



West Virginia Homeland Security and Emergency Management

*Web-Based Statewide EMIS Enterprise Solution
RFP Solicitation# HSE1900000001*

*Technical Proposal
Addendum 4*

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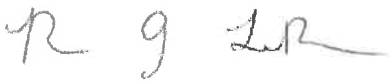
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Signature of Acknowledgement (RFP 6.8)

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

LiveProcess

(Company)

A handwritten signature in black ink, appearing to read "R g LR".

Brian LeBlanc, CFO

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4/24/2019

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Executive Summary

LiveProcess has been partnering with West Virginia health agencies for nearly a decade dating back to 2009.

LiveProcess provides an all-in-one emergency management and communication solution for healthcare organizations. Cloud-based communication and collaboration solutions help ensure continuity of care before, during, and after emergency events, across a state, region or even within a healthcare network or facility. Through an intuitive and customizable contact management database, LiveProcess enables broadcast notifications across a wide range of constituencies including staff, volunteers, agencies and community partners, two-way messaging to groups or individuals, and pre-programmed alerts to targeted groups that simplify and accelerate communications and coordination.

LiveProcess takes a streamlined approach to many comparable solutions in this market – rather than requiring hardware and equipment in addition to software – we provide a SaaS emergency notification system that delivers the messages to the user on the mobile device(s) they have.

When we started in 2004, we took a methodical comprehensive approach and considered what was essential to proactively plan for disasters, instantly alert and mobilize resources, coordinate activity and response in real-time and ensure compliance standards were achieved and effectively tracked for auditing needs. We instantly realized that it was imperative to gain efficiencies by standardizing the manner in which they gain and provide situational awareness, share information, respond to and recover from events that create surge situations stretching the healthcare delivery network, cause infrastructure and operational impacts on the region's ability to reach and provide for the safety, care and service of the public health.

We are a market leader in Emergency Management for healthcare with a cutting-edge technologically advanced solution providing a web-based cloud-hosted purposefully built single source solution designed on four critical pillars:

1. Plan for Continuity:

- a. HVA Templates - help the system to self-assess readiness, develop action plans, and respond in four major incident categories: natural disasters, infrastructure failures, security risks, mass casualty events;
- b. Job Action Sheets – provide Incident Commanders and System leaders with specific steps required to respond to each type of emergency, allowing for role clarity and rapid response; and
- c. Exercise Tool (to assist in building MSELs and Exercises) - prepare personnel, ensure readiness, and increase staff confidence through a broad selection of editable drills.

2. Mobilize Resources:

- a. Incident Command Structure Templates - provide a schema outlining the specific command approach to a range of events, customizable for any team;
- b. Notification group Tool – allow groups to be statically or dynamically created, allowing leaders to prioritize and segment message recipients according to type and level of incident; and
- c. Mass Notification Capability – enable mass communication at any point and includes contact self-maintenance, 24/7 support, and ease of use.

3. Coordinate Responders:

- a. Virtual Situation Center – an interactive, collaborative situation center to keep everyone informed at once, enables incident commanders to make the most informed decisions about resource allocation and response team deployment;
- b. Multi-modal, two-way communication – allows each person to choose their preferred method of communication (i.e. voice, SMS, email, etc.) & displays receipt and response with multilingual notification translation included; and

- c. Bed Management – enables collaborating institutions to cross-reference bed availability and maximize system-wide use of care resources.
- d. Inventory Management – enables centralized or distributed models of shared resource tracking

4. Tracking Responses:

- a. After Action Reports – automatically generated to inform and guide the improvement planning process while simultaneously ensuring regulatory compliance;
- b. Embedded Guidelines from NIMS and Joint Commission - ensure preparedness staff track institutional compliance; and
- c. Secure source for central documentation – ensures all users have access to the same, latest versions of all documents to promote integration, quality, and safety.

Twelve years later, on September 16, 2016 CMS issued the Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers Final Rule aimed to establish consistent emergency preparedness requirements for all 17 provider and supplier types, increase patient safety during times of emergency and establish a more coordinated response to disasters. The rule outlined four core elements which echoed the four pillars on which the foundation of the LiveProcess Emergency Manager Solution was built upon.

1. **Emergency Plan:** Develop an emergency plan based on a risk assessment and using an all-hazards approach. This must include an *integrated system for emergency planning* that focuses on capacities and capabilities.
2. **Policies and procedures:** Develop and implement policies and procedures based on the emergency plan and risk assessment that are reviewed and updated at least annually.
3. **Communication plan:** Develop and maintain an emergency preparedness communication plan that complies with federal, state and local laws. *Patient care must be coordinated within the facility, across healthcare providers, and with state and local public health departments and emergency management systems.*
4. **Training and testing program:** Develop and maintain training and testing programs including initial training in policies and procedures. Facilities must conduct drills and exercises to test the emergency plan annually.

LiveProcess partners with best of breed organizations to provide comprehensive EMIS solutions to our customers. In reviewing this RFP, we are including strategic partners to fulfill the scope for integration and interoperability with the Federal Emergency Management Agency's web-based solution and those of all FEMA Region III states, the District of Columbia, and other contiguous states as well as offering visualization of key aspects of the common operating view. We are recommending the direct purchase of a highly regarded 3rd party application provider to fulfill the interactive GIS needs. The following are the selected partners:

- **Crisis Systems** has more than 15 years' experience providing on-demand Web-based EOC support services during significant events and EOC activations. Services include system administration, user support, board-building, process development, training, new users' orientation and other emergency services. Our experience spans 60+ State & Local entities and diverse areas like Healthcare, Public Health, Defense, corporations, Nuclear Power and international entities.
- **3S Technologies LLC** has an extensive history with web-based applications including web pages, portals, applications; IT security audits and support; back-end database integrations; virtualization technologies; as well as Learning & Development services and support.
- **ArcGIS** offers unique capabilities and flexible licensing for applying location-based analytics to your business practices. Gain greater insights using contextual tools to visualize and analyze your data. Collaborate and share via maps, apps, dashboards and reports.

LiveProcess enables large and complex organizations plan for and respond to critical, catastrophic and time-sensitive incidents. Our desktop and mobile applications are designed to be used in crisis mode when people are under immense pressure enabling immediate, two-way coordination of people, activities and resources, in real time, at the touch of a screen. With a cloud-based platform designed to work with any mobile device, anywhere, we minimize your IT overhead

and provide the flexibility to instantly scale to serve statewide, regional and localized needs. In short, LiveProcess automates and simplifies critical communication and coordination of activities.

Here are a few examples of LiveProcess emergency management and communication platform in action:

- Every four years in July, West Virginia hosts the National Scout Jamboree, which brings over 30,000 attendees into the state, creating the third largest city in West Virginia. The WV Hospital Association uses the LiveProcess Situation Center to provide situational awareness to 65 hospitals, 7 West Virginia coalition regions, as well as the State of West Virginia Center for Threat Preparedness. During the 2017 Jamboree, the Department of Health & Human Services opened their command center at the Jamboree and used the LiveProcess Situation Center as a portal to post daily and shift situational reports to all WV hospitals, regional coordinators and coalition partners. Individual hospitals used the Situation Center to keep hospitals across the state and command center aware of ER divert situations and patient intake.
- LiveProcess was able to demonstrate our operability value very quickly after being deployed by [Indiana District 1. During Metro Area Drill that spans parts of Illinois, Wisconsin, and Indiana and is conducted once every 5 years](#), it was determined that the existing system stopped working. District 1 suggested expanding the use of LiveProcess allowing the exercise to continue. LiveProcess was adopted on the fly and used successfully to complete the exercise with District 1's full participation. This example is not only a testament to the preparedness of District 1 but is also a testament to the value of LiveProcess, a solution that reliably works, is flexible and easy to use in emergencies and every day.

"The fact that we could very readily bridge our district to the state and area beyond without missing a beat says everything about LiveProcess." Emery Garwick EMS/Emergency Preparedness Coordinator Methodist Hospitals Chairman, Indiana District 1

- [Riverside County](#) uses LiveProcess as their emergency management platform for regional collaboration across their health coalition

"Having a single platform eliminated a lot of the mistakes, issues, and information gaps that we used to have." Ramon Leon Program Chief of Preparedness Division at County of Riverside EMD

- [Florida Hospital](#) uses LiveProcess for planning for a pandemic outbreak

"The same system that can flawlessly manage an infectious disease crisis also helps solve routine staffing callouts and can handle just about every situation in between. I am the biggest fan of LiveProcess you'll find." Amanda Freeman Emergency Management Coordinator

LiveProcess has received industry recognition from organizations such as CIOReview, who selected LiveProcess as one of its 50 Most Promising Healthcare Solution Providers 2015 and Gartner, identified LiveProcess as an exemplary vendor, in the Hype Cycle for Business Continuity Management and IT Resilience 2017 as well as the Market Guide for Crisis/Emergency Management Platforms 2016 and 2018.

Crisis Systems' collective WebEOC® experience is spread over 15 years. Drawing on in-depth knowledge of WebEOC® and experience spanning the systems development lifecycle, we have experience delivering technology and process improvements to over 400 organizations worldwide, performing over 150 system implementations over ten years. Our experience spans 60+ State & Local entities and diverse areas like Healthcare, Public Health, Defense, corporations, Nuclear Power and international entities.

As we continue building upon 10 years of partnerships with healthcare organizations across the State of West Virginia, we are confident that the LiveProcess solution will best address the emergency preparedness needs of the West Virginia Homeland Security and Emergency Management organization and its partners. Our in-depth knowledge and expertise gained from working with public health, coalitions and hospitals across the state of Indiana gives us the advantage of understanding what Indiana needs and demands of a statewide emergency communication and resource coordination system and exactly how it needs to be implemented throughout the state for it to be a state-wide success.

Technical Proposal Response

Project Goals and Mandatory Requirements (RFP 4.2):

Vendor should describe its approach and methodology to providing the service or solving the problem described in the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches. **Vendor should provide a details response for each of the goals and objectives listed in this section.**

LiveProcess serves emergency communication and coordination needs for large Department of Defense health systems, statewide department of health agencies as well as networks of medium to large regional health systems.

One platform for State-wide, Regional and Local communication and coordination

State agencies, public health departments and healthcare coalitions in partnership and unified on a single communication solution can realize benefits across the spectrum of planning, mobilizing, tracking and documenting, using a variety of tools:

- ✓ LiveProcess mass notification tools can make information sharing nearly instantaneous – and save valuable human resources.
- ✓ Inventory management supports efficient mobilization and post-event accounting of resources funded or monitored by federal, state, or district emergency management agencies.
- ✓ LiveProcess contact database used as a detailed, searchable personnel database makes it easier to identify individuals with the necessary cross-training, certifications or licenses to serve in alternate capacities or travel quickly to alternate care delivery sites.
- ✓ The multi-level communication and event management tools combine one-to-one conversations with reports and mass notifications to create a complete, accurate dashboard for shared situational awareness and a master log of the event for after action reporting.

