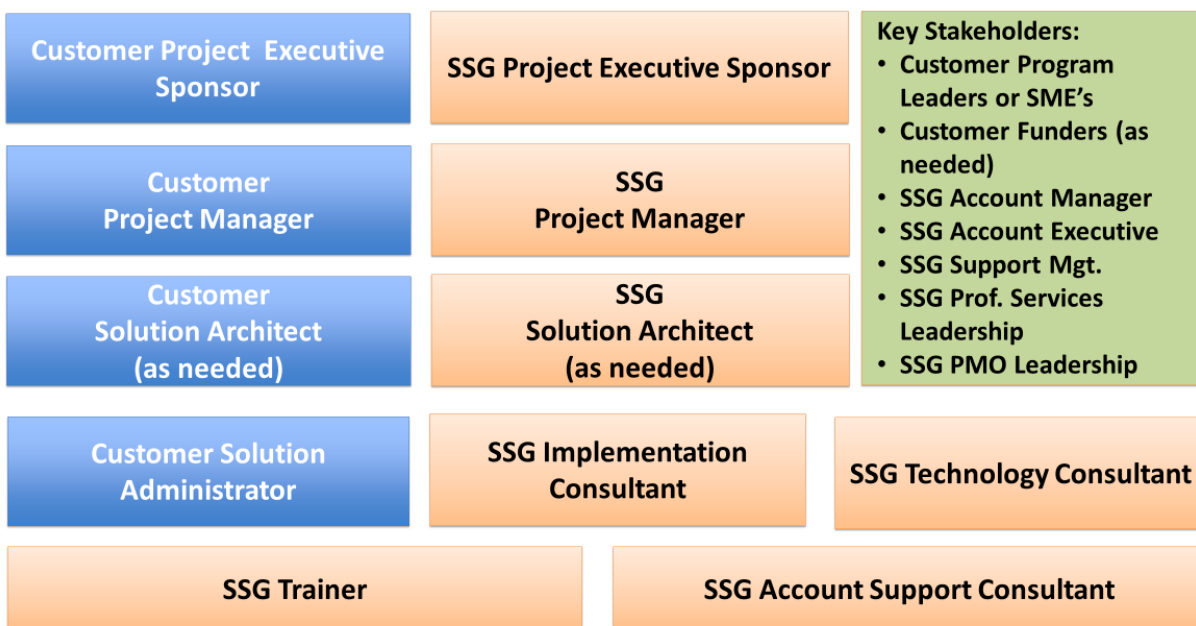
If the change is not agreed to, the proposed change will be re-negotiated if possible, or withdrawn if it is agreed to be non-essential.

7. PROJECT TEAM

This section is designed to clarify the roles and responsibilities by project role, and who is currently in that role.

7.1 The Project Team

The implementation Team consists of Social Solutions' and corresponding West Virginia OMCFH individuals, who carry specific roles and responsibilities related to the project. Below is an illustration of these roles and their Social Solutions counterparts.



Additional individuals are periodically included in the project execution as needed. Most typically subject matter experts, program leaders and other end users for core tasks such as testing, training, etc.

Below is list of the names and roles for the core project implementation team at the start of this project

Name	Role in Project	Phone	E-mail
Aubrey Sears	Project Manager	404-660-4080	asears@socialsolutions.com
Justin Scott	Solution Architect	443-460-3379	Jscott@socialsolutions.com
Dan Kitson	Technology Consultant	443-460-3375	dkitson@socialsolutions.com

7.2 Selected Core Project Team Roles and Responsibilities

Each member of the core implementation team has agreed upon responsibilities which drive the success of the project. Below is a high level explanation of selected core members of the implementation team.

Customer and Social Solutions' Executive Sponsor

- Providing vision and strategic intent
- Drive executive education, decision-making and highest issues escalation & resolution.
- Ensure support for change at executive level through senior management updates and board presentation
- Own the project budget, develop the business case and validate the benefits.
- Resolve major issues around scope, budget, timelines, and risks, and keep appropriate councils and business partners apprised.

Social Solutions' Project Manager

- Developing project plans
- Assigning tasks to other project personnel
- Monitoring staff and project
- Managing risks and escalated issues from project team
- Controlling budgets, scheduling resources, and recommending implementation approaches
- Assuming overall responsibility for the successful conclusion of the project
- Measuring project success against budget, original scope, business objectives

Customer Project Manager

- Involved in day-to-day activities
- Ensuring assignments are completed on time
- Coordinating meetings
- Involving correct Subject Matter Experts throughout the process

SOFTWARE Administrator

- Takes ownership of their ETO site with the intention to manage once their implementation is complete.
- Completes recommended ETO trainings
- Supports customer's end-users

8. PROJECT COSTS, BUDGET, AND BILLING PROCEDURES

The purpose of the Project Costs and Budget plan is to provide an overview of the budget estimated in the sales process and based upon assumptions and information gathered at that time.

8.1 Budget Estimate and Billing Procedures

This project is billed on a time and materials basis. Social Solutions will monitor and report on the actual usage against the estimated budget. Please note that the estimate is based on the information collected in the sales process and can change as the implementation progresses. Social Solutions will report on the budget usage and remaining work forecasts in status meetings to keep the customer apprised of possible overages that may result in a change request. Up to five individual trips of five days in duration for onsite visits are included in the pricing.

9. COMMUNICATIONS MANAGEMENT

Project communications is a critical function in any project and a formal method must exist for effective communications with all project stakeholders.

The Communications Management Plan contains steps that define the overall strategy for communicating and sharing project information. This includes documenting and agreeing with key stakeholders on:

- What to communicate
- When / To whom
- Using what media – reports, meetings, email, etc.

9.1 What to Communicate

- Project Progress
- Issues / Risks
- Change Requests
- Milestone Dates
- Action items
- All other Business

9.2 Communication Method – Regularly occurring meetings and reporting serve as the foundation for sharing project related information. These include:

- Weekly Project Leadership Status Meeting / Call
- Weekly / Project Team Meeting Call with daily SCRUM Calls
- Weekly PM one on one calls
- Monthly Executive Sponsor one on one calls
-

The Social Solutions' PM will produce a status report consistent with the Issue, Risk and Change Order logs which is used to drive the discussion on each of the above meetings.

10. RISK MANAGEMENT

To manage the risks that arise during the project, a Risk Management Strategy will be implemented. Risk Management is a structured process for identifying, documenting, tracking and mitigating the negative impact and maximizing the positive impact of project risks throughout the lifecycle of the project. The goal of risk management is the reduction of probability and severity of risk on the project. Risk Management does not necessarily eliminate risk, but attempts to reduce the negative exposure to risk.

A Risk is viewed in two dimensions:

- Risk Probability - the likelihood that a certain risk will negatively affect a project
- Risk Severity - measures the anticipated impact of such a risk

10.1 Procedure

Risks can be raised by any project stakeholder. Risks will be recorded in detail on a Risk log.

Risks should be entered on the Risk Log and categorized by type and priority, and an estimated closure date should be assigned. The Project Manager will investigate the Risk and, if necessary, will update the Risk Log with background information to place the Risk in perspective. At a minimum, the following information should be captured and tracked for all Risks:

- Risk ID
- Status (open, closed-resolved, closed-escalated to issue log, closed-no longer applicable)
- Risk Probability (high, medium, low)
- Risk Severity (high, medium, low)
- Short title
- Description
- Opened Date
- Opened by
- Assigned to
- Mitigation Plan Completed Date
- Impact
- Risk Type (technical/architectural, expectations, customization/integration, project resources, third party entities)
- Escalation level (project manager, project executives, senior leadership)
- Risk Mitigation Plan and Response

Once the Risk has been formally documented, it's assigned to an owner for monitoring the Risk.

