



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

Header 3

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 492266

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0506

Vendor ID: VS0000017521

SO Doc ID: EHP1900000001

Legal Name: emocha Mobile Health Inc.

Published Date: 11/7/18

Alias/DBA:

Close Date: 11/26/18

Total Bid: \$1,500.00

Close Time: 13:30

Response Date: 11/26/2018

Status: Closed

Response Time: 13:14

Solicitation Description: Video DOT Services

Total of Header Attachments: 3



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

State of West Virginia
Solicitation Response

Proc Folder : 492266
Solicitation Description : Video DOT Services
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-11-26 13:30:00	SR 0506 ESR11261800000002494	1

VENDOR

VS0000017521
emocha Mobile Health Inc.

Solicitation Number: CRFQ 0506 EHP1900000001

Total Bid : \$1,500.00 **Response Date:** 2018-11-26 **Response Time:** 13:14:55

Comments: We greatly appreciate the effort involved in posting and reviewing this solicitation. We are grateful for the opportunity to present our proposal and hope to work with the West Virginia as we all work toward TB Elimination. We hope to hear from you soon and hope you have a wonderful week!
Sincerely,
The emocha team - Sebastian, Katrina, Tom, Lamar, Edgar, Michelle, Morad, Amanda, May, Aditi, Chris, Lauren, Valerie, Mike C, Mike R, Randy, & Gayle.

FOR INFORMATION CONTACT THE BUYER

April E Battle
(304) 558-0067
april.e.battle@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	4.1.1 Patient rate/5 patients per month	5.00000	EA	\$50.000000	\$250.00

Comm Code	Manufacturer	Specification	Model #
43233502			

Extended Description :	4.1.1 Patient rate/5 patients per month
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Comments: The Agency is able to select either monthly patient pricing or monthly healthcare reviewer pricing. This represents the Unit Price for patients per month.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	4.1.1 Health care reviewer rate/5 per month	5.00000	EA	\$250.000000	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
43233502			

Extended Description :	4.1.1 Health care reviewer rate/5 per month
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Comments: The Agency is able to select either monthly patient pricing or monthly healthcare reviewer pricing. This represents the Unit Price for healthcare reviewers per month.



West Virginia Department of Health & Human Resources

Office of Epidemiology & Prevention Services
Division of Tuberculosis Elimination

NOVEMBER 26, 2018



Department of Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

November 26, 2018

Dear West Virginia Department of Health & Human Resources, Office of Epidemiology & Prevention Services Division of Tuberculosis Elimination:

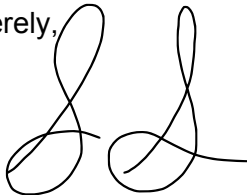
On behalf of emocha Mobile Health Inc. (emocha), it is our privilege to offer our proposal for CRFQ EHP1900000001: Video Directly Observed Therapy (DOT) Service. The emocha platform consists of a patient-facing mobile application, a care team-facing web portal, and a care team-facing mobile application. This allows the health department to quickly and conveniently enroll patients into video DOT from the field or on a computer while allowing patients to securely video record themselves taking medication. The platform was created by clinician scientists at the Johns Hopkins Center for Clinical Global Health Education in 2008 before the company was founded to license and commercialize the technology in 2013.

We have the pleasure of serving state and local health departments around the world as our customers. Over 95 states, cities, and municipalities in the US alone use emocha as their TB video DOT platform alongside researchers across over 20 academic medical centers around the world, including West Virginia University. In addition to TB, the platform is being used to support several use cases including but not limited to: outbreak symptoms monitoring, hepatitis C adherence, linkage to care for pre-exposure prophylaxis, and opioid use disorder treatment.

We have a robust and growing team fully-dedicated to developing the emocha video DOT platform. Our multi-disciplinary team of in-house business professionals, engineers, and designers are eager for the opportunity to work with your team in West Virginia to improve health outcomes while optimizing workflows for public health workers using emocha's video DOT platform. We hope that you will consider using emocha to support the critical work your team carries out to achieve tuberculosis (TB) elimination.

Please feel free to contact me should you have any questions regarding this application.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Seiguer', with a stylized, cursive script.

Sebastian Seiguer JD, MBA
Chief Executive Officer

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: **Initial Contract Term:** This Contract becomes effective on award and extends for a period of One (1) 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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: \$5,000,000.00 per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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-
-

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

9. WORKERS' COMPENSATION INSURANCE: 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.

10. [Reserved]

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

N/A _____ for _____

Liquidated Damages Contained in the Specifications

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

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

14. PAYMENT IN ARREARS: 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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”), provided that both the Other Government Entity and the Vendor agree. 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. 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.

Revised 06/08/2018

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 heath, 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.

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

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.


Director of Strategic Partnerships, Public Health

(Name, Title)
Katrina Rios, Director of Strategic Partnerships, Public Health

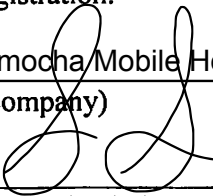
(Printed Name and Title)
1812 Ashland Avenue Ground Floor Suite 100 Baltimore MD, 21201

(Address)
305-767-8879

(Phone Number) / (Fax Number)
krios@emocha.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.


emocha Mobile Health Inc.

(Company)

Sebastian Seiguer, CEO

(Authorized Signature) (Representative Name, Title)

Sebastian Seiguer, Chief Executive Officer

(Printed Name and Title of Authorized Representative)

November 26, 2018

(Date)

410-804-0059

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ EHP1900000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- 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.

emocha Mobile Health Inc.