Integrated with FEMA and adjacent state

LiveProcess offers an emergency communication and collaboration platform for use in emergency and emergent situations. More than mass notification, LiveProcess enables real-time coordination and situational awareness in and across 600+ healthcare delivery organizations and local public health departments. Named by Gartner as a representative vendor of Crisis/Emergency Management platform, LiveProcess has been serving the needs to healthcare, public health and safety organizations since 2004.

In February 2018, Gartner published its Market Guide for Crisis/Emergency Management Platforms (C/EMP). The report discusses technology for crisis and emergency management across business sectors, making several observations that are relevant for healthcare organizations.

From the report, there are several takeaways that are especially meaningful for healthcare organizations and their partners in public health and public safety. We overlay examples of LiveProcess in action serving the emergency communication and coordination needs of acute care hospitals, public health and local public safety partners for your consideration as examples of LiveProcess' experience.

As analyst Roberta Witty noted, "a growing number of nongovernment organizations are using C/EMP solutions to help keep them in control of their response to a disruptive event as well as to align with national emergency/incident response management frameworks to avoid federalization."

Find ways to use your emergency management platform for day-to-day clinical communication, coordination and collaboration

Witty wrote, "Organizations can no longer support separate tools for managing day-to-day operations and managing a crisis. The expense is one factor; however, training the workforce on two different tools is a more important factor. Workers must be able to easily flow from normal to crisis mode without having to move to a different tool –one that they may not be fluent in due to the infrequency of its use. As a result, critical infrastructure organizations are integrating C/EMP solutions into day-to-day operations for a seamless cutover to crisis mode when needed."

We have found that many functions of a healthcare emergency management platform such as LiveProcess Emergency Manager translate well to everyday clinical and healthcare facility operations, such as physician communications, service alerts, mass notifications and mobilization of resources. Tools for coordinating a disaster response can also be used to mobilize rapid response teams for STEMI, Sepsis, Code Blue and other common, urgent hospital communication and coordination needs.

Project Goals and Objectives (RFP 4.2.1., Addendum 2)

Project Goals and Objectives Requirement	LiveProcess
<p>4.2.1.1 The Successful Vendor should provide a solution that is easy to use for all projected users, to include representatives of federal agencies, state agencies, local jurisdictions, non-governmental organizations, and other organizations with minimal or "just in time" training packages to be provided.</p>	<p>"A lot of technology has features that don't contribute to utility. LiveProcess does not suffer from that problem," said Wes Dunham, Director of Emergency Management at Methodist Health System. "It understands the healthcare needs it is addressing, it's built specifically to address them, and it does it very well."</p>
<p>4.2.1.2 The successful Vendor's solution may also provide for customization of displays or reports, based on the needs of the users.</p>	<p>LiveProcess Communicator allows each individual user to customize their homepage according to each of their notification needs.</p>
<p>4.2.1.3 The Successful Vendor should provide a solution that provides for safe and secure sharing of emergency information, resource management, and related information in an environment to be evaluated by the panel.</p>	<p>LiveProcess provides a SaaS EMIS using a hosted service model that provides, maintains, and monitors the security architecture that isolates LiveProcess solutions and components and restricts access to authorized personnel. This includes intrusion detection and prevention as appropriate.</p> <p>After Children's (Children's Medical Center Dallas) started a LiveProcess situation center, the hospital's command center safety and liaison officers, working 24/7 in 12-hour shifts, would update the log from the hospital command center, so the rest of the command center staff could monitor the events remotely from the secure web-based application.</p> <p>Regular meetings were held with all command center staff daily during the event, however, most of the command center staff only needed to report to the hospital command center after hours, and only if directed by the incident commander (IC).</p> <p>Children's Medical Center uses LiveProcess Emergency Manager for hospital emergency preparedness, pandemic preparedness, and more.</p>

<p>4.2.1.4 The Successful Vendor should provide initial training for the following categories of uses. This training should be accompanied by easy to use and follow system documentation for each category of user.</p> <p>4.2.1.4.1 System Administrators to include user access management - 0 up to ten (10) users.</p> <p>4.2.1.4.2 State Agency representatives - up to fifty (50) users.</p> <p>4.2.1.4.3 Local Jurisdiction representatives-up to two hundred (200) users.</p> <p>4.2.1.4.4 Non-governmental Organization Representatives - up to one hundred (100) users.</p> <p>4.2.1.4.5 Federal Agency Representatives - up to twenty-five (25) users.</p>	<p>LiveProcess will provide different levels of training via onsite and remote sessions. These sessions will be open to all levels of representatives, who can attend according to their needed level of access in the system. We maintain a library of user documentation that is available to each user within the LiveProcess system. Each class will include a syllabus for the class. Class levels include:</p> <ul style="list-style-type: none"> • Systems Administrator: Train the Trainer • System Administrator: Individual facilities/Agencies/Organizations • Standard User: Individual facilities/Agencies/Organizations • Communications & Situation Center Only: Individual facilities/Agencies/Organizations
<p>4.2.1.5 The successful Vendor should also provide refresher training for current users. The method of delivery will be evaluated.</p>	<p>Yes. LiveProcess offers initial training and ongoing training options as described above.</p>
<p>4.2.1.6 The Successful Vendor should provide 24 hours availability for systems technical support. The method of delivery and availability will be evaluated.</p>	<p>Yes.</p>
<p>4.2.1.7 The EMIS shall be fully interoperable with the Federal Emergency Management Agency (FEMA) systems at Regional and National levels.</p>	<p>LiveProcess is interoperable with FEMA systems at Regional and National levels (WebEOC) with interoperability provided by LiveProcess' business partner Crisis Systems.</p>
<p>4.2.1.8 The EMIS shall be fully interoperable with EMIS solutions in all FEMA Region III states and other neighboring states.</p>	<p>Yes, LiveProcess is interoperable with FEMA systems at Regional and National levels (WebEOC) with interoperability provided by LiveProcess' business partner Crisis Systems.</p>
<p>4.2.1.9 The EMIS may be fully interoperable with Emergency Management Assistance Compact (EMAC) Operations System (EOS) for all functions.</p>	<p>Yes.</p>
<p>4.2.1.10 The vendor shall make training available at the State for all levels of EMIS users (User, Administrator, Technical, and Maintenance) during deployment. The vendor shall identify the following:</p> <p>4.2.1.10.1 Course names.</p> <p>4.2.1.10.2 Delivery methods.</p> <p>4.2.1.10.3 Length of each course.</p> <p>4.2.1.10.4 Schedule for standard yearly training courses.</p> <p>4.2.1.10.5 Type of course material that will be provided to the State (i.e., course handouts, electronic power point presentations, etc.).</p> <p>4.2.1.10.6 Methods for ongoing, continuing, and on-demand training.</p>	<p>Yes. LiveProcess provides for initial onsite train-the-trainer session as well as additional onsite refresher training to your identified staff members as requested by the organization.</p> <p>In addition, LiveProcess offers online eLearning every 6-8 weeks.</p>

<p>4.2.1.11 The EMIS shall enable users to assign members of the contact lists to associated message groups to facilitate rapid dissemination of messages to specific sets of recipients.</p>	<p>Yes. Allows groups to be statically or dynamically created, allowing leaders to prioritize and segment message recipients according to type and level of incident.</p>
<p>4.2.1.12 The EMIS shall enable users to access situation reports and visual situation displays (Common Operating Picture [COP]).</p>	<p>Yes</p>
<p>4.2.1.13 The EMIS shall enable users to access Road Closure Notifications and reports from the West Virginia Division of Highways and other agencies and display them in the EMIS solution and the Common Operating Picture (COP).</p>	<p>Yes. LiveProcess provides a purpose-built comprehensive incident command solution that enables leaders to plan, coordinate, mobilize, and track events from beginning to end including a documentation library, ICS, and Virtual Incident Command Center. The Virtual Command Center provides a space where information can be shared among users throughout an event, including road closure updates and maps or links to Division of Highway data. The incident command solution can also be used to send notifications out to any user with agency updates.</p>
<p>4.2.1.14 The EMIS shall enable logistics support users to plan and monitor the routing and movement of supplies from a supply facility to the destination.</p>	<p>Yes. Our clients use LiveProcess inventory management and the virtual situation center to support this function.</p>
<p>4.2.1.15 The EMIS shall enable logistics support users to monitor and manage stocking level of supplies held in supply depot facilities.</p>	<p>Partial. LiveProcess inventory management provides a static list of supplies. Inventory levels can be updated either via human intervention or through integration with a separate system.</p>
<p>4.2.1.16 The EMIS shall enable authorized users to provide administrative support for procurement of materials and services including the ability to: 4.2.1.16.1 Identify local sources for equipment rentals; 4.2.1.16.2 Identify local sources for material supplies; 4.2.1.16.3 Record orders and receipts for equipment and supplies; and, 4.2.1.16.4 Provide capability for the upload/import of database of existing or acquired inventories.</p>	<p>Partial. Local sources for supplies that may be needed for an event or incident are lists shared via the document library. LiveProcess also supports inventory integration. Record orders and receipts could be stored in the document library as PDFs.</p>
<p>4.2.1.17 The EMIS shall enable authorized users to provide cost analysis services including the ability to: 4.2.1.17.1 identify material and personnel that require payment; 4.2.1.17.2 enter and record all cost data; 4.2.1.17.3 maintain accurate records of incident costs; and; 4.2.1.17.4 support planning activities through preparation of estimates for resource usage.</p>	<p>No. This capability is not available from LiveProcess at this time.</p>

4.2.1.18 The EMIS web application shall allow functional user groups to easily bulk import and export information including resource data.	Yes. LiveProcess supports bulk import via interfaces from resource systems. Administrators can also bulk export data via the reporting tool.
4.2.1.19 The EMIS shall allow users to plan, manage, track, observe status and costs incurred as well as plan future resource allocations.	Yes. LiveProcess via interactive forms supports the ability to observe status and costs incurred. However, it is not a cost tracker or predictor of future needs & allocations.
4.2.1.20 The EMIS shall have the capability to interoperate with the State's financial administration system to report material transactions including orders and receipt of ordered material.	Yes.
4.2.1.21 The EMIS shall generate reports as requested on the levels of material at the report time and the usage or consumption over a defined time interval to enable consumption to be assessed.	Partial. LiveProcess generates reports on material levels at the point in time the report is requested. LiveProcess does not provide usage or consumption over time reports.
4.2.1.22 The EMIS shall be able to receive, upload, record and log incident intelligence and security reports from identified and verified external agencies.	Yes. Additional information provided in Appendix
4.2.1.23 The EMIS shall allow users, according to established role and authorization, to post and retrieve information to/from a shared information space.	Yes. This is accomplished via the Virtual Incident Command Center, Inventory Tracking and the Document Library.
4.2.1.24 The EMIS shall disseminate incident information automatically to authorized users / team members.	Yes.
4.2.1.25 The EMIS shall enable authorized users/team members to track incident locations and information and develop trend data over time during an incident.	Partial. LiveProcess enables authorized users/team members to track incident locations and information over an extended timeframe. However, trend data is not compiled for analysis at this time.
4.2.1.26 The EMIS shall disseminate to authorized users/ team members real time status updates as the reports are received.	Yes, via posting in the Situation center.
4.2.1.27 The EMIS shall provide the means for visually presenting situational information in dashboard and Common Operating Picture (COP) views.	Yes.
4.2.1.28 The EMIS's geographic component shall have a geographic application capable of supporting the resource request management process during an incident or emergency. This geographic application shall contain dynamic maps for displaying information such as the status of the resource request and the delivery location. The dynamic maps must deploy in real time the resource request statuses on a map and in a table view. The application shall permit dynamic search by address, toponyms, coordinates, and resource	LiveProcess recommends using ArcGIS Online and the Emergency Management Operations solution from Esri to accomplish this requirement. ArcGIS Online is a cloud-based solution that enables connecting people, locations and data via interactive maps. Esri's Emergency Management Operations solution provides real-time integrated emergency management tools designed for and in conjunction with emergency management operations professionals.

