



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

Header 3

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1904891

Procurement Type: Central Master Agreement

Vendor ID: VS0000010026

Legal Name: NETSMART TECHNOLOGIES INC

Alias/DBA:

Total Bid: \$2,505,048.00

Response Date: 03/02/2026

Response Time: 12:14

Responded By User ID: NetsmartRFP

First Name: Abby

Last Name: Mauer

Email: dl_rfp@ntst.com

Phone: 913-601-8022

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2600000005

Published Date: 2/23/26

Close Date: 3/2/26

Close Time: 13:30

Status: Closed

Solicitation Description: Electronic Medical Records System

Total of Header Attachments: 3

Total of All Attachments: 3



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

State of West Virginia
Solicitation Response

Proc Folder: 1904891
Solicitation Description: Electronic Medical Records System
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-03-02 13:30	SR 0613 ESR03022600000005392	1

VENDOR
VS0000010026
NETSMART TECHNOLOGIES INC

Solicitation Number: CRFQ 0613 VNF2600000005
Total Bid: 2505048
Response Date: 2026-03-02
Response Time: 12:14:35
Comments: Please see our completed bid response and price proposal attached. Netsmart's price proposal is inclusive of all discounts.

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	One time all-inclusive Implementation/ transition fee	1.00000	LS	1137720.000000	1137720.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: One-time implementation fees are based on the requirements as outlined in the RFQ, Netsmart's Response and the Netsmart Scope of Work found in the attachments. Netsmart has assumed a nine month implementation time frame.

Extended Description:

4.1.6: One time all-inclusive Implementation/transition fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	License Monthly fee, Base Year One	12.00000	MO	25581.000000	306972.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Recurring SaaS fees (license fees) are based on approximately 224 total EMR users, 120 beds and 1 licensed provider (prescriber) as provided in the Q&A and any users needing access to the Patient Portal should Agency determine to implement area also included.

Extended Description:

4.1: License Monthly fee, Base Year One

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Patient portal monthly fee, Base Year One	12.00000	MO	851.000000	10212.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

4.1.30: Patient portal monthly fee, Base Year One

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Additional Modules, if needed, Base Year One per module fee	1.00000	EA	18000.000000	18000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Netsmart has provided a fixed annual optional module fee as it is required in Exhibit A. Add on solutions or modules can vary greatly in price depending on the complexity and function of the module so it is not a one size fits all pricing approach. Many of our add on solutions are much lower than the quoted price. Netsmart would work with the Agency to determine actual costs for add-on modules and will not hold the Agency accountable for the fee shown in Exhibit A if actual costs are lower.

Extended Description:

4.1.26: Additional Modules, if needed, Base Year One per module fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	License monthly fee, Year Two	12.00000	MO	25581.000000	306972.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Recurring SaaS fees (license fees) are based on approximately 224 total EMR users, 120 beds and 1 licensed provider (prescriber) as provided in the Q&A and any users needing access to the Patient Portal should Agency determine to implement area also included.

Extended Description:

4.1: License monthly fee, Year Two

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Patient Portal Monthly Fee, Year Two	12.00000	MO	851.000000	10212.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

4.1.30: Patient Portal Monthly Fee, Year Two

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Additional Modules, Year Two, per module fee	1.00000	EA	18000.000000	18000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Netsmart has provided a fixed annual optional module fee as it is required in Exhibit A. Add on solutions or modules can vary greatly in price depending on the complexity and function of the module so it is not a one size fits all pricing approach. Many of our add on solutions are much lower than the quoted price. Netsmart would work with the Agency to determine actual costs for add-on modules and will not hold the Agency accountable for the fee shown in Exhibit A if actual costs are lower.

Extended Description:

4.1.26: Additional Modules, if needed, Year Two, per module fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	License monthly fee, Year Three	12.00000	MO	25581.000000	306972.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Recurring SaaS fees (license fees) are based on approximately 224 total EMR users, 120 beds and 1 licensed provider (prescriber) as provided in the Q&A and any users needing access to the Patient Portal should Agency determine to implement area also included.

Extended Description:

4.1: License monthly fee, Year Three

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Patient Portal Monthly Fee, Year Three	12.00000	MO	851.000000	10212.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

4.1.30: Patient Portal Monthly Fee, Year Three

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Additional Modules, Year Three per module fee	1.00000	EA	18000.000000	18000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Netsmart has provided a fixed annual optional module fee as it is required in Exhibit A. Add on solutions or modules can vary greatly in price depending on the complexity and function of the module so it is not a one size fits all pricing approach. Many of our add on solutions are much lower than the quoted price. Netsmart would work with the Agency to determine actual costs for add-on modules and will not hold the Agency accountable for the fee shown in Exhibit A if actual costs are lower.

Extended Description:

4.1.26: Additional Modules, if needed, optional Year Three per module fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	License monthly fee, Optional Renewal One Year Four	12.00000	MO	27754.000000	333048.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Recurring SaaS fees (license fees) are based on approximately 224 total EMR users, 120 beds and 1 licensed provider (prescriber) as provided in the Q&A and any users needing access to the Patient Portal should Agency determine to implement area also included.

Extended Description:

4.1: License monthly fee, Optional Renewal Year Four

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Patient Portal Monthly Fee, Optional Renewal One Year Four	12.00000	MO	894.000000	10728.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

4.1.30: Patient Portal Monthly Fee, Optional Renewal Year Four

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Additional Modules Optional Renewal One, Year 4 per module f	1.00000	EA	18000.000000	18000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Netsmart has provided a fixed annual optional module fee as it is required in Exhibit A. Add on solutions or modules can vary greatly in price depending on the complexity and function of the module so it is not a one size fits all pricing approach. Many of our add on solutions are much lower than the quoted price. Netsmart would work with the Agency to determine actual costs for add-on modules and will not hold the Agency accountable for the fee shown in Exhibit A if actual costs are lower.

Extended Description:

Additional Modules, if needed, Optional Renewal Year Four per module fee



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1904891			Reason for Modification:
Doc Description: Electronic Medical Records System			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-17	2026-03-02 13:30	CRFQ 0613 VNF2600000005	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: VS0000010026
Vendor Name : Netsmart Technologies, Inc.
Address : 11100 Nall Ave.
Street :
City : Overland Park
State : Kansas **Country :** United States **Zip :** 66211
Principal Contact : Cathleen Panowicz
Vendor Contact Phone: (913) 696-3445 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X *Kevin Kaufman* **FEIN#** 13-3680154 **DATE** 2/27/2026

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Veterans Nursing Facility (WVVNF), located at One Freedom Way, Clarksburg, WV 26301 to establish an open-end contract for an Electronic Medical Records system. per the attached documentation.

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV US				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	One time all-inclusive Implementation/transition fee	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.6: One time all-inclusive Implementation/transition fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV US				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	License Monthly fee, Base Year One	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1: License Monthly fee, Base Year One

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Patient portal monthly fee, Base Year One	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.30: Patient portal monthly fee, Base Year One

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Additional Modules, if needed, Base Year One per module fee	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.26: Additional Modules, if needed, Base Year One per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	License monthly fee, Year Two	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
4.1: License monthly fee, Year Two

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Patient Portal Monthly Fee, Year Two	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
4.1.30: Patient Portal Monthly Fee, Year Two

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Additional Modules, Year Two, per module fee	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.26: Additional Modules, if needed, Year Two, per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	License monthly fee, Year Three	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1: License monthly fee, Year Three

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Patient Portal Monthly Fee, Year Three	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.30: Patient Portal Monthly Fee, Year Three

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Additional Modules, Year Three per module fee	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.26: Additional Modules, if needed, optional Year Three per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	License monthly fee, Optional Renewal One Year Four	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1: License monthly fee, Optional Renewal Year Four

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Patient Portal Monthly Fee, Optional Renewal One Year Four	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.30: Patient Portal Monthly Fee, Optional Renewal Year Four

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Additional Modules Optional Renewal One, Year 4 per module f	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
 Additional Modules, if needed, Optional Renewal Year Four per module fee

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., EST.	2026-02-19

	Document Phase	Document Description	Page 9
VNF2600000005	Final	Electronic Medical Records System	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1904891			Reason for Modification: Addendum No. 1
Doc Description: Electronic Medical Records System			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-23	2026-03-02 13:30	CRFQ 0613 VNF2600000005	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: VS0000010026
Vendor Name : Netsmart Technologies, Inc.
Address : 11100 Nall Ave.
Street :
City : Overland Park
State : Kansas **Country :** United States **Zip :** 66211
Principal Contact : Cathleen Panowicz
Vendor Contact Phone: (913) 696-3445 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X *Kevin Kaufman* **FEIN#** 13-3680154 **DATE** 2/27/2026

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

ADDITIONAL INFORMATION

Addendum No. 1

To provide responses to the Vendor Technical Questions, see attached.

Bid opening date and time remains 3/2/2026, at 1:30 pm., EST.

No other changes.

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	One time all-inclusive Implementation/transition fee	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.6: One time all-inclusive Implementation/transition fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	License Monthly fee, Base Year One	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1: License Monthly fee, Base Year One

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Patient portal monthly fee, Base Year One	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.30: Patient portal monthly fee, Base Year One

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Additional Modules, if needed, Base Year One per module fee	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.26: Additional Modules, if needed, Base Year One per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	License monthly fee, Year Two	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
4.1: License monthly fee, Year Two

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Patient Portal Monthly Fee, Year Two	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
4.1.30: Patient Portal Monthly Fee, Year Two

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Additional Modules, Year Two, per module fee	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.26: Additional Modules, if needed, Year Two, per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	License monthly fee, Year Three	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1: License monthly fee, Year Three

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Patient Portal Monthly Fee, Year Three	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.30: Patient Portal Monthly Fee, Year Three

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Additional Modules, Year Three per module fee	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.26: Additional Modules, if needed, optional Year Three per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	License monthly fee, Optional Renewal One Year Four	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1: License monthly fee, Optional Renewal Year Four

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Patient Portal Monthly Fee, Optional Renewal One Year Four	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.30: Patient Portal Monthly Fee, Optional Renewal Year Four

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Additional Modules Optional Renewal One, Year 4 per module f	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
 Additional Modules, if needed, Optional Renewal Year Four per module fee

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., EST.	2026-02-19

	Document Phase	Document Description	Page 9
VNF2600000005	Final	Electronic Medical Records System	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Prepared for:

West Virginia Division of Veterans Affairs

Response to Request for Quote
Electronic Medical Records System

March 02, 2026

Contact:

Cathleen Panowicz, Director – Public Sector East

Phone: (913) 707-4684

Email: cpanowicz@ntst.com

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March 02, 2026

David Pauline, Senior Buyer
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Mr. Pauline,

We are pleased to submit our quotation to the West Virginia Purchasing Division for an Electronic Medical Records (EMR) System for the West Virginia Veterans Nursing Facility (WVVNF). Netsmart understands the complex operational and regulatory requirements, as well as care models, to which state Veterans Homes such as WVVNF must stringently adhere. It is important to have a partner that not only understands and can deliver upon today's needs, but who also provides a framework that positions you to meet future regulatory, care, and technology trends.

Netsmart has deep experience delivering our healthcare technology solutions to public sector agencies, with contracts in 35 States and DC. Several of these contracts are with State Veterans Departments or Divisions, a market in which we continue to grow our presence. We would be honored to add WVVNF to our expanding footprint as the EMR technology provider for State Veterans Homes.

We are confident our platform, myUnity, will help enhance your ability to support the health and well-being of the veterans/residents you serve. Please contact Cathleen Panowicz, Director – Public Sector East, with all questions or communications at cpanowicz@ntst.com or (913) 707-4684.

Sincerely,

Kevin Kaufman

Kevin Kaufman, Chief Financial Officer
Netsmart

ntst.com

11100 Nall Avenue
Overland Park, KS 66211
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3. QUALIFICATIONS

Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid, or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

3.1. Vendor must be authorized by the West Virginia Office of Technology (WVOT) to provide software maintenance and support for the Licenses. The Agency will be responsible for obtaining WVOT approval for these specifications and approval of award to the successful vendor.

We are providing the following information as proof of Netsmart's qualifications to deliver on this project as well as references which can be contacted by the Agency. Netsmart would be please to provide additional information upon request by the Agency.

Executive Summary

Netsmart appreciates the opportunity to respond to the Request for Quotation for an Electronic Medical Record (EMR) System for the West Virginia Veterans Nursing Facility (WVNF). Netsmart is dedicated to transforming care delivery through innovative healthcare technology solutions that promote intuitive, streamlined care coordination while improving outcomes and streamlining operations. Our comprehensive solutions are designed to meet the unique needs of State-operated Veterans Homes, such as WVNF.

We Understand WVNF's Needs

Understanding each client's needs is fundamental to our approach at Netsmart. We take the time to evaluate your requirements carefully so we can provide a thoughtful response and a solution that addresses your requirements. One of the many strengths of our EHR platform, myUnity, is the ability to support numerous levels of care including, but not limited to: skilled nursing, assisted living, independent living, domiciliary, Alzheimer's/dementia and adult day. Our response and quote is specific to WVNF but we would like to convey that Netsmart's proposed solution could also be deployed to the WV Veterans Home to support their Domiciliary Program and, although we would want further discussion, the Project-214 program as well. We recognize there have been significant construction delays, but our myUnity EHR could also support the future Charles Calvin Rogers State Veterans Nursing Facility. Netsmart's EMR is flexible and scalable, providing the Department of Veterans Assistance (DVA) a single EMR across all facilities, resulting in a single resident record. Should WVNF decide to partner with Netsmart, DVA would be poised to successfully deploy our EMR to these additional facilities.

Proposed Solution Components

Netsmart's myUnity™ platform offers a comprehensive solution for post-acute care settings, streamlining operations and facilitating accuracy and efficiency. The platform is designed to support interdisciplinary collaboration, allowing clinical staff to focus on patient care. Key features include configurable workflows, user-centered dashboards, advanced scheduling, and authorization tracking. myUnity Living supports care with robust interoperability, analytics, and flexible payment models. Extensive security features bolster client confidentiality and HIPAA compliance. The platform can also scale with your organization, supporting safer care transitions and improving overall organizational efficiencies.

Solution Components' Description

Components		Description
 EMR myUnity Senior Living	Registration	Admit, transfer or discharge
	Scheduling	Integrated scheduling for patients/residents, group, staff, and/or resources
	Secure Messaging	Secure messaging between resident care team members
	Skilled Nursing	Compliance-driven operations and workflows for nursing, clinicians, interdisciplinary team, providers and MDS
	Practitioner Documentation	Provider documentation and streamlined workflows supporting the needs of providers with the ability to apply electronic signatures and ePrescribe, including ePCS
	MDS	Captures MDS data elements and modifications
	Fiscal	Solution's financial module supports billing activities including inquiry, eligibility, charges, claims payments and adjustments through streamlined workflows
	RTA	Support and maintain resident trust accounts
	Document Management	Supports scanning and indexing of documents to the resident record
	System Administration	Configuration tool that enables customization of the application to meet the specific needs of an organization or facility
	Identity and Access Management	Solution provides centralized or federated identity access management
 WoundZoom	Skin & Wound Care	AI-powered wound management solution that supports skin and wound documentation, provides automated measurements, tracks wound progression and delivers advanced analytics
 KPI Dashboards	Data Analytics & Dashboards	Business Intelligence module to provide advanced, executive-level analytics that offer at-a-glance metrics for clinical, financial and operational decision-making
 Simple Pro Suite PBJ	MDS Scrubber / PBJ	Netsmart Simple™ is a solution suite that integrates clinical, staffing and financial data to help provide better intelligence and reimbursement optimization. Simple simplifies the MDS submission process, and calculates quality measures and Five-Star ratings leveraging Minimum Data Set (MDS), Payroll-Based Journaling (PBJ) and UB-04 claims data

 Consumer Portal	Patient Portal	User friendly web and app-based portal for residents, family or guardians providing secure access to clinical and personal information
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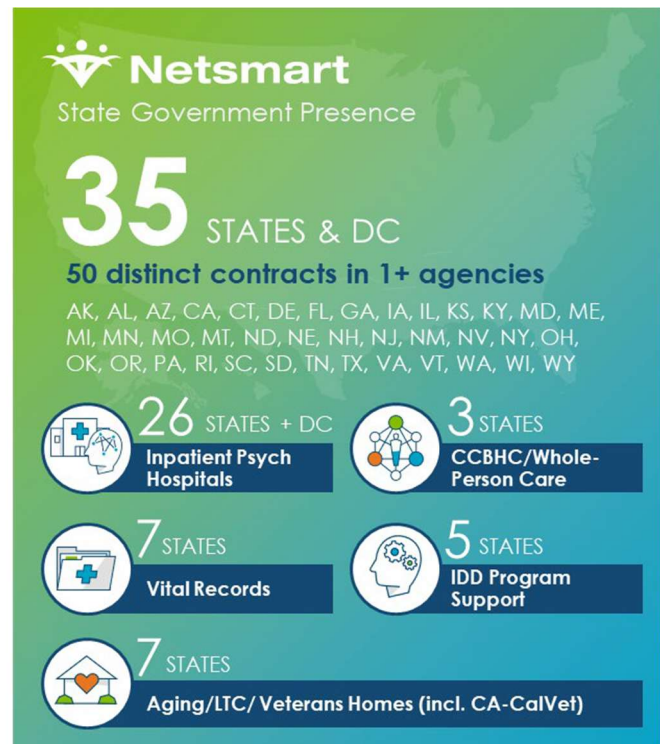
Netsmart Has the Right Solutions, Experience, and Resources to Address WVVNF's Needs and Desired Outcomes

Netsmart brings a deep level of experience and expertise to our solutions and implementations. Netsmart has long been recognized by Black Book as the top overall client-rated Post-Acute EHR and Practice Management healthcare technology platform for ten consecutive years across the post-acute care continuum.

We believe it is important to share our deep experience in public sector implementations and contracting. As shown in the graphic at right, Netsmart holds contracts in 35 States and DC. Our proposed myUnity platform is currently deployed in 7 State Agencies, 5 of which are State Veterans Homes. We continue to expand our presence in the state veteran home market and were recently awarded the EMR contract for the Missouri Veterans Commission and will be deploying myUnity to all seven (7) veterans homes. We are currently in contract negotiations with two state Veteran Agencies in the northeast and we are engaged with several additional states in some stage of procurement. We would be honored to add WVVNF to the growing Netsmart family of state veterans nursing facilities.

Should WVVNF accept Netsmart's quote, we have outlined a few key points to facilitate clarity in our pricing:

- Netsmart has accounted for an approximate 9 month implementation timeframe.
- One-time implementation fees are based on the requirements as outlined in the RFQ, Netsmart's Response and the *Netsmart Scope or Work* found in the attachments.
- Recurring SaaS fees (license fees) are based on approximately 224 total EMR users, 120 beds and 1 licensed provider (prescriber) as provided in the Q&A and any users needing access to the Patient Portal should Agency determine to implement area also included.
- Optional Modules – Netsmart has provided a fixed annual optional module fee as it is required in Exhibit A. Add on solutions or modules can vary greatly in price depending on the complexity and function of the module so it is not a one size fits all pricing approach. Many of our add on solutions are much lower than the quoted price. Netsmart would work with the Agency to determine actual costs for add-on modules and will not hold the Agency accountable for the fee shown in Exhibit A if actual costs are lower.
- Netsmart has provided our *Maintenance and Support Agreement* in the attachments. Netsmart assumes that WVVNF and Netsmart will negotiate a final contract should our quote be accepted.



As you review our proposal, which offers insight into our background, capabilities, philosophy, and processes, we trust it will highlight the immense potential of a partnership between WVVNF, the Department of Veterans Assistance and Netsmart. We would be pleased to demonstrate our solution as well as respond to any questions.

References

Netsmart has provided two client references and contact information in the table below. Netsmart can provide additional references to Agency upon request.

Client Name	Contact Name	Email
North Dakota Veterans Home	Kristi Nelson, IT Director	krinelson@nd.gov
Benchmark Senior Living (MA)	Elizabeth Wheatley, VP Resident Care	ewheatley@benchmarkquality.com

4. MANDATORY REQUIREMENTS:

4.1. Software Maintenance and Support: Vendor must provide maintenance and support for the Licenses as follows:

- **4.1.1. One Hundred and Twenty (120) Licenses must be covered by maintenance and support. The 120 Licenses reflect the beds available at the facility (residents). There will actually be about four hundred (400) users accessing the system to make/amend notes and add data, and then maybe another 50-120 for read access only (patient portal users), should the Agency decide to implement the portal.**

Netsmart's myUnity EMR solution is a Software as a Service (SaaS) solution, as required in 4.1.5. below. SaaS fees are inclusive of all licenses, hosting, maintenance and support for the solution. Our quote is based on 120 beds and 224 total users, as provided in the Q&A. We understand the 400 user count was an estimation of potential portal users and we have accounted for those fees in the optional patient portal pricing.

- **4.1.1.1. Agency will own the License Numbers and the data inputted for the duration of the contract. At the contract conclusion, the Agency will own the resident data, and the vendor must release all data to the Agency or Agency's designee in a readily accessible format, without the use of a proprietary system, upon request at no additional cost. The delivered records shall be inclusive of but not limited to all historical patient data maintained during the contract period, including data imported from predecessor systems; include original clinical documentation, diagnostic information, treatment notes, administrative records and delivered on encrypted external storage media or through secure file transfer methods. The initial data export shall be provided no later than 30 days before contract termination, with final data delivery completed within 72 hours after the effective termination date. Agency shall have 30 days from receipt to validate the integrity and completeness of the data, and Vendor shall promptly remedy any deficiencies at its own expense. Vendor warrants that no proprietary encoding, encryption, or obfuscation will hinder the comprehensive use or transfer of the data. All data transfers shall comply with the HIPAA Privacy and Security Rules. Within 30 days of final delivery, Vendor shall certify in writing that all copies of Client data have been deleted from its systems, unless retention is required by law.**

Netsmart is proposing a Software as a Service (SaaS) solution, not a perpetual or term license so there is no ability for license ownership. Agency will have access to the SaaS solution for the duration of the active agreement. Netsmart agrees that Agency will own resident data.

Upon contract conclusion, Netsmart will make a machine-readable backup copy of the data available to the Agency at no additional cost, with final data delivery completed within three business days after the effective termination date. For SaaS agreements, we make a copy of the redshift AWS database environment and provide it to the Agency's chosen AWS account destination, or alternatively, the Agency may continue to host the database with us in a read-only backup state (note: should the Agency opt for Netsmart to host the read-only backup, additional fees will be incurred). Access to all front-end user solutions is disabled, and login access is removed. Data rights remain with the Agency and are accessible via the database copy.