Company



Katrina Rios, Director of Strategic Partnerships, Public Health

Authorized Signature

November 26, 2018

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources Bureau for Public Health Division of Tuberculosis Elimination to establish an open-end service contract for asynchronous video directly observed therapy (DOT) service.

NOTE: This request is covered in part of in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1 - "Provisions Required for Federally Funded Procurements"

NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: [HTTP://WWW.WVDHHR.ORG/PDFS/H1.5%20UTILIZATION%20REPORT%20AND%20EEOP%20POLICY.PDF](http://www.wvdhhr.org/pdfs/H1.5%20UTILIZATION%20REPORT%20AND%20EEOP%20POLICY.PDF)

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Services" means provide an application for video recording of directly observed therapy as more fully described in these specifications.

2.2 "Pricing Page" means the pages, contained WVOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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

2.4 "Directly Observed Therapy" (DOT) is an adherence-enhancing strategy in which a healthcare worker or other trained person watches a patient swallow each dose of medication and is accountable to the public health system. DOT is the standard method of care for all patients with TB disease and is an option for patients under treatment for latent infection.

2.5 "Asynchronous Video DOT" means an internet connection and/or cellular data is not needed for recording of the patient taking the medication. Videos can be recorded and securely uploaded once connected to data or a wireless internet connection.

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications and be able to provide proof upon request:

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Requirement	Response
3.1. Vendor must have a minimum of 3 years' experience providing asynchronous video DOT service.	Yes. emocha has been providing asynchronous video DOT as a company for 5 years. The platform has been refined over the last decade as it was originally developed in 2008 by clinician scientists at the Johns Hopkins Center for Clinical Global Health Education before being licensed in late 2013.
3.2. Vendor must have a minimum of 3 years' experience providing asynchronous video DOT service with other public health entities.	Yes. emocha has been providing asynchronous video DOT services to other public health entities, domestically and internationally, for 5 years. Over 100 health departments around the globe have access to emocha for TB treatment support. Please see Attachment 1 for a Letter of Reference from Harris County Public Health for their account on how emocha collaboratively works with their public health entity.

4. MANDATORY REQUIREMENTS

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below. Vendor shall provide Agency with the Contract Services listed below on an open-end and continuing basis.

Response: the emocha platform meets or exceeds all requirements outlined below (see *Table 1 for responses to items 4.1.1.1 - 4.1.1.26*) and will be provided to the Agency on an open-end and continuing basis. The platform can be seen in Attachment 4.

4.1.1. Vendor will provide an asynchronous video DOT application for the per patient rate of an estimated 5 patients per month and for the per healthcare reviewer rate of an estimated 5 healthcare reviewers per month.

Response: the emocha platform charges on the basis of patient users per month or on the basis of healthcare reviewers reviewer per month. The Agency is able to choose the pricing model that best suits their needs. Please see Exhibit A for a pricing breakdown on the patient user pricing and Attachment 2 for an additional pricing list.

Table 1: Asynchronous Video DOT Requirements & emocha Responses

Requirement	Response
4.1.1.1 Asynchronous video DOT application must be Health Insurance Portability	Yes. The emocha platform is Health Insurance Portability Accountability Act

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<p>Accountability Act (HIPAA) compliant and provide end-to-end encryption</p>	<p>(HIPAA) compliant and provides end-to-end encryption. Please see Attachment 3 for the emocha HIPAA Security White Paper for additional information on data security.</p>
<p>4.1.1.2 Asynchronous video DOT application must be compatible with Android and iPhone Operating System (iOS) devices and contain a web-interface</p>	<p>Yes. The emocha mobile application for both patients and care teams is compatible with Android and iPhone (iOS) devices as well as tablet devices. The emocha web interface is available on all major web browsers, including but not limited to Internet Explorer, Firefox, Chrome, and Safari.</p>
<p>4.1.1.3 Asynchronous video DOT application must track observed and/or reported symptoms and medication side-effects</p>	<p>Yes. The emocha platform allows the health department to track observed and/or reported symptoms and medication side-effects. The health department is able to customize which symptoms or side effects they want captured on the patient mobile application as well as the desired behavior for reported symptoms or side effects. For example, if a patient reports a concerning symptom or side effect then the application can stop them from taking a video. This can prompt an immediate SMS to the care team while giving the patient a dialable phone number on the application screen to contact their care team. Once the symptom or side effect has been addressed, a patient can log back into submit their dose for the day. If a patient reports a symptom or side effect that is not concerning, the report is still documented and submitted along with their video to the emocha web portal.</p>
<p>4.1.1.4 Asynchronous video DOT application must provide a date and time stamp for all videos.</p>	<p>Yes. All videos are date and time stamped for when the videos were actually recorded even if the video transmits over data or WiFi days later. This means that with or without connectivity, the care team can still verify if patients took their prescribed doses at the right date and time.</p>
<p>4.1.1.5 Asynchronous video DOT application must provide automatic patient reminders.</p>	<p>Yes. Using SMS or in-app notifications, emocha can send patients medication reminders twice-daily, at program and patient configurable times, unless a video has already been submitted for an expected dose.</p>