type. The application shall work on PC, tablet, and mobile devices.	
4.2.1.29 The EMIS shall provide for provide for data views that users can select, while removing old active information from sorted views.	No.
4.2.1.30 The EMIS shall provide the means to communicate easily with one or more remote users (by name or by function) using real time text messaging that is logged and recorded.	Yes.
4.2.1.31 The EMIS shall have the ability to send automated text messages, voice chat messages or video messages to mobile devices that are voice-only capable.	Yes. Text messages to text compatible devices. Video messages can be viewed with web-enabled mobile devices viewing the situation center.
4.2.1.32 The EMIS shall have the ability to select privacy options according to member preference.	Yes, for notification device preferences.
4.2.1.33 The EMIS should provide access to properly authorized users via mobile devices, such as smartphones.	Yes.
4.2.1.34 The EMIS shall provide detailed user activity reports.	Yes, via Job Action Sheets and the situation center. Please see Appendix for more information.
4.2.1.35 The EMIS shall provide ad hoc user-defined reporting.	No. LiveProcess offers a set of standard reports that can be sorted and filtered to meet the reporting needs of users. LiveProcess offers custom reporting to address additional reporting requirements. Ad hoc reporting is planned for a future release.

Mandatory Project Requirements (RFP 4.2.2., Addendum 2)

The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

Mandatory Requirement	LiveProcess
4.2.2.1 Vendor shall develop and provide an enterprise level web-based emergency management information sharing software solution that can be used by federal, state and local governmental, and non-governmental emergency response partner organizations and agencies. The solution will be hosted on a Level 1 Data Center with a combination of local servers at the agency and have cloud-based hosting, as an option.	Yes. LiveProcess is a SaaS solution. LiveProcess has three geographically distributed data centers for business continuity. This is a secure environment with an annual SOC 2 attestation to that effect. The Data Centers meet all local and federal criteria as well as having multiple industry (HITRUST and SSAE16 SOC2) and governmental (FedRamp, DICAP) attestations.

<p>4.2.2.2 Vendor shall provide such a solution that can be integrated and interoperable with the Federal Emergency Management Agency's web-based solution and those of all FEMA Region III states, the District of Columbia, and other contiguous states.</p>	<p>Yes, LiveProcess can be integrated and interoperable with WebEOC standard dashboards to share inventory updates, bed availability updates as well as situation updates for an event in progress. LiveProcess' business partner Crisis Systems will deliver interoperability with up to 5 boards / processes with a maximum of 50 data elements.</p>
<p>4.2.2.3 This system shall supply reports on the following factors of emergency management: event and incident reporting; resource requesting and management; response inventory management; infrastructure reporting, including road closures, hospitals, shelters, other critical infrastructure; damage assessment; and, a references section for documents, user directory, organization charts, etc.</p>	<p>LiveProcess EMIS solution provides standard situational and after-action reporting.</p>
<p>4.2.2.4 The system shall be designed and equipped to accept upload of GIS information for spatial display in the form of shape files, layer files, web map services (WMS) files, and .km.l or.kmz files, as well as allow for querying of multiple data sets that may be exported from the system in the aforementioned GIS formats as well as tabular or delimited form which will enable editing and spatial order for good presentation of maps or reports.</p>	<p>LiveProcess recommends using ArcGIS Online and the Emergency Management Operations solution from Esri to accomplish this requirement. In addition to ArcGIS Online, LiveProcess recommends the Esri license extension. This addition allows for sharing of dynamic maps to organization members who don't have a specific user license. Map creators would include member emails for sharing, and those members could view the map display through Esri's Explorer Application on their mobile devices. ArcGIS Online allows uploading GIS information. The uploaded data is then available for all users to pull in for spatial display on dynamic maps. Data can also be exported by users in multiple formats.</p>
<p>4.2.2.5 This system shall be capable of assigning user-based permissions to data. These permissions will be based on security level is determined by the agency. The system will be capable of determining access to data based on user permission level. The system shall allow users to share information to other users in Word, Excel, PDF, or equal formatting.</p>	<p>Yes. LiveProcess has a flexible structure to manage multi-level permissions including but not limited to contact only, standard user, and administrator. These levels are geared towards responsibility and need of access to the system. Administrator access provides full access to all components of the system. With seven user access levels: LiveProcess Administrator, Codes Operator, LiveProcess Administrator plus ECI, Notification Only, Standard User, Trainee, and View Only, and the ability for administrative controls at different organizational levels based on your desired hierarchy. There is seamless access for multi-level structures to accommodate messages across and within all levels of a healthcare ecosystem. Notifications can be role-, criteria-, and/or individual contact-based.</p>
<p>4.2.2.6 – All data shall remain the property of the state and will not be available for dissemination by the vendor.</p>	<p>Yes, all state property will remain state property.</p>

Functional Requirements (RFP 4.2.3., Addendum 2)

Functional Requirement	LiveProcess
<p>4.2.3.1 The vendor shall provide all training opportunities and/or exercises against the State's Development platform of the EMIS solution.</p>	<p>Yes. Training and exercises can be run against the State's instance of the software. By working within the State's instance of LiveProcess for all training and exercises, the users will be working in the actual environment they will be interacting with during a critical response situation. This also allows the State to run training and exercises with a "real world" feel to them by including other regional, state or Federal entities in the training and exercise.</p>
<p>4.2.3.2 The vendor shall provide training for: 4.2.3.2.1 Users. 4.2.3.2.2 User Support Staff. 4.2.3.2.3 System Operators. 4.2.3.2.4 Trainers. 4.2.3.2.5 System Administrators. 4.2.3.2.6 Technical Staff, to include Information Technology, Programming, and GIS staff.</p>	<p>Yes, training will be provided for all seven categories listed.</p> <p>4.2.3.2.6- For training specific to GIS Staff, training is available through Esri's education catalog. Through the online Esri Academy, there are 263 training courses with no cost for the first 12-months of each user license. Some of the covered topics include getting started with ArcGIS Online, operations, mapping and visualization, analytics, field mobility, and sharing. Esri Academy also provides an additional 315 in-depth courses that come with added costs.</p>
<p>4.2.3.3 The EMIS shall enable users to manage and coordinate the efforts and resources of the response and management organizations engaged in a specific incident, planned event, training event, or exercise, regardless of scope.</p>	<p>Yes. LiveProcess uses a virtual coordination room for ongoing interaction, sharing, and management by an emergency team throughout an event that ensures better coordination, collaboration and resource decisions. The designated (authorized) team members can access the incident command center from any web-enabled device to post general information, resource and inventory requests. This virtual space can be opened up to include all necessary responders to have access to all information, requests and necessary data with all participating agencies without any custom integration.</p>
<p>4.2.3.4 The EMIS shall enable users to manage daily activities and to monitor and track all aspects of an incident or event.</p>	<p>Yes. As described above, the virtual command center provides incident team members with a 360-degree situational awareness to effectively manage bed availability, general information, resource, inventory requests, respond to events, etc.</p>
<p>4.2.3.5 The EMIS shall enable users to direct or task resources and or receive and monitor reports received in response to directives.</p>	<p>Yes.</p>
<p>4.2.3.6 The EMIS shall enable users to create contact lists for emergency management staff and external contacts.</p>	<p>Yes. LiveProcess allows for an unlimited number of groups. Groups can include internal and external contacts. Group building, whether manual or via automated criteria selection is an easy 1-2-3 process. Group editing is developed with the same 1-2-3 easy to use interface.</p>
<p>4.2.3.7 The EMIS shall enable users to access Duty Logs and Call Logs.</p>	<p>Yes.</p>
<p>4.2.3.8 The EMIS shall enable users to access Procedures, Check Lists and Organization Charts, as defined by the agency.</p>	<p>Yes. Users will be able to view Incident Command organization charts in the situation center. Custom charts, check lists and procedures (EOP/SOP/IAP) can be stored in the LiveProcess library and made available via the library or in an event, posted within the situation center.</p>

Functional Requirement	LiveProcess
4.2.3.9 The EMIS shall enable approved individuals to designate groups of individuals, by name or by functional position.	Yes. Groups can be predefined or created on-the-fly based on name or by functional position.
4.2.3.10 The EMIS shall enable the logistics support users to plan and manage the acquisition and distribution of personnel, equipment, and material required to sustain an incident operation.	Yes.
4.2.3.11 The EMIS shall enable logistics support users to plan the pre-position and manage supplies in facilities in advance of an incidence occurrence.	Yes. LiveProcess provides inventory tracking of critical assets including the item, category, quantity on hand, location of the resource and when the inventory record was last updated. ArcGIS Online also provides logistics applications that allow for mapping of resources. Any created maps can then be shared in the Virtual Command Center or to member's Explorer Application.
4.2.3.12 The EMIS shall enable logistics support users to task transportation resources to transport and deliver supplies.	Yes.
4.2.3.13 The EMIS shall enable the logistics support users to monitor and forecast the consumption of supplies.	Partial. LiveProcess inventory management provides a static list of supplies. As supplies are consumed, either a person updates inventory levels or data is updated in LiveProcess through an integration. Forecasting consumption is not a capability at this time.
4.2.3.14 The EMIS shall provide for the following: 4.2.3.14.1 Financial administrative support for procurement of material and services. 4.2.3.14.2 Monitoring and reporting of costs related to an incident. 4.2.3.14.3 Providing cost analysis services.	Partial. LiveProcess monitors and reports incident related costs via forms in the Situation Center.
4.2.3.15 The EMIS's administrative and management functions shall be available to designated Administrator groups.	Yes.
4.2.3.16 The EMIS web application shall allow functional user groups to easily bulk import and export information including resource data.	Yes. LiveProcess supports bulk import via interfaces from resource systems. Administrators can also bulk export data via the reporting tool.
4.2.3.17 The EMIS shall allow users to plan, manage, track, observe status and costs incurred as well as plan future resource allocations.	Yes. LiveProcess via interactive forms supports the ability to observe status and costs incurred. However, it is not a cost tracker or predictor of future needs & allocations.
4.2.3.18 The EMIS shall provide the State EOC electronic and printable forms for logging and reporting the ordering, receipt and issuance of material.	Yes. LiveProcess supports logging, receipt and issuance reporting via interactive forms.
4.2.3.19 The EMIS shall receive, log and report to the authorized users / teams the status of human, equipment and logistics resources throughout an event.	Yes. This information is shared and stored via the inventory system and editable/interactive forms in the virtual command center for each event.