Risks are mitigated according to the documented mitigation plan for each risk and closely monitored, paying close attention to symptoms that may indicate risks are beginning to occur. As symptoms and/or risks occur, the owner will implement the agreed upon response plans.

Open risks are captured on the Risk Log. They are defined at Project Start and new risks are added over the life of the project. Each risk is categorized based on the probability and potential impact of that risk. A mitigation plan is devised and symptoms monitored by the team member the risk is assigned to.

11. ISSUE MANAGEMENT

Issues Management is a structured process for identifying, documenting, tracking and resolving issues as they occur throughout the lifecycle of a project.

11.1 Procedure

Issues can be raised by any project stakeholder, including project team members, the client, third-party integrators, or vendors. Issues will be recorded in detail on the Issue Log. The Project Manager will investigate the issue and, if necessary, will update the Issue Log with background information.

Issues are entered on the Issue Log, categorized by type and priority, and tracked. The following information is captured for each issue on the Issue Log.

- Issue ID
- Status (open-not yet assigned, assigned-investigation, assigned-resolution in process, closed-resolved, closed-not resolved)
- Priority (high, medium, low)
- Escalation level (project manager, project executive, senior leadership)
- Short title
- Description
- Opened Date
- Opened by
- Assigned to
- Expected Resolution Date
- Action Plan/Updates

Once the issue has been formally documented, it's assigned to an owner for resolving the issue.

A weekly issues resolution meeting will be scheduled to discuss and update all high priority open issues. Open issues will be discussed in the project status meetings as well.

11.2 Escalation Procedures

In the event that an issue cannot be resolved at the Project Manager / Team level, that issue may be escalated to the Project Sponsor level or senior leadership for discussion and resolution.

11.3 Escalation Levels

The levels of escalation include:

- Level One: OMCFH Project Manager and Social Solutions' Project Manager
- Level Two: OMCFH Project Sponsor and Social Solutions' Project Sponsor
- Level Three: OMCFH Executive Sponsor and Social Solutions' Executive Sponsor

12. TESTING

The Social Solutions' Test Management process is structured to confirm that the configured software is operating per the agreed upon design documents.

12.1 User Acceptance Testing (UAT) – Although initial testing has been completed by Social Solutions, once the software is configured, West Virginia will complete final user acceptance testing of the solution for the following purposes:

- To confirm that the product is performing per the agreed design documents (no bugs or defects)
- To identify potential enhancements for future releases that the client may wish to undertake post go-live

12.2 User Acceptance Testing (UAT) Process – The high level process for leading User Acceptance Testing (UAT) includes the following:

- OMCFH will work with Social Solutions to define and number individual test scenarios and test scripts that testers will be following. It is a best practice to break up multiple step processes into multiple individual test scenarios.
- Social Solutions will provide selected “common” test scenarios in the form of scripts for the client to complete in the new site(s) as a starting point. It is important that each common script be reviewed and any information that is not accurate to the design specifications updated.
- OMCFH will assemble a defined team of testers and assign specific test scenarios with scripts to run in specified time frames. It is a best practice to commit a specified period of time across concurrent days in a single week to complete all testing and necessary retesting. Social Solutions is available to facilitate testing meetings and provide support as necessary.
- At the end of each UAT session, OMCFH will capture all confirmed test results in the UAT Results Log with all applicable notes for discussion as needed with Social Solutions

Additional details, tools and best practice guidance is available in Social Solutions' Test Plan Guidance and Sample Test Script Documents, and, Deflect Log Template. These will be provided to West Virginia OMCFH following the kick off meeting.

13. EDUCATION AND TRAINING

Planning for Software training is critical to a successful implementation and go-live experience. Social Solutions will continue to work with OMCFH to formulate a viable training plan.

The OMCFH ETO Administrator should participate in the following courses, as a recommended best practice. It is highly recommended that the Software Administrator complete the Software Administrator Orientation within 2 weeks of scope and schedule review call.

- Software Administrator Orientation
- Software Results Orientation

The following are additional trainings by participant:

User Group	Required Skills/Functions	Number to Be Trained	Training Plan
ETO Administrator(s)	Adjusting configuration, adding configuration components	3	<ul style="list-style-type: none"> • ETO Administrator Orientation and Certification, • Custom training
Data Analyst(s)/ Report Builders	Extracting Data, Building New and Custom Reports in ETO Results	3	<ul style="list-style-type: none"> • ETO Results Self-Paced Orientation, • ETO Results Intermediate, • ETO Results Advanced, • Online Query Wizard tutorials
Program Managers	Reviewing others work, program-specific reporting, some data entry	3	<ul style="list-style-type: none"> • Attend end-user training provided by West Virginia OMCFH
Program Staff	Data entry for Services (Train the Trainer)	Up to 15	<ul style="list-style-type: none"> • Attend end-user training provided by West Virginia OMCFH • All in person trainings* are capped at a max of 15 participants per training to accommodate staff training greater than 15 participants requires an additional training sessions at the standard hourly rate per training session.

Additional information can be found by following the below links.

ETO TRAINING CALENDAR, FREE DEMOS, AND TRAININGS:

<http://www.socialsolutions.com/about-us/customer-training/>

ETO HELP MANUAL:

<https://sites.google.com/site/etosoftwarehelpmanual/>

14. ETO GLOSSARY OF COMMON TERMS

Attribute – Characteristics of entities that are not expected to change as a result of service. ETO comes with Standard Attributes, additional Attributes are created with the Attribute Wizard. Attributes are to entities what demographics are to participants. Attributes appear on the Add New Entity and View/Edit Entity screens. “I developed a searchable potential employer database with attributes like ‘Average Starting Wage,’ ‘Accessible via public transportation,’ ‘Supports job coaching,’ and ‘Industry type.’”

Certified ETO Administrator – An ETO Administrator who has successfully completed the certification exam. To prepare for the exam, watch all of the trainings in the curriculum, which is outlined in the ETO Help Manual. The certification is a great resume builder.

Collection – Groups of participants or entities that consist of a set roster and allow users to complete TouchPoint data for the group over time.

Collection Type – Administrators create Collection Types to identify and distinguish between different types of collections in their site. When Administrators create collection types, they also determine the questions they want to ask each collection of that type.

Custom Report – Typically a query that is saved and shared on the Manage Queries screen so that it appears on the Custom Reports page, accessed below Reports on the navigation bar. A small percentage of customers purchase Custom Reports from Social Solutions to meet their specific reporting requirements.

Custom Report in the context of ETO: “I created a caseload report with the Query Wizard and I turned it into a Custom Report so that staff users can run the report, too.”

Dashboard - The primary navigation method when working with ETO. All subject types have dashboards in ETO including participants, entities, collections, TouchPoints, families, and users.

Demographic – Characteristics of participants that are not expected to change as a result of service. ETO comes with Standard Demographics, which can be disabled if they don’t meet an organization’s needs. Additional Demographics are created with the Demographics Wizard. Demographics appear on the Add New Participant, Add New Household, and View/Edit Participant screens, among others.

Entering Demographics is considered the most basic function for an organization using ETO. Additional data cannot be entered about a participant unless the Standard Demographic fields for first and last name have been entered.