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	<p>The health department can customize the desired email notifications regarding patients who have missed submissions or patients who have submitted side effects.</p>
<p>4.1.1.6 Asynchronous video DOT application must provide in-person DOT support.</p>	<p>Yes. The emocha platform facilitates logging many different modalities recognized by the Centers for Disease Control & Prevention for doing DOT: asynchronous video, livestream video, in-clinic DOT, and in-field DOT. Health department staff can use the 'emocha Care Team' mobile application to asynchronously log DOT while in the field, get directions to a patient's home, and call or message them from the app. Data is sent to the web portal once the healthcare worker is in an area of connectivity. Alternative DOT forms can also be comfortably documented from the web interface. All patient forms of DOT are reconciled to give a complete dose count even when several different modalities of DOT are used during a patient's treatment.</p>
<p>4.1.1.7 Asynchronous video DOT application must provide ability for a provider to initiate a HIPAA-secure live chat with a patient.</p>	<p>Yes. The emocha platform facilitates HIPAA-secure live chat between health care workers and patients. Health department staff can also send one-way SMS messages to patients from the web portal to easily send custom reminders, encourage patients for their adherence, or correct incorrect procedures.</p>
<p>4.1.1.8 Asynchronous video DOT application must provide multi-device login capability for user (i.e. information is tied to a user id, not the device).</p>	<p>Yes. Multiple patients sharing a single device can each log onto the emocha mobile application with their own credentials (username / password, PIN code, or fingerprint login options) which keeps their data stored separately.</p>
<p>4.1.1.9 Asynchronous video DOT application must provide report generation and the ability to create regular, customizable data exports (.csv and/or .pdf)</p>	<p>Yes. The health department can quickly generate reports on-demand at patient and/or population levels in .csv and/or .pdf format over any desired date ranges. Many health departments utilize this functionality to</p>

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	generate weekly or monthly reports to discuss during case management meetings.
4.1.1.10 Asynchronous video DOT application must provide ability to visualize both population level and patient-specific analytics	Yes. The emocha web interface shows detailed analytics at patient and population levels. Analytics visualize patient level data to provide summary metrics, including average adherence rates by phase, reasons for video submission rejection, and patient-reported side effects. Individual patient analytics break down submission status and phase adherence by unique phase. Further, data on average video size, video length, side effects, overall adherence and total missed videos are readily available. Submission status can also be viewed in an adjustable, submission timeline format. Reports can be saved, exported, and printed, and can easily be filtered based on submission type, date range, and video status (accepted, rejected, missed, etc).
4.1.1.11 Asynchronous video DOT application must support multiple dosing schedules (i.e daily, split or intermittent)	Yes. The emocha platform supports multiple dosing schedules (i.e daily, split, intermittent) and allows the health departments to retroactively make changes to medication regimens to ensure all data on emocha is up-to-date. All health department users can determine which patients require certain dosing schedules and any changes made on the web portal are reflected in the patient's mobile application upon next login.
4.1.1.12 Vendor must offer daily unlimited use of the system.	Yes. The emocha web portal, emocha patient application, and emocha Care Team application are available 24/7 for unlimited use.
4.1.1.13 Vendor must provide configuration and set up of mobile portal and web application	Yes. An emocha team member will assist the West Virginia Department of Health team to determine the desired configurations, work with the emocha technical team to build and quality assure the configurations, and set up in-person or WebEx training with the West Virginia Department of Health team to

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	hand-off the custom configured patient mobile application, provider web portal, and provider mobile application.
4.1.1.14 Vendor must provide web-based training for onboarding of patients and healthcare reviewers	Yes. An emocha team member will do in-person and or WebEx training with the West Virginia Department of Health team to onboard patients and healthcare reviewers onto the platform. Upon completion of an initial training, all users will have access to step-by-step video guides, additional training materials, and patient onboarding materials.
4.1.1.15 Vendor must provide 24-hour online technical support	Yes. Upon implementation, the emocha support team contact information will be distributed and all emocha users will gain access to the 24/7 support portal.
4.1.1.16 Vendor must provide telephone access to technical support during normal business hours of 8:30am to 4:30pm EST Monday through Friday	Yes. Upon implementation, the West Virginia Department of Health team will receive telephone access to emocha support team members during normal business hours of 8:30am to 4:30pm EST Monday through Friday.
4.1.1.17 Vendor must submit a plan to the State of WV, Office of Epidemiology and Prevention Services Division of Tuberculosis Elimination upon award of the contract of how a data breach will be handled within 30 days of award.	Yes. The emocha team will submit a plan to the State of WV, Office of Epidemiology and Prevention Services Division of Tuberculosis Elimination upon award of the contract of how a data breach will be handled within 30 days of award. The plan is readily available and has been in effect since early 2014.
4.1.1.18 Vendor must sign a vendor confidentiality agreement (http://www.onlinelearning.wv.gov/course/DHHR01/confidentiality%20acknowledgement.pdf) and ensure privacy of data prior to contract award.	Yes. emocha will sign a vendor confidentiality agreement and ensure privacy of data prior to contract award.
4.1.1.19 Vendor will maintain application security to prevent unauthorized access to or disclosure of data transmissions.	Yes. emocha will maintain application security to prevent unauthorized access to or disclosure of data transmissions. Please see Attachment 3 for the emocha HIPAA Security White Paper for additional information on data security.