Functional Requirement	LiveProcess
4.2.3.20 The EMIS shall enable the authorized users to develop deliberate contingency plans in advance of and/or during an event.	Yes. Contingency plans are stored in the document library and accessible to assigned EM team members.
4.2.3.21 The EMIS shall provide the electronic fillable and printable forms for the authorized users to prepare, share, present, electronically sign, and print their components of the contingency operations plan.	Yes. PDFs can be stored and managed in the document library.
4.2.3.22 The EMIS shall receive, record and log incident situation reports submitted by authorized users or local users, including external agencies or external EOCs.	Yes.
4.2.3.23 The EMIS shall enable authorized users/team members to prepare and disseminate situation assessment information and recommendations.	Yes. LiveProcess uses role-based security protocols for information flow within the EMIS platform.
4.2.3.24 The EMIS shall provide ready access to plans, procedures, checklists and other documents.	Yes.
4.2.3.25 The EMIS shall be able to provide different views and scales on each of the large-scale situation displays.	Yes. LiveProcess Virtual Command Center allows for event coordination scalable to any operating picture. The Command Center provides an incident log and overview and can be shared with organization users or with other organizations in LiveProcess (e.g. WV single hospitals, WV Healthcare Coalition regional organizations, or statewide). ArcGIS Online also allows for multiple mapping displays. The Explorer Application provides scalable maps to organization members.
4.2.3.26 The EMIS's situation display shall be able to display geographical views with gee-referenced features on map overlays.	ArcGIS Online allows users to create maps with multiple map overlays. The maps can be exported and published for sharing in the LiveProcess Event Log or shared via the Esri Explorer Application with responders on mobile devices.
4.2.3.27 The EMIS's situation display shall be capable of displaying one or more selectable map overlays created by the EOC members.	ArcGIS Online allows users to create maps with multiple map overlays. The maps can be exported and published for sharing in the LiveProcess Event Log or shared via the Esri Explorer Application with responders on mobile devices.
4.2.3.28 The EMIS's geographic component shall be capable of displaying a dynamic map identifying incidents, events, or emergencies; effects related to those events; and, the responding agencies involved, including agency contact information.	Esri's Emergency Management Operations solution, when used in conjunction with ArcGIS Online, provides real-time integrated emergency management tools designed for and in conjunction with emergency management operations professionals. The Emergency Management Operations solution addresses this requirement.
4.2.3.29 The EMIS's geographic applications shall allow appropriate users to add new layers to the dynamic map. The dynamic maps shall be editable by users with appropriate permissions.	ArcGIS Online allows Licensed Users to create maps with multiple map overlays. Those with "User" licenses can create and edit dynamic maps. The Esri Explorer application allows ArcGIS Online users to share these dynamic maps for viewing to other DHS Staff.

Functional Requirement	LiveProcess
4.2.3.30 The EMIS's geographic application shall permit authorized users to use the geographic analysis functions such as proximity, find the nearest point, and create buffers, to estimate possible human, property, and infrastructure effects.	ArcGIS Online allows Licensed Users to create maps with including the ability to use geographic analysis functions. Esri's Emergency Management Operations solution provides real-time integrated emergency management tools including Damage Assessment to assist in calculating detailed damage assessments.
4.2.3.31 The EMIS's situation display shall be capable of displaying a situation report, operational information, status report, or map image received from users.	Yes, the Situation center can display any operational information, status report, or attached documents that users would like to share. Any information entered in the Situation center is time stamped and dated and can be pulled into an event summary report at any time.
4.2.3.32 The EMIS's situation display shall include the ability to display selectable levels of detail to enable users and EOC/DOC members to see summaries such as a dashboard display to indicate elements that may require attention.	Yes, LiveProcess' business partner 3S Technologies will deliver consolidated operating display that visually represents a summary of active event and resource information across WV situation centers. The display includes a summary view plus drill down capability.
4.2.3.33 The EMIS's situation display shall be capable of integrating and displaying live images and audio/video feeds from external sources such as traffic monitors, security cameras, surveillance cameras or data feeds.	Not at this time. Live feeds from various data sources is planned for a future release.
4.2.3.34 The EMIS shall be capable of capturing and disseminating the image showing on the situation display to selected user(s).	Yes.
4.2.3.35 The EMIS shall enable the authorized users/team to prepare and disseminate the Incident Action Plan.	Partial. The document library allows sharing of templates for Incident Action Plans that can be downloaded, filled out, and uploaded for sharing.
4.2.3.36 The EMIS shall enable electronic and customizable paper forms for creating, editing and storing EOC & ICS Reports.	Yes, for customized forms in the Library, Job Action Sheets and HICS forms are available.
4.2.3.37 The EMIS shall enable authorized users / team members receive and implement report forms and templates identified by the State of West Virginia (conforming to West Virginia Emergency Operations Plan, State Emergency Operations Center (SEOC) Standing Operating Procedures (SOP) & ICS).	Yes.
4.2.3.38 The EMIS shall provide access to electronic West Virginia Emergency Operations Plan, SEOC SOP & ICS forms, documents and templates for approved user to edit, update and subsequently store within the application in the user interface.	Yes.

Functional Requirement	LiveProcess
4.2.3.39 The EMIS shall be capable of storing and managing official documentation to be retained as record.	Yes.
4.2.3.40 The Vendor shall provide, within the application, the ability for the State to maintain and create or import new forms and that any forms created or amended by the State will be retained through any subsequent upgrade of the application.	Yes. Forms are managed and stored in a centralized document library.
4.2.3.41 The EMIS shall provide for managing and reporting on injuries and deaths.	Yes. This information is managed in the incident 'Situation center.'
4.2.3.42 The EMIS client software shall enable a user to sign on 'once' for access to all the applications.	Yes. There is single sign-on for the entire LiveProcess EMIS platform. It is a web-based solution.
4.2.3.43 The EMIS shall enable the system administrator to define roles, assign privileges to users, create, maintain and/or delete users.	Yes.
4.2.3.44 The EMIS shall be able to define a structured top-level organization with fully functional sub-organizations that operate in a hierarchy of authority.	Yes. ICS charts provide organizational structure(s).

Technical Requirements (RFP 4.2.4)

Technical Requirement	LiveProcess
4.2.4.1 The EMIS shall be compatible with multiple factor identification and its use for system access.	User access to LiveProcess solutions is controlled by user name and password. We allow you to customize security guidelines and parameters as defined such as password strength and expiry. Role level further constrains access rights. LiveProcess offers minimum of an eight (8) character string that includes a combination of lower- and upper-case alphanumeric characters, the numerals 0-9, and at least 1 special character; password expiration; configurable password attempts; etc. Multi-factor identification is not available at this time. This capability is planned for a future release.
4.2.4.2 The EMIS shall be able to provide for single sign on and for PIV/PIV-1/CAC integration for system access based on Federal Information Processing Standard (FIPS 201) requirements.	Not at this time. This capability is planned for a future release.
4.2.4.3 The EMIS shall log utilization transactions to record when a person has logged in and the device (workstation, etc.) where the person logged in.	Partial. LiveProcess logs successful and unsuccessful logins. The capability to record log in and location is not available at this time.

Technical Requirement	LiveProcess
<p>4.2.4.4 The EMIS shall record the failure of a login attempt. The solution shall have the flexibility to lock the user account after an Administrator-specified number of attempts. The solution shall have the capability of providing unattended password reset capability.</p>	<p>Yes, LiveProcess records failed login attempts, is pre-configured to lock out user access after a defined number of failed login attempts, and provides user password reset.</p>
<p>4.2.4.5 The EMIS shall have the ability to provide event logging for successful logins, IP addresses of every authenticated user, failed login attempts, IP addresses of every failed login attempt, user database changes, log failures and/or errors.</p>	<p>Partial. LiveProcess records failed login attempts and successful logins. Tracking of success and failure at the IP level is not available at this time. Additional logging and tracking are planned for a future release.</p>
<p>4.2.4.6 The EMIS shall include the means of recovering from a system failure using data previously backed-up.</p>	<p>Yes.</p>
<p>4.2.4.7 The EMIS client software shall limit access to those users who have valid login permissions and credentials.</p>	<p>Yes.</p>
<p>4.2.4.8 The EMIS log in procedure shall include a requirement for users to agree to the state's confidentiality agreement prior to gaining access on each log in.</p>	<p>Yes.</p>
<p>4.2.4.9 The EMIS shall enforce strong alphanumeric passwords and periodic password changes.</p>	<p>Yes.</p>
<p>4.2.4.10 The EMIS shall provide capability of a user to obtain password reset by administrator and by verification and via approved email and/or text.</p>	<p>Yes.</p>
<p>4.2.4.11 The EMIS shall be scalable to automatically accept any number of users (local and remote users) to a maximum of 500 users logged in simultaneously with capability to add additional users with no delay.</p>	<p>Yes.</p>
<p>4.2.4.12 The EMIS shall adhere to industry standard scalable relational database architectures that are able to provide input or output to other Enterprise systems.</p>	<p>Yes. There are interfaces in place for contact management and maintenance; additional interfaces are possible.</p>
<p>4.2.4.13 The EMIS shall be a Windows based interface.</p>	<p>Yes. LiveProcess EMIS is certified on MS IE 9-11.</p>
<p>4.2.4.14 The EMIS shall have a "Development" platform with the same functionality and capabilities of the "Production" platform. This "development" platform will be used for change management, training, development, and scenario modeling.</p>	<p>LiveProcess is a SaaS solution. A 'Development' platform is not provided. By working within the State's live instance of LiveProcess for all training and exercises, the users will be working in the actual environment they will be interacting with during a critical response situation. This also allows the State to run training and exercises with a "real world" feel to them by</p>