Enroll – To bring a participant that exists in ETO into the selected program and enter a program start date.

Entities – Typically a third party that somehow impacts participants, such as employers, education institutions, or other community-based organizations where participants are referred. Some organizations whose mission is to improve the safety of communities work primarily with entities. Like participants, entities can be tracked with TouchPoints, assessments, efforts, and processes.

ETO Part – The different pieces that make up a dashboard. They can be added, removed, reorganized, and edited per dashboard type.

ETO Report – Reports populated by recording efforts. Most ETO Reports come in two formats – Crystal (the best option for reports containing large data sets, also easy to export into other formats) and non-Crystal (which appear within the frames of ETO). The most useful ETO Report is the non-Crystal version for Point of Service elements set to measure an increase or decrease.

ETO Results – An incredibly robust tool used to create custom reports utilizing Web Intelligence. All customers with SaaS contracts have ETO Results; other customers have the option to buy the tool as an add-on.

Family – Participants that are in some way related or share a home; families are recognized as a unit of linked participants. Family functionality allows for the number of families served to be captured in addition to the number of individuals. The term family is synonymous with the term household in ETO.

Feeder Table – Drop-down boxes found throughout features in ETO. The names of feeder tables are hardcoded, but options are populated by the ETO Administrator. Some of the more popular feeder tables include Contact Location Method (found on the Record Efforts screen), Reason for Dismissal (found on several screens, including Dismiss Participant), Family Relationships (found on the Add New Household and Add/Edit Families screens), and Reason for Referral (found on the Add Referral, Multiple Participant Referrals, and View/Edit Referrals screens).

Home Page – The link in the upper right corner of the ETO interface that takes users to the page that's seen by default when users first log in. Important information, including links to functionality, can be incorporated onto the home page.

Household – Participants that are in some way related or share a home; households are recognized as a unit of linked participants. Household functionality allows for the number of families served to be captured in addition to the number of individuals. The term family is synonymous with the term household in ETO.

Library of ETO City – A website where Social Solutions provides summaries on a variety of program areas, complete with references. There are also Points of Service and Assessments (Legacy) in the Library that are built into customer sites during implementation. Customers may return to the Library at any time and borrow information. The website is demo2.etosoftware.com. The username is librarian and the password is librarian2.

Log Off – The link in the upper right corner of the software that all users should click before closing their browser to ensure the data remains as secure as possible.

Manage – The features in the software used by Administrators to make additions and modifications to ETO. The majority of these features are found below the Site Administration or Program Administration on the navigation bar.

Navigation Bar – The green bar that is accessible on the right side of the ETO interface. ETO Administrators have the option to add or remove features, and dictate whether the bar is expanded or collapsed by default, all from the Manage Site Navigation page.

Outcome – The “O” in ETO, outcomes can be tracked in Point of Service elements that are built to measure and increase or decrease in attitude, performance, knowledge, etc. Also, assessments that include weighted elements that are completed more than once allow for comparative analysis, and outcome tracking.

Output – TouchPoint and Point of Service elements that are tracking neither an increase nor decrease, and are used for counting.

Participant – Member of the target population, recipient of service.

Program Group – A group of programs that fit into the same category. Demographics and assessments can be secured to a Program Group, and there are several Program Group reports for several types of data.

Query – A request of information for ETO that can only be completed by a user who has been assigned a Department Head user level or above. Queries appear in a grid that can easily be copied and pasted into Excel. Queries can be built, saved, and shared to be accessible to lower user roles.

Quick Tabs – The green tabs across the top of ETO. The most frequently used Quick Tab is the Quick Search.

Referral – To “push” a participant to another program within ETO (versus enroll, which is a pull), or to an entity employer, education institution, or service provider.

Review Participant Efforts – The most popular report in ETO! It contains detailed data about a selected participant within a date range, including efforts, employment, referrals, assessments, etc. The original view shows summary statistics and there is the option to drill down to see more details, such as case notes.

Standard Report – A “canned” report that came with ETO. While there is a feature on the navigation bar named Standard Reports, the Demographic Reports, ETO Reports, Assessment

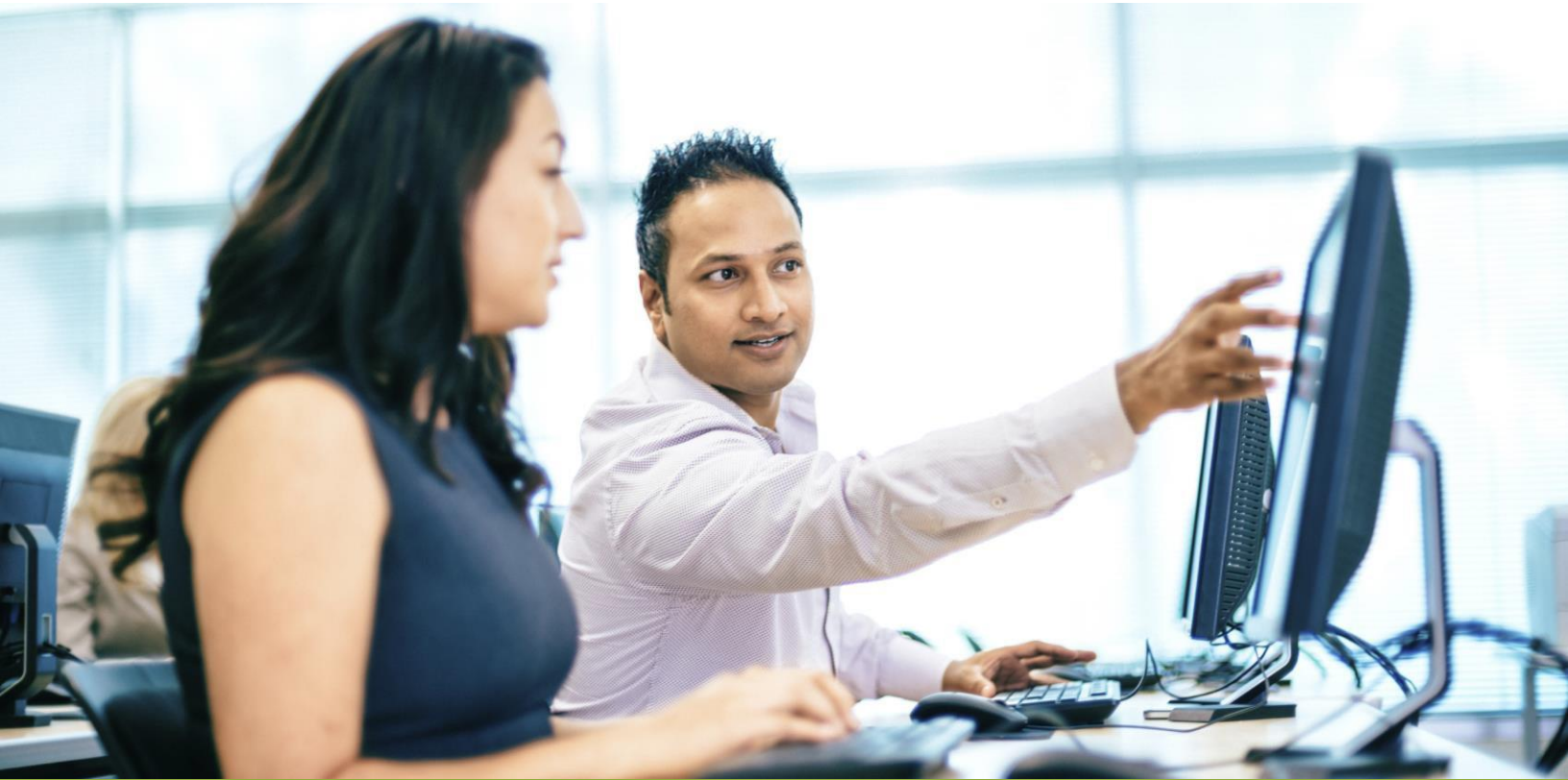
Reports, etc., are also considered Standard.