We also provide a backup copy of the production database in an SQL backup file (.bak) within thirty (30) days, delivered via Secure FTP or on an encrypted disc as requested. We cooperate to support an orderly transition of maintained client data to another provider or to the client's internal operations, which may include consulting or conversion services at our then-current professional services rate. Our policy is to delete or de-

identify client data within sixty (60) days of termination or expiration, except for data included in backup and disaster recovery logs requiring integrity.

- **4.1.2. Maintenance and support must be provided for three (3) years with a one (1) optional 1-year renewal.**

Maintenance and support are included in the SaaS agreement for the initial three (3) year term and one (1) optional renewal.

- **4.1.3. Maintenance and Support under the initial term of this Contract will be tentatively for the period beginning on April 1, 2026, and ending on March 31, 2029. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.**

Acknowledged and understood. Maintenance and support are included in the SaaS fees, with an initial period anticipated to be April 1, 2026, to March 31, 2029. If authorized and executed by the parties, each subsequent term will run consecutively to the prior term.

- **4.1.4. The vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.**

Netsmart has provided a copy of our maintenance and support agreement. Please see the *Netsmart Maintenance & Support Agreement* in the Attachments for more information.

- **4.1.5. Vendor must have SaaS platform capability with application solution.**

Netsmart's proposed solution is a cloud-based platform delivered as a Software as a Service (SaaS) solution. The application is accessible from any device with an internet connection, and users are not required to interact directly with the database or install database software on their workstations.

- **4.1.6. Implementation must include software installation, testing, deployment support and transfer of historical data.**

Implementation includes support for software installation, testing, and deployment. Our structured methodology, called the Plexus Methodology, covers configuration and validation phases, which involve system setup and testing activities. The project team manages the process this methodology, with tasks and milestones tracked weekly. Cutover, i.e. deployment, support is provided through a structured transition period, during which ownership of support is passed to the Netsmart Support group, while implementation resources remain available for continuity. Super user training and deployment support are included, with guidance and resources provided for training and documentation. Netsmart supports the transfer of historical data into the myUnity EHR from your existing system. The Agency would be responsible for extracting the data from the source system(s) and transforming it into Netsmart provided conversion templates. Netsmart performs the execution of the import files and works with Agency to validate data post conversion. Data elements include demographics, payors, staff, reimbursement rules/rates, payors and plans. Agency can scan any historical paper charting into the EHR and attach to the resident record. Please *Netsmart Scope or Work* in the Attachments for additional detail.

- **4.1.7. Training support shall be available through the duration of the contract period of performance.**

Netsmart provides training support throughout the duration of the contract period of performance. During the implementation phase, Netsmart leverages a Train-the-Trainer utilizing pre-recorded content and a live instructor. This in-depth training is for Agency subject matter experts or super-users who are considered core members of the project. Maintenance training is provided to Agency IT staff, i.e. system administrators, for the ongoing Agency support and system maintenance. Post go-live, our approach includes ongoing access to training resources such as eLearning modules, embedded online help, the myUnity Training Portal, and standard

training manuals. More details can be found in the *WVNF Netsmart myUnity Senior Living SOW* found in the Attachments section.

- **4.1.8. 24/7 support must be provided. Product service and support to include technical support and Service Level Agreements (SLA).**

Netsmart maintains a high level of technical support for our software solutions Including: round-the-clock support, a dedicated support line, and a primary point of contact.



24/7/365 Support: The NetsmartCONNECT client portal is accessible around the clock and throughout the year. Users can log support tickets, access the Solutions Knowledge Base, and use the Innovations submission portal. Clients can use the web-based system to report issues and monitor the status of their support requests at any time (24x7), as well as access the knowledge base, training guides, videos, user forums, and Innovations submission portal.

Typically, there is not a hard limit on the number of superusers, however the superusers that contact support should be the IT Staff/Admins of the system.

Dedicated Support Line: Netsmart operates a toll-free support line from 8:00 am to 5:00 pm Central Time, Monday through Friday, excluding Netsmart holidays. This line allows users to report problems and request support. Emergency support is available after standard hours of operation by calling the main support line and choosing the after-hour emergency option.

Client Alignment Executive (CAE): Each client is assigned a CAE, who acts as the primary point of contact for all communications, issue resolution, and strategic planning. The CAE advises clients and helps optimize their investment to meet their unique organizational needs.

Netsmart contractually guarantees 99.9% system availability as defined by the Netsmart Hosting/SaaS service level agreement (SLA). Netsmart's overall average annual uptime consistently exceeds this level. If monthly system availability falls below 99.9% as defined by the Netsmart SLA, Netsmart will provide a credit against the next monthly hosting fees to account for the downtime. Our Application Support Services can be found in Schedule A and our Service Level Agreement for Software Services can be found in Schedule A-1 of the *Netsmart Maintenance and Support Agreement* in the Attachments section of our response.

- **4.1.9. The vendor must perform installation of software upgrades, patches and releases. Upgrades must be scheduled during the hours of 6PM to 6AM EST and must be communicated to the Agency at least one (1) business day in advance.**

Netsmart performs the installation of software upgrades, patches and releases. Netsmart reserves a monthly maintenance window for upgrading, patching, modifying, and repairing portions of the SaaS/Hosting environment. The monthly window is generally scheduled on the third Sunday of the month, from 2:00 a.m. to 6:00 a.m. EST. The Agency will be notified via email and the Online Client Support Tracking System when new releases are available and can submit a ticket to schedule the application of updates and releases.

- **4.1.10. Backup support must be provided to include full database backup for at least seven (7) days, allowing for point in time restore down to the minute within the previous seven (7) days of an incident where data loss occurs.**

Netsmart operates a robust data protection strategy that includes nightly backups and periodic backups throughout the day. Nightly backups are replicated in near real time to a secondary Netsmart facility over an encrypted link. Netsmart's backup retention is as follows:

- Nightly backups are retained for one Month.
- Monthly backups are retained for one Quarter
- Quarterly backups are maintained for one Year

In the event of a disaster, Netsmart has the ability to recover / restore data down to the minute. Netsmart's architectural target Recovery Point Objective (RPO) is 30 minutes with a Recovery Time Objective (RTO) of 4 hours.

- **4.1.11. Software must be able to run reports (standard and custom).**

Netsmart's myUnity EMR includes a suite of standard reports for census, clinical, operational, and financial metrics. myUnity uses its own reporting service from within the application and allows for development of custom reports that can be run from within the application and written using Microsoft's Report Builder Tool. Clients are given specific parameter RDL's during the database training class to write these custom reports. We also provide access to an ODBC connection over a secure tunnel with the Database Replica SKU. This ODBC connection can be connected to the clients on prem Crystal Reports, SSRS, Microsoft BI, etc. Additionally, we offer Remote Table Replication, this offering replicates table data to the client on-premise data warehouse.

- **4.1.12. Software must include the ability to transmit prescriptions electronically to an outside pharmacy.**

Netsmart's solution includes our e-prescribing platform to transmit prescriptions electronically to an outside pharmacy, including e-prescribing of controlled substances. Our solution is a DEA-certified secure web-based electronic prescribing and medication management ordering system. It interfaces with Surescripts-certified pharmacies (95 percent of U.S. pharmacies are connected to the Surescripts network including thousands of local independent pharmacies). If a pharmacy is not on the Surescripts network, prescriptions can still be sent via fax.

Based on the Q&A, we understand that UNIQCARE is your pharmacy vendor and they use the QS1 pharmacy solution. If this is the outside pharmacy to which you are referring (meaning a contracted pharmacy that is onsite at the home), we have also included costs for a pharmacy interface leveraging HL7/FHIR standards from the EHR to the QS1 solution. We will work with WVVNF to determine desired approach during contracting.

- **4.1.13. Software must include an Infection Control Module that includes Antibiotic Stewardship.**

myUnity Senior Living includes an Infection Control Module with integrated Antibiotic Stewardship functionality. Netsmart will configure functionality including assessments, medication type class, ordering provider and timeframe enabling tracking, monitoring, and reporting of infections and antibiotic usage to support regulatory compliance and best practices.

- **4.1.14. Software must include the ability and space to upload items/documents to the resident records.**

Users can upload items/documents in the myUnity Senior Living solution. These attachments can be labeled and associated with existing documents or directly attached to the relevant section of the resident record. The documents/files/information can be uploaded or scanned into the resident record based on the resident or admission selected. The system stores the image files and associates them with the selected record based on document type. Supported file types include .pdf, .tif, .txt, .gif, and .jpg.

- **4.1.15. Software must be able to have a Dietary/Nutrition Management Module with the ability to print in-house meal tickets.**

The proposed solution does not include a dietary/nutrition management module. The majority of our clients deploy dietary/nutrition software, such as GeriMenu, and Netsmart supports an HL7 ADT from the EMR to the dietary system.

- **4.1.16. Software must have an Admissions Module.**

The myUnity EMR includes functionality to support admissions, including the use of a single Master Identifier for a resident to facilitate transitions of care and the carryover of select clinical content from one admission to the next. The system also supports bidirectional HL7 ADT messages for admissions, discharges, and transfers, and provides reports and dashboards to display ADT and census information.

- **4.1.17. Software must have a Practitioner Engagement Module with the ability to apply electronic signatures.**

The system includes a practitioner engagement module with the ability to apply electronic signatures. Those electronic signatures can be captured on forms and documentation, including provider orders.

myUnity also has a Provider Mobile App to support provider engagement. Providers can:

- manage resident census in a device agnostic application
 - add and sign orders
 - sign controlled substances via a DEA certified EPCS application
- **4.1.18. Training modules must be available within the software system with training available onsite or by phone.**

Training modules are available within the software system through the myUnity Training Portal, which is integrated and accessed from the myUnity EMR solution home page. This portal provides online eLearning materials, solution documentation, and role-based guided learning paths. In addition to online resources, Netsmart offers advanced instructor-led courses and custom learning engagements that can be delivered onsite for an additional fee that can be discussed during contracting. Facilitator/Consultant-led training sessions, including module and workflow training, as well as one-on-one sessions, are available onsite as part of the implementation methodology.

- **4.1.19. Software must provide a Skin and Wound Module with the ability to upload pictures.**

Netsmart partners with WoundZoom, an AI-powered wound management software solution that streamlines documentation to track wound progression. WoundZoom is integrated with our myUnity EHR to consolidate patient demographics and wound assessments into a single, unified record. The myUnity EHR receives the completed wound assessment from WoundZoom back into the clinical tab > wound section of the resident record. The wound assessment provides photos, wound measurements, etc. for a full wound record. Additional data, reporting, and workflows for wound management would be completed in the WoundZoom application. WoundZoom standardizes wound assessment to reduce clinical variability across shifts for better wound healing tracking. The solution supports Pressure Injury initiatives, survey readiness and wound-related compliance measures. Netsmart is an authorized reseller of WoundZoom and the cost of the solution and integration with myUnity is included in our proposal.

- **4.1.20. Software must have a Recreation Module with the ability for the Recreation Department to schedule events and document resident participation.**

myUnity includes a Recreation module where the Recreation department can schedule events and document the event details, such as activity type, setting (group, 1:1, independent) and participation level. Data collected by the Recreation Department can be compiled into a report specified by resident or time of activity, as desired. Netsmart's solution also offers a calendar with features for viewing, scheduling, and managing resident needs, including the ability to schedule and track outside appointments and activities for each resident. The calendar can be used to schedule events and track participation, and reports are available to view the activities of all residents. The system allows filtering of resources based on licensing, credentials, preferences, and resident needs or preferences. There is also a whiteboard feature for managing multiple schedules, whether for a single resident or groups, such as by floor or activity. Clinicians can view an aggregate of events for a population of residents or by activity and/or resources from one screen. This functionality supports the Recreation Department in scheduling events and documenting resident participation.

- **4.1.21. Software must be available for the chaplain, medical director, nurses and social workers to make and amend notes (documentation).**

The system allows nursing and the interdisciplinary team, which includes chaplains, medical directors, nurses, and social workers, to add and amend notes for residents. WVVNF can define note categories and subcategories for users to select. Notes are locked, date/time stamped, and can be flagged for follow up. A report is available to view all notes for a specific resident, by category/subcategory, or by user. This supports comprehensive documentation and amendment capabilities for all relevant staff roles.

- **4.1.22. Software must have an analytics compliance package.**

In addition to standard reporting available within the solutions, analytics compliance is built across many areas of our proposed solution and we have outline a few key points below:

- Simple – Simple uses real-time data to scrub and optimize MDS assessments, predict Five-Star/QMs and optimize PDPM reimbursement. Simple supports compliance based reporting needs like Minimum Data Set (MDS)/Payroll Based Journaling (PBJ) submission requirements & Overall Five-Star analytics (Survey reporting, Quality Measure Reporting, and Staffing Reporting).
- KPI Dashboards – KPI provides at-a-glance advanced analytics on key clinical, administrative and financial metrics, such as:
 - Residents with falls since admission, total admissions with falls, falls per census by severity, falls by location (i.e. building, hall, room)

- Track medication orders by prescriber ATC category or diagnosis
- Occupancy and length of stay including admissions, bed days, leaves and bed holds
- Visibility into timing and completion of MDS assessments for PDPM admissions
- Resident demographics
- WoundZoom – supports survey readiness and wound-related compliance measures to minimize legal and regulatory audit risk by enabling best-practice documentation.

- **4.1.23. Software must have a Skilled Nursing Module.**

myUnity Senior Living supports numerous care settings, including Skilled Nursing and Memory Care. The system is configured to support skilled nursing operations. This includes compliance-driven operations for nursing, clinicians, interdisciplinary team, providers and MDS.

- **4.1.24. Software must have a Fiscal Module that will allow the input of receipts and payments in regard to resident accounts, including any trust accounts held by the facility.**

myUnity provides the ability to support Trust Account(s) for a resident held by the facility. The solution tracks all deposits, withdrawals, and adjustments made to the account and provides the ability to generate receipts and check logs for paying expenses from the account. The solution also provides the ability to print statements and ledgers, apply interest and/or account fees, and close month-end for resident accounts.

- **4.1.25. Software must have the option/availability for the outsourced pharmacy vendor to have access to the system.**

This is supported, WVVNF can provision secure system access for outsourced pharmacy vendors, enabling them to perform necessary tasks within the software as authorized.

- **4.1.26. The software must have the flexibility to add components/modules as needed for future use for an all-inclusive flat fee per module.**

Netsmart continually invests in its solutions to extend functionality, due to advances in technology or to meet regulatory requirements. Enhancements and break-fixes to the solution are included in our standard support agreement and deployed via scheduled updates to the solution. Netsmart will work with WVVNF to amend the existing contract to add components/modules that would require additional fees, as well as any associated implementation fees, at then current fees per module.

- **4.1.27. All software must be HIPAA compliant to protect PHI.**

myUnity Senior Living is HIPAA compliant to protect PHI. Netsmart additionally aligns its security program to the NIST Cybersecurity Framework and NIST 800.53 Moderate Revision 5 guidelines to protect the confidentiality, integrity, and availability of confidential information, including PHI. Our security policies and standards include administrative, technical, and physical safeguards for processing confidential information. We conduct annual third-party audits for compliance with SSAE18 SOC 2 Type 2 and perform annual risk assessments in accordance with HIPAA and HITECH requirements. Access to data is limited to authorized personnel based on the principle of least privilege, with access authorizations reviewed at least semi-annually and rescinded promptly upon role changes or separation. Access logs are maintained for all user activity and stored securely. We implement and maintain software to detect and prevent malicious code, apply critical and high vendor security patches within thirty days, and conduct regular vulnerability analysis and penetration testing. Security education is provided annually to personnel operating or supporting our cloud services, focusing on security, confidentiality, and privacy of client data. Our product development lifecycle incorporates secure application development training, code reviews, vulnerability scans, and penetration tests. For

HIPAA-compliant communication, we offer secure texting and messaging tools, with messages purged after 30 days unless saved in patient records. Background checks and annual PHI training are required for all associates with access to client data, and only those maintaining compliance with these requirements are selected to support and implement our solutions.

myUnity Senior Living supports HIPAA-compliant electronic signatures and accurate time/date stamping. Secure Communication supports HIPAA-compliant texting, with messages purged after 30 days unless saved in patient records. Internal 'notes' on documents are private and not visible to others or surveyors. CareConnect Inbox enables Direct Secure Messaging for care coordination, and the myUnity Senior Living Inbox enables messaging between internal staff. Integrated secure texting connects office and field users via a smartphone app and within myUnity Senior Living for documentation of care coordination when appropriate.

- **4.1.28. Software must have the ability for remote access.**

The myUnity EHR is web-based and accessible from any device with an internet connection. myUnity supports the ability for secure remote access through Netsmart-approved remote access software integrated into the application. The Provider Mobile App also supports remote provider access for timely order management.

- **4.1.29. Software must have the ability for secure one on one real time messaging between providers regarding patient care with easy to see/user friendly notifications.**

Providers are able to communicate securely through the inbox dashboard functionality, which supports one-on-one messaging regarding patient care. The system also provides timely follow-up by enabling users to create follow-up 'To-do' tasks on users' desktop dashboards. The To-Do list offers reminders of activities that need to be completed and notifies designated roles when events such as admissions or discharges occur. These processes keep the care team notified and aware of completed and needed actions throughout each resident's stay.

- **4.1.30. Software must have the ability for a HIPAA compliant “patient portal” where patients/residents/MPOA’s can access and review their individual medical records including but not limited to appointments, medications, lab results, vital readings and doctor’s notes. The Agency may or may not implement the Patient Portal; it is asking for the cost of such, should it be implemented.**

Netsmart provides a HIPAA-compliant patient/family portal which is integrated to the myUnity EMR. The resident/family member/MPOA can log in to access and review their individual medical records, including demographics, allergies, medications, immunizations, care plan problems, the CCD, secure messaging, documents, surveys, appointment requests, and calendar events. The portal also supports the ability to send appointment reminders via email or text.

As requested, Netsmart has provided the fees for the patient portal as requested in Exhibit A should the Agency decide to implement.

8. MISCELLANEOUS:

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

Contract Manager: Wes Hughes, Senior Client Alignment Executive, Public Sector

Telephone Number: (913) 242-6190

Fax Number: (913) 696-3492

Email Address: whughes@ntst.com

Attachments

- Netsmart Maintenance and Support Agreement
- Certification Signature Page
- Signed Addendum
- WVNF Netsmart myUnity Senior Living SOW
- Exceptions and Clarifications

Netsmart Maintenance and Support Agreement

MASTER AGREEMENT

This Master Agreement (“**Agreement**”) is effective as of the date last signed by the parties below (the “**Effective Date**”), between

Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 (“ Netsmart ”)	West Virginia - Department of Veterans Assistance (DVA) , (“ Client ”)
Attention: Joseph McGovern, EVP Telephone No: (631) 968-2012 E-mail Address: jmcgovern@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com	State tax exempt: No Attention: Telephone No: E-mail Address: Legal notices to be sent to (if different):

This Agreement sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client.

Netsmart Technologies Inc.	Client
BY: _____ (SIGNATURE) _____ (PRINTED NAME) _____ TITLE _____ DATE	BY: _____ (SIGNATURE) _____ (PRINTED NAME) _____ TITLE _____ DATE

TERMS AND CONDITIONS**1. DEFINITIONS**

Each capitalized term used in this Agreement shall have the following meaning:

- a. **“Confidential Information”** means all technical, financial and other information that is disclosed by either party to the other, whether orally or in writing, any disputes, status reports, scheduling updates, workflows, forms, reporting, the terms of this Agreement, pricing, Services, Work Product, data (other than Protected Health Information which is protected in accordance with the BAA), Documentation, all non-public information related to Netsmart products, services and methodologies. “Confidential Information” does not include information (a) publicly available through no breach of this Agreement; (b) rightfully acquired from a third party having a bona fide right to disclose or make the same available; (c) independently developed or previously known by a party; or (d) Protected Communication.
- b. **“Data”** means all information collected, stored, processed or generated through Client’s use of the Software Services.
- c. **“Documentation”** means the generally available description and features of the Software Services as set forth on the applicable Netsmart knowledge repository, which includes release notes. If applicable, the Netsmart Resource Center can be accessed via the application or the NetsmartConnect portal.
- d. **“First Productive Use”** means the date that Data is being accessed or entered in the Software Services for processing or review in Client’s commercial environment.
- e. **“Force Majeure”** mean acts or events beyond a party's reasonable control, including but not limited to, acts of nature, governmental actions, acts of terrorism, fire, labor, civil disturbances, pandemics, transportation problems, interruptions of power supply or communications, breakdown of internet service provider and natural disasters, any of which makes performance impossible.
- f. **“Hardware Configuration”** means the hardware required to install and/or operate the Software Services as set forth at <https://wikihelp.ntst.com/Special:Userlogin?returntotitle=Req#tab=login>, Username: Netsmart_Prospect and Password: Netsmart1.
- g. **“Problem or Defect”** means any failure of the Software Services to operate in substantial conformance with the Documentation.
- h. **“Protected Communication”** mean those communications protected under 45 CFR § 170.403, Communications, of the 21st Century Cures Act (the “Communications Rule”), regarding the usability, interoperability or security of the Netsmart Software Services; relevant information regarding users’ experiences when using the Software Services; Netsmart’s business practices related to exchanging electronic health information; and the manner in which a user uses the Software Services.
- i. **“Purchase Agreement”** means a document executed by the parties (such as a quote or addendum) setting forth the items being purchased by Client, which will be subject to and incorporated into this Agreement.
- j. **“Scope of Use”** means a metric used to define the limits of the products and services as provided for in the Agreement (i.e. number of concurrent users).
- k. **“Services”** means the implementation, training, Software Services, Support Services and other services to be provided by Netsmart under this Agreement.
- l. **“Software Services”** or **“SaaS”** means the right to access the Netsmart commercial software services in a cloud computing environment in accordance with the SOW, together with the Support Services.
- m. **“Statement of Work”** or **“SOW”** means the scope for the implementation of the Software Services and Third Party Products.

- n. **“Support Services”** means the application maintenance and support services provided by Netsmart for the Software Services.
- o. **“Third Party Products”** means any commercial software product or infrastructure acquired by Netsmart from an outside vendor on behalf of Client.
- p. **“Work Product”** means any documentation, technique, methodologies, inventions, reports, software, or procedures developed, conceived or introduced by Netsmart during the course of this Agreement, whether acting alone or in conjunction with Client or its employees, Users or others. Work Product does not include any Client Confidential Information or Data.