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<p>4.1.1.20 Vendor will notify the State of WV, Office of Epidemiology and Prevention Services Division of Tuberculosis Elimination by phone and email, given upon award of contract, of any unauthorized attempt to obtain access or otherwise tamper with data immediately upon discovery.</p>	<p>Yes. emocha will notify the State of WV, Office of Epidemiology and Prevention Services Division of Tuberculosis Elimination by phone and email, given upon award of contract, of any unauthorized attempt to obtain access or otherwise tamper with data immediately upon discovery.</p>
<p>4.1.1.21 Vendor will maintain active audit logs for one month on the server and store the previous month, keeping a minimum of four months of audit logs onsite.</p>	<p>Yes. emocha always has audit logs readily available on the web interface and keeps a minimum of four months of audit logs onsite.</p>
<p>4.1.1.22 Vendor will provide privacy protections equivalent to those provided by Standards for Privacy of Individually Identifiable Health Information, 45CFR Part 160 and Sub-Parts A&E of Part 164. https://www.hhs.gov/sites/default/files/introduction.pdf</p>	<p>Yes. emocha will provide privacy protections equivalent to those provided by Standards for Privacy of Individually Identifiable Health Information, 45CFR Part 160 and Sub-Parts A&E of Part 164. This protocols, protections, and procedures are readily available.</p>
<p>4.1.1.23 Vendor will notify the State of WV, Office of Epidemiology and Prevention Services, Division of Tuberculosis Elimination immediately by phone and email, given upon award of contract, of any unlawful or unauthorized use of disclosure of protected health information (PHI) of which they become aware, if the data is determined to have been compromised. The vendor will provide all necessary details including, but not limited to, what data was compromised, when, how and by whom; and when they first became aware and provide a corrective action plan as to how any unlawful or unauthorized access will be avoided in the future.</p>	<p>Yes. emocha will notify the State of WV, Office of Epidemiology and Prevention Services, Division of Tuberculosis Elimination immediately by phone and email, given upon award of contract, of any unlawful or unauthorized use of disclosure of protected health information (PHI) of which they become aware, if the data is determined to have been compromised. emocha will provide all necessary details including, but not limited to, what data was compromised, when, how and by whom; and when they first became aware and provide a corrective action plan as to how any unlawful or unauthorized access will be avoided in the future. emocha can act as Business Associate under a Business Associates Agreement with State of WV.</p>
<p>4.1.1.24 Vendor will work with the State of WV, Office of Epidemiology and Prevention Services, Division of Tuberculosis Elimination to investigate and comply with any state or</p>	<p>Yes. emocha will work with the State of WV, Office of Epidemiology and Prevention Services, Division of Tuberculosis Elimination</p>

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<p>federal laws (http://technology.wv.gov/SiteCollectionDocuments/Policies%20Issued%20by%20the%20CTO/2017/PO1001_Security_Sept2017.pdf)</p>	<p>to investigate and comply with any applicable state or federal laws.</p>
<p>4.1.1.25 Vendor will document and keep current its security measures as required by applicable law: http://technology.wv.gov/SiteCollectionDocuments/Policies%20Issued%20by%20the%20CTO/2017/PO1001_Security_Sept2017.pdf</p>	<p>Yes. All emocha security measures are organized and documented using the Ostendio software and available for review at any time. emocha will remain in compliance required by applicable law.</p>
<p>4.1.1.26 In the event of termination of vendor services, the vendor will surrender and transfer all data to the Division of Tuberculosis Elimination, allowing for electronic download file transfer protocol (FTP). After confirmation of successful transfer, the vendor will destroy all data to ensure data privacy.</p>	<p>Yes. In the event of termination of vendor services, emocha will surrender and transfer all data to the Division of Tuberculosis Elimination, allowing for electronic download file transfer protocol (FTP) or other exports of captured data before destroying it all to ensure data privacy.</p>

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.

5.2 Pricing Page: Vendor should complete the Pricing Pages by entering the Unit Price per patient and then multiplying it by the Estimate Quantity (5) in order to find the Extended Price for each of the Contract Items. Add the totals in the Extended Price for each of the Contract Items. Add the totals in the Extended Price Column together to find the Grand Total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Services and estimated purchase volume. The estimated purchase volume for each service represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual service is guaranteed or implied. Vendor should type or electronically enter the information into the Pricing Pages through WVOASIS, if available, or as an electronic document.

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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.

7. ORDERING AND PAYMENT:

7.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

7.2 Payment: Vendor shall invoice monthly and 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.

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:

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

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.

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

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

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

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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.

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: Katrina Rios
Telephone Number: 305-767-8879
Fax Number: N/A
Email Address: krios@emocha.com

Exhibit A
Pricing Pages
CRFQ - EHP1900000001

Contract Item #	Description	Estimated Quantity	Unit Price	Extended Price
4.1.1	Per patient rate	5 X 12 = 60 (Patients times months)	\$ 50	\$ 3,000
4.1.1	Per Healthcare Reviewer rate	5 X 12 = 60 (Patients times months)	\$250	\$0
Grand Total	\$ 3,000 (annual recurring) + \$900 (one-time set up) = \$3,900 Year 1			

Contract will be awarded to the Vendor that provides the Service Items meeting the required specifications for the lowest overall Grand Total cost.

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

The estimated quantity for each Service Item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual Service Item is guaranteed or implied.