TouchPoints – A TouchPoint captures all details of any direct and indirect interaction, activity, etc. For example, a TouchPoint can be used to record case notes; progress towards a goal; service plans; attendance; pre and post assessments and other types of assessments or forms; survey results; employment, education or criminal history/information; and anything else that your organization needs to track in ETO software.

User Account – A unique logon that is provided with access to specific features and programs in ETO. It is recommended that users who enter data each have a user account so that staff are accountable for their data and Program Managers can supervise them through ETO.

Wizard – A building tool in ETO that is used to create a new field or set of fields (in the case of an assessment, for example) from scratch.

Attachment 7 – Social Solutions’ Service Level Agreement



Customer Support Service Level Agreement

Customer Support

Social Solutions provides comprehensive user and system support for all ETO software® clients within the client's subscription fees. Provided by industry professionals, our team's experience in the field of human services coupled with their extensive knowledge of the software allows them to provide timely and relevant support to all authorized users. Our goal is to keep customers happy and well educated about ETO software by responding quickly to phone calls and emails, providing thorough, friendly and accurate support, and by providing documentation and a knowledge base that will enable clients to address questions without having to contact Support directly. We are committed to helping users understand how to best utilize their system to maximize their organization's outcome(s). Additional support packages are available for a fee that is in addition to the subscription fees, for clients who need advanced support options to match their unique business needs. The chart shown below provides an overview of the support provided in the various support packages.

Features	Basic	Silver	Gold	Platinum
Target support initial response time by case priority level	Critical: 1 business hour High: 2 business hours Medium: 16 business hrs Low: 1 business Day	Critical: 1 business hour High: 2 business hours Medium: 16 business hrs Low: 1 business Day	Critical: 1 hour High: 2 hours Medium: 12 hours Low: 16 hours	Critical: 1 hour High: 2 hours Medium: 8 hours Low: 12 hours
Live toll-free phone support ¹	Mon – Fri 7AM to 8PM	Mon – Fri 7AM to 8PM	24x7 ²	24x7 ²
Online Chat Support – Mon-Fri 9am to 5pm ^{1,2}	✓	✓	✓	✓
Email Support – Mon-Fri 7am to 8pm ^{1,3} <u>After Hours – Critical Only</u> Mon – Fri 8PM to 11PM, Sat/Sun 10AM-8PM	✓	✓	✓	✓
Online customer portal access including self-service knowledge base	✓	✓	✓	✓
Advanced support on questions, troubleshooting and field formatting of ETO Result (post go-live)		2 Hrs. / Qtr.	4 Hrs. / Qtr.	8 Hrs. / Qtr.
ETO Admin Certification self-paced prep course and exam		1 administrator	2 administrators	4 administrators
Assigned Advanced Support Consultant (ASC) ⁴			✓	✓
Check-in calls with ASC to review open support cases and issues			Monthly	Weekly
Access to pre-release webinars and one-on-one follow-up call ASC			✓	✓
Guidance in support of a mutually agreed upon quarterly “ETO goal”				✓
Annual system review and evaluation (up to 5 program configurations)				✓
Pricing	Included	Greater of 10% of ARR or \$2500/year	Greater of 15% of ARR or \$5000/year	Greater of 20% of ARR or \$15000/year

All times reflect Eastern Standard Time (EST)

¹Excluding US holidays

²Attempt will be made to answer questions while in chat, otherwise response will be within 2 hours.

³Email Support response time targeted to be within 2 hours.

⁴Primary support contact is available M-F 9-5PM local time based on US-based customers' locations. International customers will be considered on a case by case basis.

Toll Free: 866.732.3560
Local: 443.460.3375
www.socialsolutions.com

425 Williams Court, Suite 100
Baltimore, Maryland 21220

How to Contact Customer Support

Social Solutions provides several different ways to contact Support:

Online Help Manual: Users can access our searchable online Help Manual to find out how to use all software features, locate answers to FAQs, or watch recorded trainings (available 24/7).

Customer Portal: Customers can log into our Customer Portal to contact support, update cases or check issue and case statuses, or check our Knowledge Base (available 24/7). This is accessible to all ETO administrators via the Support link under Help in the upper right hand corner of ETO.

Phone support: Users can call Customer Support at 866-732-3560 x 2 to speak with a live Customer Support Representative (see below for availability).

Chat support: Users can chat with a live representative (available 9:00 am – 5:00 pm EST) by clicking Help in the upper right hand corner of the software and then clicking Support to access the portal.

Email support: Users can email support@socialsolutions.com (ETO software users) directly or send a message through the software by clicking on the Help link in the upper right corner of the software and then clicking Support (see below for availability).

Customer Support Availability – Basic – United States/Canada

Social Solutions Customer Support is available by phone and email during the following business hours:

Monday – Friday 7:00 am – 8:00 pm (ET)

Chat support is available Monday – Friday 9:00 am – 5:00 pm (ET)

After Hours – Basic – United States/Canada

Social Solutions Customer Support checks email for major issues from 8:00 pm – 11:00pm (ET) Monday – Thursday, 6:00 pm – 11:00 pm (ET) on Friday, and 10:00 am – 8:00 pm (ET) on Saturday, Sunday, and holidays. This is only intended to be used for major issues; for example, a server running out of memory or a reporting server down. If your email is not regarding an outage or major performance problem, it will be answered the following business day.

Customer Support Availability – Basic – Australia

Social Solutions Customer Support is available by phone and email during the following business hours:

Monday 8:30 am – 5:00 pm (AUS ET)

Tuesday – Thursday 12:00 am – 5:00 pm (AUS ET)

Friday 12:00 am – 3:30 pm (AUS ET)

Saturday 12:00 am – 12:00 pm (AUS ET)

After Hours – Basic – Australia

Social Solutions Customer Support checks email for major issues from 10:00 am – 3:00 pm (Australian Eastern) on Saturdays and 2:00 am – 12:00 pm (Australian Eastern) on Sunday and U.S. holidays.

Customer Support Availability – Basic – UK

Social Solutions Customer Support is available by phone and email during the following hours (all times below are in BST (British Summer Time)):

Monday – Friday 12:00 pm – 1:00 am (following day)

Afterhours – Basic – UK

Social Solutions Customer Support checks email for major issues from 3:00 pm – midnight (BST) on Saturdays, Sundays, and U.S. holidays.

Party Responsibilities

Customer/User Responsibilities

Administrators are expected to receive individualized training from a member of their SSG Implementation Team and/or attend the 3 Day Administrator Orientation or 4 Day Virtual Administrator Orientation before they begin contacting Support. Non-administrator users also have a responsibility to receive training to obtain an understanding of the features prior to utilizing Support. Customer Support provides free online and recorded trainings through our online Help Manual and Knowledge Base. The user also has a responsibility to know what it is they need when contacting Support; the customer/user should contact their system administrator/site manager if they are uncertain of or unable to clearly describe their needs.