Technical Requirement	LiveProcess
	including other regional, state or Federal entities in the training and exercise.
<p>4.2.4.15 The EMIS shall have complete redundancy across all components and a sole Disaster Recovery solution, in the event of data corruption, hardware malfunction, or cyber-attacks.</p>	<p>Yes. The redundancy built into the solution combined with the resiliency factors, we continually strive for 100% availability for that which is within our control and influence.</p> <ul style="list-style-type: none"> • Cloud hosted solution infrastructure • Zero impact software updates and server maintenance • Redundancy at each level of the architecture for load balancing and rapid failover • Geographically distributed data centers avoiding regional outages • Intra-datacenter DB clustering maximizes throughput and resiliency • Multi-master DB replication resulting in hands free failover <p>LiveProcess has three geographically distributed data centers for business continuity.</p>
<p>4.2.4.16 The EMIS shall have multi-server fault-tolerant architecture with full redundancy and automatic recovery.</p>	<p>Yes. Please refer to 4.2.4.15.</p>
<p>4.2.4.17 The EMIS shall support multi-site architecture that provides for the following replication sites and supports an Active/Active platform for high- availability and load balancing.</p> <p>4.2.4.17.1 Primary replication site at least 50 miles from our facility.</p> <p>4.2.4.17.2 Secondary replication site at least 100 miles from our facility.</p> <p>4.2.4.17.3 Tertiary replication site at least 200 miles from our facility.</p>	<p>Yes. Please refer to 4.2.4.15.</p>
<p>4.2.4.18 The EMIS shall provide data backup to include error checking and correcting during backup to ensure backed-up data is valid.</p>	<p>Yes.</p>
<p>4.2.4.19 The EMIS shall provide for records maintenance and retain information until permanently deleted.</p>	<p>Yes</p>
<p>4.2.4.20 The EMIS shall provide flexible emergency management support functions for day-to-day operations and large-scale multi-agency response.</p>	<p>Yes. LiveProcess is purposefully designed to manage disasters, special events, security and day-to-day operations. The time between an event’s onset and the initiation of a response generally determines the overall outcome; LiveProcess Emergency Manager employs leading-edge technology to ensure that every notification, regardless of device or method,</p>

Technical Requirement	LiveProcess
	<p>is transmitted as quickly and efficiently as possible. LiveProcess offers</p> <ul style="list-style-type: none"> • Comprehensive criteria for designating target recipients and the ability to dynamically or statically create contact lists at the time of an incident enables you to prioritize and segment message recipients according to type and level of incident • Job Action Sheets (JAS) – these tools, developed in compliance with the Hospital Incident Command System (HICS), guide the incident commander and allow him/her to modify by outlining specific steps in response to every possible emergency event • Incident Command Structure (ICS) – a customizable schema outlining the specific command approach to a range of events. • Virtual coordination room – for ongoing interaction, sharing, and management by emergency team throughout an event (like a chat room) that ensures better coordination, collaboration and resource decisions • After Action Reports – HSEEP formatted After Action Reports are automatically generated from Event Log when you are ready for them <p>The design of the solution also enables a powerful overarching administration across a system, district, state or region. With its ability to share information across all areas of the system, such as- contact information, bed, inventory and resource availability as well as automatic visibility across a large geographic area of all active events running at any moment, the LiveProcess Solution truly delivers a complete situational awareness environment at all levels – individual hospitals, district coordinators, state DOH and beyond. A system designed such as LiveProcess ensures that no steps are missed, and no information is lost during critical times when every second matters and it eliminates the need of duplication of efforts for a complete approach and response during the most critical moments.</p>
<p>4.2.4.21 The EMIS emergency management support functions shall enable EOC users to share, analyze, and prioritize information across multiple jurisdictions in text, images, and geo-referenced map formats.</p>	<p>Yes. LiveProcess has a virtual coordination room for ongoing interaction, sharing, and management by emergency team throughout an event (like a chat room) that ensures better coordination, collaboration and resource decisions</p>
<p>4.2.4.22 The EMIS shall operate as a web application in which Users interact with the EMIS through any web browser.</p>	<p>Yes. LiveProcess EMIS is certified on MS IE 9-11.</p>

Technical Requirement	LiveProcess
4.2.4.23 The EMIS shall meet industry-standard cross-platform, browser independent, and device awareness industry requirements.	Yes. LiveProcess EMIS is certified on MS IE 9-11.
4.2.4.24 The EMIS shall be built on a highly secure platform. Proponent shall describe their platform and security measures.	<p>Yes. LiveProcess provides a secure, high availability infrastructure for our SaaS solution:</p> <ul style="list-style-type: none"> • Cloud hosted solution - hosting vendor is HITRUST, SSAE16 SOC2, FedRamp, and DICAP certified • Zero impact software updates and server maintenance • Redundancy at each level of the architecture for load balancing and rapid failover • Geographically distributed data centers avoiding regional outages • Intra-datacenter DB clustering maximizes throughput and resiliency • Multi-master DB replication resulting in hands free failover <p>Access to your data is via the LiveProcess application when you log on via a browser connection. LiveProcess has created a "Thin Client" architecture where no data is stored locally on user devices.</p> <p>The hosting vendor provides, maintains, and monitors the security architecture that isolates LiveProcess solutions and components and restricts access to authorized personnel. This includes intrusion detection and prevention as appropriate. LiveProcess has three geographically distributed data centers for business continuity.</p>
4.2.4.25 The EMIS shall provide secure usage capabilities such as security reporting, user data access, and email/message.	Partial.
4.2.4.26 The EMIS shall enforce secure networking protocols and ports for all activities.	Yes.
4.2.4.27 The EMIS shall maintain an event log of all entries, which makes a time-stamped record of receipt and transmission of messages.	Yes. Automatically creates an HSEEP formatted After Action Report out of the situation center entries and observations.
4.2.4.28 The EMIS shall provide the means to employ the event log to create an audit trail.	Yes.
4.2.4.29 The audit function shall include the event log, the messages and the documents handled by the EMIS.	Yes.
4.2.4.30 The EMIS shall maintain a security audit trail to log system usage.	Yes.
4.2.4.31 The EMIS shall have an automated and scheduled back up of information.	Yes.

Technical Requirement	LiveProcess
<p>4.2.4.32 The EMIS shall support interaction with remote users using a workstation, laptop, or tablet type of devices.</p>	<p>Yes. As a SaaS solution, users can access the full capabilities of the LiveProcess solution from any mobile device that supports browser functionality, including desktop computers, laptops, tablets, and mobile devices.</p>
<p>4.2.4.33 The EMIS shall provide real-time message delivery tracking and response consolidation.</p>	<p>Yes.</p>
<p>4.2.4.34 The EMIS shall be able to access and integrate with the State's GIS data (ESRI) as a primary source for GIS functionality.</p>	<p>ArcGIS Online is an Esri product and therefore any GIS data from the state can be shared with the DHS GIS Staff to be utilized in maps.</p>
<p>4.2.4.35 The EMIS shall have an alternate GIS platform that can be used in the event that the primary GIS source is unavailable.</p>	<p>LiveProcess recommends using ArcGIS Online and the Emergency Management Operations solution from Esri to accomplish this requirement. ArcGIS Online is a web-based application that can be accessed from anywhere. GIS Staff could each have their own user license with separate log-in. The application and any data stored within it can be accessible from any desktop, laptop, tablet or mobile device.</p>
<p>4.2.4.36 Support and Maintenance of the EMIS for the period of the contract shall include all upgrades or enhancements, bug fixes, document changes, system support (including a technical hotline and support services to support the requirements of this CRFP).</p>	<p>Yes.</p>
<p>4.2.4.37 The vendor shall provide support for versions for the base software as well as enabling EMIS software up to five years after general availability of the next version.</p>	<p>Not applicable. All software is cloud-based and up-to-date.</p>
<p>4.2.4.38 The vendor shall provide a proposed EMIS support model. The proposed support model should identify how the vendor will address the ongoing support functions.</p>	<p>Yes. During the implementation phase, support will be covered by the LiveProcess project manager and Customer Support 24/7 support center. After implementation, support coverage initiates with your local SME and then escalate to the LiveProcess Customer Support 24/7 support center.</p>
<p>4.2.4.39 The vendor shall provide a proposed EMIS maintenance schedule and services schedule with costs and any additional service packages.</p>	<p>Yes. LiveProcess is a cloud-based SaaS offering. When an outage is required for a maintenance update, LiveProcess Customer Service will provide clients with advance notice of the planned outage and duration. Most maintenance updates are small to moderate and can be done without any service interruption. There is an annual maintenance fee, pricing for this is included in the pricing proposal.</p>

Qualifications and Experience (RFP 4.3)

4.3 Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

LiveProcess serves emergency communication and coordination needs for large Department of Defense health systems, statewide department of health agencies as well as networks of medium to large regional health systems.

We will provide full contact details for references per the requirements described below before contact award. Below are a few examples of how customers are using LiveProcess to support state-wide, regional, and system-wide emergency management.

West Virginia State hosts World Boy Scout Jamboree

Every four years in July, West Virginia hosts the National Scout Jamboree, which brings over 30,000 attendees into the state, creating the third largest city in West Virginia. The WV Hospital Association uses the LiveProcess Situation Center to provide situational awareness to 65 hospitals, 7 West Virginia coalition regions, as well as the State of West Virginia Center for Threat Preparedness.

During the 2017 Jamboree, the Department of Health & Human Services opened their command center at the Jamboree and used the LiveProcess Situation Center as a portal to post daily and shift situational reports to all WV hospitals, regional coordinators and coalition partners. Individual hospitals used the Situation Center to keep hospitals across the state and command center aware of ER divert situations and patient intake.

Large scale coordination effort during Hurricane Irma

During Hurricane Irma in September of 2017, LiveProcess was used across the State of Florida to provide situational awareness, resource sharing and assist with patient transfers.

At the state level, some of the Florida hospitals had to evacuate their patients. The LiveProcess Situation Center was shared with hospitals throughout the state to help determine available beds, staffing and equipment to help facilitate the transfer of patients.

At the regional level, LiveProcess facilities shared their Situation Center with other hospitals in their region, along with community and coalition partners. This allowed for transparent visibility across the region to highlight critical resource needs (beds, transportation, staff, equipment and supplies) and their availability.

Regional orchestration of resources and communications

From the Gulf region impacted by Hurricane Harvey to the southeast region impacted by Hurricane Irma and Maria a matter of days later, LiveProcess provided emergency communication and coordination for regional coordinators across Federal military agencies in and surrounding the hurricanes' paths.

These organizations coordinated relocation of volunteers to provide additional resources in areas of need. The LiveProcess provided mass notification to all regarding travel restrictions, road closures, check-in communication procedures and other region-wide communication activities. LiveProcess was the only communication mechanism in operation for coordination of resource deployment from the mainland to Puerto Rico following the storms.

Metro Area Service drill

In 2014, Midwest State selected LiveProcess to provide a comprehensive suite of web-based mass notification, communication and emergency management services bringing a unified messaging platform for seamless communication across the state.