Vendor Name: emocha Mobile Health Inc.
Physical Address: 1812 Ashland Avenue Ground Floor Suite 100 Baltimore MD, 21201

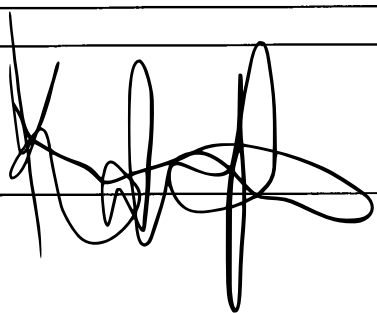
Remit to Address:
1812 Ashland Avenue
Ground Floor Suite 100
Baltimore MD, 21201

Telephone:
305-767-8879

Fax:
N/A

Email:
krios@emocha.com

Vendor Representative (print name):
Katrina Rios

Signature: 

Date: November 26, 2018

Provisions Required for Federally Funded Procurements

- 1. Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
- 2. 2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3. §200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

(A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

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

5.2. Contract Cancellation.

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

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

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

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

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

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

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

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

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

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.
5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

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

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

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

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

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

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

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

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

5.6. Damages.

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

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

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

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

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

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR § 60-1.3 defines “Federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a “federally assisted construction contract” under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.*

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

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

NOTE: emocha has a notarized copy of this Affidavit and dated November 24, 2018 and will provide to the Agency upon Contract award if selected.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

NOTE: emocha has a notarized copy of this form signed and dated November 24, 2018 and will provide to the Agency upon Contract award if selected.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Attachment 1: Letter of Reference

Umair A. Shah, M.D., M.P.H.
Executive Director



Harris County
Public Health
Building a Healthy Community

2223 West Loop South
Houston, Texas 77027
Tel: (713) 439-6000
Fax: (713) 439-6080

To Whom It May Concern,

On behalf of Harris County Public Health (HCPH), it is a pleasure to write a letter to support the proposal Video Directly Observed Therapy (VDOT) being submitted to your agency by emocha Mobile Health, Inc.

Harris County Public Health (HCPH) is the county health department for Harris County and provides comprehensive health services to the community through an annual budget of over \$100 million and a workforce of approximately 700 public health professionals – all dedicated to improving the health and well-being of Harris County residents and the communities in which they live, learn, work, worship, and play. The HCPH jurisdiction includes approximately 2.3 million people and over 30 other municipalities located in Harris County (not including the city of Houston). For certain public health services, such as mosquito control, Ryan White/Part A HIV funding and refugee health screening, the HCPH jurisdiction encompasses the entirety of the county, including the city of Houston, thus providing services to 4.7 million people in total. For its efforts, HCPH was named the 2016 Local Health Department of the year by the National Association of County and City Health Officials (NACCHO).

The HCPH Tuberculosis Elimination Program currently provides Direct Observation Therapy (DOT), Directly Observed Preventative Therapy (DOPT), and Video Direct Observation Therapy (VDOT) to an average of 185 patients, contacts, and suspects each week. DOT requires a health worker to travel to a patient's home to observe each medication dose, often multiple times per week.

For the past five years, HCPH has used the emocha platform to provide VDOT services for Tuberculosis (TB) treatment and for prophylaxis of high risk TB contacts (those on 3HP and traditional DOPT). This partnership has translated into an approximate annual savings of \$50,000, with the potential for more as the program further evolves. It provides patient autonomy, flexibility, and privacy. An example of this is when VDOT allowed a patient to travel to the patient's country of Vietnam to get married. This would not have been possible under traditional direct observation therapy. Another example is VDOT's tremendous success during the aftermath of 2017's Hurricane Harvey disaster that hit our community (Trickey, 2018).

On August 27th, 2017, Hurricane Harvey hit Harris County, severely impacting infrastructure in the city, due to impassable roads, excessive flooding, and unsafe conditions, HCPH staff could not safely reach patients on DOT for 16 days during Hurricane Harvey. As a result, these patients' antibiotic regimens were extended for two weeks. However, VDOT allowed our staff to continue to observe and document the completion of daily medications regimens throughout Hurricane Harvey. During that time, 108 patients were receiving TB treatment in Harris County. Of the 61 VDOT patients, 59 continued treatments without interruption.

Overall, this tool is invaluable to TB treatment adherence and treatment completion in Harris County. Non-adherence to medication regimens can lead to incomplete treatment and the development of multi-drug resistance strains of tuberculosis. HCPH received several national accolades for its milestone utilization of VDOT during Hurricane Harvey, in fact, it was featured in Politico magazine. The agency was also recognized as a 2018 CDC Champion and received a 2018 NACCHO Model Practice Award for this work.

HCPH is the local public health agency for the Harris County, Texas jurisdiction. It provides a wide variety of public health activities and services aimed at improving the health and well-being of the Harris County community.

Follow HCPH on Twitter [@hcphtx](#) and like us on [Facebook](#)

HCPH has been pleased with emocha Mobile Health, Inc. in terms of the company's responsiveness to our questions, excellent communication with our staff, and emocha's ability and willingness to create a customized platform that fits HCPH needs. In addition to excellent customer service, the emocha application is easy to use, and easy to train staff and patient to use for VDOT services. Utilizing emocha's innovative platform has allowed us to be serve our patients with higher quality of care while efficiently using our resources.

In conclusion, HCPH enthusiastically supports the efforts of emocha Mobile Health, Inc., as it seeks to provide VDOT services to your agency. If you have any questions about this letter of support, please do not hesitate to contact me at (713) 439-6054 or email Mary.Scott@phs.hctx.net.