Customer Support Responsibilities

The Customer Support Representative is responsible for gathering the customer/user's information and for determining their needs by listening and asking clarifying questions. When evaluating the needs of the customer/user, it is our responsibility to determine whether the question or issue can be resolved in less than 20 minutes. If yes, the Representative should continue to assist. If no, the customer/user may be scheduled for advanced support with a more senior member of the team and/or forwarded on to their Account Manager to discuss paid training/consulting options when appropriate.

Customer Support: Basic Support

When users contact Customer Support, a case will be entered into our Customer Relationship Management (CRM) system resulting in a unique case number. This case number will be provided to the customer and will be left open until the case is resolved. Each time a user contacts Support with a different question or issue, a new case will be entered into the CRM system.

Response Time for Basic Email/Portal Support

Response times may vary and is highly dependent upon the volume of cases Support is working on with all customers. Our initial target response time ranges depending on the priority of the case submitted. See below for details and definitions of case priorities and target response times:

- **Critical/Business Down** – These cases apply to a service being stopped or so severely impacting you with no acceptable workaround that you cannot reasonably continue business operations, reports due within a limited time frame, removal of users for security purposes from the software, features or reports not functioning causing possible data loss, data corruption, or significant financial impact. Customers reporting these cases should be readily available for additional follow up questions or troubleshooting. Target response time is one business hour.
- **High** - Your use of the software is continuing but there is a serious impact on business operations. You are reporting that the software is operational with one or more important features unavailable with no acceptable workaround. High priority requests can apply to time sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is two business hours.
- **Medium** - Your use of the software is continuing but there is a moderate impact on business operations. User is reporting that the software is operational with one or more important features unavailable but there is an acceptable workaround. Medium priority requests can apply to time sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is 16 business hours.
- **Low** - Software is operational with problems or errors which have little impact on system operations. There is no time limitation involved and the response will not impact immediate business operations. Low priorities can apply to enhancement requests, questions on best practice, request for more information on a specific feature, spelling or grammar errors, or comments on the software. Target response is one business day.

In order to provide the highest level of service to all our customers, Critical/Business Down cases will be reviewed first; if the case does not meet the definition of a Critical/Business Down case, then the response will be based on the actual priority of the question, request, or concern.

If a case is not submitted through our designated contact us pages or the portal, the priority will default to Medium unless it explicitly states otherwise within the subject of the message. Case priorities can be adjusted after the case has been submitted if additional information is provided/discovered that causes the priority to either increase or decrease. If the case priority is adjusted by a Customer Support Representative, the representative will notify you of the change and provide an explanation for the change.

When contacting Support via chat (during normal chat business hours):

Chat is answered in real time in the order in which they are received. If no representatives are available, your question will be sent via email and it will be answered in the order in which it is received – see email response times for more information. For all chat interactions, our goal is to answer the user's question(s) while on chat. If for some reason this is not possible, the targeted response time for following up on a chat with questions left unanswered ranges from two hours to one business day depending on the level of research needed to investigate and answer the user's question. The response time may be longer if the case is escalated to a higher level Support Team member, but the customer will receive updates while the representative continues to work on the case. We strongly recommend that users do not use chat support for more complex questions or issues, such as ETO Results related questions or troubleshooting technical issues on your computer, such as the inability to open a report. These types of questions are handled much more easily via phone or email.

When contacting Support via phone (during normal business hours):

Calls are taken in real time and are answered in the order in which they were received. Please note, if you are waiting in the queue for the next available representative and wish to leave a voicemail, the next available representative will respond to the voicemail, typically within one hour. For all phone interactions, our goal is to answer the user's question(s) while on the phone. If for some reason this is not the case, the targeted response time for following up on a call with questions left unanswered ranges from four hours to one business day depending on the level of research needed to investigate and answer the user's question.

The response time may be longer if the case is escalated to a higher level Support Team member, but the customer will receive updates while the representative continues to work on the case.

Resolution Time for Basic Support

Our targeted support (non-development related issue) resolution time is eight business hours from initial response (this does not include time when the support representative is waiting for a response from the customer). Please note our resolution time is highly dependent on the detailed information provided by the user/customer.

Customer Support: Tiered Support Packages

Social Solutions offers three additional levels of advanced support to respond to unique client needs. These tiered support packages provide customers with 1:1 assistance for *fully trained* ETO Administrators (see Customer/User Responsibilities above). This type of support typically lasts 30-60 minutes and is scheduled once a Customer Support Representative assesses that the particular case may be too complex to be resolved in a normal tier 1 support interaction. Each customer may receive between two and eight hours per quarter of advanced support sessions per quarter related to general ETO questions and ETO Results related inquiries depending on the level of support selected. In addition to the advanced support sessions, the packages may include monthly or weekly meetings with your assigned Advanced Support Consultant, ETO Admin Certification, pre-release webinars and pre-release webinar follow up, which vary depending on the level of support selected. Additional needs may be discussed with the Account Management team. The limit for advanced support is per organization/customer and not per administrator. ***For specific details on each level of Tiered Support, refer to the table on page 2 of this document.***

Availability of Advanced Support

Social Solutions Customer Support is able to provide support up to 24 hours per day, 7 days per week for calls regarding general ETO questions. Targeted response times are enhanced although they still vary depending on the availability of the customer and the Advanced Support Representative.

Response and Resolution Time for Advanced Support

Response and resolution times may vary and is highly dependent upon the volume of cases Support is working on with all customers. Our target response time ranges from one hour to one business day depending on the severity of the issue and the level of advanced support selected. Our targeted support (non-development related issue) resolution time is eight business hours (this does not include time when the support representative is waiting for a response from the customer). Please note our resolution time is highly dependent on the detailed information provided by the user/customer.

Advanced Support for ETO Results

ETO Administrators requiring Advanced Support with ETO Results are required to complete the ETO Results Intermediate (8 hour) class prior to receiving advanced support. The pre-requisite to the Intermediate course is either the 4-hour Results Orientation (live version) or the Self-Paced Orientation (free), and evidence of report building proficiency.

Advanced support calls related to ETO Results are typically scheduled within a week to 10 days, depending on availability of both the customer and the ETO Results specialist. *Peak reporting seasons may result in a longer wait time.*

Advanced Support for ETO Results consists of the following services under the advanced support offerings:

- One-on-One Advanced Session (one hour per session)
- Data analysis based on case requirements which could otherwise be conducted by the customer
- Report building outside of an Advanced Session, as determined by reporting requirements; this will only be implemented after at least one One-on-One session has been conducted with the customer
- Research related to any aspect of desired report issues

Once the maximum hours available under the applicable tier have been exhausted during any quarter, the customer will be referred to their Account Manager to purchase additional consulting hours or they may choose to wait until the next quarter when their limit resets.