“...state-wide deployment will promote greater collaboration among facilities and improve the coordination of care across the state. This kind of regional and state-wide cooperation and knowledge-sharing will dramatically enhance our ability to address emerging crises that are broad in scope and geographic impact.”

chairman of the State District 5 Hospital Preparedness Planning Committee & microbiology/HAZMAT coordinator

Shortly after LiveProcess implementation, District 1 participated in a Metro Service Area drill. To ensure preparedness for a medical or environmental emergency, the MSA conducts a drill every five years. A test scenario is created, and participants are evaluated on their ability to carry out open, accurate communications among and between facilities, districts and states, and with MSA leadership overall.

In the earliest stages of the drill, District 1 personnel learned that the designated Emergency Management System (EMS), in use for years, was not up to the task of bridging the participants. From the outset, the Emergency Management Agencies (EMAs) of the district found they were unable to access the system to post updates. The system was not cooperating – participants could view the system’s message boards but could not publish messages of their own. The application was declared off-limits by the State, which recognized the problem and directed participants to seek alternative methods of communication.

District 1 shifts to LiveProcess Emergency Manager

With the state instructing the district to stay off the state event board, the participants were faced with the task of rolling up reports from their facilities to the state level by other means.

The hospitals within District 1 were already using LiveProcess Emergency Manager to communicate their state of readiness, conducting an interfacility discussion using LiveProcess Sidebars.

It was suggested that District 1 EMAs follow the cue of the hospital and healthcare coalition participants and use LiveProcess to collect and collate all exercise information.

The District 1 system administrator created new user accounts, providing the other with access to LiveProcess, bringing all parties together on the same platform.

The solution immediately demonstrated its power and reach, allowing every facility to notify the district about its preparedness for the presentation of anthrax in the region.

Throughout the drill, they were able to provide status reports regarding patient influx, bed capacities, staffing status, resource issues and details about other elements of institutional readiness. The information was aggregated by the district and shared with the MSA, enabling MSA personnel to assess the capabilities of District 1 hospitals to receive patients and provide emergency services.

“Instantly, our entire district was integrated with the state department of health, ... Not only did LiveProcess deliver the capabilities we needed, but it did so as a stopgap solution when our designated system proved inadequate. Then and there, we determined that LiveProcess had shown why it was, and would continue to be, our system of record at the district level.”

Prevent interruptions by using a cloud-based solution

Internally managed technology is vulnerable to disruptions, whether due to regional outages during a severe weather emergency or a targeted cyberattack such as ransomware.

The report noted that an on-premise data center outage would render an emergency management solution ineffectual exactly when it is needed. Because of this risk, Gartner recommended choosing a cloud-based emergency management solution.

Uptime achieved

A large hospital in the Eastern US with LiveProcess apps took mobile healthcare coordination to a high level when it suffered the loss of the great majority of its clinical and business information services. While ransomware and other kinds of malware can paralyze a healthcare institution, this hospital was able to maintain continuity of care by deploying the LiveProcess emergency management and collaboration platform, and by leveraging its information aggregation capability to its full benefit.

The use of LiveProcess apps enabled the hospital to avoid going on diversion or canceling scheduled surgeries during the cyberattack.

4.3.1 Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1 Vendor shall provide a minimum of One (1) relevant references to demonstrate that it has proven experience in managing hosted/on-premise Solutions at a statewide level. All referenced Solutions shall be currently operational in a production environment. This information shall be provided prior to contract award.

Yes. LiveProcess will provide contact details for a minimum of one (1) current customer in production that demonstrate our hosted solution at a statewide level prior to contract award.

4.3.1.2 Vendor shall provide references for unique projects that started and/or were completed in the past Three (3) years.

Yes. LiveProcess can provide contact references for unique projects in the last three years.

4.3.1.3 Vendor shall provide at least One (1) of the references above in 4.3.1.1 from United States public sector/government clients.

Yes. LiveProcess will provide at least 1 reference from US public sector/government clients.

4.3.2 Mandatory Qualification/Experience Requirements: The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1 Vendor shall provide a minimum of five (5) relevant references to demonstrate that it has proven experience in managing hosted/on-premise Solutions at a statewide level. All referenced Solutions shall be currently operational in a production environment. This information shall be provided prior to contract award.

Yes. LiveProcess will provide contact details for references that meet the criteria as stated 4.3.1.1-4.3.1.3 and 4.3.2.1 that demonstrate our hosted solution at a statewide level prior to contract award.

Appendices

Appendix 1: Addendum Acknowledgement Form

SOLICITATION NO.: SE1900000001

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.

LiveProcess

 Company

 R g LR

 Authorized Signature

 4-24-2019

 Date

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

Appendix 2: Purchasing Affidavit

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 §SA-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 exceed 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: LiveProcess

Authorized Signature [Signature] Date: 5/7/2019

State of Massachusetts County of Hancock to-wit

Taken, subscribed, and sworn to before me this 7 day of May, 2019

My Commission expires December 05, 2019

AFFIX SEAL HERE [Signature] NOTARY PUBLIC

Appendix 4: Partner-Crisis Systems

Crisis Systems has more than 15 years' experience providing on-demand Web-based EOC support services during significant events and EOC activations. Services include system administration, user support, board-building, process development, training, new users' orientation and other emergency services. Our experience spans 60+ State & Local entities and diverse areas like Healthcare, Public Health, Defense, corporations, Nuclear Power and international entities.

<https://www.crisis.systems/>

Appendix 5: Partner-3S Technologies, LLC

3S Technologies LLC has an extensive history with web-based applications including web pages, portals, applications; IT security audits and support; back-end database integrations; virtualization technologies; as well as Learning & Development services and support.

Our network of associates represents over 50 years of knowledge, experience, best practices and ethics that combines to make 3S Technologies a First-rate Business Partner!

Competencies Include:

- Program Management
- Knowledge Management
- Learning Development and Delivery
- Applications Development, Maintenance & Support
- Leadership Development
- Database Management
- IT Security
- IT System Integration
- Organizational Development
- IT Architecture

Past Performance:

- EMR and Document Management System integration
- EMR conversion and storage
- Medical system integration using HL7 protocol
- Remote monitoring system development
- Safety learning content design and development
- Military instruction and training
- Universal Device Identification (UDI) System Development, Maintenance & Support
- Medical staff training

Organizations Served:

- Sentara Healthcare Systems – IT Systems Services, Application Dev., Maintenance & Support
- NASA Safety Center – Learning & Professional Dev. & Delivery
- BP Fuels North America – Learning & Leadership Dev. & Delivery
- Steris PLC – Database Administration, System Integration, Application Dev., Learning Portal Design & Dev.
- Portland General Electric – Learning content development

Appendix 6: Partner-ArcGIS Online

ArcGIS Online is a cloud-based solution that enables connecting people, locations and data via interactive maps. ArcGIS Online enables users to Create Maps, Share Maps and collaborate with team members and analyze data in the context of a map location. Esri's Emergency Management Operations solution provides real-time integrated emergency management tools designed for and in conjunction with emergency management operations professionals.

WV DHS will subscribe to ArcGIS Online and purchase through Esri the number of licenses required to satisfy the needs for map creation/editing and viewing across the organization.

Each ArcGIS Online licensed user has the ability to interact with private and publicly shared maps. Examples of publicly available base maps and layers include street maps, topography, world imagery, boundary lines, city locations, and population data.

Creator licenses are required for each user that is responsible for creating, editing and sharing maps across DHS team members and stakeholders. Creators are also administrators of your subscription to the ArcGIS application. Each user license includes a number of service credits which are used to acquire storage for maps, analytics resources and demographic/lifestyle maps. Licenses also come with a 12-month period to Esri's Maintenance Program, which provides access to many free training courses through the Esri Academy. Viewer licenses provide additional users with the capability of viewing and interacting with private maps from a desktop. The Extension license is a site license that augments the Creator license with the ability to share private maps with DHS team members and stakeholders on a mobile device via the Explorer Application. Each mobile user downloads the Explorer application and then has the ability to interact with private maps shared with them via their email address by one/more Creators at the DHS. If mobile access for viewing maps is sufficient then additional Viewer licenses are not required.

Appendix 7: Sample Implementation Timeline

Task	Responsible	Lag Time After Contract Signing/Training
Project Kick Off Meeting	LiveProcess/ WV Homeland Security	Within 5 business days after contract signing
Schedule weekly project status calls with Region and WV Homeland Security	LiveProcess	Within 5 business days after contract signing
Provide West Virginia participating entities the LiveProcess contact load spreadsheet template	LiveProcess	Available prior to contract signing
Provide LiveProcess with a list of regionals and WV Homeland Security PPOCs	WV Homeland Security	Within 7 days after contract signing
Complete contact load spreadsheet	WV Homeland Security, Regions and participating entities	Within 7 days after contract signing
Set up all facilities in LiveProcess	LiveProcess	Within 14 days after contract signing
Regional Representatives obtain Contacts List from each participating entity and submit to LiveProcess	WV Regional Representatives	Within 14 days after contract signing
Load each participating entity's contact list	LiveProcess	Within 21 days after contract signing
Provide Region and WV Homeland Security train-the-trainer training	LiveProcess	Within 21 days after contract signing
Configure one admin user per entity	LiveProcess	Within 21 days after contract signing
Regional and WV Homeland Security configure their LiveProcess facilities (users, groups, codes, ACSM etc.)	WV Homeland Security, Regional and participating entity representatives	Within 14 days after train-the-trainer training
WV Homeland Security & Regional SMEs provide participating entities LiveProcess admin training	WV Homeland Security & Regional SMEs	Within 4 weeks after train-the-trainer training
Provide remote support for WV Homeland Security & Regional SMEs while they do participating entity training	LiveProcess	Available immediately after train-the-trainer training
Participating entity admins to provide training within their entities	Participating entity SMEs	Within 4 weeks after being trained by WV Homeland Security & Regional SMEs
Participating entity admins configure their LiveProcess facility (users, codes, ACSM etc.)	Participating entity SMEs	Within 4 weeks after being trained by WV Homeland Security & Regional SMEs
Go Live	LiveProcess/ WV Homeland Security	
Follow up training - optional (agenda and schedule to be determined)	LiveProcess/ WV Homeland Security	Available immediately after WV Homeland Security & Regional SMEs training

Appendix 8: Virtual Situation Center

Emergency Manager

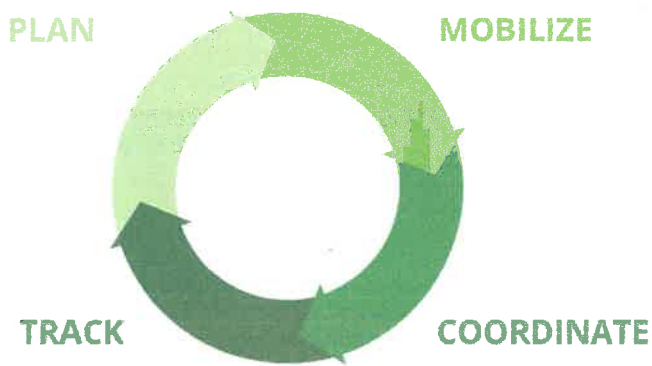
Keep Cool in Critical Situations

When natural disasters and other crises strike, a community or region can be brought to its knees. Personnel inside and outside the hospital need to be prepared for anything, and ready to mobilize resources and coordinate under even the most chaotic conditions.