2. SOFTWARE SERVICES LICENSE RIGHTS

- a. Software Services License. Netsmart hereby grants Client a non-exclusive, royalty-free, non-transferable subscription license to use the Software Services and Third Party Products only:
 - i. for Client’s internal business purposes and not to process the data of any other entity; and
 - ii. to support the Scope of Use for the Software Services and Third Party Products set forth on the applicable Purchase Agreement(s).
- b. License Rights. The license rights granted in this section may be exercised by Client, its employees and independent contractors (provided that such independent contractors are not competitors of Netsmart) (each a “User”). Client shall be responsible for each User(s) compliance with the terms of this Agreement.
- c. License Restrictions. Except as expressly stated in this Agreement, no other rights, express, implied or otherwise, are granted to Client and Netsmart reserves all rights not expressly granted herein. Client will not permit the Software Services or Third Party Products (i) to be disassembled or reverse engineered, (ii) to be sold, disclosed, leased, subleased, lent or otherwise made available to others including third party hosting providers, (iii) to be or attempted to be accessed, modified, make additions to or altered, (iv) make any derivations, adaptations, or translations in whole or in part, (v) Client shall not transmit malware including but not limited to malicious codes, viruses, Trojan horses or similar mechanisms, and/or (vi) to be used to develop functionally similar computer software or to otherwise compete with Netsmart. No copies of the Software Services or Third Party Products may be made by Client without the prior written consent of Netsmart except for backup purposes in accordance with normal data processing practices. Client agrees to reproduce any copyright notices and/or other proprietary legends, regardless of form, contained in, affixed to, or appearing on the Software Services and Third Party Products.
- d. Third Party Products. Third Party Products are licensed subject to the same restrictions as are set forth in this Agreement. Third party vendors retain all rights, title and interest, including intellectual property rights and all other rights to their respective Third Party Products. Third Party Products are also subject to and Client agrees to the pass through terms that apply to those Third Party Products at <https://www.ntst.com/lp/pass-through-terms>. Notwithstanding the foregoing, nothing contained in the third party pass through terms will diminish Netsmart’s obligations with respect to Software Services under this Agreement.
- e. Software Title. The Software Services are proprietary to Netsmart and are based upon and contain trade secrets and other Confidential Information. Netsmart reserves title to the Software Services and all other rights not expressly granted herein.
- f. Scope of Use Audit. Client acknowledges that Netsmart has access to view Client’s actual Scope of Use and will periodically verify Client’s actual Scope of Use of the Software Services. Should this verification identify usage of the Software Services in excess of the Scope of Use contracted for, Client agrees to true-up the Scope of Use to the current usage levels.

3. SERVICES

- a. Implementation. The Statement of Work will set forth the tasks to be performed by each party, the time frames in which such tasks will be performed and will identify the roles and responsibilities of the persons who will be provided by Client to support the implementation.
- b. Support Services. Netsmart agrees to provide Support Services in accordance with the terms set forth on Schedule A.
- c. Data Services. To the extent permitted by applicable law, Netsmart may (i) use and disclose Data as necessary to perform, analyze and improve the Services; (ii) use and disclose Data to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law HIPAA and (iii) deidentify PHI in accordance with the standards set forth in HIPAA and use and disclose such deidentified data.
- d. Data Security. Netsmart has a risk-based, independent third-party-audited Information Security Management System (“ISMS”) designed to enable Software Services and Support Services to be delivered in a secure manner and protect against threats to the security or integrity of Client’s Data. Netsmart aligns its ISMS with the National Institute of Standards and Technology (NIST) cybersecurity framework. Netsmart annually agrees to undergo SSAE18 SOC 2 Type 2 review of its data center operations and agrees to provide a summary of the report upon Client’s request.
- e. Suspension of Services. Netsmart may suspend Services without liability to Client in the event of (i) a threat to the security of Netsmart’s systems, the Services, or (ii) upon advance written notice to Client, Client’s undisputed invoices are overdue and written has provided by Netsmart, in addition to any other rights or remedies, including termination of the Agreement. To dispute an invoice, Client must notify Netsmart in writing of any invoice disputes within 30 days of receiving the disputed invoice or the invoice will be deemed undisputed.

4. PAYMENTS

- a. Payments. Invoices are payable net thirty (30) days after invoice date. Client will pay a finance charge on all undisputed invoices past due at a rate of 18% per annum or the highest interest rate permitted by law. Failure to make timely payment is considered a material breach of the Agreement.
- b. Annual Increases. Netsmart agrees that it will not revise any recurring fees during the first year of this Agreement. Thereafter, any recurring fees will be increased annually at a rate of **5%** or the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care, whichever is greater. Netsmart may further increase recurring fees for Third Party Products, if such increase from Netsmart’s third party supplier exceeds the amount permitted under this Section. Netsmart agrees any such additional increase shall be at the same rate charged by the third party supplier.
- c. Taxes. The fees set forth in this Agreement do not include any taxes. Where applicable, taxes will be added to the fees, and Client will pay amounts equal to any taxes (however designated, levied, or based) on such fees including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart. If Client is tax exempt, Client will provide Netsmart a certificate of exemption from taxes.

5. WARRANTIES

- a. Functionality Warranty. Netsmart warrants that the Software Services will substantially conform in all material respects with the Documentation, provided Client is on the most current or next to most current version of the Software Services and no modifications, additions or alterations of any kind have been made. In the event of a breach of the foregoing warranty, Netsmart will (i) correct any reproducible Problems or Defects in the Software Services which prevent it from operating in substantial conformance with the Documentation; or (ii)

provide a commercially reasonable alternative that will substantially conform with the Documentation in accordance with the Support Services provisions set forth in Schedule A. The foregoing warranty will only apply if Client meets the Hardware Configuration. CLIENT'S EXCLUSIVE REMEDY UNDER THIS SECTION AND NETSMART'S SOLE OBLIGATION IS TO MODIFY THE SOFTWARE SERVICES TO ELIMINATE THE PROBLEM OR DEFECT. IN THE EVENT NETSMART CANNOT MODIFY OR ELIMINATE THE PROBLEM OR DEFECT, CLIENT MAY TERMINATE THE AGREEMENT PURSUANT TO THE TERMINATION SECTION AND SEEK ALL AVAILABLE REMEDIES AT LAW AND IN EQUITY.

- b. Services Warranty. Netsmart warrants that the Services will be performed in a professional manner in accordance with the terms in this Agreement.
- c. Disclaimer Of All Other Warranties. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, WHETHER IN RELATION TO THE SOFTWARE SERVICES, THIRD PARTY PRODUCTS, HARDWARE OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.

6. LIMITATION OF LIABILITY

- a. LIMITATION ON DAMAGES. EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.
- b. LIMITATION ON CUMULATIVE LIABILITY. EXCEPT FOR INFRINGEMENT INDEMNIFICATION OBLIGATIONS, THE MAXIMUM AGGREGATE LIABILITY OF NETSMART TO CLIENT FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE FEES PAID TO NETSMART FOR THE IMPACTED PRODUCTS AND SERVICES DURING THE PRIOR TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

7. INDEMNIFICATION

- a. Infringement Indemnification. Netsmart will defend, indemnify and hold harmless Client and its officers, directors, employees and agents from and against third party claims, liabilities, obligations, judgements, causes of action (the "**Claim**"), and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of an allegation that the use of the Software Services infringes a third party's U.S. patent, trademark, copyright or other third party intellectual property right. In the event such an infringement is found, Netsmart will at its option and expense, and as Client's sole and exclusive remedy, procure the right to continued use of the Software Services, replace or modify the Software Services with a non-infringing program, or terminate the license of the Software Services, and will refund to Client a pro rata refund of fees prepaid for Software Services not yet provided. Netsmart's indemnification obligations will not apply to the extent the Claim is based upon (i) the use of the Software Services in violation with the terms of this Agreement; (ii) the use of the Software Services in combination with other products or services not made or furnished by Netsmart, provided that the Software Services alone are not the cause of such Claim; (iii) the modification, additions or alterations of the Software Services or any portion thereof by anyone other than Netsmart, provided that the Software Services in unmodified form are not the cause of such Claim; or (iv) the use of Software Services not updated to the latest version offered by Netsmart, where such version cures the infringement.
- b. Client Indemnification. Client will indemnify, defend and hold harmless Netsmart and its officer, directors, employees and agents from and against all Claims, and associated costs and expenses (including reasonable

attorneys' fees) to the extent arising out of or resulting from Client's misuse of the Software Services, or any claim by any party receiving services from Client.

- c. **Indemnification Process.** Upon becoming aware of any matter which is subject to the provisions of the Indemnification Section, the party seeking indemnification must (i) give prompt written notice of such Claim to the other party; (ii) provide the indemnifying party with the authority, information and assistance to defend or settle the Claim; and (iii) not materially prejudice the indemnifying party's ability to defend or settle the Claim. The indemnifying party has the right to control and defend the Claim at its own expense and with its own counsel and to settle the Claim so long as such settlement does not require the indemnified party to pay any money or admit any liability without the indemnified party's prior written consent. The indemnified party will have the right, at its option, to participate in the defense of the Claim with its own counsel at its own expense.

8. **TERM AND TERMINATION**

- a. **Term.** The Term of the Service(s) is set forth on the applicable Purchase Agreement(s) (the "Term"). At the expiration of the initial Term, the Service(s) will be automatically renewed on an annual basis on the anniversary of the Effective Date for additional one year terms ("**Option Term**"). Either party may terminate the Service(s) as of the last day of the initial Term or any Option Term, by providing ninety (90) days written notice of termination prior to the last day of the initial Term, or the last day of any Option Term.
- b. **Termination.** Either party may terminate this Agreement or a Purchase Agreement, if the other party is in material breach by sending a written notice specifying each breach with reasonable detail, unless (i) the breaching party has cured the breach within thirty (30) days of receipt of written notice, or (ii) with respect to a breach which may not be reasonably cured within the 30-day period, the breaching party is diligently pursuing cure of, and cures the breach as soon as practicable. In the event of termination, Client shall be responsible for all fees related to products and Services rendered and in progress (in accordance with the applicable SOW) through the effective date of such termination.
- c. **Survival.** Notwithstanding any termination of this Agreement for any reason, the terms and conditions set forth in the following Sections of this Agreement will survive and will be binding on the representatives, successors, heirs and assignees of the parties: Limitation of Liability, Indemnification (with respect to claims arising prior to termination), Confidentiality, and General Provisions.

9. **CONFIDENTIALITY**

- a. **Confidential Information.** Except as permitted in this Agreement, neither party will, nor will they permit their employees, agents, attorneys or independent contractors ("Personnel") to, disclose, use, copy, distribute, sell, license, publish, reproduce, or otherwise make available Confidential Information of the other party. Each party agrees to secure and protect the other party's Confidential Information using the same standard of care, but in no event less than reasonable care, that it uses to protect its own Confidential Information. Each party agrees to require their respective Personnel who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information. Either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation, provided that, as permitted, it notifies the other party in writing as soon as practicable prior to such disclosure. Notwithstanding the foregoing, Netsmart shall not prohibit or restrict or engage, nor shall anything contained herein be construed to permit or allow Netsmart to engage in a practice that prohibits or restricts Client from any Protected Communications that are entitled to unqualified protection as defined and required under the ONC Final Rules (45 C.F.R. Parts 170 and 171). Client recognizes that Netsmart has a legitimate interest in the Protected Communications and that if Netsmart is not made aware of the issues that may be detailed in a Protected Communication, Netsmart is not able to resolve, correct or explain them. Netsmart encourages Client to report all such issues included in Protected Communications through Netsmart's standard support process. Netsmart reserves all rights to assert that any prohibition or restriction imposed by Netsmart on Protected Communications is permitted because it is not entitled to unqualified protection under 45 C.F.R. 170.403(a)(2)(ii).

- b. HIPAA. The parties agree to comply with the Business Associate Agreement (“BAA”) attached hereto and incorporated by reference.

10. INTELLECTUAL PROPERTY

Netsmart retains all right, title and interest, including intellectual property rights and all other rights in the Software Services, Services and Work Product. Netsmart grants to Client a non-exclusive, non-transferable license to use Work Product for Client’s own internal business purposes in conjunction with the Software Services during the Term and for no other purpose.

11. FORCE MAJEURE

Except for obligations to pay for Services performed or products delivered, neither party will be responsible for delays or failures in performance resulting from an event of Force Majeure. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.

12. GENERAL PROVISIONS

- a. Governing Law. This Agreement will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to the conflict of law rules thereof.
- b. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings contained in any other written or oral communication. In the event of any conflict between or among the documents comprising this Agreement, the latest dated agreement will prevail. This Agreement may not be modified except in writing and signed by authorized representatives of the parties.
- c. Notices. Any notices required or permitted to be sent hereunder will be in writing and will be sent, deposited with a national carrier (trackable, return receipt requested). Notices to Client and Netsmart will be sent to the addresses first set forth on the first page of this Agreement. Notices to Netsmart will be mailed "Attention: Corporate Counsel" and also emailed to Contracts_Notice@ntst.com. Notices will be effective upon the date when delivery is either effected or refused.
- d. Waiver. A waiver or consent to any term, condition, right or remedy under this Agreement must be in writing to be effective. Failure of either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. No waiver or consent for any one matter will be a waiver or consent for any subsequent or different matter.
- e. Allocation of Risk. Each party represents and warrants that it is a sophisticated party. The prices paid, warranties, warranty disclaimers, limitations of liability, remedy limitations and all other provisions of this Agreement were negotiated to reflect and support an informed and voluntary allocation of risks between Client and Netsmart. Client and Netsmart waive all protection of any federal or state trade practices statutes and expressly release any and all claims Client or Netsmart could bring or file against the other party seeking to assert a claim for relief under a federal or state trade, merchandising practices or consumer protection act statute.
- f. Insolvency. In the event that either party will cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under a Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, which is not discharged within ninety (90) days, then (at the option of the other party) this Agreement will terminate and be

of no further force and effect and any property or rights of such other party, whether tangible or intangible, will forthwith be returned to it.

- g. Assignment. Client may not assign this Agreement or any of the licenses herein, without the prior written consent of Netsmart, except to an assignee who acquires all or substantially all of the assets of Client, is not a competitor of Netsmart and has financial resources at least equal to those of Client. Any permitted assignee will assume in writing, all obligations of the assignor.
- h. Exclusion. Netsmart acknowledges that to the best of its knowledge neither Netsmart nor its employees providing services hereunder are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) as ineligible to participate in any federal health care program.
- i. Medicare Access to Records Clause. If this Agreement is deemed subject to 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D 420.300 et seq., then in accordance with such law, Netsmart shall, until the expiration of four (4) years after the furnishing of any Medicare reimbursable services pursuant to this Agreement, upon written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Netsmart's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement.
- j. Publicity. Upon prior written approval, Client authorizes Netsmart to identify Client as a client, and to use Client's name and logo in any of Netsmart's advertising copy, promotional material or press releases.
- k. Arbitration and Injunctive Relief. Netsmart and Client will work cooperatively to resolve any dispute arising out of or relating to this Agreement ("Dispute") amicably at appropriate management levels. If a Dispute remains unresolved and a party wishes to initiate a formal dispute, the party will submit the Dispute to binding arbitration in the State of Kansas under the Federal Arbitration Act ("FAA") and under the then-current Commercial Arbitration Rules of the American Arbitration Association, Inc. ("AAA"). The arbitrator will follow the Federal Rules of Evidence. The provisions of this Agreement will control over both the rules and procedures of the FAA, AAA and the Federal Rules of Evidence. Each party will bear their own fees, expenses and costs incurred in connection with the arbitration, but the parties will share equally the fees and expenses of the arbitrator. Judgement on any arbitration award may be entered and enforced in any court of competent jurisdiction. No action, regardless of form, arising out of this Agreement, except for amounts owed under this Agreement, will be brought more than one (1) year after the cause of action accrues. Each party acknowledges that any breach of its obligations with respect to the other party's confidentiality and intellectual property rights may result in irreparable injury for which monetary damages will not be adequate and the non-breaching party is entitled to seek injunctive relief in addition to any other relief a court may deem proper.
- l. Practice of Medicine and Accuracy of Information. Client acknowledges and agrees that the Software Services, Services and Third Party Products are information management tools, many of which contemplate and require the involvement of professional medical personnel. The duty to diagnose and treat a patient lies solely with Client and use of information provided by Netsmart, in no way replaces or substitutes for the professional judgment or skill of Client. Client is solely responsible for the accuracy, quality and legality of the content and Data it uploads and any liabilities in connection therewith (including reasonable attorneys' fees and disbursements).
- m. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed to be omitted, and the remaining provisions of this Agreement will not be affected in any way.
- n. Execution. This Agreement may be executed in two or more counterparts, each of which will be deemed an original. This Agreement may be executed and delivered by facsimile or other electronic signature (whether digital or encrypted), which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

- o. Headings. The headings of the paragraphs and sections of this Agreement are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement.

Schedule A: Application Support Services

The following is a description of the Support Services to be performed by Netsmart during the time period in which Client is purchasing Support Services.

1. Netsmart will support and maintain the most current version of the Software Services in substantial conformance with applicable Federal laws. Client acknowledges and agrees that, in the event Client has chosen to utilize a less than current version of the Software Services or has missed any mandatory upgrades, Client will bring the Software Services up to Netsmart's then-current version in order for Client to maintain compliance with applicable Federal law.
2. Priority 1 issues must be called in directly to the Netsmart Support department. For all other support concerns, Client can call or use Netsmart's designated support system to log issues specifying a Problem or Defect in the Licensed Software.
3. If self-hosted, Client will provide and maintain, at its expense, hardware and/or software to allow Netsmart to access Client's system remotely.
4. Netsmart will also provide Client with:
 - a. updates that are distributed without charge to other similar clients which reflect modifications and incremental improvements made to the Software Services by Netsmart;
 - b. an opportunity to obtain enhancements to the Software Services for which fees are imposed on the same terms as such enhancements are generally made available to other clients
5. Client agrees to grant Netsmart access to the Software Services on Client's system(s) for the sole purpose of performing Netsmart's obligations under this Agreement. Netsmart will ensure all connectivity to Client's system is through a single point of connectivity utility which audits Netsmart's activity on Client's system(s) when Netsmart is connected to Client's system(s). These audit logs are retained for 90 days.
6. If reasonable analysis by Netsmart indicates that a reported Problem or Defect is caused by a problem related to hardware used by Client, the hardware's system software, or applicable software other than Software Services, or Client's misuse or modification of the Software Services, Netsmart's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the Software Services.
7. If analysis by Netsmart indicates that a reported problem is caused by a reproducible Problem or Defect, Netsmart will use commercially reasonable efforts to provide Support Services in accordance with the following prioritization of reported problems:
8. Priority 1 issues must be called in directly to the Netsmart Support department. For all other concerns Client can call or use Netsmart's designated online support system to log issues specifying a Problem or Defect in the Software Services.
9. Netsmart will provide a toll-free problem-reporting and support telephone line available 8:00 a.m. to 5:00 p.m., Central time Monday through Friday, exclusive of Federal holidays.

Priority	Definition
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1 - Critical	Priority 1: will be assigned when the Software Services or a material functional component thereof is non-operational as a result of a defect, in the production environment only, such as the production system cannot be accessed or utilized in any capacity, a direct patient safety issue is present, or a HIPAA compliance violation as a result of a server incident or Netsmart application defect. Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days. Notwithstanding the above, Netsmart will work continuously toward resolution. <u>Client's Commitment:</u> • This case Priority must be called in directly to the Netsmart Support department. • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 2 after three business days.
2 - High	Priority 2: will be assigned to defects in the live production environment that have a significant negative impact on daily operations but do not cause a "System Down". A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days. <u>Client's Commitment:</u> • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 3 after six business days.
3 - Medium	Priority 3: will be assigned for system defects that result in functions that have no major impact on daily operations. An issue that allows the continuation of function, including issues in which a reasonable workaround is available. Commercially reasonable efforts will be made to correct Priority 3 problems, or to provide a plan for such correction, within ten (10) business day. <u>Client's Commitment:</u> • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 4 after eleven (11) business days.
4 - Low	Priority 4: will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system set up/configuration, training, functionality questions, documentation, portal access, and upgrade requests. Commercially reasonable efforts will be made to address Priority 4 issues, or to provide a plan for such correction, within fifteen (15) business day. <u>Client's Commitment:</u> • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required.

Schedule A-1: Service Level Agreement for Software Services**1. Definitions.**

- i. **Major System Change** means a material change to the system, including a backend upgrade, operating system upgrade, new release upgrade, SAN upgrade, database upgrade.
- ii. **Service Package** means software designed to fix identified Problems or Defects in the Software Services, including documentation and release notes made available with such patch or service pack.
- iii. **System Stabilization Period** is the period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change.

2. Coverage.

This Section sets forth the System Availability commitments for Software Services. If monthly System Availability (as defined below) falls below 99.9%, Netsmart will provide a credit against the Client's next monthly recurring Software Services fees to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table.

For the absence of doubt, Software Services include 24x7x365 Support Services for Priority 1 issues.

System Uptime %	Credit %
>= 99.0% and < 99.9%	5%
98.0 to 98.9%	10%
96.0 to 97.9%	15%
< 95.9 or below	25%

3. System Availability Calculation

- a. Netsmart will calculate System Availability as set forth below for each month during the Term.
- b. System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

$$\text{System Availability} = [(\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time})] \times 100$$

Base Time equals the product of the number of days in the applicable month times 24 hours times 60 minutes.

Unscheduled Downtime equals the time (in minutes) during which the production system is not operational (excluding "Scheduled Downtime") from the Netsmart-provided hosting facility internet connection based on the measuring methodology documented below.

Scheduled Downtime equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Netsmart will work with Client to determine and use commercially reasonable efforts to schedule downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month

depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc

- c. Client is permitted to audit Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of Unscheduled Downtime. This audit must take place within 30 days of the month end.
- d. Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the recurring SaaS/Hosting fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.
- e. Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the fees. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.
- f. If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.
- g. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

4. Exceptions

Client shall not receive any credits under this Schedule in connection with any failure or deficiency of System Availability caused or associated with:

- a. an event of Force Majeure;
- b. Failure of access circuits to the Netsmart network, unless such failure is caused solely by Netsmart;
- c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;
- d. Issues with FTP, POP, or SMTP Client access;
- e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Software Services;
- f. E-mail or webmail delivery and transmission;

-
- g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers; and
 - h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.
5. **Scheduled Maintenance.** Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire cloud computing environment. The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM – 5:30AM EST.