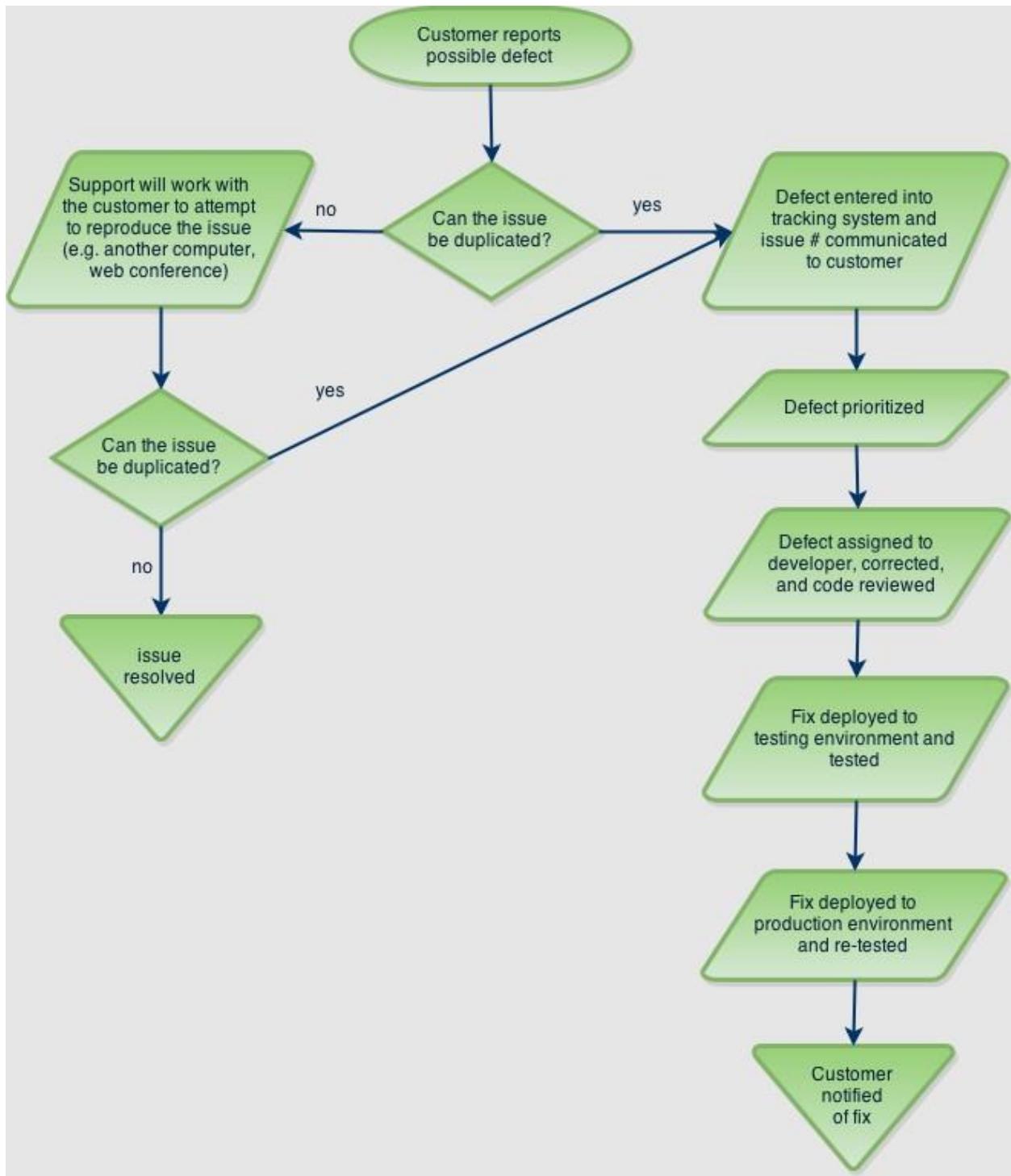
Customer Support: Issues/Defects

An issue or defect is an error, flaw, mistake, or failure in the software. If the user is experiencing something that they believe to be an issue in the software, the user should contact Customer Support and provide detailed instructions on how to reproduce the problem. A representative will log in as/with the user to diagnose the issue and determine if it is a defect.

When users contact Customer Support with a potential issue, a case will be entered into the CRM system. If it is determined that the reported problem is a defect or issue, an issue will also be logged in the system in addition to the case. The customer will be given an issue number to track the defect. The representative will assign a severity to the issue based on the criteria described below; the resolution time is highly dependent on the severity. A customer has the right to provide feedback regarding the severity of the issue based on the priority for their organization. Each time a user contacts support with a different issue, a new case number and an issue number will be provided to the customer. The customer will receive communication from Customer Support on the status of the issue based on the criteria set below.

The Social Solutions Development Team typically deploys three to four major updates/releases to the software per year, along with monthly maintenance releases. Customers are given advanced notification of maintenance periods and upcoming updates on the login page and via an e-newsletter.

Below is a flowchart outlining the process Customer Support Representatives follow for issues:



Issue/Defect Priorities

There are four levels of severity for issues. Each issue is prioritized based on its severity level.

Severity	Issue Criteria	Target Resolution Time	Communication and Escalation
Severity 1 "SHOW-STOPPER"	Major functionality issue that prevents customer from being able to use software.	The Development Team works to resolve these issues immediately with a target resolution of two business days or less.	Customer Support will provide <u>daily</u> updates of the status of the issue until such time as the issue is resolved. Escalation of the issue to the COO will occur if issue is not resolved within the target resolution time.
Severity 1 "NON SHOW-STOPPER"	Major functionality issue which does not have a workaround that is key to ETO's performance and causes major impact to customer's ability to operate their organization.	The Development Team works to resolve these issues immediately with a target resolution of 10 business days.	Customer may elect to have Customer Support provide updates on a daily basis, every other day, or whenever there is an update in the defect's remediation. Escalation of the issue to the COO will occur if issue is not resolved within the "target."
Severity 2	A major function does not work in a core area of ETO, but there is a workaround. However, the workaround is time consuming.	The Development Team will fix within its normal release cycle. The target is to fix these issues within 30-120 days.	Customers will receive an automated update when the issue resolution is scheduled to be deployed.
Severity 3	Minor functionality less key to ETO is not working or there is functionality that is not working but there is an easy workaround.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect. Issue can be categorized as a higher priority if it is affecting a large number of customers.	Status will be provided via customer portal and customers will receive an automated update when the resolution is scheduled to be deployed.
Severity 4	Cosmetic or inconsistency issues that do not affect functionality in any significant way.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect.	Status will be provided via customer portal and customers will receive an automated update when the resolution is scheduled to be deployed.

Resolution Time for Issues/Defects

These targeted resolution times only apply to core functionality, except if the functionality affected is completely hindering a user's ability to work and use the software.

Toll Free: 866.732.3560
Local: 443.460.3375
www.socialsolutions.com

425 Williams Court, Suite 100
Baltimore, Maryland 21220

Attachment 8 – Social Solutions' Master Services Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Master Agreement**") is entered into between Social Solutions Global, Inc ("**SSG**") and the Client identified in the signature block below, effective as of _____ ("**Effective Date**").

1 DEFINITIONS

"**Agreement**" means this Master Agreement, Order Forms, statements of work, and other attachments and exhibits attached thereto.

"**Authorized Users**", "**Authorized Purpose**" are defined in the applicable Order Form.

"**Confidential Information**" is defined in section 9.

"**Content**" means information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access by SSG through the Products.

"**Customer Data**" means any data, information, or material Client or any authorized user provides or submits through the SaaS Service.

"**Customizations**" means modifications to the Products or custom work or content developed by or on behalf of SSG pursuant to a Professional Services engagement hereunder

"**Documentation**" means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

"**Error**" means a material failure of the SaaS Service to conform to its functional specifications described in the Documentation, which is reported by Client and replicable by SSG.

"**Independent Customer Activity**" means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Authorized Users.

"**Internet Unavailability**" means Client's inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of Internet access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client's computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

"**License Metrics**" means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees, and designated by a term such as the number of "users", "agencies", "revenues" and the like.