Sincerely,



Mary Scott, RN, BSN
Tuberculosis Program Manager

cc: Les Becker, MBA, Deputy Director
Elizabeth Perez, MPH, Director, Office of Communications, Education, and Engagement

Works Cited

- Morris, S., Miner, M., Rodriguez, T., Stancil, R., Wiltz-Beckham, D., & Chorba, T. (2017). Notes from the Field: Tuberculosis Control Activities After Hurricane Harvey — Texas, 2017. *MMWR Morb Mortal Wkly Rep*, 66:1362-1363.
- Trickey, E. (2018, January 18). *Politico*. Retrieved from <https://www.politico.com/magazine/story/2018/01/18/what-works-health-app-harvey-216479>

HCPH is the local public health agency for the Harris County, Texas jurisdiction. It provides a wide variety of public health activities and services aimed at improving the health and well-being of the Harris County community.

Follow HCPH on Twitter [@hcphtx](https://twitter.com/hcphtx) and like us on [Facebook](https://www.facebook.com/hcphtx)

Attachment 2: Additional Pricing List

emocha Mobile Health Inc.

Additional Service Offerings

effective as of 10/1/2018

The following additional emocha service offerings are available. Please see the table below for description and cost information.

emocha Additional Service Offerings

Service Offering	Description	One Time Cost	Monthly Cost	Annual Cost
Billing configuration with EMR or billing system integration	Interface with EMR or billing system; transport of DOT or video DOT records and codes into 3rd party system	TBD	TBD	n/a
emocha pre-exposure prophylaxis (PrEP) linkage to care module	emocha's PrEP linkage to care module can be a helpful adjunct to TB program activities that facilitates real-time, HIPAA-secure chat between a healthcare worker and person looking to be connected to a PrEP prescriber near them. The emocha web portal can visualize the cascade of care	\$4,000	\$290 per provider per month for the first 3 providers, \$190 for providers thereafter <i>Note that County Staff who have a license to emocha video DOT can access this module at no additional charge per month.</i>	n/a
emocha outbreak symptoms monitoring module	emocha can rapidly deploy an outbreak symptoms monitoring application for monitoring symptoms of Ebola, Measles, MERS, or disease of interest to the health department.	\$3,500	\$290 per provider per month as needed for the first 3 providers, \$190 for providers thereafter <i>Note that County Staff who have a license to emocha video DOT can access this module at no additional charge</i>	n/a

			<i>per month.</i>	
emocha Devices	emocha can provide Android smartphones (version 6.0 or higher) for the health department to loan to patients who do not have their own device. Includes shipping, configuration with emocha and handling.	\$125 - \$180	n/a	n/a
In-person Training	Daily rate includes travel, lodging, other expense, and one day of training	\$1,900	Cost of visit, including all travel expense and training costs, for an in-person training at customer	
Additional Foreign Languages	All 22+ languages included in standard fees. This position is for translating and integrating a new language into emocha.	\$500 per language	No monthly charges. Note that requests made by customers for new languages are made available to ALL emocha customers.	
Additional Subscription, County Staff access	Healthcare worker licenses for accessing emocha Web Portal or mobile app for healthcare workers		\$290/per provider per month for first three; \$190 per provider per month thereafter	
HIPAA-compliant Archive, inactive patient data for extended term	Storage of inactive patient data (optional) for over a period of one year.			\$500
Software Customization beyond Scope of Work	Fixed price customization is available upon request and based upon the following schedule of hourly rates. Note that extensive customization may impact monthly subscriptions.	n/a to this proposal	n/a to this proposal	n/a to this proposal
Hourly Rates	Senior Software Engineer			\$140/hour
Hourly Rates	User Interface Designer			\$120/hour
Hourly Rates	Project Manager			\$88/hour

emocha[®]

REVOLUTIONIZING PUBLIC HEALTH

Security & HIPAA Compliance White Paper

CONFIDENTIAL [Not intended for distribution]

emocha Security & HIPAA Compliance

Security Overview

The emocha platform is a suite of patient engagement and medication adherence applications, with both mobile (iOS / Android) and web components. All emocha applications comply with HIPAA regulations on how to handle protected health information (PHI), including but not limited to secure encryption of data, access controls, and industry-standard best practices. A robust role-based permission system limits system access to only authorized, authenticated users to ensure the need-to-know basis of PHI. All PHI is encrypted both in-flight and at-rest, and all access to, or modification of, patient data and system configuration is logged complying to both HIPAA and IRB requirements. The server infrastructure is secured from both physical and remote access.

Access

Access to the system is managed via password-protected user accounts. User passwords are never stored in clear text, only as a one-way encrypted digest, and are never visible to any user including emocha system administrators. The system includes rules to require that users create a complex password (with configurable minimum length, and requirements for special characters, numbers, etc.), and requires that user passwords be changed periodically. All access attempts, successful or otherwise, are logged. Repeated failed attempts result in the account being locked, and may only be unlocked by an administrator.

User Roles and Administration

User accounts are defined by a set of role-based permissions and only users with elevated permissions are capable of modifying a user's access. The system's position towards any user action is "default-deny". That is, unless a user has specifically been granted the right to perform an action, via a permission they've been explicitly granted by an administrator, the action is not permitted. An interface is provided both to add and remove roles from user accounts, and also to define new roles, or add and remove permissions from existing roles. Multiple roles can be assigned to the same user.

Input Validation

All input to the system is checked for validity before being processed. Validation is both done on the client and server sides; client-side as a user-experience convenience and server-side for data validation. The backend system assumes all incoming data to be tainted and will not use or store any data until validation is complete. This validation (based on formatting, length, range, etc.) is supported by the check for malicious intent (XSS attacks, SQL injection, etc.). Most parameters are marked as required and an absent or malformed required parameter or a present but malformed optional parameter will result in the entire request being declared invalid returning an error.