6. **Credit Request and Payment Procedures.**

In order to receive a credit, Client must submit a request for credit to Netsmart Accounting at AR@ntst.com, within thirty (30) days after the incident supporting the request. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing fees.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this Schedule cannot exceed the total SaaS fees paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this Schedule if Client applied for and received a credit. Nothing in this Schedule precludes Client from pursuing an alternate contract remedy for any future incident that may occur.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “BAA”) effective on the Effective Date is entered into by and between Netsmart Technologies, Inc. with principal offices at 11100 Nall Avenue Overland Park, KS 66211 (“Netsmart”) and West Virginia - Department of Veterans Assistance (DVA) with principal offices at (“Covered Entity”).

RECITALS

- A. The purpose of this BAA is to comply with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and all of the regulations promulgated under either of them, all as amended from time to time (collectively, “HIPAA”), the Confidentiality of Substance Use Disorder of Patient Records (42 CFR Part 2), the 21st Century Cures Act: Interoperability, Information Blocking, and the ONC Health IT Certification Program (the “ONC Interoperability Rules”) (45 CFR Part 170 and 171).
- B. This BAA and the Services Agreement (defined below) sets forth the terms and conditions pursuant to which Protected Health Information (“PHI”) that is provided by Covered Entity or created, used, disclosed, received, maintained or transmitted by Netsmart to, from or on behalf of Covered Entity will be handled.
- C. Terms used in this BAA, not otherwise defined, shall have the same meaning as set forth in the Privacy Rule, Security Rule and Omnibus Final Rule (the “Final Rule”) which are incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

- 1. **Services.** Netsmart provides services for Covered Entity that involve the use and disclosure of PHI. Except as otherwise specified herein, Netsmart may make any and all uses of PHI necessary to perform its obligations and improve and analyze its solutions and services under any and all current mutually executed agreement(s) between the parties (“Services Agreement”). Additionally, Netsmart may use or disclose PHI for the purposes authorized by this BAA, to improve and analyze its solutions and services, and for the proper management and administration of Netsmart or to carry out its legal responsibilities. Further, Netsmart may use PHI as Required by Law; provided, however, that if such disclosures are not Required by Law, then Netsmart will obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the PHI and the person will notify Netsmart of any instances of which it is aware in which the confidentiality of the information has been breached.
- 2. **Responsibilities of Netsmart.** With regard to its use and/or disclosure of PHI, Netsmart hereby agrees to do the following:
 - a. **Permitted Uses and Disclosure of PHI.** Use and/or disclose the PHI only as permitted or required by this BAA, the Services Agreement, or as otherwise Required by Law;
 - b. **Appropriate Safeguards.** Netsmart will establish and maintain appropriate safeguards and will comply with the Security Rules with respect to Electronic PHI, to prevent use or disclosure of such Electronic PHI other than as provided for by the Services Agreement and this BAA;
 - c. **Documentation of Disclosures to Covered Entity.** Netsmart agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to

a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F. R. §164.528;

- d. Provide Accounting of Disclosures. Netsmart agrees to provide to Covered Entity such information as is requested by the Covered Entity to permit Covered Entity to respond to a request by the subject individual for accounting purposes of the disclosures of the individual's PHI in accordance with 45 C.F. R. §164.526 and §164.528. The evaluation of and requests hereunder for accounting review of PHI maintained by Netsmart will be the responsibility of Covered Entity.
- e. Amendment of PHI. To the extent Business Associate maintains PHI in a Designated Record Set, at the request of Covered Entity, and in a time and manner mutually agreed to by the parties, Business Associate agrees to make any amendment(s) to PHI in order for Covered Entity and Business Associate to meet their respective requirements under 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall forward such request in a timely manner to Covered Entity. Covered Entity will be solely responsible to respond to any individual's request. If Covered Entity provides an amendment to an individual's PHI pursuant to 45 C.F. R. §164.526, Netsmart shall incorporate such amendment;
- f. Access to PHI. Covered Entity is primarily responsible for responding to Individuals' requests for access to a copy of their PHI. Covered Entity is solely responsible for all determinations regarding the grant or denial of an Individual's request for their PHI and for the content of an Individual's designated record set. Any requests that Netsmart receives for individual access under 45 C.F.R. §164.524 shall be referred directly to Covered Entity. Netsmart shall provide access to PHI in a Designated Record Set to meet Covered Entity's obligations under 45 C.F.R. §164.524 and the requirements of the Interoperability and Information Blocking provision under 45 C.F.R. Part 171;
- g. Subcontractor and Agents. Netsmart will require that any agent, including a subcontractor, to whom it provides access to electronic PHI agrees in a written contract to implement and use Administrative, Physical and Technical Safeguards that reasonably protect the confidentiality, integrity and availability of the Electronic PHI;
- h. Reports of Improper Use or Disclosure, Security Incidents or Breach. Report to the designated privacy officer of Covered Entity, in writing, any use and/or disclosure of the PHI that is not permitted or required by this BAA, Breach of Unsecured PHI or a Security Incident of which Netsmart becomes aware within thirty (30) days of Netsmart's discovery of such unauthorized use and/or disclosure. For purposes of this BAA "Security Incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Netsmart so long as no such incident results in unauthorized access, use or disclosure of PHI;
- i. Mitigation. Mitigate to the extent practicable, any harmful effect that is known to it of a use and/or disclosure of PHI in violation of the requirements of this BAA;
- j. Access to Books and Records. Make available all of its internal practices, records, books, policies and procedures relating to the use and/or disclosure of PHI received from, or created or received by Netsmart on behalf of Covered Entity, available to the Secretary of HHS for purposes of determining Covered Entity's compliance with HIPAA;
- k. Comply with Obligations. To the extent that Netsmart is to carry out an obligation of Covered Entity under Subpart E of 45 C.F.R. Part 164 (the "Privacy Rule"), comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation;
- l. Data Aggregation. Netsmart may use or disclose PHI to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law;

- m. De-identification of Data. Netsmart may de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose unless prohibited by applicable law.

3. **Responsibilities of Covered Entity.**

- a. Provisions of Notice of Privacy Practices. Covered Entity will promptly inform Netsmart of any changes or limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 to the extent any such limitation may affect Netsmart's use or disclosure of PHI;
- b. Notice of Changes to Individuals PHI. Covered Entity will promptly inform Netsmart of any changes in, or withdrawal of, the consent or authorization provided to Covered Entity by individuals whose PHI may be used and/or disclosed by Netsmart under this BAA pursuant to 45 C.F.R. §164.506 or §164.508 to the extent such changes may affect Netsmart's use or disclosure of PHI. Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Netsmart with PHI; and
- c. Notification to Restrictions of PHI. Covered Entity will promptly notify Netsmart in writing and in a timely manner, of any restrictions on the use and/or disclosure of PHI agreed to by Covered Entity as provided for in 45 C.F.R. §164.522 to the extent such restriction may affect Netsmart's use or disclosure of PHI. If Netsmart reasonably believes that any such restriction agreed to by Covered Entity may materially impair Netsmart's ability to perform its obligations under the Services Agreement or this BAA, the parties will mutually agree upon any necessary modification of Netsmart's obligations under such agreements.
- d. Request to Use or Disclose PHI. Covered Entity shall not request Netsmart to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the Final Rule if done by Covered Entity, except as permitted under this BAA.

4. **Term and Termination.**

- a. This BAA will become effective on the Effective Date and will continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by written mutual agreement of the parties. Notwithstanding the foregoing, this BAA will remain in effect as long as Netsmart is in possession of any PHI that belongs to Covered Entity.
- b. Upon either party's knowledge of a material breach by the other party of this BAA, such party will provide written notice to the breaching party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) days. If the breach has not been cured within such cure period, the non-breaching party may terminate this BAA.
- c. Netsmart will return to Covered Entity its PHI (when feasible) within sixty (60) days of the termination of this BAA and then (when feasible) destroy such PHI. If Covered Entity refuses to accept its PHI or cannot be reached regarding return of its PHI, Netsmart will (when feasible) destroy such PHI. If the return or destruction of the PHI is not feasible, the protections of this BAA shall automatically be extended to such PHI and the further uses and disclosures shall be limited to only those purposes that make the return or destruction of the PHI infeasible.

5. **Miscellaneous Provisions.**

- a. **Incorporation.** The terms of this BAA are fully incorporated in and subject to the terms of the Services Agreement.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
- c. **Notices.** Any notices required or permitted to be sent hereunder will be in writing and will be sent, deposited with a national carrier (trackable, return receipt requested). Notices to Client and Netsmart will be sent to the addresses first set forth on the first page of this Agreement. Notices to Netsmart will be mailed "Attention: Corporate Counsel" and also emailed to Contracts_Notice@ntst.com. Notices will be effective upon the date when delivery is either effected or refused.
- d. **Amendment.** The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the mandatory requirements of the Privacy Rule, the Security Rule and the Final Rule. This BAA may not be modified or amended, except in writing as agreed to by each party. Any inconsistency in this BAA and the mandatory provisions of the Privacy Rule, the Security Rule, and the Final Rule shall be resolved to permit the parties to comply with such rules.
- e. **Binding Effect.** This BAA shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- f. **Severability.** Should any provision of this BAA be found unenforceable, it shall be deemed severable and the balance of the BAA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- g. **Entire Agreement.** This BAA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

Certification Signature Page

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

(Printed Name and Title) Cathleen Panowicz, Regional Development Leader, Public Sector

(Address) 11100 Nall Ave. Overland Park, KS 66211

(Phone Number) / (Fax Number) (913) 707-4684 / (913) 696-3492

(email address) cpanowicz@ntst.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Netsmart Technologies, Inc.

(Company)
Kevin Kaufman

(Signature of Authorized Representative)

Kevin Kaufman, Chief Financial Officer February 27, 2026

(Printed Name and Title of Authorized Representative) (Date)

(800) 842-1973 / (913) 696-3492

(Phone Number) (Fax Number)

DLNetsmartPublicSectorRFP@ntst.com

(Email Address)

Signed Addendum



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1904891			Reason for Modification: Addendum No. 1
Doc Description: Electronic Medical Records System			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-23	2026-03-02 13:30	CRFQ 0613 VNF2600000005	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: VS0000010026
Vendor Name : Netsmart Technologies, Inc.
Address : 11100 Nall Ave.
Street :
City : Overland Park
State : Kansas **Country :** United States **Zip :** 66211
Principal Contact : Cathleen Panowicz
Vendor Contact Phone: (913) 696-3445 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X *Kevin Kaufman*

FEIN# 13-3680154

DATE 2/27/2026

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

ADDITIONAL INFORMATION
Addendum No. 1
To provide responses to the Vendor Technical Questions, see attached.
Bid opening date and time remains 3/2/2026, at 1:30 pm., EST.
No other changes.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	One time all-inclusive Implementation/transition fee	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
4.1.6: One time all-inclusive Implementation/transition fee

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	License Monthly fee, Base Year One	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
4.1: License Monthly fee, Base Year One

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Patient portal monthly fee, Base Year One	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.30: Patient portal monthly fee, Base Year One

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Additional Modules, if needed, Base Year One per module fee	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.26: Additional Modules, if needed, Base Year One per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	License monthly fee, Year Two	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
4.1: License monthly fee, Year Two

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Patient Portal Monthly Fee, Year Two	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
4.1.30: Patient Portal Monthly Fee, Year Two

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Additional Modules, Year Two, per module fee	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.26: Additional Modules, if needed, Year Two, per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	License monthly fee, Year Three	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1: License monthly fee, Year Three

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Patient Portal Monthly Fee, Year Three	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.30: Patient Portal Monthly Fee, Year Three

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Additional Modules, Year Three per module fee	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.26: Additional Modules, if needed, optional Year Three per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	License monthly fee, Optional Renewal One Year Four	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1: License monthly fee, Optional Renewal Year Four

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Patient Portal Monthly Fee, Optional Renewal One Year Four	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

4.1.30: Patient Portal Monthly Fee, Optional Renewal Year Four

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY				VETERAN'S NURSING FACILITY 1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Additional Modules Optional Renewal One, Year 4 per module f	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
 Additional Modules, if needed, Optional Renewal Year Four per module fee

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., EST.	2026-02-19

SOLICITATION NUMBER: CRFQ VNF2600000005

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“VNF2600000005”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time.
- ☐ Modify specifications of product or service being sought.
- ☒ Attachment of vendor questions and responses.
- ☐ Attachment of pre-bid sign-in sheet.
- ☐ Correction of error.
- ☐ Other.

Description of Modification to Solicitation:

- 1) To provide responses to vendor technical questions regarding, (see attached)
- 2) Bid opening date and time remains March 2, 2026, at 1:30pm
- 3) No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM NO. 1

CRFQ VNF 26*05: Medical Records Management System

Vendor Technical Questions and Responses

The following clarifications and amendments are hereby incorporated into the solicitation documents for the above-referenced project:

I. User Demographics and Specifications

Question 1 (Spec Ref: 4.1.1): User Demographics – of the 400 users, please provide the following breakdown: How many clinical users versus administrative are there?

Answer 1: The actual number of current users is **224**. The specification of 400 users was an estimation to include possible portal users. The current breakdown is as follows:

- **Clinical:** 182
- **Administrative:** 12
- **Activities (Recreation):** 10
- **Therapy:** 7
- **Dietary:** 5
- **Pharmacy:** 4
- **Social Services:** 3
- **Physician:** 1

Question 2 (Spec Ref: 4.1.1): How many prescribers?

Answer 2: 1

Question 3 (Spec Ref: 4.1.1): How many non-prescribers?

Answer 3: 220

Question 4 (Spec Ref: 4.1.1): How many pharmacists?

Answer 4: 4

II. Pharmacy Systems and Vendors

Question 5 (Spec Ref: 4.1.12): Who is your pharmacy vendor?

Answer 5: UNIQCARE

Question 6 (Spec Ref: 4.1.12): What pharmacy software platform do you utilize?

Answer 6: QS1

III. Software Modules and Integration

Question 7 (Spec Ref: 2.12): Based on your definition of module, are vendors able to include 3rd party partners (wound care) for items where required data points flow back and forth between systems and are available in the client record, but there may be needs for users to access both systems separately for different workflows?

Answer 7: YES

IV. Recovery Standards

Question 8 (Spec Ref: 4.1.10): Industry standards for return point objectives (RPO) are 30 minutes. We would request that this requirement be amended to reflect standards in SaaS environments.

Answer 8: THE AGENCY IS AMENABLE TO USING INDUSTRY STANDARDS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2600000005

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. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ 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 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.

Netsmart Technologies, Inc.

Company

Kevin Kaufman

Authorized Signature

February 27, 2026

Date

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

***WVNF Netsmart myUnity
Senior Living SOW***

West Virginia Veterans Nursing Facility and Netsmart Implementation Scope of Work



Netsmart

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Overland Park, KS 66211
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DOCUMENT CHANGE HISTORY

Date	Version	Author	Revision Description
2/27/2026	1.0	B. Pearl	Initial draft

DRAFT

myUnity Senior Living Standard

STATEMENT OF WORK (“SOW”)

Netsmart Technologies, Inc. (“NTST”) and West Virginia Veterans Nursing Facility (“CLIENT”)

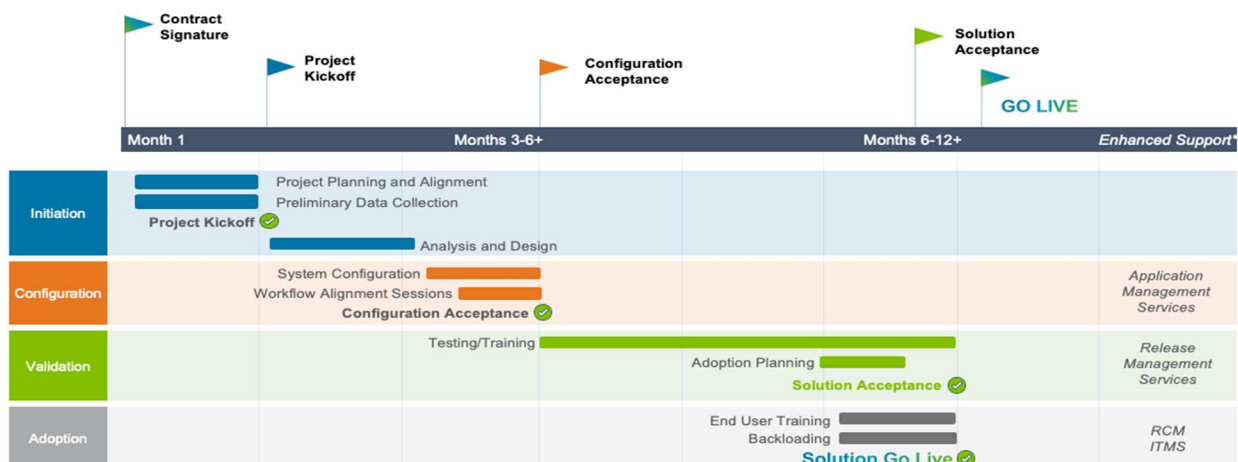
1 Purpose

The purpose for this statement of work is to outline the requirements and deliverables for the implementation and project management of the Client’s Implementation. The scope is based on the latest generally available software release, a detailed project timeline, Netsmart Resource Center Content, and use of Netsmart’s Plexus implementation methodology. The detail of this SOW is listed below.

2 Project Scheduling and Duration

The project start and end dates are estimates and are subject to adjustment based upon the Effective Date of the Agreement and the mutual cooperation of both parties throughout the implementation. Netsmart requires a minimum of sixty (90) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. The project schedule will reflect the scope and estimated timing of Netsmart’s work from the point of contract signature to completion of consulting implementation services. This implementation is projected to take approximately nine (9) months. The detailed project plan will define the scope and estimated timing of Netsmart’s work. Once the project plan is finalized, extended delays and changes in scope may result in changes to scheduling and services. Charges for additional services will be billed at Netsmart’s then-current rates for such services.

Baseline Solution Implementation Timeline



* Enhanced Support Services not estimated in initial bid, but available to clients and often leveraged to enhance adoption and optimal leverage from the solutions.

3 Introduction

myUnity® Senior Living provides access to an individual's complete care journey in a single, enterprise resident record spanning skilled nursing and adult day care. With myUnity® Senior Living, organizations can utilize a single, unified electronic health record (EHR) that connects all senior living lines of business with other care settings, streamlining operations across your entire organization. This one-stop senior living software enables automated electronic referral management, streamlined admissions, access to view and manage residents' care journeys and billing across multiple care settings.

4 Scope of Services

WEST VIRGINIA VETERANS NURSING FACILITY will be implementing this Scope of Work for the following Senior Living Locations and care settings:

Agency Name	Address	ADC/ Beds	Care Settings
West Virginia Veterans Nursing Facility	One Freedom Way Clarksburg, VW 26301	100 SNF 20 AL	SNF, AL (Alzheimer's/ Dementia)

4.1 myUnity

myUnity	Standard Core Functions
The scope of services outlined in this statement of work provide standard myUnity business and clinical operations care record functionality for Client's contracted Care Settings listed above, (Section 4 – Scope of Services).	
myUnity Predefined Functions	• The myUnity platform offers predefined content, industry-standard content and workflows tailored to various care settings, adhering to best practices to ensure consistency, efficiency, and quality solutions. • Global system parameters • Organization Levels including at a minimum of 8 used to build out Enterprise Level Organizational Structure. • Workflow process • Roles and Security ○ Role home screen layout, including clinical menus/packets. • Clinical Forms (300+ available) ○ MDS, adult assessments, pediatric assessments, shift documentation, flowsheets, scales and tools, and communication notes • Plan of care library including problems, goals, and interventions per care setting. • Clinical Events & Schedules

	○ Workflow tracking notifications, including fax, order sent, order returned. • Reference Codes ○ LOA Types specific for skilled nursing care setting ○ Physician Specialty types ○ Adjustment reason codes ○ Referral sources • Activity Events and Schedules • Diagnosis Code Library • Medication Library ○ Includes FDB drug classes and drug to drug and drug to allergies. ○ Order Sets template • Vital Sign Alerts • Treatment Library ○ Includes wound care, diets, diagnostics, labs, referrals, and restorative • Touchscreen module includes inpatient ADL and Aide Documentation • Personnel module includes certification, education, and screening reporting. Also includes pay rates and employment status. • Scheduling module includes patient/resident calendar, personnel calendar, and census calendar for management of visit/appointments. • myUnity clinical, financial, and business operations processes, based on care setting, including the following examples: ○ Intake/Admission ○ Nursing Admission Process ○ Clinical Quality Management ○ Financial Admissions Review ○ Daily Census and Financial Management Processes ○ Weekly Census and Financial Management Processes ○ Monthly Financial Management Processes ○ Revenue Generation/Adjustment Processes ○ Billing Generation Processes ○ Cash posting Processes. ○ Financial Month End Close Processes • Netsmart defined Products & Services Library ○ Excludes CPT codes • Standard payer setup includes: ○ Medicare ○ Medicaid/ Medicaid Waiver ○ Commercial ○ Medicare Advantage ○ Self-pay/ private pay ○ Workers' Compensation • Revenue Generation includes: ○ Visit based charge creation ○ Census based charge creation. ○ Recurring charge management and creation
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	○ Ability to perform Charge Import ○ Revenue Adjustment • Billing Formats for myUnity supported payors. • Payment Application (Cash) ○ Payment posting to AR. ○ Misc. Cash management ○ ERA 835 – Import (standards may vary and be outside the scope of this statement of work) ○ Standard payment import ○ Cash reconciliation • Month End Close: ○ Standard General Ledger setup with basic reconciliation for ten (10) predefined accounts ○ One (1) predefined General Ledger export format ○ Defined and required workflow for Month End procedures Report Tie out process • myUnity clinical, financial, and business operations reporting. ○ Clinical reporting library includes medication administration record, physician orders, and level of care. ○ Financial reporting library that includes aging, revenue reporting and GL reporting. ○ Business operations library includes outpatient
Core Configuration	myUnity Consulting reviews modification requests for predefined content, ensuring alignment with Netsmart myUnity standards and client business needs, maintaining adherence to best practices. Clinical • Modifications of predefined clinical content includes: ○ Processes – will modify up to 25 of the core content processes ○ Forms – will modify up to 75 of the 300 core content forms ○ Care plans including problems, goals and interventions – will modify up to 250 care plan items ○ Activity & assessment schedules ○ Administration capture ○ Order-sets – will modify up to 15 order sets Financial • Request for additional product & services will be evaluated for configuration against Netsmart’s recommended practices • Modifications to Billing Formats for myUnity supported payors. ○ Any customization or deviations from existing templates will require the purchase of additional scope. • Import and configuration of data elements based on client data collection ○ Payer/Plan setup ○ Businesses ○ Physicians ○ Rates • General Ledger setup includes:

	○ Definition of account structure in addition to predefined accounts up to 100 accounts ○ GL Mapping of the defined accounts ○ Definition of the export file layout for one (1) accounting vendor. • If RevConnect is purchased, the following payer setup includes: ○ Clearinghouse integration setup ○ Additional payer setup, including payer ID's for enrolled payers. ○ Mapping for eligibility for RevConnect supported payers.
myUnity Recommended Workflow Alignment	• Netsmart will provide demonstrations and education on myUnity recommended workflows per care setting: ○ Referral and Intake ○ Admission ○ Medication administration ○ Daily documentation ○ Scheduling and Authorization management ○ Clinical management daily/weekly/monthly activities ○ Revenue Cycle daily/weekly/monthly activities ○ Month End Close ○ Clinical Reporting ○ Financial Reporting ○ Census and Episode Management • Client will review current policy and procedure information to determine necessary modifications to align to myUnity Recommended Workflows.
Training	• Maintenance Training: ○ Netsmart will provide training to maintain and take ownership of the myUnity solution. ○ Client will take responsibility for modifications of the myUnity solution following Maintenance Training Event. Including, but not limited to core configuration ○ Training will be conducted through a series of instructor led, remote sessions. ○ Training will include how to locate supporting documentation, using the appropriate tools to manage system maintenance, and educating troubleshooting tools and techniques. • Super User Training ○ Super User training will be conducted through a series of live instructor led remote sessions ○ Training courses will be supplemented with available user guides based on standard content available through the myUnity Training Portal, unless custom content is purchased ○ Super User training is functional education of the myUnity platform and workflows designed by the client's core project team along with the Netsmart project team. Super User training is intended for Client identified subject matter experts (SME)

	○ Super User Training allows for up to thirty (30) individual active participants per session ○ Client will demonstrate knowledge of myUnity clinical and business operations at the conclusion of training as a part of the go live preparation event ● End User Training ○ Netsmart will conduct on site end user training leading up to each of the 3 go live events ○ Role-based courses will be provided for up to 900 participants across 3 locations ○ Courses will be structured for participants to have hands-on learning opportunities and simulated workflow scenarios in the myUnity solution ○ Netsmart and Client will define role based courses and content jointly based on the user roles defined during the initiation phase of the project ▪ Netsmart will offer one (1) make up session per course unless the number of participants does not warrant a formal training session ● End User Training Client Responsibilities ○ Partner with Netsmart to determine the course(s) that will be included ○ Assign all End Users to at least one course ○ Provide classroom space for any on-site training. The space should include: ▪ A laptop/PC for each participant ▪ High speed internet ▪ The ability to share the instructor's screen using either an overhead projector and screen or a wall-mounted LED monitor. ○ Ensure the classroom space is properly set up, and that required equipment is functioning prior to each training session ○ Communicate and reinforce expectations regarding course attendance, timeliness, attentiveness, etc. to staff. ○ Provide any necessary computer basics courses prior to training ▪ Provide a Super User to attend each session that will be primarily responsible to address policy and procedural questions ● Netsmart will provide the following end user training materials for each of the defined courses ○ Course Schedule ○ Agenda ○ Participant Guide per course customized to the client's workflow ○ 25 FAQ videos ○ 1 job aid per user role ● Netsmart will provide all training materials exclusively in electronic format
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	○ Netsmart to record all end user training sessions for re-use for new employees
Conversion of Patients and User Profiles	• Netsmart will educate Client on conversion expectations and activities ○ Including clinical aspects such as (allergies, medications, plan of care, and diagnosis). • Netsmart will provide support for Client owned conversion tasks through once a week check in calls during the validation phase of the project leading up to go live
Go Live	• Netsmart will provide on-site go live support for three (3), three (3) day go live events. • Netsmart resources will provide 24 hour/day coverage for each of the 3 days on site. • There will be a 60-day stabilization period between each go live event
Post Go Live Support	• Netsmart will provide weekly check-in calls and go live item tracking for up to sixty (60) days post each go live event.
First Month Billing Support	• Netsmart will provide remote First Month Billing support for each go live event.

myUnity Senior Living	Client Responsibilities
Clinical	Clinical Back Loading • Validate demographic import (add data as necessary) • Add MDS, clinical, and Touch screen schedules. • Add Physician orders. • Add Resident Summary • Add Care Plans (optional) • Add baseline height and weight (optional)
Data Imports	• West Virginia Veterans Nursing Facility is responsible for providing data in the standard Netsmart import templates and owns validity of data and validation of data post conversion. ○ User/Personnel ○ Businesses ○ Physicians ○ Patient Demographics ○ Reimbursement Rule/ Rates ○ Plan info for organization. ○ Payers and Plans
System Validation	• Netsmart will provide a tracking mechanism outlining the pre-defined myUnity Senior Living workflows that should be validated per care setting. • West Virginia Veterans Nursing Facility will own validation of test plan.

	- West Virginia Veterans Nursing Facility will own validation of test scripts. After Solution Acceptance is complete. West Virginia Veterans Nursing Facility is responsible for the following. - West Virginia Veterans Nursing Facility is responsible for validation and updating agency specific information, including, and not limited to address and phone numbers of locations, Medicare, and Medicaid Provider ID's - West Virginia Veterans Nursing Facility is responsible for updating payer and plan information post solution acceptance. - West Virginia Veterans Nursing Facility is responsible for updating plan specific and default reimbursement rules related to the locations post solution acceptance.
Policy & Procedure Review and Alignment	- West Virginia Veterans Nursing Facility will review current policy and procedure information to determine necessary modifications to align to myUnity Senior Living Recommended Workflows. - West Virginia Veterans Nursing Facility will own execution of change management, including tracking, communication(s) and accountability

4.1.1 Functionality Descriptions

Census	Ability to track multiple admissions across care settings. Referral management, admission processes, resident payer/plan management, census tracking which includes multiple report options. Support for leave of absence processes which include admissions management through discharge. Training on census management workflows and census system maintenance.
Clinical	Access to myUnity Library of Standard Clinical Forms and Clinical Care Plan content developed according to Federal regulations, industry standards and best practice. This includes MDS as well as admission assessment and tracking forms. Electronic orders management with pre-defined order sets. Electronic administration of orders. Touch Screen module for ADL tracking. Training in clinical workflows and clinical system maintenance.
Home Screen	Provides dashboard widgets that aid in day-to-day operations with census management, administration of clinical duties and assistance with tracking revenue cycle related activity. All existing widgets are provided and come with recommended configuration. Training in widget configuration is included.
Point-of-Care – Clinical	This module provides ADL tracking at the point of care. This includes standard, pre-defined forms for tracking ADLs, meal intake, BM's as well as clinical activities.

eMAR/eTAR – Clinical	Provides the ability for nursing to electronically administer and document scheduled medication and treatment administrations within the myUnity Senior Living solution.
Advanced Monitors and Alerts	Provides ability to alert designated staff to specific workflow triggers. Content is pre-defined. No modifications to existing rules or new rules are included within this scope.
Preconfigured Content	Content necessary for the end user to complete their normal course of day-to-day business. Included are pre-configured process, security access based on role, clinical forms, medication order sets, and revenue cycle configuration which includes standard payer sources, transaction account types and GL export options.
Additional Planned Customization	In addition to Preconfigured Content / Additional Planned Customization: 5 Pages Assessment / Forms; 10 Form Events / Schedules, 10 Processes, 2 Advanced, Monitors and Alerts (AMAs)
First DataBank	Provides a standardized drug library for use within myUnity Senior Living that includes interaction checking. This is used for all medication orders entered into myUnity Senior Living.
Data Conversions	Three (3) conversions are included in this project- Physicians, Census, and Balance Forward. The standard formatting and process for uploading will be reviewed as part of the process.
MDS Import (SNF)	West Virginia Veterans Nursing Facility to provide Netsmart all applicable data from the legacy system vendor. MDS files must be in standard MDS XML format. One (1) SNF (with eighteen (18) months of MDS data) is included.
INTERACT® Forms Library	INTERACT® is an acronym for “Interventions to Reduce Acute Care Transfers.” The interventions is a quality improvement program designed to improve the identification, evaluation, and communication about changes in resident status.
Offline MAR/TAR Facesheet (OMTF)	The OMTF tool is used to allow West Virginia Veterans Nursing Facility’s to continue to provide Medicine, Treatments, and other administrations to the resident base of the facility in the event of a disaster. This is accomplished by creating a face sheet, MAR, TAR, and/or OAR every two hours for each facility. This is then downloaded to a West Virginia Veterans Nursing Facility machine that stores these files in XML. These files can be retrieved in the event of a disaster and distributed per the West Virginia Veterans Nursing Facility’s needs throughout the organization. The OMTF Tool consists of two parts: • Server-side installation

	○ For Hosted West Virginia Veterans Nursing Facility's this is done by Netsmart. ○ For Self-hosted West Virginia Veterans Nursing Facility's instructions are provided by Netsmart when the OMTF Tool is being implemented. • West Virginia Veterans Nursing Facility-side installation ○ This is done by the West Virginia Veterans Nursing Facility for both hosted and self-hosted environments and requires at least one dedicated OMTF device where the files are to be stored.
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4.2 Physician Mobile Application

Physician Mobile Application	Scope of Services
Physician's Mobile Application is a secure, App-based prescribing and medication management system.	
Patient Profile	• Demographics viewing • Diagnoses viewing • Allergies viewing • Vitals viewing
Medications	• Medication Profile viewing • View medication details
Electronic Prescribing of Controlled Substances	• View nursing initiated pending medication orders • Approve or deny medication orders • Renewal Requests, Change Requests, Formulary Checking, Medication History, Prescription resend is not supported.

4.3 Electronic Prescribing of Controlled Substances

Electronic Prescribing of Controlled Substances	Scope of Services
EPCS: Assumes West Virginia Veterans Nursing Facility is already contracted for Physician's Mobile Application and has ordered EPCS tokens for each Provider.	
Key Features	• DEA Certified • Schedules II-V. • Two Factor Authentication.
Project Planning	• Determine Go-Live Target • Review Workbook Detailing: each EPCS prescriber's First Name, Last Name, Username, license, DEA Number and Email Address.
Solution/Technical Configuration	• The completed workbook will be uploaded to Netsmart's identity proofing partner for identity verification.

	○ Once identities are verified, Netsmart's identity proofing partner will send a registration email to each EPCS User. ○ The users then complete the EPCS registration. ○ Upon reaching a status of LOA 3, Netsmart will connect its identity proofing partner with the Physician's Mobile Application solution.
Maintenance Training	• Following configuration, admins and/or users will undergo training sessions with the solution.
Go Live	The definition of being 'live' with EPCS is that at least one prescriber is EPCS enabled at the Organization.
Assumptions	• Professional services quotes do not include travel, living and travel time expenses, as all services will be delivered remotely, unless otherwise approved. • Training will cover those items that are available in OrderConnect-NX at the time of training. As Additional items are added to OrderConnect-NX and if training is requested on those items, the additional training may require a new SOW and funding. • Individuals scheduled to attend training will attend and participate in the entire session as defined the agenda. • Netsmart will share available recommended practices during the implementation. • The project will be executed according to the four (4) phase based Netsmart Plexus Methodology as outlined above. • RELIANCE HOSPICE AND PALLIATIVE CARE will assign an individual who has authority and accountability for signing-off on project completion. This shall be a named individual.

4.4 CareConnect Inbox

CC Inbox	Scope of Services
CareConnect Inbox: Inbox that will facilitate bi-directional electronic referrals across a robust provider network which leverages Direct Secure Messaging.	
Key Features	• Ability to associate individual mailboxes to direct secure addresses so that end users can communicate securely. • Expanded contact list to send CCD directly to other care providers. • Reply, forward, and attach documents to messages. • Email like user interface for easy review and composing of messages. • Create inboxes for additional providers without developer assistance. • Attach additional documents to messages as well as CCD documents.

Training	• Remote webinars ○ Two in total ▪ One for Admin Training ▪ One for End User
CareRecord & Solution Configuration	• Configure CareRecord to add the inbox for providers to view within EHR. • Setup initial amount of users, not to exceed 15. • Setup initial contact list from another agency.
Assumptions	• Netsmart resources will assist with validation of direct messaging functionality once at least one address has been provisioned by the Trusted Agent. ○ This can be completed either through a referral partner or a Netsmart-issued Direct address used for validation on the production network. • Netsmart and Client will devote sufficient resources and timely communication to the project in order to assure its success. • It is assumed that each West Virginia Veterans Nursing Facility environment will be updated to the most recent maintenance releases prior to the beginning of the engagement. • Client will provide resources as identified in the work breakdown structure of the project plan. • Client will own all testing and validation during the Upgrade process. • Individuals scheduled to attend training will attend. • West Virginia Veterans Nursing Facility has purchased the appropriate subscriptions for CareConnect. • All work by Netsmart will be conducted remotely. • Software will be implemented in a Production domain. • Netsmart will be responsible for Netsmart's portion of the interfaces between the CareRecord Software and the third party system. • Client will be responsible for the referral partner's portions of the interfaces, this includes but is not limited to development coordination, project timelines, testing, and implementation management with third party. • Netsmart will cooperate with referral partner to implement the interfaces but Client shall remain as Netsmart's primary contact and shall be present during all interface discussions with referral partner . • Client will manage its third parties to ensure they can meet any timelines set forth in the project schedule.

4.5 CareConnect Pharmacy Integration

CareConnect Pharmacy Interface	Scope of Services
CareConnect Pharmacy Interface: The Pharmacy Solution will provide electronic submission of Census changes from MyUnity Enterprise Senior Living to the Pharmacy Point of Service (POS) solution, electronic submission of Medication Orders (NewRX, RefillRX, CancelRX) from MyUnity Enterprise Senior Living to the Pharmacy POS and, electronic receipt of fill messages (FillRX) from the Pharmacy to MyUnity Enterprise Senior Living.	
Training	Up to 4 hours of direct client training, focused for Project Team Members (up to 10 users), provided remotely by Netsmart to review how the pharmacy exchange will functionally be managed within your environment.
CareRecord & Solution Configuration	- CareRecord Solution will need to be upgraded to the most recent release version. - Configure CareRecord to send Pharmacy data to a 3rd party vendor. - Establish secure connection to CareConnect through NTST CareFabric. - Client responsible for data reconciliation with 3rd party vendor.
3rd Party Vendors	- Non-preferred vendor selection may require time to develop the connection. - Client is responsible for initiating the business relationship with the 3rd party and ensuring 3rd party is engaged in the project. - Client will provide Netsmart with all relevant 3rd party contact information.
Assumptions	- The client has fully implemented the MyUnity Enhanced Physician Order Entry solution and the eMAR (POC Administration Tracking) at all locations for which the Pharmacy Exchange will be activated. - All electronic communications will be conducted using industry standard, secure messaging protocols - Netsmart will have one connection point for all facilities. - The Pharmacy and Pharmacy POS will meet the Specifications and Requirements as defined by Netsmart and the NCPDP Script 2017071 standards. - The pharmacy will certify or has been certified with Netsmart using the above mentioned standards - The pharmacy is certified within the Surescripts network. - The client has purchased an OrderConnect eRX project. - Any adjustments required by Netsmart are outside the scope of this document and will require additional time, resource and cost. - All additional costs are the responsibility of the Client and/or Pharmacy and will be communicated and documented when identified. - It will be the client's responsibility to confirm availability of a test environment on the pharmacy side, and notify Netsmart prior to project kickoff, if a 4 hour testing session should be supported.

	○ Note: Vendors Omnicare and PharMerica certify with Netsmart at the vendor level and as such do not allow individual test environments for client testing. Netsmart does not plan in a 4 hour test session with these vendors. • For post pilot activations, the assumption is that testing has already occurred, and Netsmart does not allocate resources for additional testing. • Client orders and patient demographic information is fully up to date and in sync in the Pharmacy and MyUnity Enterprise Senior Living systems • The Client and Pharmacy will allocate appropriate resource for kickoff, install verification, training, workflow alignment (if applicable), activation and confirmation of interface and connectivity. • Netsmart will be responsible for Netsmart's portion of the interfaces between the MyUnity Enterprise Senior Living Software and the third party system. • The Client will manage its third parties to ensure they can meet the timelines set forth in the project schedule. • Client will be responsible for the third party vendors' portions of the interfaces, this includes but is not limited to development coordination, project timelines, testing, and implementation management with third party. • Netsmart will cooperate with third party vendors to implement the interfaces but shall remain as Netsmart's primary contact and shall be present during all interface discussions with third party vendors. • Pharmacy exchange activations are typically scheduled for Tuesday – Thursday. Any activations outside of these days would require approval from all parties. • This scope of work includes one Pharmacy connection. • Every pharmacy and pharmacy vendor installation is considered a separate project subject to its own timelines. This is because each pharmacy and vendor has unique connectivity and workflow requirements that must be discussed individually without impacting the others. • Additional solutions and services will need to be purchased for Narcotics / Schedule II Drugs and Compound substances IVs / IV treatments.
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4.6 KPI Dashboards

KPI Dashboards	Scope of Services
KPI Dashboards provide at-a-glance metrics to clinical, financial, and operational decision-makers to determine if the organization is moving in the right direction to achieve organizational goals. The solution organizes and presents information to the user in a way that is easy to read and share with others. 10% of allocated user accounts can be marked as Professional Users. This distinction provides access to duplicate, edit, and publish new sheets.	

Standard Data Extracts	Standard Data Extracts sets include but are not limited to: • Client • Demographics • Diagnosis • Medication • Vitals • Services • ADT • Programs • Treatment Plans • Progress Notes • Staff • Locations • Payments • Payors • Assessment Data. • This includes Netsmart creating and providing an organizational identification code and access to Netsmart cloud-based servers with KPI Dashboards and necessary software and technologies for installation and implementation preparation. Client is responsible for: • Scheduling and approving all myUnity updates necessary for KPI Dashboard configuration. • The quality of all data coming from Client • Ensuring that Client's use of KPI Dashboards and any resulting reports, files, or data related or KPI Dashboards is in accordance with all applicable state and federal laws • The creation of business strategies from insight obtained from utilizing KPI Dashboards. • Where appropriate the configuration and set up of Site-to-Site VPN connection for data extraction needs.
Single Sign on Functionality	• Single Sign on Functionality will be enabled by the Netsmart Team. • Once turned on Netsmart will set up and configure users up to the limit of the contracted amount. • User access to KPI Dashboards from within the myUnity will be granted via a Netsmart configured widget. • The Netsmart team will enable the widget, it will be the Client's responsibility to assign appropriate user access to the widget.

Remote Training	• Client will receive remote training for up to 15 super users. • Remote training consists of one training session. • The training will cover the features and functionality of KPI Dashboards, business use cases and scenarios that can be explored using KPI Dashboards, as well as training on creating custom “myKPI” objects. • The training sessions will be scheduled with Client’s management. Travel expenses related to the travel will be invoiced separately as incurred. • Building on the KPI Dashboards views, Netsmart will work with Client key resources to review the data in concert with a current process and identify from the existing data set the views needed to create myKPI’s. • The scope of services includes working with the Client to develop no more than 10 hours’ worth of Client specific myKPI’s from the available data in the Client’s care record data, to being customization work of the tool. • Additional creation from the Netsmart team will be made available through an Advance Data Support (ADS) contract.
Implementation Tasks	• KPI Dashboard Implementation is initiated after myUnity go-live of first facility. • Project Initiation Activities ○ Kickoff ○ Set key event dates. ○ Review Project Plan and workbook. • Solution Review ○ Provide Client logins. ○ Review High level feature functionality of KPI Dashboards ○ Point out high level anomalies discovered in initial review of data by Netsmart. ○ Confirm Client has high level understanding of KPI Dashboards to review internally. ○ Review modeled assessments currently selected for inclusion in KPI Dashboards, where appropriate • Remote Training Event ○ Review of All Product Chart Objects including functionality and data origin ○ Review of All Feature Functionality for Navigation in KPI Dashboards ○ Training on utilizing the “MyKPI” functionality available in KPI Dashboards ○ Confirmation of Client. understanding and use of KPI Dashboards • Go live ○ Client full use of KPI Dashboards ○ Netsmart transfer ownership of KPI Dashboards to Client.