Ensure emergency preparedness with LiveProcess

Because circumstances can arise and change without notice, hospitals, health systems, coalitions and public agencies must be ready at all times to coordinate and mobilize at the facility, community, regional and state levels, as well as to serve as command central among responding partners.

LiveProcess enables your organization to plan and execute drills, track compliance against national readiness standards and ensure you are always prepared.



Who uses Emergency Manager?

- A risk manager, who can evaluate vulnerabilities and gauge their impact in order to minimize service interruptions.
- The director of emergency preparedness, who tracks third-party accreditor guidelines (such as the Joint Commission, NIMS) and conducts exercises – from table-top discussions to live role-playing drills – to assess the facility’s regulatory compliance and the readiness of its personnel.
- An incident commander, who can instantly and confidently mobilize caregivers, staff and community partners in an orchestrated manner as situations unfold.
- A crisis response team can gain situational awareness and afford its members the ability to act in real time on essential tasks while managing needed resources.
- A process improvement manager, who can enhance future operational response by applying knowledge gained from LiveProcess-generated after action reports.

LiveProcess Resources

- **Hazard Vulnerability Analysis (HVA)**
Preloaded, editable instruments help hospitals self-assess their readiness to respond in four incident categories: natural disasters, infrastructure failures, security risks and mass casualty events.
- **Job Action Sheets (JAS)**
Developed in compliance with the Hospital Incident Command System (HICS), these flexible tools guide the incident response team by outlining specific steps in response to every possible emergency event.
- **Incident Command Structure (ICS)**
Provides a schema, which can be customized for teams large and small, outlining the specific command approach to a range of events.
- **Training exercises**
Prepares personnel and ensures facility readiness with a broad selection of editable drills, from discussion-based scenarios to live role-playing exercises.
- **Event Log**
This interactive collaboration tool maximizes situational awareness, keeps everyone up to date simultaneously, and allows incident commanders to make informed decisions about resource allocation and response team deployment.
- **NIMS and Joint Commission guidelines**
LiveProcess embeds National Incident Management System guidelines to enable preparedness staff to track institutional compliance. Joint Commission guidelines are available as an optional function.
- **Bed management (HAVBED)**
Enables collaborating institutions to cross reference bed availability and maximize system-wide use of shared resources.
- **After Action Reports (AARs)**
Automatically generates an AAR following an incident, to inform and guide process improvements for future events.

How can LiveProcess help?

- **Enhance decision-making**
Risk managers can quickly and efficiently evaluate vulnerabilities and possible outcomes to contain service interruptions. It also gives incident commanders the ability to instantly mobilize caregiver resources in an orchestrated manner, as required.
- **Improve accountability**
Third-party accreditors can readily track and assess a facility's regulatory compliance and the readiness of personnel.
- **Increase agility in real-time response**
Crisis response teams gain enhanced situational awareness to better accomplish essential tasks and manage resources.
- **Enable constant improvement**
Process improvement managers are empowered with data, analysis and tools to improve incident responsiveness and enhance future operational results.

LiveProcess Advantages

- **Simple, streamlined usage**
From training and initial configuration to loading and managing contacts, every aspect of LiveProcess Emergency Manager is designed for simple, streamlined usage. The Software-as-a-Service (SaaS) approach is easy to use, with no additional purchases required. The user interface is intuitive and easy-to-navigate. Contacts load simply from existing databases and managing contacts is straightforward.
- **Comprehensive planning tools**
A full complement of tools, exercises and industry guidelines help you achieve readiness for any event and guide you through planning response schemes, so you can assess your level of preparedness and disseminate plans to relevant team members.
- **Find the right people quickly**
Comprehensive criteria can be leveraged to auto-create contact groups statically or dynamically, allowing you to prioritize and segment message recipients according to type and level of incident.
- **Instant multi-modal messaging**
Supports the full range of devices (computer, phone, mobile, pager) and communication methods (email, voice messaging, SMS, fax and paging), and enables full multi-way interaction.
- **Eliminate the black hole of communications**
The Message Management Dashboard displays the status of each message receipt and response. It also generates an activity log.
- **Communicate accurately, simply and fast**
One touch gets it done with programmable codes and alerts, pre-configured messages, a ready list of contacts, and prepared responses for communication with individuals and groups in standard or emergency situations.
- **Eliminate language barriers**
Multilingual notification translation is built in. Automatically translate messages into the preferred language for each of your contacts.
- **Keep IT happy**
LiveProcess is cloud-based, so you can bring your own device (BYOD) without investing in additional hardware. Implementation occurs in days, not weeks or months.
- **Keep rollout easy**
Our interface is intuitive, so it requires little training, if any.
- **Don't go it alone**
We support you every step of the way and every minute of the day, with an around-the-clock, US-based support team. Plus, we have a very useful online help center. If you want a deeper dive, join one of our live learning sessions or boot camps. We will even provide custom training if you like.

For more information

888.400.2673
sales@liveprocess.com
www.liveprocess.com

Born in the crisis-oriented world of emergency management, LiveProcess has more than a decade of success enabling large and complex networks to plan for and respond to critical, catastrophic and time-sensitive incidents. We now bring our proven logistics and coordination expertise across healthcare settings, within and beyond hospital walls. Our healthcare mobile apps enable personnel to take control of situations and collaborate to resolve operational disruptions, urgent health needs and routine transitions in patient care.

Headquartered in Chelmsford, MA, more than 600 healthcare organizations and public agencies rely on LiveProcess' unmatched mobile, SaaS apps to effectively manage, analyze and respond to changing conditions.

Appendix 9: Terms & Conditions Markup

2.3 Data. User acknowledges that LiveProcess (i) shall only retain twelve (12) months of summary data collected from or stored on the LiveProcess Platform and (ii) may collect data regarding usage of the LiveProcess Platform by User, as well as LiveProcess's other customers, for the purpose of creating aggregate usage statistics which do not identify that User is the source of any specific piece of data (the "Aggregate Data"). LiveProcess shall be the sole owner of the Aggregate Data and, notwithstanding anything to the contrary, shall be free to use and disclose the Aggregate Data at its discretion.

2.4 Title. As between LiveProcess and User, LiveProcess retains title to and ownership of the LiveProcess Platform, the Documentation and any derivative works of the foregoing, including all copyrights and other intellectual property rights relating thereto. User shall have no rights with respect to the LiveProcess Platform or the Documentation or any such derivative works other than those expressly granted under this Agreement.

3. Support & Training Services. During the Term, LiveProcess shall provide User with the support and training services described Schedule B.

4. Platform Performance.

4.1 Hosting of the LiveProcess Platform. The LiveProcess Platform will be hosted by LiveProcess's third party service provider in accordance with the agreement between LiveProcess and such service provider. LiveProcess may, at its sole discretion, change third party service providers at any time. Notwithstanding anything to the contrary, with respect to any Service Outages (as defined below), LiveProcess's sole liability, and User's sole and exclusive remedy, shall be as follows:

- for any Service Outage that is resolved within twenty-four (24) hours, LiveProcess shall have no liability;
- for any Service Outage that is not resolved within twenty-four (24) hours, but that is resolved within thirty (30) days, LiveProcess shall issue a credit to User equal to the pro rata portion of the Fees for the then-current Initial Term or Renewal Term (as applicable), such pro rata portion calculated based on the duration of the Service Outage; and
- for any Service Outage that is not resolved within thirty (30) days, User shall have the right to terminate this Agreement upon written notice to LiveProcess, and be due a refund of any paid but unused fees, such pro rata portion calculated based on the amount of days remaining in the Term.

For the purposes of this Agreement, a "Service Outage" means any service outage of LiveProcess's hosting service provider that causes the LiveProcess Platform to become unavailable to User, other than outages due to scheduled maintenance. For the purposes of clarity, "Service Outages" do not include any outages due to problems with the systems or networks of User or its internet service provider, or any outages that affect the internet generally.

4.2 Disaster Avoidance and Recovery. LiveProcess or its third party hosting service will provide a secure access facility with controlled access. The hosting service will maintain its systems on dual, redundant server racks, hosted at separate and independent, fully secure, power-stable Network Service Facilities. Each rack will include fully redundant hardware and software systems at the firewall, application and database levels with managed failover at all system levels. In addition to redundancy at all levels, including power, Licensor will employ independent monitoring systems both inside the server cage and at its corporate offices to ensure maximum uptime. If a particular server machine experiences a problem, incoming traffic will be automatically routed to an alternate machine that contains the same or substantially similar information and can perform the same or substantially similar functions across the entire system. Licensor will use mirrored, redundant servers, or an equally effective architecture to ensure maximum system uptime. All hosting services shall be protected by current virus and malware detection and eradication solutions.

5. Financial Terms.

5.1 Fees. During the Initial Term (as defined below), Customer will pay LiveProcess the fees set forth on Schedule D. During each Renewal Term (as defined below), Customer will pay LiveProcess its then-current fees. In addition, with respect to the notification feature included in the LiveProcess Platform, unless Customer has purchased Unlimited Notification, Customer will pay to LiveProcess, any charges for additional Message Units (as defined in Schedule C) that are used by Customer. Unlimited Messaging permits Customer to send an unlimited number of Message Units within the ordinary course of its use of the LiveProcess Platform solely for the purposes of emergency preparedness and

response; in the event that LiveProcess reasonably believes that Customer's use is outside such scope, Customer agrees to discuss Customer's usage in good faith.

5.2 Invoices and Payment Terms. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. All invoiced amounts are due and payable within thirty (30) days of receipt of invoice. Overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under applicable law, from due date until paid. Customer will pay any sales, use or other tax related to the services provided hereunder, exclusive of income taxes and payroll taxes relating to LiveProcess's employees.

6. Term and Termination.

6.1 Term. The initial term of this Agreement is identified on Schedule D (the "Initial Term"). At the end of the Initial Term or any Renewal Term, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term" together with the Initial Term, the "Term"), unless either Party provides to the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term.

6.2 Termination. In the event of a material breach of this Agreement by a Party, the other Party may terminate this Agreement by giving thirty (30) days prior, written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach before the expiration of such thirty (30) day period.

6.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

- (a) Customer shall pay LiveProcess for all amounts payable hereunder as of the effective date of termination or expiration;
- (b) no amounts paid hereunder shall be refunded, except under the limited circumstances described in Sections 4.1 and 9.4;
- (c) all rights and licenses granted hereunder to User shall immediately cease, including but not limited to all use of the LiveProcess Platform and the Documentation; and
- (d) each Party, will either return to the other Party or provide the other Party with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of such other Party that are in the first Party's possession or control.