Authentication & Authorization

Authentication is managed with a username and password (adhering to the emocha password standards). Users are authorized to perform only the actions explicitly granted to them by the roles they have been assigned. Before allowing any user interaction with the system (for instance viewing patient information, creating a new user account, scheduling an appointment), the user's permissions are checked to determine if they are allowed to perform the specified action and whether they're allowed to access the object in question. A given user may be configured to only be allowed access to view or modify certain patients.

In the event that a user has forgotten their password, they can request a password reset for their username. This will generate a message to the email address associated with that account containing a time-limited single-user token which can be used to enter a new password.

Session Management & Timeouts

Every interaction with the system, with a few exceptions such as logging in and recovering a lost password, requires a valid, recent, session token which is returned as part of a successful authentication.

Session identifiers are stored as encrypted cookies on the device or browser, and chosen from a large, random, address space. These are not predictable and any modification of the local value will invalidate the session. No user-provided data (other cookies, roles/permissions, etc.) is used by the system and is ignored if provided (other than the session identifier). The backend fetches that

emocha Security & HIPAA Compliance

information from the database which is the trusted store of information.

Sessions time out after a configurable period of inactivity, for which the default is 5 minutes. When timeout happens, the user must re-authenticate to continue interacting with the system.

Encryption

The emocha platform uses two main kinds of encryption: in-flight and at-rest.

In-flight encryption refers to the encryption of all data while being transmitted. Data being sent from a client, whether web-based or a mobile application, is sent over a secure HTTPS connection secured by a 2048-bit SSL certificate. We audit our SSL configuration regularly, ensuring that system configuration is as up-to-date as possible. All connections between the database and application servers are made over SSL/TLS, using the same 2048-bit certificate.

At-rest encryption means that all protected health information (PHI) in the database and disk is always stored encrypted. This includes any record of a user, anything in the error log or audit log tables, any patient data, and all information submitted including video files or GPS coordinates. The encryption scheme uses the Advanced Encryption Standard (AES) algorithm of at least 256 bits, with the ability to revoke and issue new keys as needed. Data being sent from mobile devices is encrypted on the device as soon as it has been collected. Data is then transmitted to the server over a secure HTTPS channel and deleted from the device as soon as receipt of the transmission is confirmed. Photos or videos being recorded are stored on the application's partition of the SD card or internal storage, and not visible in the device's general media gallery applications.

When retrieving any data from the database, the encrypted data is fetched by the application, then decrypted before being sent to the client.

Encryption / decryption keys are housed on a separate server and only accessible through a highly-restrictive API, which is not directly reachable from the database server. Keys are only stored in memory on the application server and never in permanent files written to disk. Effectively, the database cannot decrypt its own data; even in the event

of the server being compromised and a malicious party acquiring an export of the data, PHI will remain secure.

Each customer application's data (patients, checkins, laboratory test result data) resides in a separate database or schema and is completely invisible to other customers.

Audit Logs

Any viewing or modification of the system, or patient data, is logged in a persistent and unmodifiable database. Audit trail records include but are not limited to the action being taken, the user who initiated the action, the date and time, and, in the case of modifications, both the old and new values. These logs are available to be searched with numerous sorting and filtering options on the administrative interface. In addition, nothing is ever deleted in the system; data is "soft-deleted" via marking with a flag that will hide the record during normal operations, but leave it easily recoverable if needed.

Infrastructure, Hosting Environment, and Backups

emocha's servers are hosted "in the cloud" at secure data centers. Physical access is extremely limited if not impossible. All servers are single-tenant, and there is no shared hardware between emocha and any other entity.

Network access to any server is limited to the specific port and IP ranges needed for the platform to function (for instance, the front-facing load balancers allow access via HTTPS from anywhere but the database servers only allow SSL/TLS access over port 3306 from the application servers they specifically support), and SSH access is only permitted from the emocha office itself. Login credentials are managed by a combination of a strong password and private keys. Keys are only distributed via direct USB storage and never sent over any network. Login passwords are required to adhere to the emocha Password Policy, explained above. Access to production servers is only given to employees with a demonstrable need for access, who are needed to provide production support for the service.