	○ Confirm completion of Implementation requirements including building of “myKPIs.” • Transition to Support ○ Client confirmation of the completion of the consulting engagement ○ Netsmart handoff from consulting to support.
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4.7 myHealthPointe

myHealthPointe	Scope of Services
myHealthPointe 2.0 offers West Virginia Veterans Nursing Facility's the ability to provide their consumers/residents/patients and their care team members and families with access to information related to their care, 24 hours a day through a secure, web and mobile-based solution.	
Delivery	<u>Setup and Configuration</u> Netsmart will collaborate with the West Virginia Veterans Nursing Facility to set up and configure the myHealthPointe solution. Associated EHR configuration is the responsibility of the West Virginia Veterans Nursing Facility. <u>Implementation Support</u> Netsmart will provide resolution to Netsmart related issues within the implementation and functional use of the myHealthPointe application.
myHP Features & Deliverables	Assumptions: West Virginia Veterans Nursing Facility has purchased the appropriate subscriptions and services for myHealthPointe. • myHP Assessments/Surveys – Netsmart will build and train to a maximum of two (2) Assessments (ex. AMT-10 and ADLs assessment). ○ Assessments are not to exceed (25) twenty-five questions and answers each • myHP Alerts/Dashboards – Netsmart will deliver to a maximum of (40) forty professional services hours • myHP eSignature Capabilities
Implementation Tasks	• Project Kickoff ○ Set key event dates ○ Determine Go Live Date ○ Review Delivery Project Kit • Configuration and Validation ○ Includes available feature/functionality configured, validated • Remote Trainings ○ Configuration and Validation Trainings throughout ○ Formal Remote Training ○ West Virginia Veterans Nursing Facility Competency Checklist

	• Go Live ◦ West Virginia Veterans Nursing Facility functional use of myHP application • Transition To Support ◦ Netsmart handoff from Consulting to Support
Testing	<u>Testing</u> Netsmart and West Virginia Veterans Nursing Facility will follow the predefined Project Kit that is outlined during Project Kick Off. Testing will be executed within the West Virginia Veterans Nursing Facility's environment and will be led by the West Virginia Veterans Nursing Facility project management team with assistance from the Netsmart project team (remotely). <u>Objectives</u> • Complete testing according to predefined testing plan • Confirm Go-Live readiness • Ensure all critical path issues have an action plan <u>West Virginia Veterans Nursing Facility responsibilities</u> • Lead and direct integration testing activities • Manage Issues List • Conduct application integrated testing • Conduct operational testing • Document test results • Update issues list with any unresolved test findings <u>Netsmart responsibilities</u> • Troubleshoot identified issues and resolve Go-Live dependent issues • Communicate status of issues and their estimated resolution date to the West Virginia Veterans Nursing Facility Acceptance Criteria: Netsmart and West Virginia Veterans Nursing Facility agree the myHealthPointe application is ready for Production Go-Live
Training	The myHealthPointe Training provided by Netsmart follows the Train-the-Trainer model throughout the implementation. As needed, Netsmart will conduct one (1) formal remote Train-the-Trainer training, including: • System Administrators ◦ myHealthPointe User Setup ◦ myHealthPointe Maintenance • Practice Portal Users ◦ Practice Portal ◦ Consumer Portal

	West Virginia Veterans Nursing Facility will provide the required technical resources to support the training session (including devices for participants (laptop or desktop computers), internet access, and connection to a projector/monitor for facilitation).
Production Go-Live	<u>Go-Live Deliverables</u> Production Go-Live is the event when training has been completed, West Virginia Veterans Nursing Facility user logins have been provided by Netsmart and test plan has been completed. <u>Objectives</u> • Begin functional use of myHealthPointe • Transition from Netsmart consulting to Netsmart support <u>West Virginia Veterans Nursing Facility responsibilities</u> • Complete and execute go-live plan • Document go-live issues <u>Netsmart responsibilities</u> • Support go-live • Document go-live issues • Transition to ongoing Netsmart technical support for the myHealthPointe application
Assumptions	• Each West Virginia Veterans Nursing Facility environment must be updated to the most recent maintenance releases prior to the beginning of the engagement • Netsmart and West Virginia Veterans Nursing Facility will devote sufficient resources and timely communication to the project to assure its success • West Virginia Veterans Nursing Facility will own all testing and validation during the implementation process. • Individuals scheduled will attend all project events • All work by Netsmart will be conducted remotely unless otherwise noted or agreed upon by both parties • West Virginia Veterans Nursing Facility has purchased the appropriate Netsmart subscription for the myHealthPointe application.

4.8 Offline MAR/TAR Facesheet

myUnity	Scope of Services
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Offline MAR/TAR Facesheet (OMTF)	The OMTF tool is used to allow West Virginia Veterans Nursing Facility's to continue to provide Medicine, Treatments, and other administrations to the resident base of the facility in the event of a disaster. This is accomplished by creating a face sheet, MAR, TAR, and/or OAR every two hours for each facility. This is then downloaded to a West Virginia Veterans Nursing Facility machine that stores these files in XML. These files can be retrieved in the event of a disaster and distributed per the West Virginia Veterans Nursing Facility's needs throughout the organization. The OMTF Tool consists of two parts: • Server-side installation ○ For Hosted West Virginia Veterans Nursing Facility's this is done by Netsmart. ○ For Self-hosted West Virginia Veterans Nursing Facility's instructions are provided by Netsmart when the OMTF Tool is being implemented. • West Virginia Veterans Nursing Facility-side installation ○ This is done by the West Virginia Veterans Nursing Facility for both hosted and self-hosted environments and requires at least one dedicated OMTF device where the files are to be stored.
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4.9 WoundZoom Integration

Integration Components:

- Outbound ADT Feed: Transmits patient admissions, discharges, and transfers from Netsmart CareRecord to WoundZoom.
- Inbound MDM Feed: Receives PDF wound assessment documents from WoundZoom into the CareRecord.
- ADT messages will follow HL7 v2.5.1 standards (backwards compatible), carrying key patient demographic (PID) and visit (PV1) data elements.
- ADR responses will be returned per HL7 protocols.

WoundZoom Digital Wound Management	Scope of Service
WoundZoom Mobile Application is designed for point-of-care use, enabling clinicians to efficiently manage wound care activities at the bedside or within care settings. Key Capabilities: • Cross-platform: Available for both iOS and Android compatible devices. • Workflow Management: Streamlines patient management through standardized documentation and AI-driven imaging. • Clinical Tools: Supports wound assessments, supply selection, clinical notes, and treatment plan documentation. • Integration: Real-time data synchronization via APIs with the WoundZoom Connect Portal.	

WoundZoom CONNECT Web Portal is a secure, web-based platform providing centralized access to patient and facility data.

Key Capabilities:

- **Data Access & Management:** Enables clinical documentation, workflow oversight, and patient record management.
- **Analytics & Reporting:** Offers imaging analytics, trend analysis, and dashboards for patient and facility performance tracking.
- **Operational Tools:** Supports ordering, billing, and workflow management.
- **Integration:** Provides interoperability through APIs for seamless data exchange and reporting.

myUnity Category and Subcategory Codes

Category Codes:

Code	Description
\$C	Wounds – Clinician Documentation
\$P	Wounds – Patient Documentation

Subcategory Codes:

Code	Description	Reserved Description
\$1	Abrasion	Abrasion
\$2	Abscess	Abscess
\$3	Arterial	Arterial
\$4	Blister	Blister
\$5	Bruise	Bruise
\$6	Burn	Burn
\$7	Cancer lesion	Cancer Lesion
\$8	Diabetic	Diabetic
\$9	Laceration	Laceration
\$A	Open Lesion	Open Lesion
\$B	Moisture Associated Skin Damage (MASD)	Moisture Associated Skin Damage (MASD)
\$C	Mole	Mole
\$D	Pressure	Pressure
\$E	Rash	Rash
\$F	Skin Tear	Skin Tear
\$G	Surgical	Surgical
\$H	Venous	Venous
\$I	Hematoma	Hematoma
\$J	Trauma	Trauma

Pre-Deployment Planning

- WoundZoom to verify deployment requirements and validate customer-specific configurations.
- Client to identify key stakeholders, including IT administrators, clinical champions, and end users.
- WoundZoom to develop a detailed project timeline with milestones and dependencies.

Integration Setup

- WoundZoom, with support from Netsmart, to configure the integration, perform initial testing, and complete deployment with client technical resources.
- WoundZoom and client to create user profiles and establish access permissions.
- Client, with WoundZoom input, to define the training plan, timeline, and resource needs.

	Client to deploy the WoundZoom Mobile Application on designated facility smart devices.
WoundZoom Training and Onboarding	- WoundZoom to conduct training sessions aligned with the project timeline and user roles. - Integrate WoundZoom workflows within existing clinical processes. - WoundZoom and client to validate user competency and readiness prior to go-live.
Netsmart Training	- Netsmart provides up to 2 hours of direct client training, focused to Customer Project Team Members, provided remotely by Netsmart to review how the inbound documents will functionally be managed within the myUnity environment and accessed by different user roles. - CareConnect team to provide up to 4 hours of direct client consulting on recommended changes to user processes, setup, and workflow in preparation for the Activation event. - WoundZoom Implementation training to be provided based on the WoundZoom training purchased
Responsibilities	- Netsmart: - Install, configure, and validate the CareConnect solution in a production environment. - Coordinate and execute onboarding and activation processes with WoundZoom. - Ensure HL7 message compliance with Netsmart CareConnect ADT and MDM specifications. - Support interface testing and activation (typically Tuesday–Thursday). - Client: - Participate in all planning, testing, and review sessions. - Manage the third-party vendor relationship and ensure resource availability. - Conduct end-user training and update internal process documentation. - Perform testing and validation during the upgrade and go-live process. - Maintain the most current system release prior to project initiation. - WoundZoom: - Lead configuration of the WoundZoom platform and integration with CareConnect. - Conduct user training sessions and validate readiness. - Provide post-go-live technical support for WoundZoom-specific workflows.

4.10 CareConnect Outbound ADT

CareConnect Outbound ADT	Scope of Services
CareConnect Outbound ADT to WoundZoom: The Patient Administration (ADT) Outbound message is used for trigger events such as admissions, discharges, and transfers to exchange the patient state within a facility and to keep patient demographics and visit information synchronized. The message structure will vary based on the trigger event, but all ADTs will carry patient demographics (PID) and patient visit information (PV1) to notify ancillary systems of a change in patient data or state. There will be an ADR message sent back in response. Netsmart requires that ADT messages follow the HL7 standard version 2.5.1, which is backwards compatible.	

Key Features	<u>CareConnect HL7 Messages</u> <i>Messages types will vary by each CareRecord and can be provided by request.</i> * ADT-A01 – Patient Admit * ADT-A02 – Patient Transfer * ADT-A03 – Patient Discharge * ADT-A04 – Register a Patient * ADT-A05 – Patient Pre-Admission * ADT-A06 – Change Outpatient to Inpatient * ADT-A07 – Change Inpatient to Outpatient * ADT-A08 – Patient Information Update * ADT-A11 – Cancel Patient Admit * ADT-A13 – Cancel Patient Discharge * ADT-A17 – Swap Patients * ADT-A21 – Patient Leave of Absence * ADT-A22 – Patient Returns From Leave of Absence * ADT-A27 – Cancel Pending Admit * ADT-A28 – Add Person or Patient Information * ADT-A31 – Update Person Information * ADT-A34 – Merge Patient Information – Patient ID Only * ADT-A38 – Cancel Pre-Admit * ADT-A47 – Change Patient Identifier List * ADT-A52 – Cancel Patient Leave of Absence * ADT-A53 – Cancel Patient Returns from a Leave of Absence <u>Methods of Connection (in order of Netsmart preference):</u> • HTTP Post ○ Endpoints for HTTP communication must be provided by vendor. • SOAP Web Services ○ SOAP endpoint must be provided by vendor. ○ UserID and Password required for authentication must be provided by vendor. ○ CDC SOAP – Specification Information can be found in: https://www.cdc.gov/vaccines/programs/iis/technical-guidance/soap/services.html • MLLP – TCP/IP ○ VPNs require special approval and will add additional time to the project. ○ Endpoints and port for connectivity must be provided by vendor.
Training	• Remote webinar to train on CareRecord workflow and ongoing maintenance

CareRecord & Solution Configuration	• CareRecord Solution will need to be upgraded to the most recent release version. • Configure CareRecord to send ADT data to a 3rd party vendor. • Establish secure connection to CareConnect through NTST CareFabric. • Client responsible for data reconciliation with 3rd party vendor.
3rd Party Vendors	• Client is responsible for initiating the business relationship with the 3rd party and ensuring 3rd party is engaged in the project. • Client will provide Netsmart with all relevant 3rd party contact information.
Assumptions	• Includes the standard Netsmart HL7 Outbound ADT in CareConnect ADT Specifications document. Anything outside of the standard message offerings would need to be estimated and would be billable as a separate cost. • Dietary orders will not be included in our Outbound ADT. They will need to be evaluated as an additional scope and will require an additional cost.

4.11 Netsmart Identity and Access Management

4.11.1 NIAM Centralize

Netsmart Identity and Access Management – Deployment (Centralized)	Scope of Services
Netsmart Identity and Access Management (NIAM) is Netsmart’s centralized identity and multi factor authentication (MFA) solution. NIAM uses a service provider–initiated authentication flow and provides a Netsmart hosted identity provider for supported Netsmart applications, enabling enforcement of a single identity with MFA across the Netsmart solution set.	
Prerequisites	Netsmart will work with Client to ensure each affected Netsmart application has been updated to include any prerequisite updates for NIAM.
Project Launch	A call will be held between Netsmart and Client to discuss project timelines, key deliverables, resources involved, and target dates for UAT/PROD NIAM rollout on the respective Netsmart solution.
Centralized Configuration	Configure and Setup NIAM • Netsmart will advise Client IT resource on the configuration. • Netsmart will configure the NIAM PROD and NIAM UAT (all Non-production environments). • Netsmart will work with Client IT resource to complete and validate configuration as well as verify login to both NIAM environments. Configure Netsmart solutions for OIDC integration with NIAM • Netsmart will configure the OpenID Connect settings for each Netsmart solution and environment to be integrated with NIAM. • Netsmart will configure the Netsmart applications with their assigned OIDC credentials and other required settings according to a mutually agreed schedule for deployment in each application and environment.

	Netsmart will provide Client a user import tool in each Care Record environment to enable users for NIAM once configured.																																																																						
Validation	Each of the above steps will be tested in production environment with a select set of users. - Netsmart will work with Client to ensure production environment is tested and address issues that may arise from the testing and ensure a product success. - Subsequently, Netsmart will work with Client to validate NIAM in UAT (Non-production environments).																																																																						
NIAM Supported Netsmart Solutions	Netsmart myUnity Senior Living Environments and Product NIAM Support Status The following table describes the solutions purchased by the client, if it is supported by Nestmart Identify and Access Management (NIAM), and the cloud environments provided for that solution. <table><tr><th>Application</th><th>NIAM MFA Support</th><th>Production</th><th>UAT</th><th>Training</th></tr><tr><td>myUnity SL</td><td>Yes</td><td>Yes</td><td>Yes</td><td>Yes</td></tr><tr><td>iCare</td><td>No</td><td>Yes</td><td></td><td></td></tr><tr><td>KPI Dashboard</td><td>Yes through myUnity SL</td><td>Yes</td><td>No</td><td>No</td></tr><tr><td>CareConnect</td><td></td><td></td><td></td><td></td></tr><tr><td>CareConnect Inbox</td><td>Yes through myUnity SL</td><td>Yes</td><td>No</td><td>No</td></tr><tr><td>Order Connect – All Products</td><td>No</td><td>Yes</td><td>No</td><td>No</td></tr><tr><td>Simple Pro Suite PBJ</td><td>No</td><td>Yes</td><td>No</td><td>No</td></tr><tr><td>myHealthPointe 2.0</td><td>Yes⁽¹⁾, through myUnity SL</td><td>Yes</td><td>No</td><td>No</td></tr><tr><td>Reporting Servers</td><td></td><td></td><td></td><td></td></tr><tr><td>myUnity Senior Living Reporting Server</td><td>N/A⁽²⁾</td><td>Yes</td><td>No</td><td>No</td></tr><tr><td>3rd Parties</td><td></td><td></td><td></td><td></td></tr><tr><td>WoundZoom</td><td>N/A⁽³⁾</td><td>Yes</td><td>No</td><td>No</td></tr><tr><td>Direct Secure Messaging</td><td>N/A⁽⁴⁾</td><td>Yes</td><td>No</td><td>No</td></tr></table>	Application	NIAM MFA Support	Production	UAT	Training	myUnity SL	Yes	Yes	Yes	Yes	iCare	No	Yes			KPI Dashboard	Yes through myUnity SL	Yes	No	No	CareConnect					CareConnect Inbox	Yes through myUnity SL	Yes	No	No	Order Connect – All Products	No	Yes	No	No	Simple Pro Suite PBJ	No	Yes	No	No	myHealthPointe 2.0	Yes ⁽¹⁾ , through myUnity SL	Yes	No	No	Reporting Servers					myUnity Senior Living Reporting Server	N/A ⁽²⁾	Yes	No	No	3rd Parties					WoundZoom	N/A ⁽³⁾	Yes	No	No	Direct Secure Messaging	N/A ⁽⁴⁾	Yes	No	No
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(3)	3rd Party Partner solutions require standard local application account username/password authentication.										
(4)	Direct Secure messaging is a non-User facing transport service used by CareConnect Inbox. End users never interact with it directly. They only interact with CareConnect Inbox which utilizes DSM as a secure messaging service.										
Assumptions	• Client will provide appropriate IT resource which will serve as point-of-contact for configuration steps required during NIAM configuration and PROD/UAT rollout to the Netsmart solution. • The NIAM supported Netsmart solutions require specific product versions to support that must be deployed prior to NIAM configuration, testing, or implementation. • Netsmart will devote sufficient resources and timely communication to the project to assure its reasonable success. • Professional services quotes do not include travel, living and travel time expenses, as all services will be delivered remotely, unless otherwise approved. • Cancellation of calls must be given forty-eight (48) hours prior to scheduled call, otherwise the Client will still be charged for the time that has been resourced. • Client will provide sufficient resources and timely communication to the project to assure its reasonable success. • A training room or remote equipment will be provided by Client to their staff and available for the training sessions. Appropriate software must be loaded prior to the start of the training or training will be rescheduled. • Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda. • Netsmart will share available recommended practices during the implementation.										

	- Client will assign an individual who has authority and accountability for signing-off on project completion. This shall be a named individual. - Client is updated to current maintenance release at the beginning of the project.
Work Location	All work by Netsmart will be conducted remotely.

4.12 RevConnect

RevConnect SOW Workflow	EDI/RevConnect	Client
837/835 Claims Processing		
Establish weekly onboarding calls	X	X
Provide active payer list		X
Provide billing NPI, Tax ID, Medicaid Provider ID and PTAN		X
Identify administrative user(s) for RevConnect portal management		X
Create client profiles for all billable providers and billing locations	X	
Set-up and provide a RevConnect sFTP site and access for secure file transfers	X	
Prepare 837 payer enrollment agreements	X	
Prepare 835 payer enrollment agreements	X	
Assist client in the completion of payer enrollment agreements - Client will be required to sign enrollment forms (Signee must be registered with the payer) - Client may be required to enroll through the payer portal – client login credentials may be required	X	X
Submit enrollment agreements to payers	X	X
Track the Payer agreements for approval	X	X
Provide Payer IDs and Companion Guides needed for CareRecord configuration	X	
Make necessary configurations changes to CareRecord if required		X
Generate 837 files for testing		X
Create a claim testing environment for go-live preparation	X	
Assist Client in the Claims Testing Process	X	X
Identify clearinghouse edits / rejections Client is responsible for configuring CareRecord to accommodate edits	X	X
Set-up production environment for LIVE claims processing	X	
Assist with the RevConnect submission of the first LIVE billable claim per payer	X	X
Track the first LIVE billable claim per payer for claim status	X	X
Conduct remote RevConnect user training	X	
Provide ongoing EDI / RevConnect client support	X	
RevConnect SOW Workflow	EDI/RevConnect	Client
270/271 Batch Eligibility		
Provide active payer list		X
Provide billing NPI, Tax ID, Medicaid Provider ID and PTAN		X

Identify administrative user(s) for RevConnect management		X
Create client profiles for all billable providers and billing locations	X	
Set-up and provide a RevConnect sFTP site access for secure file transfers	X	
Prepare 270 payer enrollment agreements	X	
Assist client in the completion of payer enrollment agreements Client will be required to sign enrollment forms (Signee must be registered with the payer) Client may be required to enroll through the payer portal – client login credentials may be required	X	X
Submit enrollment agreements to payers	X	X
Track the payer agreements for approval	X	X
Provide Payer IDs and Companion Guide needed for CareRecord configuration	X	
Make necessary configurations to CareRecord if required		X
Generate 270 files for testing		X
Set-up production environment for LIVE eligibility file processing	X	
Test 270 file through the RevConnect sFTP	X	
Identify any 270 processing errors	X	X
Client is responsible for configuring CareRecord to resolve errors		
Conduct remote RevConnect user training	X	
Provide ongoing EDI / RevConnect client support	X	

4.13 Revenue Cycle Management

Revenue Cycle Management (RCM)	Scope of Services
The RCM Coaching is designed to provide the client with best practice workflows, as well as tips and tricks on how to complete RCM operations. The coaching will focus on helping the client to maximize efficiency and better optimize the EMR. Coaching includes virtual RCM support typically consisting of a structured 1.5-hour session each week. Netsmart's team of RCM experts will review the following topics over the course of the engagement. Following the engagement, Netsmart RCM will deliver a customized revenue cycle standard operating procedure (SOP) document developed through the course of the sessions.	