6.4 Survival. The following provisions shall survive any termination or expiration of this Agreement: Section 2.3 ("Aggregate Data"), Section 2.4 ("Title"), Section 6.3 ("Effect of Termination"), Section 7 ("Confidentiality"), Section 8 ("Representations and Warranties; Disclaimer") Section 9 ("Indemnification; Infringement Claims"), Section 10 ("Liability"), Section 11 ("Miscellaneous Provisions") and this Section 6.4 ("Survival").

7. Confidentiality.

7.1 Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: (i) with respect to LiveProcess, the LiveProcess Platform, the software component of the LiveProcess Platform that is proprietary to LiveProcess (the "LiveProcess Software") and all related source code, the Documentation, and all non-public information or material regarding LiveProcess's legal or business affairs, financing, customers, properties or data, and (ii) with respect to User, any non-public information or material regarding User's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the Party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other Party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

7.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and contractors who have a need to know such Confidential Information in connection with

the Receiving Party's performance of this Agreement and who are bound by confidentiality obligations at least as protective as those contained herein; and (iii) not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). If a Party is requested to disclose any of the other Party's Confidential Information pursuant to any judicial or governmental order, that Party will not disclose the Confidential Information without first giving the other Party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given.

8. Representations and Warranties; Disclaimer.

8.1 Power and Authority. Each Party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder.

8.2 High-Risk Disclaimer. Factors beyond the reasonable control of LiveProcess may interfere with message delivery. Customer acknowledges and agrees that LiveProcess does not guarantee that messages will be timely received. The LiveProcess Platform is not 100% fault-tolerant and is not designed or intended for use and may not be used in hazardous environments or any other applications or uses requiring fail-safe performance, such as in connection with patient emergencies, life-support machines or any other application in which the failure of the LiveProcess Platform could cause death, personal injury or severe physical or property damage (collectively, "High-Risk Activities"). LiveProcess expressly disclaims any liability or express or implied warranty of fitness for High-Risk Activities.

8.3 No Other Warranties. Except as expressly set forth herein, neither Party makes any warranty in connection with the LiveProcess Platform, the documentation, any approved customizations, any services or otherwise with respect to this Agreement and hereby disclaims any and all implied or statutory warranties, including all implied warranties of title, merchantability, noninfringement, fitness for a particular purpose, error-free or uninterrupted operation and any warranties arising from a course of dealing or usage of trade.

9. Indemnification; Infringement Claims.

9.1 Indemnification by User. User shall defend, indemnify and hold harmless LiveProcess and its affiliates, and each of their respective officers, directors, shareholders, employees, agents, and independent contractors (collectively, the "LiveProcess Indemnitees") from and against any and all liabilities, losses, damages, claims, causes of action, and expenses (including reasonable attorneys fees and disbursements) (collectively, "Losses") in connection with any third party claim resulting from or based upon: (i) use of the LiveProcess Platform by any User, or any of their respective employees, Contractors or other personnel or (ii) any act or failure to act of any User (including whether or not resulting or arguably resulting from the acts or failures to act of any other healthcare-related organizations or government agencies), its officers, directors, shareholders, employees, agents, and independent contractors.

9.2 Indemnification by LiveProcess. LiveProcess will defend, indemnify and hold harmless User and its affiliates, and each of their respective officers, directors, shareholders, employees, agents and independent contractors (collectively, the "User Indemnitees") from and against any Losses in connection with any third party claim that the LiveProcess Software infringes or misappropriates any third party copyrights or trade secrets; provided, however, that this indemnity shall not apply to (i) modifications to the LiveProcess Software made by any party other than LiveProcess or LiveProcess's authorized representatives or (ii) use of a prior version of the LiveProcess Software to the extent such infringement would have been avoided by the use of the current version of the LiveProcess Software, provided that LiveProcess has offered or provided such current version to User at no additional cost.

9.3 Indemnity Procedures. If any claim or action is asserted that would entitle a User Indemnitee or LiveProcess Indemnitee to indemnification pursuant to Section 9.1 or Section 9.2 (a "Proceeding"), the Party who seeks indemnification will give written notice thereof to the other Party (the "Indemnitor") promptly (and in any event within fifteen (15) calendar days after the service of the citation or summons); provided, however, that the failure of the Party seeking indemnification to give timely notice hereunder will not affect rights to indemnification hereunder, except to the extent that Indemnitor demonstrates actual damage caused by such failure. Indemnitor may elect to direct the defense or settlement of any such Proceeding by giving written notice to the Party seeking indemnification, which election will be effective immediately upon receipt by the Party seeking indemnification of such written

notice of election. The Indemnitor will have the right to employ counsel reasonably acceptable to the Party seeking indemnification to defend any such Proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor will not settle, or consent to any entry of judgment in, any Proceeding without obtaining either: (i) an unconditional release of all the Party seeking indemnification (and its affiliates and each of their respective officers, directors, employees and agents) from all liability with respect to all claims underlying such Proceeding; or (ii) the prior written consent of the Party seeking indemnification. A Party seeking indemnification will not settle, or consent to any entry of judgment, in any Proceeding without obtaining the prior written consent of the Indemnitor. The Parties will fully cooperate with each other in any such Proceeding and will make available to each other any books or records useful for the defense of any such Proceeding.

9.4 Infringement Claims. In the event that (i) the LiveProcess Platform is held to infringe the rights of a third party and/or the use of the LiveProcess Platform is enjoined or (ii) LiveProcess concludes that the LiveProcess Platform infringes the rights of a third party, LiveProcess will, if possible on commercially reasonable terms, at its own expense and option: (a) procure for User the right to continue to use the LiveProcess Platform, (b) replace the infringing components of the LiveProcess Platform with other components with the same or similar functionality that are reasonably acceptable to User, or (c) suitably modify the LiveProcess Platform so that it is non-infringing and reasonably acceptable to User. If none of the foregoing options are available to LiveProcess on commercially reasonable terms, LiveProcess (A) may terminate this Agreement without further liability to User, and (B) shall refund the Fees received by it from User for the infringing version(s) for the then-current term, less a pro rata portion of such Fees calculated based on the number of days following the date of termination that would have remained in the then-current term had this Agreement not been terminated.

10. Liability.

10.1 Liability Exclusion. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, BREACH OF WARRANTY, INDEMNITY, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING FROM OR RELATING TO THE LIVEPROCESS PLATFORM, THE DOCUMENTATION OR ANY SERVICES PROVIDED HEREUNDER, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. To the extent the foregoing exclusion of liability is not permitted under applicable law, LiveProcess's liability in such case will be limited to the greatest extent permitted by law.

10.2 Limitation of Damages. LIVEPROCESS'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER AND ANY OTHER USER (AND ANY PERSON CLAIMING RIGHTS DERIVED FROM ANY USER'S RIGHTS) ARISING FROM OR RELATING TO THE LIVEPROCESS PLATFORM, THE DOCUMENTATION OR ANY SERVICES PROVIDED HEREUNDER, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, INDEMNITY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO LIVEPROCESS BY CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

11. Miscellaneous Provisions. Unless otherwise specified herein, all notices and other communications between the Parties required or permitted by this Agreement or by applicable law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, (iii) nationally recognized private courier service or (iv) facsimile, at the respective addresses set forth above, or such other addresses as the respective Parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the Party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first. Each Party is an independent contractor of the other Party. Nothing herein will constitute a partnership between or joint venture by the Parties, or constitute either Party the agent of the other. No User may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of LiveProcess. A change of control of a User (whether by merger, consolidation, sale of stock or other equity interests, sale of all or substantially all assets or otherwise) shall be deemed to be an assignment for the purposes of the preceding sentence that requires the consent of LiveProcess. LiveProcess may freely assign or otherwise transfer this Agreement.

Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, internet outages, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party. LiveProcess may refer to this Agreement and to Customer and the other Users as users of the LiveProcess Platform in connection with LiveProcess's promotional activities, including but not limited to in press releases, on LiveProcess's web site, in LiveProcess's marketing materials and at trade conferences. This Agreement, and any disputes directly or indirectly arising from or relating to this Agreement, will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement. No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both Parties. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the Parties' intent. This Agreement (including all Schedules hereto) contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

LiveProcess Corporation

(on behalf of itself and each of the Facility Operators)

By: _____

Print Name: Brian J. LeBlanc

Title: Chief Financial Officer

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

SCHEDULE A

FACILITIES

SCHEDULE B

SUPPORT & TRAINING SERVICES

LiveProcess provides its clients with access to the software as a service hosted LiveProcess application.

Unless otherwise agreed to by the Parties in writing, User shall be responsible for obtaining and installing at its own expense all computer equipment, network access, third party software, SSL certificates and other items required in connection with User's access and use of LiveProcess.

LiveProcess is designed for continuous operation and is monitored 24 hours a day/ seven days a week for availability. LiveProcess includes nightly server backups and the latest SSL encryption for client data security over a high-speed connection to the internet.

1. SUPPORT SERVICES (Covered by the 10% of Annual Maintenance fee)

LiveProcess Standard Training Services are included as part of subscription agreement. Additional training can be provided for a fee.

LiveProcess Implementation:

- Unlimited Users and Contacts per facility
- Unlimited Administrators - LiveProcess Administrators have the authority to setup and maintain the LiveProcess system for a facility. While a facility may have an unlimited number of staff designated as LiveProcess Administrators, it is recommended that they have a minimum of 2-3. Most facilities designate 2-5 LiveProcess Administrators.
- LiveProcess will accept one initial Contacts file submitted in electronic format and load it into the Facility's production database
- Unlimited access to eLearning program

Ongoing LiveProcess Support:

- Unlimited users per Facility authorized to submit support requests
- Unlimited access to monthly eLearning program
Unlimited access to online User Guides, Videos and Quick Reference Guides
- Unlimited access to LiveProcess Support Knowledgebase
- Unlimited general support via phone, e-mail and online support form during business hours 9 – 5pm ET Monday – Friday.

- Critical phone support available 24/7/365
- When there are significant enhancements to platform functionality, documentation and training will be available

New Product Releases:

LiveProcess is continually innovating and improving the LiveProcess application to meet our clients' changing needs. Any enhancements to the application that are intended for general usage will be rolled out to all clients at no additional charge, throughout the term of the Agreement.

2. CUSTOM TRAINING

LiveProcess offers a custom designed training plan to address the client's specific needs. This training can be provided remotely via WebEx with or without video or can be provided at the customer's site. Custom Training is subject to additional fees.

3. CUSTOM SERVICES

Additional custom services may be requested. These services may include additional contact loads, special events, drills or other hospital-specific needs, including hospital system meetings. Services could also include project management or custom reports. Custom data loads could include Bed Tracking data, Documents, Hazard Vulnerability Analysis, Custom Job Action Sheets, or ICS Charts. Custom Services are subject to additional fees.

SCHEDULE C

LiveProcess Notification

See Notification Schedule on page 2 of final quote, included herewith as Schedule D

SCHEDULE D

FEES

See Attached Quote Form