"**Order Form**" is defined in section 2.2.

"**Products**" means collectively software programs (including updates and Documentation), Content, Customizations and all toolkits and any other programs provided by SSG hereunder, training materials, tutorials and related documentation provided by SSG in connection with the performance of Services.

"**Professional Services**" means data conversion, data mapping, implementation, site planning, configuration, integration and deployment of the SaaS Services, custom development, customizations, training, project management and other consulting services.

"**SaaS Services**" means the software as a service and other services identified in the Order Form and associated Support.

"**Services**" means collectively SaaS Services and Professional Services.

"**Service Level Agreement**" means service level agreement(s) that we offer with respect to the SaaS Services as they may be updated by SSG from time to time. The service level agreement for ETO is located at:

<https://www.dropbox.com/s/dbpyz7r4ng9rxzw/SSG%20SLA.pdf?dl=0>

The service level agreement for Apricot is located at:

<https://www.dropbox.com/s/7q07nggwkozm615/SSG%20Apricot%20SLA.pdf?dl=0>

"**Support**" is defined in section 3.7.

"**Term**" is defined in section 11.2.

2 PURPOSE AND SCOPE

2.1 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services by SSG to Client. Additional terms for the purchase of a specific Service are set forth in the Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement. All pre-printed or standard terms of any Client purchase order or other business processing document shall have no effect.

2.2 Incorporation of Order Forms. "**Order Form**" means the document(s), regardless of actual name, executed by the parties which incorporates by reference the terms of this Master Agreement, and describes order-specific information, such as

description of Services ordered, License Metrics, fees, and milestones. At any time after execution of the initial Order Form, Client may purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon SSG's receipt and acceptance of a new Order Form specifying the foregoing.

2.3 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an Order Form, the terms and conditions of the Master Agreement shall control, except where the Order Form expressly states the intent to supersede a specific portion of the Master Agreement.

3 SERVICES

3.1 Generally. Subject to Client's and its Authorized Users' compliance with the Agreement and timely payment of the applicable fees, SSG shall make the SaaS Service available to Client and its Authorized Users in accordance with the applicable Service Level Agreement, the terms of this Master Agreement and the applicable Order Form during the Term.

3.2 Environment. SSG will provide Client online access to and use of the SaaS Service(s) via the Internet by use of a SSG-approved Client-provided browser. The SaaS Service will be hosted on a server that is maintained by SSG or its designated third party supplier or data center. Client is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.

3.3 Changes. Access is limited to the version of the Products in SSG's production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Client of any material change to or discontinuance of the SaaS Services.

3.4 Security; Back-Ups. Without limiting Client's obligations under Section 4.4, SSG will implement reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with the Service Level Agreement.

3.5 Storage Space. SSG shall provide storage space for Client's use of the SaaS Service up to the amount set forth on the applicable Order Form. Additional storage space, if required, is subject to additional charges at SSG's then prevailing rates.

3.6 Service Availability. SSG shall use commercially reasonable efforts to make the Service generally available in accordance with the Service Level Agreement applicable each Service ("Service Availability"). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Customer Activity or (iv) force majeure events or other events that are not under SSG's control.

3.7 Support Services. We shall provide the level of Support specified in the Order Form for the Service. Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies (as may be amended by SSG from time to time) in effect at the time the Support services are provided ("**Support**"). For the avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, Error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of named Administrators set forth on the Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its licensors; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) errors or malfunction caused by Client or its Authorized Users' failure to comply with the minimum system

requirement documentation as provided by SSG or by use of non-conforming data, or by Independent Customer Activity; or (vi) errors and malfunction caused by any systems or programs not supplied by SSG.

3.8 Support Exclusions. For the avoidance of doubt, updates to the SaaS Services are subsequent releases to the standard SSG products, excluding Customizations. SSG reserves the right to charge Client for any reintegration work required to make Customizations compatible with future versions/releases. THE DELIVERABLES AND CUSTOMIZATIONS ARE NOT SUBJECT TO THE SUPPORT PLAN FOR THE SAAS SERVICES. Support for the Customizations, if available, may be obtained from SSG subject to payment of applicable fees.

3.9 Professional Services. SSG will perform the mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations or statements of work or Order Forms (collectively "**SOW**") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to SSG, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

3.10 Cooperation. Client shall provide SSG with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by SSG from time to time. Client acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. SSG shall be entitled to rely on all decisions and approvals of Client. Client will follow the instructions and reasonable policies established by SSG from time to time and communicated to Client.

4 USING THE SAAS SERVICES

4.1 Authorized Users. Client shall limit access to the SaaS Services to Authorized Users and use the SaaS Services solely for the Authorized Purpose, as defined in the Order Form. Authorized Users are required to accept the terms and conditions of SSG's on-line, "click through" end-user license agreement, as may be amended or restated from time to time by SSG.

4.2 License Metrics. Use of the SaaS Service is subject to License Metrics, as set forth in the Order Form. Additional License Metrics must be purchased in the event actual use exceed the licensed quantity, at SSG's then prevailing prices. Additional License Metrics, if any, are prorated for the remainder of the then-current Term of the applicable Order Form. Client may not decrease the number of License Metrics during the Initial Term or any Renewal Term.

4.3 Acceptable Use Policy. Client acknowledges and agrees that SSG does not monitor or police the content of communications or data of Client or its users transmitted through the Services, and that SSG shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SSG may remove any violating content posted or transmitted through the SaaS Services, without notice to Client. SSG may suspend or terminate any user's access to the SaaS Services upon notice in the event that SSG reasonably determines that such user has violated the terms and conditions of this Agreement.

4.4 Security. Client will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other customer of SSG or any third party. Client will comply with the user authentication requirements for use of the SaaS Services. Client is solely responsible for monitoring its authorized users' access to and use of the SaaS

Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and SSG shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to SSG, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

4.5 Customer Data. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

4.6 Third-Party Providers. Certain third-party providers, some of which may be listed on SSG website, offer products and services related to the Service, including implementation, customization, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between Client and a third-party provider, including purchase of any product or service, all of which is solely between Client and the third-party provider.

4.7 Links. The SaaS Service may contain links to other websites or resources. Client acknowledges and agree that SSG is not responsible or liable for (a) the availability or accuracy of such sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. Client uses the links at its own risk.

4.8 End-User Violations. Client shall ensure that all Authorized Users use the Services in accordance with the Agreement and be responsible for any breach of the Agreement by such Users and all activities that occur under Client's and its users' accounts. If Client becomes aware of any violation by a user, it will immediately terminate such User access to the Customer Data and/or the Services.

4.9 Training. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services, as applicable. Failure to do so could result in additional fees if service requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support Services may not be used as a substitute for training.

5 FEES, TAXES & PAYMENTS

5.1 General. Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client shall be responsible for payment of all taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees at any time upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of all fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments shall be a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. Client shall reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features

5.2 Professional Services. On a "Time and Materials" engagement, if an estimated total amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and SSG's resource scheduling purposes and not a guarantee that the work will be completed for that amount. Professional Services purchased must be used within, and prices quoted are valid for a period of one year following the effective date of the Order Form. Hours that are not used or have expired are non-refundable.

5.3 Travel and Lodging Expenses. SSG's reasonable travel and lodging expenses incurred by SSG in the performance of Services on Client's site will be billed separately at actual cost.