RCM Coaching	Items covered include: • Eligibility ○ Batch processing ○ Real-Time checking ○ Insurance corrections in the CareRecord • Billing ○ Pre-Billing readiness reporting ○ Pre-Billing error reporting ○ Pre-Billing error resolution ○ Claim creation ○ 837 Billing Errors ○ Clearinghouse submission ○ Clearinghouse rejection reporting ○ Clearinghouse rejection resolution and system correction • Cash Posting ○ 835 posting ○ 835 Warnings & Errors ○ 835 Error resolution ○ Posting denials ○ Manual posting ○ Cash reconciliation • Denials Management/AR Follow up ○ AR follow up notes ○ Claim corrections ○ Rebilling claims ○ Denial reporting ○ AR Reporting and aging ○ Final Adjustments ○ Credit resolution ○ Month-end close																			
	<table><tr><th colspan="4">System Maintenance & Access</th></tr><tr><th></th><th>RCM</th><th>Client</th><th>Frequency</th></tr><tr><td>Provide unique user credentials to Netsmart associates for the following: Access to</td><td></td><td>X</td><td>As Requested</td></tr></table>				System Maintenance & Access					RCM	Client	Frequency	Provide unique user credentials to Netsmart associates for the following: Access to		X	As Requested	X	X	As Requested	
System Maintenance & Access																				
	RCM	Client	Frequency																	
Provide unique user credentials to Netsmart associates for the following: Access to		X	As Requested																	
	Complete system configuration for add/change charge configuration		X	As Requested																

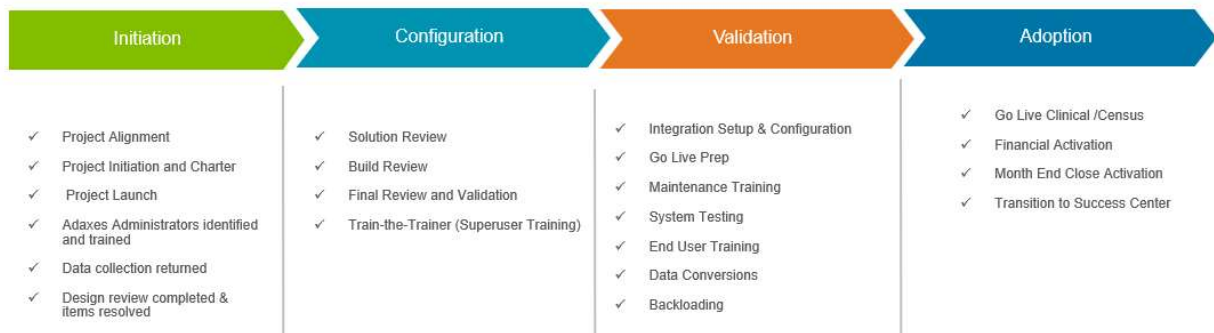
	Care Record Access to clearinghouse				Communicate system configuration changes related to regulatory releases	X	X	As Requested																											
	Review current billing, A/R and cash posting standard operating procedures with Netsmart delivery coach		X	As Requested	Complete requested system configuration for regulatory releases		X	As Requested																											
	Communicate needed changes to payer setup	X	X	As Requested	POST GO LIVE COACHING <table><thead><tr><th>RCM</th><th>Client</th><th>Frequency</th></tr></thead><tbody><tr><td>Provide Weekly Availability</td><td></td><td>X At Project Start</td></tr><tr><td>Complete at least 1 month-end close in the EHR</td><td></td><td>X Prior to Project Start</td></tr><tr><td>Be live on the EHR Platform 60-90 days</td><td></td><td>X Prior to Project Start</td></tr><tr><td>Develop weekly agendas based on anticipated post go live client needs</td><td>X</td><td>At Project Start</td></tr><tr><td>Schedule reoccurring 1 ½ hour sessions</td><td>X</td><td>X At Project Start</td></tr><tr><td>Review scheduled list of topics and provide feedback on non-applicable items</td><td></td><td>X At Project Start</td></tr><tr><td>Sign off on topics to be covered during the course of weekly sessions</td><td></td><td>X At Project Start</td></tr><tr><td>Complete weekly scheduled</td><td>X</td><td>X Every Encounter</td></tr></tbody></table>				RCM	Client	Frequency	Provide Weekly Availability		X At Project Start	Complete at least 1 month-end close in the EHR		X Prior to Project Start	Be live on the EHR Platform 60-90 days		X Prior to Project Start	Develop weekly agendas based on anticipated post go live client needs	X	At Project Start	Schedule reoccurring 1 ½ hour sessions	X	X At Project Start	Review scheduled list of topics and provide feedback on non-applicable items		X At Project Start	Sign off on topics to be covered during the course of weekly sessions		X At Project Start	Complete weekly scheduled	X	X Every Encounter
	RCM	Client	Frequency																																
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	Review scheduled list of topics and provide feedback on non-applicable items		X At Project Start																																
Sign off on topics to be covered during the course of weekly sessions		X At Project Start																																	
Complete weekly scheduled	X	X Every Encounter																																	
Complete system configuration for add/change payer setup		X	As Requested																																
Communicate needed changes to payer plan setup	X	X	As Requested																																
Complete system configuration for add/change payer plan setup		X	As Requested																																
Communicate needed changes to charge configuration including but not limited to: Service codes Service code fees HCPCS codes Revenue codes CPT Codes																																			

		coaching sessions			
		Record weekly sessions		X	Every Encounter
		Presenting Care Record during sessions when applicable	X	X	Every Encounter
		Provide Feedback for client specific process to be documented in SOP workflow		X	Every Encounter
		System Configuration updates or changes		X	As appropriate
		Customized RCM SOP creation and delivery	X		2 Weeks Post Engagement

5 Plexus Implementation Methodology

The project proposed is designed to assist West Virginia Veterans Nursing Facility with the deployment of the myUnity Senior Living solution. The nature of this statement of work is to implement the myUnity Senior Living STANDARD solution within a single database for use by Netsmart Technologies Inc.. The methodology outlined below is current as of this agreement and may deviate over time due to our dedication to continuous improvement.

The following section of this document details the main deliverables of the West Virginia Veterans Nursing Facility Implementation.



5.1 Initiation Phase

The Initiation Phase gives the West Virginia Veterans Nursing Facility Executives, Project Sponsors and Project Leadership an opportunity to create excitement for the organization and the project as well as pass

down key messages and expectations. It is an opportunity to begin preparing your project team. The West Virginia Veterans Nursing Facility of Health project team will be introduced to the Netsmart project team, and each team's responsibilities will be discussed. The Plexus implementation methodology is introduced. Project scope is discussed to set expectations. The data collection requirements for the implementation will be introduced during this phase. Proposed project timeline and event dates are reviewed. Additionally, project tools that will be used will be shown through demonstration and hands-on experience.

DRAFT

General Project Management	The Project Manager is active throughout the project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. The monitoring and measurement process employed by Netsmart Technologies ensures that projects are properly stewarded to time, quality, and budget. This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.
Hardware Network OS/Installation Netsmart Hosted	The West Virginia Veterans Nursing Facility is responsible for reviewing the desktop hardware, operating system, and Internet bandwidth requirements for the licensed programs to operate. Recommended hardware, operating software and bandwidth requirements are detailed in the "myUnity Senior Living IT and Technical Information." This ensures all equipment and connectivity methods meet minimum application and performance requirements before Netsmart Technologies provides myUnity environment access.
Software Delivery and Installation Netsmart Hosted	Netsmart Engineers will provide the West Virginia Veterans Nursing Facility myUnity solution within the Netsmart Plexus Cloud environment. Netsmart will also assist the West Virginia Veterans Nursing Facility in connecting to the hosting environment.
Weekly Project Meetings	The West Virginia Veterans Nursing Facility and Netsmart PMs will begin meeting weekly to gather all information required to kick-off the project and conduct the Project Initiation and Charter Event.
Project Initiation and Charter Event	The West Virginia Veterans Nursing Facility and Netsmart PMs will work together to complete the presentation for this event; the event reviews all roles / responsibilities, West Virginia Veterans Nursing Facility goals for this project and timelines are solidified.
Project Launch	Netsmart will provide a high-level demo of the solution. The Organization structure will be reviewed. Netsmart will review the following with the West Virginia Veterans Nursing Facility: form analysis, workflow analysis, report analysis. Data Gathering / Project Overview & Prep Build Preparation. Big Picture overview on financials, workflow analysis, claims analysis, reports. Project Launch event will be conducted on site.
Data Collection / Build Preparations	After the Launch event, the West Virginia Veterans Nursing Facility team will provide any data collection / decisions requested by the Netsmart project team. This data collection will be used to complete all necessary configurations in the test environment prior to Train the Trainer.

5.2 Configuration Phase

This phase will begin with a high-level demo of the pre-defined solution and best practice workflows in the myUnity Senior Living Solution. The West Virginia Veterans Nursing Facility team will provide any data collection documentation requested by the Netsmart team during the Initiation Phase. Netsmart utilizes the train-the-trainer approach and will train the West Virginia Veterans Nursing Facility Super Users during this time.

Solution Review	The Solution Review event will consist of a high-level demo of the pre-defined solution and best practice workflows, as well as introducing the data collection requirements for the implementation. If there are any concerns with the solution at this time, Netsmart will work with the West Virginia Veterans Nursing Facility project team to identify any Integrations and/or Optimizations that can be completed post-go live to meet the organization's needs.
Build Review	Netsmart will document all that was built in the solution and complete internal unit testing.
Application Training	Clinical: Functionality overview of Basic Navigation, Census Management, and Clinical Documentation (assessments, care plans, notes, orders, order administration) Financial: Functionality overview of Basic Navigation, Census Management, and Financial Tasks (revenue generation, cash posting, Billing and Month End Close)
Final Review and Validation	The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the West Virginia Veterans Nursing Facility's myUnity Senior Living solution and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the West Virginia Veterans Nursing Facility personnel. This is a Train-The-Trainer session designed to prepare your trainers & testers to conduct testing and begin preparing to do end-user training.
Train the Trainer (Superuser Training)	Superuser training is instructor-led live training. It will consist of in-depth training of the standard myUnity Senior Living solution for those that West Virginia Veterans Nursing Facility selects to become subject matter experts or Superusers within their areas of expertise. Participants are to be considered core members of the overall project team and should represent all roles to be trained. Superuser training to be conducted on site.

5.3 Validation Phase

The events in Validation phase include Go Live Preparation, Maintenance Training, System Testing, MDS import, data conversions, backloading and end user training. The focus of this phase is making sure the West Virginia Veterans Nursing Facility is prepared for the final transition of ownership at Go Live.

Go Live Prep	During Go Live Prep, members of the West Virginia Veterans Nursing Facility project team will “train” the Netsmart team on the myUnity Senior Living solution. This event is intended to ensure the West Virginia Veterans Nursing Facility project team understands the solution well enough to complete testing and end user training.
Maintenance Training	Maintenance training consists of training West Virginia Veterans Nursing Facility IT support staff to locate supporting documentation and to use the appropriate tools to manage system maintenance, educate on troubleshooting tools and techniques.
System Testing	A round of System Testing will be conducted according to the West Virginia Veterans Nursing Facility's System Testing Plan. System Testing will be executed at the West Virginia Veterans Nursing Facility's site and will be led by the West Virginia Veterans Nursing Facility project management team w/ remote assistance from the Netsmart project team. It will allow the system testers to flow a complete patient experience, “a day in the life” of a patient, using the system including all involved, major workflow processes. This event also allows the West Virginia Veterans Nursing Facility to validate their specific workflows and end-user training prior to conversion.
End User Training	The End User Training is managed by Netsmart, who will create the course content and agendas. Netsmart team will be responsible for providing the training to West Virginia Veterans Nursing Facility's end users.
Import MDS File	West Virginia Veterans Nursing Facility to provide Netsmart all applicable data from the legacy system vendor. MDS files must be in standard MDS XML format. One (1) SNF (18-months of MDS data) is included.
Data Conversions	The data conversion process will transfer the following data sets: Demographics (Census, Physicians, Responsible Parties, and Balance Forward) The West Virginia Veterans Nursing Facility is responsible for providing the data from their legacy solution in the requested format. Netsmart will not work directly with the legacy solution vendor. All communication with the legacy solution vendor will be led by the West Virginia Veterans Nursing Facility.
Backloading	Netsmart will manage all backloading data activities; backloading data is the process of adding patient specific data into the new solution.

5.4 Adoption Phase

The Adoption phase is the final phase in the implementation process. This phase begins with the Go Live (Census / Clinical) Event. Go Live is the event when solutions are moved into productive use by the end-user population. Maintenance Training is performed for the West Virginia Veterans Nursing Facility System admins. The first month end close is performed and the final step in the Adoption phase is to transition from the Netsmart Project team to the Netsmart Solution Success Center.

Go Live (Census / Clinical)	Go-Live is the event when backloading is completed, end users are trained on the final solution, and the solution is moved into productive use by the end-user population. During this phase, all legacy system use is discontinued. Go Live is supported by both project teams. Onsite Go Live support for end-users is provided by the West Virginia Veterans Nursing Facility, at the West Virginia Veterans Nursing Facility site, and is supported onsite by the Netsmart team. One (1) Netsmart Clinical associate will provide onsite go live support for the first three (3) days of the Go Live event.
Financial Activation	One (1) Netsmart Financial associate will provide onsite support for the first day of the financial activation.
First Month End Close & Billing	One (1) Netsmart Financial associate will provide remote Month End Close and Billing Event support. This support consists of one (1), three (3) day month end close event.
Transition to Support	Netsmart Consulting will be engaged with the West Virginia Veterans Nursing Facility and provide issue resolution assistance for up to sixty (60) days post Go Live. After sixty (60) days, the West Virginia Veterans Nursing Facility will work directly with Netsmart Support for any newly identified issues.

6 Project Assumptions

- End-User Training is provided by Netsmart.
- Client is responsible customization of all End User Training and materials to reflect their policies and procedures.
- Netsmart Technologies Inc. is responsible for defining all test scripts and testing efforts.
- Netsmart will provide timely communication to the Netsmart Technologies Inc. project team in order to ensure its reasonable success.
- New hardware, if required, will be the sole responsibility for the Netsmart Technologies Inc. to procure and deploy prior to the date defined in the Project Schedule.
- Netsmart Technologies Inc. will provide sufficient resources as identified in the work breakdown structure of the project plan to assist in deliverable execution.
- Netsmart Technologies Inc. project team members will not change for the duration of the implementation. If project team members must be added or removed, it may result in an extended timeline and funding if additional training, meetings etc....are required.
- Individuals scheduled to attend required meetings, trainings/sessions will attend and participate in the entire session as defined by the agenda/project plan.
- Netsmart Technologies Inc. will be responsible for any activities not listed in the scope of work.
- Netsmart Technologies Inc. is responsible for all ongoing maintenance and configuration unless otherwise contracted with Netsmart Consulting Services.

- Netsmart Technologies Inc. agrees to complete weekly task assignments due by dates and within the time frames specified in the project schedule.
- Netsmart Technologies Inc. will coordinate and provide necessary communications with internal / external staff on behalf of the project team.
- Netsmart Technologies Inc. will be responsible for the review of all agencies' policies and procedures and the updates, creation, or deactivation to them as required by the project as part of this implementation.
- Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the Client. Additionally, the Client must provide proof of this licensing. This includes Micromedex content (licensed from Netsmart), CPT or DSM codes.
- The project will be executed according to the event based Netsmart Plexus Implementation Methodology as outlined below in section 6 Plexus Implementation Methodology.
- For Netsmart Technologies Inc. to be successful, they must have all resources in place, and submit all deliverables in accordance with the timelines.
- Coordination of all 3rd party vendors will be the responsibility of Netsmart Technologies Inc. team who will drive all deliverables in a timely manner.
- Every vendor installation is considered a separate project subject to its own timelines and costs. This is because each vendor has unique connectivity and workflow requirements that must be discussed individually without impacting the other(s). Netsmart can provide an estimated cost for additional CareQuality/CareConnect facility activations if applicable.
- Modifications and changes to the scope of the project must be controlled through the Change Control process and approved by both Netsmart and Netsmart Technologies Inc.. Changes may affect the project schedule, timeline, funding, and go live dates.
- Any delays to deliverables exclusively by Netsmart Technologies Inc. that impact the Go Live date will incur additional costs by Netsmart Technologies Inc. for project extensions.
- Netsmart Technologies Inc. will assign an individual who has authority and accountability for signing-off on each of the Plexus Events / Gates. This shall be a named individual.
- Any deviation from the pre-defined content will require purchase of Advanced Integration solutions and / or Advanced Optimization customization services which will require additional funding.
- Netsmart will provide support / trainings /meetings etc. during standard business hours (8:00a-5:00p) Monday through Friday (excluding holidays) based on the Client's' time zone unless otherwise specified in this SOW or mutually agreed upon between the Netsmart and Client sponsors.
- For multiple locations, a Phased implementation is not in scope.
- This Scope of Work (SOW) is provided as a preliminary draft and is intended solely for discussion and planning purposes. The contents herein are subject to ongoing review, refinement, and modification. No part of this document shall be construed as final, binding, or legally enforceable until formally approved and executed by all relevant parties. Any assumptions, deliverables, timelines, or responsibilities outlined are provisional and may be updated to reflect evolving project requirements, stakeholder input, or operational considerations. Expectations of Client

7 Expectations of Client

Identify an Executive Sponsor and/or Executive Team including a Project Manager who will be the central point of communication during and after implementation.

Responsibilities for this position include but are not limited to:

- Risk identification and mitigation.
- External communications to/from Netsmart
- Participation in established weekly calls.
- Assist in the development and management of the project schedule.
- Identify internal resources as required to meet project plan objectives and deliver CLIENT Responsibilities outlined in the statement of work.
- Ensure Netsmart Technologies Inc. has accomplished necessary activities in preparation for the implementation.
- Communicate all key activities and milestones to users, super users, and stakeholders as appropriate throughout the implementation.
- Netsmart Technologies Inc. project team resources to complete a review and documentation of all current processes/process flows.
- Identify a Project Manager that will be responsible for the day-to-day project activities and will work with Netsmart's Project Manager
- Identify a Netsmart Technologies Inc. Information Technology contact that will be responsible for setup related to myUnity Senior Living solution.
- All Network connections and devices must meet the Netsmart system requirements and follow the standards identified by the Netsmart organization.
- Conduct an infrastructure analysis for determining decisions for connectivity (bandwidth), business continuity and hardware, including end-user systems, and the support structure to implement for these items.
- Appoint a team that will make decisions for setup and workflows on behalf of the organization.

8 Expectations of Netsmart

Netsmart to identify a Netsmart Project Manager who will maintain the relationship with the Netsmart Technologies Inc. team for the standard implementation.

Responsibilities will include but are not limited to:

- Development and management of the project schedule
- Develop and maintain a Project Plan, including but not limited to weekly status meetings and project task updates.
- Risk identification and mitigation.
- Communication to/from the Netsmart team
- External communications to/from Netsmart Technologies Inc.
- Track Netsmart's tasks and responsibilities.
- Coordinate appropriate Netsmart resources to support the project.

Identify the Netsmart consulting team to maximize Netsmart Technologies Inc.'s use of the Netsmart services and Netsmart myUnity Senior Living solution.

Responsibilities will include but are not limited to:

- Consults while providing expert advice on product options and Best Practice solutions.
- Helps answer questions and solve Netsmart Technologies Inc. deployment issues.
- Continuous Collaboration with Netsmart Technologies Inc. Project Team during regular status calls
- Understands industry use of application and helps promote adoption.
- Subject Matter Expert and understands Best Practice deployment methodology in an in-depth manner.
- Execute upon technical aspects outlined in this statement of work.

9 Statement of Work & Change Orders

Our guiding document for the implementation resource allocation and their associated costs will be this Statement of Work. We believe being a good partner entails being fiscally responsible, and as such, financial matters should never be a surprise. This statement of work includes an estimate of these resource allocations that are as close to the finalized plan as possible. Our goal is to perform the project based on the scope as outlined. There are times, however, when our Client's feel due to their organizational culture, workload, or resource availability that they cannot meet the schedule as outlined. In those instances, the plan will be revised, and an updated project plan and the associated change order statement of work will be created. In all instances these project plan changes will be discussed with the project leadership and will only be made with the approval of the Client leadership team.

This final Statement of Work will drive the scheduling of Netsmart's implementation resources. The installation process and the agreed upon project schedule as outlined within the statement of work will include key remote activities that are performed by the Netsmart Consulting Project Team. The Statement of Work and contract allows Netsmart and Netsmart Technologies Inc. to begin the Project Initiation Phase of this project. Netsmart will bill Netsmart Technologies Inc. the rates as outlined within the contract. This final Statement of Work serves as confirmation for the project and for Netsmart to bill for all other services as outlined within this document.

Change Requests to the Statement of Work and its associated project scope can be executed if project plans or resource requirements change during an implementation. It is requested that all changes to the project be submitted to the Netsmart project manager at a minimum of thirty (30) days in advance of the scheduled service delivery.

Exceptions and Clarifications



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1904891	Reason for Modification:
Doc Description: Electronic Medical Records System	
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-17	2026-03-02 13:30	CRFQ 0613 VNF2600000005	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Veterans Nursing Facility (WVVNF), located at One Freedom Way, Clarksburg, WV 26301 to establish an open-end contract for an Electronic Medical Records system. per the attached documentation.

INVOICE TO			SHIP TO		
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV US			VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	One time all-inclusive Implementation/transition	1.00000 fee	LS		
Comm Code	Manufacturer	Specification	Model #		
81112200					

Extended Description:

4.1.6: One time all-inclusive Implementation/transition fee

INVOICE TO			SHIP TO		
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV US			VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	License Monthly fee, Base Year One	12.00000	MO		
Comm Code	Manufacturer	Specification	Model #		

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS		VETERAN'S NURSING FACILITY	
1 FREEDOMS WAY		1 FREEDOMS WAY	
CLARKSBURG	WV	CLARKSBURG	WV
US		US	
81112200			

Extended Description:
4.1: License Monthly fee, Base Year One

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Patient portal monthly fee, Base Year One	12.00000	MO		
Comm Code	Manufacturer	Specification	Model #		
81112200					

Extended Description:
4.1.30: Patient portal monthly fee, Base Year One

INVOICE TO		SHIP TO			
DIVISION OF VETERANS AFFAIRS		VETERAN'S NURSING FACILITY			
1 FREEDOMS WAY		1 FREEDOMS WAY			
CLARKSBURG	WV	CLARKSBURG	WV		
US		US			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Additional Modules, if needed, Base Year One per module fee	1.00000	EA		
Comm Code	Manufacturer	Specification	Model #		
81112200					

Extended Description:
4.1.26: Additional Modules, if needed, Base Year One per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS				VETERAN'S NURSING FACILITY			
1 FREEDOMS WAY				1 FREEDOMS WAY			
CLARKSBURG WV				CLARKSBURG WV			
US				US			
Line	Comm Ln Desc	Qty	Unit	Issue	Unit Price	Total Price	
5	License monthly fee, Year Two	12.00000	MO				
Comm Code	Manufacturer	Specification	Model #				
81112200							

Extended Description:
4.1: License monthly fee, Year Two

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS				VETERAN'S NURSING FACILITY			
1 FREEDOMS WAY				1 FREEDOMS WAY			
CLARKSBURG WV				CLARKSBURG WV			
US				US			
Line	Comm Ln Desc	Qty	Unit	Issue	Unit Price	Total Price	
6	Patient Portal Monthly Fee, Year Two	12.00000	MO				
Comm Code	Manufacturer	Specification	Model #				
81112200							

Extended Description:

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS				VETERAN'S NURSING FACILITY			
1 FREEDOMS WAY				1 FREEDOMS WAY			
CLARKSBURG WV				CLARKSBURG WV			
US				US			
Line	Comm Ln Desc	Qty	Unit	Issue	Unit Price	Total Price	
7	Additional Modules, Year Two, per module fee	1.00000	EA				
Comm Code	Manufacturer	Specification	Model #				
81112200							

4.1.30: Patient Portal Monthly Fee, Year Two **Extended Description:**
4.1.26: Additional Modules, if needed, Year Two, per module fee

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS				VETERAN'S NURSING FACILITY			
1 FREEDOMS WAY				1 FREEDOMS WAY			
CLARKSBURG WV				CLARKSBURG WV			
US				US			
Line	Comm Ln Desc	Qty	Unit	Issue	Unit Price	Total Price	
8	License monthly fee, Year Three	12.00000	MO				
Comm Code	Manufacturer	Specification	Model #				
81112200							

Extended Description:

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS				VETERAN'S NURSING FACILITY			
1 FREEDOMS WAY				1 FREEDOMS WAY			
CLARKSBURG WV				CLARKSBURG WV			
US				US			
Line	Comm Ln Desc	Qty	Unit	Issue	Unit Price	Total Price	
9	Patient Portal Monthly Fee, Year Three	12.00000	MO				
Comm Code	Manufacturer	Specification	Model #				
81112200							

4.1: License monthly fee, Year Three

Extended Description:

4.1.30: Patient Portal Monthly Fee, Year Three

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS				VETERAN'S NURSING FACILITY			
1 FREEDOMS WAY				1 FREEDOMS WAY			
CLARKSBURG WV				CLARKSBURG WV			
US				US			
Line	Comm Ln Desc	Qty	Unit	Issue	Unit Price	Total Price	
10	Additional Modules, Year Three per module fee	1.00000	EA				
Comm Code	Manufacturer	Specification	Model #				
81112200							

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS				VETERAN'S NURSING FACILITY			
1 FREEDOMS WAY				1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			
Line	Comm Ln Desc	Qty	Unit	Issue	Unit Price	Total Price	
11	License monthly fee, Optional Renewal One Year Four	12.00000	MO				
Comm Code		Manufacturer		Specification		Model #	
81112200							

Extended Description:
 4.1.26: Additional Modules, if needed, optional Year Three per module fee **Extended Description:**
 4.1: License monthly fee, Optional Renewal Year Four

INVOICE TO				SHIP TO			
DIVISION OF VETERANS AFFAIRS				VETERAN'S NURSING FACILITY			
1 FREEDOMS WAY				1 FREEDOMS WAY			
CLARKSBURG		WV		CLARKSBURG		WV	
US				US			
Line	Comm Ln Desc	Qty	Unit	Issue	Unit Price	Total Price	
12	Patient Portal Monthly Fee, Optional Renewal One Year Four	12.00000	MO				
Comm Code		Manufacturer		Specification		Model #	

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS		VETERAN'S NURSING FACILITY	
1 FREEDOMS WAY		1 FREEDOMS WAY	
CLARKSBURG WV		CLARKSBURG WV	

US Line	Comm Ln Desc	Qty	US Unit	Issue	Unit Price	Total Price
13	Additional Modules Optional Renewal One, Year 4 per module f	1.00000	EA			

Comm Code	Manufacturer	Specification	Model #
81112200			
81112200			

Extended Description:
 4.1.30: Patient Portal Monthly Fee, Optional Renewal Year Four **Extended**
Description:
 Additional Modules, if needed, Optional Renewal Year Four per module fee

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., EST.	2026-02-19

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

[A pre-bid meeting will not be held prior to bid opening]

[A] MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question Submission

Deadline:

Submit Questions to:

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970 Email:

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. **BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East Charleston,

WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand shall clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[This Solicitation is based upon a standardized commodity established under W. Va. Code] § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
12. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
13. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf. 15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that

same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.
21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.
22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

[] Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

Vendor must maintain:

[] **Commercial General Liability Insurance** in at least an amount of: _____ per occurrence.