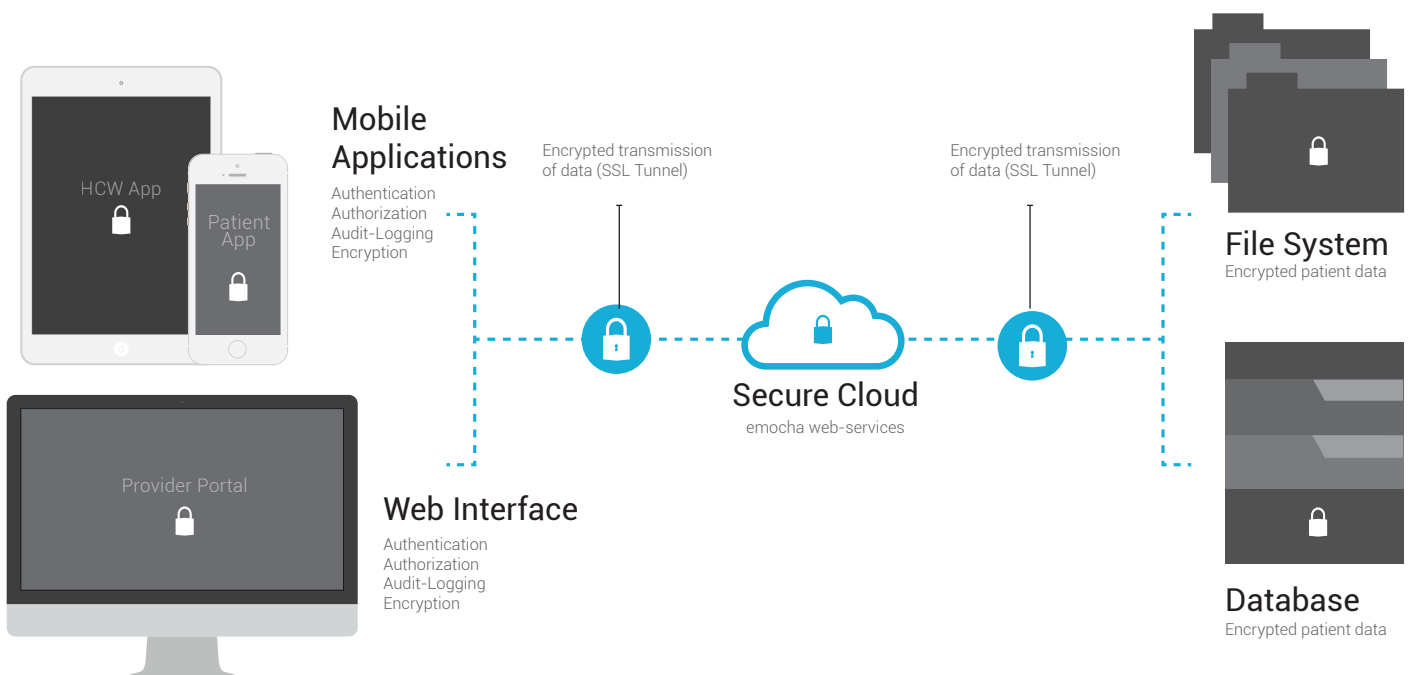
Remote console access, where these settings are managed, requires a two-factor authentication token in addition to a strong password.

emocha Security & HIPAA Compliance

Accounts used to connect to servers are per-user rather than a shared “root” account. This allows for individual users to be managed, or access revoked, without compromising other accounts.

Backups are taken regularly; nightly backups are made of the entire encrypted database and snapshots of the entire server disk are taken, including any encrypted file uploads. These are kept available across a rolling 30-day window in case they need to be rolled back to. All data is replicated across multiple servers, in near real-time, to ensure availability. We also run monitoring software that checks, at all times, whether the service is available and functioning, and have a system in place to page on-call support personnel if needed.

Security Architecture Diagram



Video Directly Observed Therapy for Tuberculosis Treatment

Directly Observed Therapy (DOT) is the gold standard for adherence to tuberculosis treatment. emocha's HIPAA-compliant video DOT platform is a novel, patient-centric solution for TB programs. It has been clinically validated to achieve adherence rates comparable to in-person DOT and saves precious public health resources.



Patient App



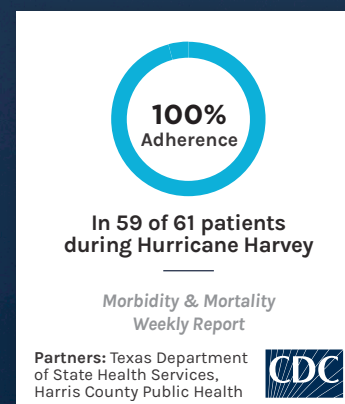
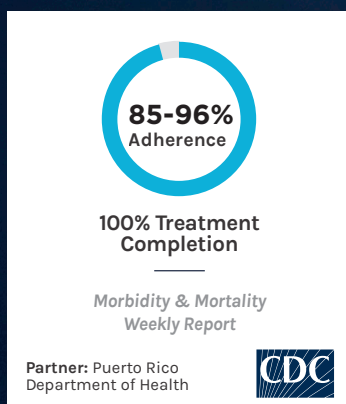
Patients use emocha's mobile app to video record themselves taking their medication and report potential side effects or symptoms. The app is available for iOS, Android, and tablet devices in **more than 20 languages**.

Care Team Portal & App



Care teams use emocha's web platform to review videos, assess side effects, and engage with patients to fulfill DOT guidelines. Providers can also use a **companion app to record in-person DOT** visits and symptoms, even while offline. emocha centralizes the DOT record and can integrate with information systems such as EHRs.

Clinical Validation



West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: emacha Mobile Health Inc. Address: 1812 Ashland Ave
Ground Floor Suite 100
Baltimore MD, 21201

Name of Authorized Agent: Katrina Rios Address: " " "

Contract Number: CRFQ EHP1900000001 Contract Description: Asynchronous Video DOT

Governmental agency awarding contract: West Virginia Office of Epidemiology & Prevention Services

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature]

Date Signed: November 24, 2018

Notary Verification

State of Florida, County of Dade:

I, Katrina G. Rios, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 24th day of November, 2018.

[Handwritten Signature]
Notary Public's Signature



Fedici Joseph
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG270719
Expires 10/24/2022

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(l), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Katrina RIOS
Authorized Signature: [Signature] Date: November 24, 2018

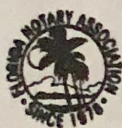
State of Florida

County of Dade, to-wit:

Taken, subscribed, and sworn to before me this 24 day of November, 2018.

My Commission expires October 24, 2022.

AFFIX SEAL HERE



Fedici Joseph
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG270719
Expires 10/24/2022

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)