6 PROPRIETARY RIGHTS

6.1 Ownership and Limited License. The Products and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will at all times remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to such Products and equipment and materials. Client's right to use the Products and Services is personal, and non-transferable, non-exclusive and limited to the Term and the Authorized Purpose. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Products and Services and the related logos, product names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any Products or other materials.

6.2 Restrictions. Client shall use the Services only for the Authorized Purpose. Client shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Products or Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Products or Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Authorized Users; (iv) write or develop any derivative works based upon the Products or Services; (v) modify, adapt, tamper with or otherwise make any changes to the Products or Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the Products or Services; (vii) create Internet "links" to or from the Service, or "frame" or "mirror" any Content, (viii) use the Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without SSG's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Products or Services; or (x) otherwise use or copy the same except as expressly permitted herein.

6.3 Customer Data. Client owns all Customer Data. However, Client agrees that SSG may access user accounts, including Customer Data, to respond to service or technical problems or at Client's request and SSG may compile, use and disclose without restrictions user statistics and Customer Data in aggregate and anonymous form only. Client, not SSG, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data.

7 WARRANTIES AND DISCLAIMERS.

7.1 Client represents and warrant that it has the right to use the Customer Data.

7.2 SSG warrants that the SaaS Service, as updated by SSG and used in accordance with the Documentation, shall perform substantially in accordance with the Documentation under normal use and circumstances and that the other Services shall be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services or the Products by anyone other than SSG; (ii) the combination, operation or use of the hosted SSG Software with any items not certified by SSG; (iii) SSG's adherence to Client's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability, Customizations or Independent Customer Activity; or (v) Client deviating from the Service operating procedures described in the Documentation. Correction for defects or issues traceable to the above warranty exclusions shall be billed at SSG's standard time and material charges.

7.3 Disclaimers. SSG, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES, PRODUCTS AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING SSG MAKES NO PROMISE: (A) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, ALL OF WHICH ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) AS TO ANY THIRD-PARTY PROVIDER OR ANY OF ITS PRODUCTS OR SERVICES, WHETHER OR NOT SSG MAY HAVE DESIGNATED IT OR ITS

PRODUCTS OR SERVICES AS "CERTIFIED," "VALIDATED," OR OTHERWISE; (C) THAT THE USE OF THE PRODUCTS AND SERVICES SHALL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (D) THAT THE PRODUCTS AND SERVICES SHALL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (E) THAT ANY CUSTOMER DATA SHALL BE ACCURATELY OR RELIABLY STORED, (F) THAT ALL ERRORS OR DEFECTS SHALL BE CORRECTED, OR (G) THAT THE SERVICE SHALL BE FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT, ALTHOUGH SSG SHALL NOT KNOWINGLY INSERT ANY SUCH HARMFUL CODE.

8 INDEMNITY

8.1 SSG Indemnity. SSG shall defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify it to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the unused portion of any fees paid for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change made by Client or any third party for the Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a Product which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service.

8.2 Client Indemnity. Client shall defend, indemnify and hold SSG, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses arising out of or in connection with a third party claim concerning (a) the Customer Data or the combination of the Customer Data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Customer Data or by the use, development, design, production, advertising or marketing of the Customer Data; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Client's acts and omissions in using of the Service, including without limitation Independent Customer Activity; (c) Client's or its Authorized Users of the Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between Client and any of its Authorized Users.

8.3 Mutual Obligations. The indemnification obligations set forth in sections 8.1 and 8.2 are subject to the following requirements: the indemnified party shall (i) take all reasonable steps to mitigate any potential damages which may result; (ii) promptly notify the other party of any and all such suits and causes of action; (iii) the indemnifying party controls any negotiations or defense of such suits and causes of action, and (iv) the indemnified party assists as reasonably required by the indemnifying party.

9 NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely for purposes of SSG's performance of its obligations hereunder, except that SSG may use Client's Confidential Information for purposes other than the provision of Services only in an aggregated, anonymized form, such that Client is not identified. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing

party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this section, "**Confidential Information**" shall mean information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this section 9 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

10 **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary contained in this Agreement, SSG's total liability for any and all damages shall not exceed: (i) with respect to the SaaS Services, the fee (excluding implementation or other Professional Services fees) paid by Client for the initial twelve (12) month period of this Agreement, or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services pursuant to a particular SOW. The foregoing limitation shall not apply to SSG's indemnity obligation set forth in section 8.1 of the Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 **TERM AND TERMINATION**

11.1 **Master Agreement Term.** The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Order Forms, unless otherwise terminated earlier as provided hereunder.

11.2 **SaaS Services Term.** The initial term of each of the SaaS Services is specified in the Order Form ("**Initial Term**") and shall automatically renew for the same length as the Initial Term unless either party gives written notice 45 days prior to the end of the Initial Term or any renewal Term of its intention to terminate the Services described in the applicable Order Form. The Initial Term and renewal terms are referred to as the "**Term**".

11.3 **Termination.** Either party may terminate the Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of section 5 which shall have a ten (10) day cure period; or (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after

commencement of one of the foregoing events). If SSG terminates this Agreement for Client's non-payment, Client agrees to pay to SSG the remaining value of the then-current initial or renewal term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring fees (as set forth in the Order Form) that will become due during the canceled portion of such Initial or renewal term. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement.

11.4 **Suspension.** SSG will be entitled to suspend any or all Services upon 10 days written notice to Client in the event Client is in breach of this Agreement. Further, SSG may suspend Client's access and use of the SaaS Services if, and so long as, in SSG's sole judgment, there is a security risk created by Client that may interfere with the proper continued provision of the SaaS Services or the operation of SSG's network or systems. SSG may impose an additional charge to reinstate service following such suspension.

11.5 SSG has no obligation to retain Customer data after three months of the expiration or termination of SaaS Services.

11.6 **Survival.** Sections 1, 2, 5, 6, 7.3, 8, 9, 10, 11, and 12 shall survive termination of this Agreement.

12 **MISCELLANEOUS**

12.1 **Compliance.** During the term of the Agreement and for a period of one year following its termination, SSG shall have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client shall reimburse SSG for the reasonable costs and expenses of such verification process incurred by SSG (including but not limited to reasonable attorneys' fees), and Client shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SSG's termination rights and do not affect SSG's right to payment for Services and interest fees related to usage in excess of the License Metrics.

12.2 **Force Majeure.** Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

12.3 **Non-Hire.** During the term of this Master Agreement and for the twelve (12) months thereafter, neither Client nor SSG shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

12.4 **Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

12.5 **Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

12.6 **Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and SSG shall be construed and enforced accordingly.

12.7 **Assignment.** SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Client may not assign the Agreement or any of the rights or obligations under the Agreement, without the prior written consent of SSG.

12.8 **Relationship of the Parties.** The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

12.9 **Governing Law.** This Agreement is governed by the laws of the State of Delaware without giving effect to its conflict of law provisions. Any dispute shall be litigated in the state or federal courts located in the State of Delaware to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing

jurisdiction in Delaware under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

12.10 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by SSG and Client.

12.11 Use of Agents. SSG may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve SSG from

responsibility for performance of its duties under the terms of this Agreement.

12.12 Publicity. Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases.

12.13 Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid to the contact person set forth in the Order Form. Notices shall be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service, provided in each case that delivery in fact is effected. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this section.

The parties' authorized signatories have duly executed this Agreement as of the Effective Date:

Social Solutions Global, Inc.

By: _____
Print Name: _____
Title: _____
Date: _____

[Client legal name]

By: _____
Print Name: _____
Title: _____
Date: _____