[] **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

[] **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

[] **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

[] **Cyber Liability Insurance** in an amount of: _____ per occurrence.

~~[] **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.~~

~~[] **Pollution Insurance** in an amount of: _____ per occurrence.~~

~~[] **Aircraft Liability** in an amount of: _____ per occurrence.~~

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ _____ for _____.

☐ ~~Liquidated Damages Contained in the Specifications.~~

☒ Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default. In the event Client terminates the Contract as set forth herein, the State shall not be liable for contract fees other than for payment of any services rendered and in progress (if any, in accordance with the SOW) up until the date of termination.

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

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

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

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, and state, ~~and local~~ laws, regulations and ordinances as it relates to its general business operations ("applicable laws"). By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Any specific State requirement including, for example state-specific data collection, billing or reporting formats that the State requires must be set forth in the Statement of Work

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

- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, ~~drawings, samples, or other description furnished or~~ specified by the Agency; and (b) ~~be merchantable and fit for the purpose intended; and (c)~~ be free from defect in material and workmanship. The State acknowledges that software, by its nature, may contain bugs and is not guaranteed to be error-free. Vendor will make reasonable efforts to address issues in accordance with its service level agreements.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to make commercially reasonable efforts to comply with the reasonable and applicable provisions of the Confidentiality

Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

33. ANTITRUST: ~~In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all~~

~~causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.~~ **RESERVED**

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

LIMITATION ON DAMAGES. EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

LIMITATION ON CUMULATIVE LIABILITY. EXCEPT FOR INFRINGEMENT INDEMNIFICATION OBLIGATIONS, THE MAXIMUM AGGREGATE LIABILITY OF VENDOR TO THE STATE FOR ANY

ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE FEES PAID TO VENDOR FOR THE IMPACTED PRODUCTS AND SERVICES DURING THE PRIOR TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited

to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

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

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

_____ (Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION – CRFQ VNF26*05
Electronic Medical Records System Software Maintenance and Support

FSPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility located at One Freedom Way, Clarksburg, WV to establish a contract for Electronic Medical Records System software maintenance and support.

THIS PROCUREMENT MAY BE FUNDED IN WHOLE OR PART BY FEDERAL FUNDS.
PLEASE SEE ATTACHMENT 1: PROVISIONS FOR FEDERALLY FUNDED
PROCUREMENTS.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Licenses” means Agency’s licenses to utilize Electronic Medical Records System software based on resident beds (120).
 - 2.2 “Pricing Page” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the software maintenance and support.
 - 2.3 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 “VA” means Veterans Administration.
 - 2.5 “VAMC” means Veterans Administration Medical Center.
 - 2.6 “HIPAA” means Healthcare Insurance Portability and Accountability Act a U.S. law that protects the privacy and security of individuals' medical information. It sets standards for how healthcare providers must handle protected health information (PHI) and ensures patients' rights regarding their health data.
 - 2.7 “PHI” means protected health information
 - 2.8 “PI” means protected information.
 - 2.9 “ESI” means electronically stored information.

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- 2.10 “SaaS” means Software-as-a-Service.
 - 2.11 “Point in time restore” means eliminating the effect of data corruption by restoring data from a time prior to known corruption (restore files to the state that existed at a specific date and time).
 - 2.12 “Module” means a dedicated tab or dashboard for easy reference and input within the software.
 - 2.13 “CURES ACT” means United States law enacted by the 114th United States Congress.
3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid, or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.
- 3.1 Vendor must be authorized by the West Virginia Office of Technology (WVOT) to provide software maintenance and support for the Licenses. The Agency will be responsible for obtaining WVOT approval for these specifications and approval of award to the successful vendor.
4. MANDATORY REQUIREMENTS:
- 4.1 Software Maintenance and Support: Vendor must provide maintenance and support for the Licenses as follows:
 - 4.1.1. One Hundred and Twenty (120) Licenses must be covered by maintenance and support. The 120 Licenses reflect the beds available at the facility (residents). There will actually be about four hundred (400) users accessing the system to make/amend notes and add data, and then maybe another 50-120 for read access only (patient portal users), should the Agency decide to implement the portal.

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Electronic Medical Records System Software Maintenance and Support

- 4.1.1.1. Agency will ~~own~~license the Licenses ~~Numbers~~ and will retain ownership of the data inputted for the duration of the contract. At the contract conclusion, the Agency will own the resident data, and the vendor must release all data to the Agency or Agency's designee in a ~~readily accessible format, without the use of a proprietary system mutually agreed upon format~~, upon request at no additional cost. The delivered records shall be inclusive of but not limited to all historical patient data maintained during the contract period, including data imported from predecessor systems; include original clinical documentation, diagnostic information, treatment notes, administrative records and delivered on encrypted external storage media or through secure file transfer methods. The initial data export shall be provided no later than 30 days before contract termination, with final data delivery completed within ~~72 hours~~three business days after the effective termination date. Agency shall have 30 days from receipt to validate the integrity and completeness of the data, and Vendor shall promptly remedy any deficiencies at its own expense. ~~Vendor warrants that no proprietary encoding, encryption, or obfuscation will hinder the comprehensive use or transfer of the data.~~ All data transfers shall comply with the HIPAA Privacy and Security Rules. Within 30 days of final delivery, Vendor shall certify in writing that all copies of Client data have been deleted from its systems, unless retention is required by law.
- 4.1.2. Maintenance and support must be provided for three (3) years with a one (1) optional 1-year renewal.
- 4.1.3. Maintenance and Support under the initial term of this Contract will be tentatively for the period beginning on April 1, 2026, and ending on March 31, 2029. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.
- 4.1.4. The vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.
- 4.1.5. Vendor must have SaaS platform capability with application solution.
- 4.1.6. Implementation must include software installation, testing, deployment support and transfer of historical data.
- 4.1.7. Training support shall be available through the duration of the contract period of performance.

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Electronic Medical Records System Software Maintenance and Support

- 4.1.8. 24/7 support must be provided. Product service and support to include technical support and Service Level Agreements (SLA).
- 4.1.9. The vendor must perform installation of software upgrades, patches and releases. Upgrades must be scheduled during the hours of 6PM to 6AM EST and must be communicated to the Agency at least one (1) business day in advance.
- 4.1.10. Backup support must be provided to include full database backup for at least seven (7) days, allowing for point in time restore down to the minute within the previous seven (7) days of an incident where data loss occurs.
- 4.1.11. Software must be able to run reports (standard and custom).
- 4.1.12. Software must include the ability to transmit prescriptions electronically to an outside pharmacy.
- 4.1.13. Software must include an Infection Control Module that includes Antibiotic Stewardship.
- 4.1.14. Software must include the ability and space to upload items/documents to the resident records.
- 4.1.15. Software must be able to have a Dietary/Nutrition Management Module with the ability to print in-house meal tickets.
- 4.1.16. Software must have an Admissions Module.
- 4.1.17. Software must have a Practitioner Engagement Module with the ability to apply electronic signatures.
- 4.1.18. Training modules must be available within the software system with training available onsite or by phone.
- 4.1.19. Software must provide a Skin and Wound Module with the ability to upload pictures.
- 4.1.20. Software must have a Recreation Module with the ability for the Recreation Department to schedule events and document resident participation.

REQUEST FOR QUOTATION – CRFQ VNF26*05
Electronic Medical Records System Software Maintenance and Support

- 4.1.21. Software must be available for the chaplain, medical director, nurses and social workers to make and amend notes (documentation).
- 4.1.22. Software must have an analytics compliance package.
- 4.1.23. Software must have a Skilled Nursing Module.
- 4.1.24. Software must have a Fiscal Module that will allow the input of receipts and payments in regard to resident accounts, including any trust accounts held by the facility.
- 4.1.25. Software must have the option/availability for the outsourced pharmacy vendor to have access to the system.
- 4.1.26. The software must have the flexibility to add components/modules as needed for future use for an all-inclusive flat fee per module.
- 4.1.27. All software must be HIPAA compliant to protect PHI.
- 4.1.28. Software must have the ability for remote access.
- 4.1.29. Software must have the ability for secure one on one real time messaging between providers regarding patient care with easy to see/user friendly notifications.
- 4.1.30. Software must have the ability for a HIPAA compliant “patient portal” where patients/residents/MPOA’s can access and review their individual medical records including but not limited to appointments, medications, lab results, vital readings and doctor’s notes. The Agency may or may not implement the Patient Portal; it is asking for the cost of such, should it be implemented.

5. CONTRACT AWARD:

- 5.1 Contract Award: The Contract will be awarded to the Vendor that provides the Software Maintenance and Support meeting the required specifications for the lowest total contract cost as shown on the Pricing Pages. If the vendor is suggesting alternate terms and conditions above and beyond what the Agency has supplied, then those terms and conditions must be supplied with the bid.

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Electronic Medical Records System Software Maintenance and Support

5.2 Pricing Page: Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: david.h.pauline@wv.gov.

6. PAYMENT: Agency shall pay, as shown on the Pricing Pages, for all Software Maintenance and Support. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. FACILITIES ACCESS: In the event that performance of Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:

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

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

7.3 The vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.

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

7.5 The vendor shall inform all staff of the Agency's security protocol and procedures.

VENDOR DEFAULT:

7.6 The following shall be considered a vendor default under this Contract if not cured upon written notice to Vendor:-

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

7.6.2. Failure to materially comply with other specifications and requirements contained herein.

REQUEST FOR QUOTATION – CRFQ VNF26*05
Electronic Medical Records System Software Maintenance and Support

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

Failure to remedy deficient performance upon request.

7.7 The following remedies shall be available to Agency upon uncured default.

7.7.1. ~~Immediate 30 days'~~ cancellation of the Contract upon written notice.

7.7.2. ~~Immediate 30 days'~~ cancellation of one or more release orders issued under this Contract.

7.7.3. Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT A-PRICING

West Virginia Veterans Skilled Nursing Facility Software Maintenance and Support

To complete this pricing page enter in the all inclusive cost for licensing and support per each individual unit (bed) in License cost, per unit section, multiply by estimated license and add total in the "Cost X Estimated Yearly Use" Column and total all in the Grand Total section.

Spec Ref	Category Description/Unit of Measurement For Bid Purposes	License cost, monthly fee	License (bed)	Cost X=Base Year One
4.1.6	One time all inclusive Implementation/transition fee	0	1	\$0.00
4.1	License monthly fee, Base Year One	0	12	\$0.00
4.1.30	Patient Portal Monthly Fee, Base Year One	0	12	\$0.00
4.1.26	Additional Modules, if needed, Base Year One per module fee	0	1	\$0.00
4.1	License monthly fee, Year Two	0	12	\$0.00
4.1.30	Patient Portal Monthly Fee, Year Two	0	12	\$0.00
4.1.26	Additional Modules, if needed, Year Two, per module fee	0	1	\$0.00
4.1	License monthly fee, Year Three	0	12	\$0.00
4.1.30	Patient Portal Monthly Fee, Year Three	0	12	\$0.00
4.1.26	Additional Modules, if needed, Year Three per module fee	0	1	\$0.00
4.1	License monthly fee, Optional Renewal Year Four	0	12	\$0.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year Four	0	12	\$0.00
4.1.26	Additional Modules, if needed, Optional Renewal Year Four per module fee	0	1	\$0.00
GRAND TOTAL:				\$0.00

It should be noted that while there are 120 beds available, the actual census may reflect a lesser number, however we are requesting the full complement of 120

The Additional Modules section is for bid purposes only. Additional modules may or may not be needed. Please provide a monthly rate for a quantity of one.

The Patient Portal section may or may not be implemented. The Agency is asking for the cost of such should they decide to implement.

The vendor with the lowest grand total cost meeting all mandatory specifications will be recommended for award.

If the vendor is proposing alternate terms and conditions, they must be submitted with the bid

Any vendor proposing alternate terms and conditions that does not supply them with the bid will be disqualified.

The Grand Total calculation is for bid purposes only. The Agency may or may not implement the Patient Portal and additional modules may or may not be needed.

All lines must be bid. Any vendor failing complete the Pricing Page in full or who does not bid on ALL Commodity Lines will be disqualified.

Provisions Required for Federally Funded Procurements

- 1. Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
- 2. 2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3. §200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
 - (A)** At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

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

§ 148-1-5. Remedies.

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

5.2. Contract Cancellation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4. Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6. Damages.

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

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

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

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

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

5.2. Contract Cancellation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
- b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
- c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
- d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. **Support of Individual Rights.**

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

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: _____

Name of Associate: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13

BY Patrick Morrissey
Attorney General

Appendix A

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

Name of Associate: _____

Name of Agency: _____

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

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=worldmap&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach ~~shall be defined as set forth under HIPAA means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.~~

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. **Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.
3. **Data Protection and Privacy:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A, the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.
- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable federal regulations, ~~policies and directives~~.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider ~~has-may have~~ access to or ~~will-may~~ collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, if applicable the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

- i) Data Location. For non-public data and personal data, the service provider shall ~~not store or host~~~~provide~~ its data center services to the public jurisdiction and its end users ~~solely~~ from data centers ~~outside in~~ the U.S. For the avoidance of doubt, the provision of certain Services (inclusive of Support Services and software development) may be provided by Netsmart from resources outside of the United States. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. ~~The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect.~~ The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. **Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.
 - a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
 - b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
 - c) Breach Reporting Requirements: Upon the discovery of a confirmed data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident

Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

- 5. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.
- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction ~~twenty-four (24) hours per day, seven (7) days per week~~ as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.
 - b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully-reasonably cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
 - c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) ~~description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data;~~ (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
 - d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
 - e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt ~~personal data~~ Protected Health Information or otherwise prevent its release, the service provider shall bear the actual and direct costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (up to 12 months) (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in

the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. Unless lawfully prohibited, ~~T~~the service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services at vendor's then-current professional services rate, unless a unique data retrieval arrangement has been established as part of the Contract.
 - e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.
- 8. Background Checks:** The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.
- 9. Oversight of Authorized Persons:** During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.
- 10. Access to Security Logs and Reports:** ~~RESERVED~~~~The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.~~
- 11. Data Protection Self-Assessment:** The service provider shall ~~perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact.~~ a Service Organization Control (SOC) 2 audit report. The service provider shall submit its self-assessment SOC 2 Report to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date

of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any material deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) specific to the public jurisdiction that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer ~~or better~~ version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.
- b) The service provider shall execute well-defined commercially reasonable recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) ~~Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.~~

- 15. Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.
- 16. Import and Export of Data:** The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).
- 17. Responsibilities:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.
- 18. Subcontractor Compliance:** The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.
- 19. Right to Remove Individuals:** The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any service provider representative who the public jurisdiction reasonably believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.
- 20. Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.
- 21. Compliance with Accessibility Standards:** ~~RESERVED The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.~~
- 22. Web Services:** The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: _____

Name of Vendor: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

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

Name of Service Provider/Vendor: _____

Name of Agency: _____

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes ☐
No ☐
2. If yes to #1, does the restricted information include personal data?
Yes ☐
No ☐
3. If yes to #1, does the restricted information include non-public data?
Yes ☐
No ☐
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes ☐
No ☐
5. Provide name and email address for the Department privacy officer:

Name: _____

Email address: _____

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: _____

Email address: _____

Phone Number: _____

Exhibit A-Pricing

West Virginia Veterans Skilled Nursing Facility Software Maintenance and Support

To complete this pricing page enter in the all inclusive cost for licensing and support per each individual unit (bed) in License cost, per unit section, multiply by estimated license and add total in the "Cost X Estimated Yearly Use" Column and total all in the Grand Total section.

Spec Ref	Catagory Description/Unit of Measurement For Bid Purposes	License cost, monthly fee	License (bed)	Cost X=Base Year One
4.1.6	One time all inclusive Implementation/transition fee	\$1,137,720.00	1	\$1,137,720.00
4.1	License monthly fee, Base Year One	\$25,581.00	12	\$306,972.00
4.1.30	Patient Portal Monthly Fee, Base Year One	\$851.00	12	\$10,212.00
4.1.26	Additional Modules, if needed, Base Year One per module fee	\$18,000.00	1	\$18,000.00
4.1	License monthly fee, Year Two	\$25,581.00	12	\$306,972.00
4.1.30	Patient Portal Monthly Fee, Year Two	\$851.00	12	\$10,212.00
4.1.26	Additional Modules, if needed, Year Two, per module fee	\$18,000.00	1	\$18,000.00
4.1	License monthly fee, Year Three	\$25,581.00	12	\$306,972.00
4.1.30	Patient Portal Monthly Fee, Year Three	\$851.00	12	\$10,212.00
4.1.26	Additional Modules, if needed, Year Three per module fee	\$18,000.00	1	\$18,000.00
4.1	License monthly fee, Optional Renewal Year Four	\$27,754.00	12	\$333,048.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year Four	\$894.00	12	\$10,728.00
4.1.26	Additional Modules, if needed, Optional Renewal Year Four per module fee	\$18,000.00	1	\$18,000.00
GRAND TOTAL:				\$2,505,048.00

It should be noted that while there are 120 beds available, the actual census may reflect a lesser number, however we are requesting the full complement of 120

The Additional Modules section is for bid purposes only. Additional modules may or may not be needed. Please provide a monthly rate for a quantity of one.

The Patient Portal section may or may not be implemented. The Agency is asking for the cost of such should they decide to implement.

The vendor with the lowest grand total cost meeting all mandatory specifications will be recommended for award.

If the vendor is proposing alternate terms and conditions, they must be submitted with the bid

Any vendor proposing alternate terms and conditions that does not supply them with the bid will be disqualified.

The Grand Total calculation is for bid purposes only. The Agency may or may not implement the Patient Portal and additional modules may or may not be needed.

All lines must be bid. Any vendor failing complete the Pricing Page in full or who does not bid on ALL Commodity Lines will be disqualified.

EXHIBIT A-PRICING

West Virginia Veterans Skilled Nursing Facility Software Maintenance and Support

To complete this pricing page enter in the all inclusive cost for licensing and support per each individual unit (bed) in License cost, per unit section, multiply by estimated license and add total in the "Cost X Estimated Yearly Use" Column and total all in the Grand Total section.

Spec Ref	Catagory Description/Unit of Measurement For Bid Purposes	License cost, monthly fee	License (bed)	Cost X=Base Year One
4.1.6	One time all inclusive Implementation/transition fee	\$1,137,720.00	1	\$1,137,720.00
4.1	License monthly fee, Base Year One	\$25,581.00	12	\$306,972.00
4.1.30	Patient Portal Monthly Fee, Base Year One	\$851.00	12	\$10,212.00
4.1.26	Additional Modules, if needed, Base Year One per module fee	\$18,000.00	1	\$18,000.00
4.1	License monthly fee, Year Two	\$25,581.00	12	\$306,972.00
4.1.30	Patient Portal Monthly Fee, Year Two	\$851.00	12	\$10,212.00
4.1.26	Additional Modules, if needed, Year Two, per module fee	\$18,000.00	1	\$18,000.00
4.1	License monthly fee, Year Three	\$25,581.00	12	\$306,972.00
4.1.30	Patient Portal Monthly Fee, Year Three	\$851.00	12	\$10,212.00
4.1.26	Additional Modules, if needed, Year Three per module fee	\$18,000.00	1	\$18,000.00
4.1	License monthly fee, Optional Renewal Year Four	\$27,754.00	12	\$333,048.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year Four	\$894.00	12	\$10,728.00
4.1.26	Additional Modules, if needed, Optional Renewal Year Four per module fee	\$18,000.00	1	\$18,000.00
GRAND TOTAL:				\$2,505,048.00

It should be noted that while there are 120 beds available, the actual census may reflect a lesser number, however we are requesting the full complement of 120

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EXHIBIT A-PRICING

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Commodity Lines will be disqualified.