

West Virginia Public Employees Insurance
Agency

WV PEIA Enterprise Document Capture and Management

RECEIVED

2019 OCT 29 AM 8:55

WV PURCHASING
DIVISION

Laserfiche Consulting
10/29/2019

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PEI2000000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)


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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Compulink Management Center, Inc. dba Laserfiche

Company

Hedy Belitaru

 10/28/2019 02:59 PM EDT

Authorized Signature

10/28/2019

Date

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

Contents

Company Background.....	5
Laserfiche	5
Laserfiche Consulting.....	6
LFC Mission:.....	6
Executive Summary	7
Cost Summary	8
Option 1 – Laserfiche Subscription.....	8
Initial Acquisition Cost	8
Annual Renewal.....	8
Option 2 - Laserfiche Rio-Perpetual	8
Initial Acquisition Cost	8
Annual Renewal.....	8
Laserfiche Rio (On-Premises) Licensing Options	9
Option 1 - Laserfiche Rio-Subscription License	9
Laserfiche Rio-Subscription Quote – Initial Acquisition Cost & Annual Renewal.....	9
Option 2 - Laserfiche Rio-Perpetual License	10
Laserfiche Rio-Perpetual – Initial Acquisition Cost.....	10
Laserfiche Rio-Perpetual – Annual Renewal	11
Exhibit A: Pricing Page	12
Exhibit A: Pricing Page	13
Requirements.....	14
ROM – Enterprise Document Capture and Management	26
Project Scope and Objective	26
Project Structure	26
Solution Design.....	27
Infrastructure and Authentication.....	27
Repository Configuration.....	27
Metadata Capture	28
Integration.....	29
Identified Phases	30
PEIA Responsibilities.....	37

Project Assumptions	37
Professional Services Pricing	38
Laserfiche Components	39
Core Laserfiche System Components (Included in Full User)	39
User Licenses.....	40
Component Licenses.....	40
Certification.....	41
HIPAA Business Associate Addendum	42
General Terms and Conditions – EXCEPTIONS.....	50

WV PEIA
Melissa Pettrey, Senior Buyer

Ms. Pettrey,

I am pleased to submit the attached proposal to WV PEIA for a Content Management Solution. Compulink Management Center Inc. (DBA Laserfiche) is the developer of the award-winning Laserfiche® enterprise content management solutions as well as a respected systems integrator and consultancy. We believe that the value, flexibility and functionality Laserfiche provides is particularly well aligned with the short- and long-term goals of WV PEIA. The integrated architecture of Laserfiche provides unique opportunities to combine system components and technology in order to provide uniquely personalized and intuitive user experiences.

While most Laserfiche solutions are sold through authorized resellers throughout the world, Laserfiche Consulting selectively bids on opportunities we consider strategically important. We view these relationships as long-term, mutually beneficial partnerships where our customers benefit from working directly with the software developer and we get real-world feedback as we continue to improve the way our solutions meet the needs of organizations like WV PEIA.

Laserfiche Consulting is focused on the design and implementation of innovative solutions that provide significant business value to our customers while simultaneously improving the work life of the individuals who use the system. We have worked hard to foster a sense of community throughout our large and diverse customer base and have an exceptionally active collection of users amongst our customers.

We would be pleased to discuss any aspect of this proposal and to provide additional information related to our proposed solution or ability to deliver if requested. We look forward to next steps and appreciate this opportunity.

Sincerely,
Aakash Jha, Solutions Consultant
Phone: 1.562.988.1688 x596
Email: aakash.jha@laserfiche.com

Company Background

Laserfiche

Since 1987, Laserfiche Enterprise Content Management software has been trusted by organizations worldwide to manage, secure and share information. As a privately-held corporation based in California, Laserfiche develops solutions for capture, workflow, forms, e-signatures and case management that help organizations drive business value—and make timely, informed decisions.

Laserfiche represents a unique combination of stability and innovation within the Enterprise Content Management industry. Stability within the management and development teams and sustained, consistent profitability has allowed Laserfiche to follow a long-term strategy without distraction from short-term pressures. Unparalleled customer loyalty and satisfaction are hallmarks of doing things the right way for decades.

Laserfiche utilizes an integrated architecture that allows services such as document imaging, document management and records management to be layered transparently and exposed through personalized interfaces. With a comprehensive set of tools designed specifically to work together, Laserfiche provides the ability to design and build creative solutions to complex business problems that break patterns developed over 30 years of doing things the way they have always been done.

Usability and accessibility are primary design considerations for every Laserfiche application. All administrative, design and configuration interfaces benefit from the same user focused design applied to user facing applications. This approach ensures that implementing, configuring and maintaining a Laserfiche system does not require highly specialized technical skills, which makes it easy to rapidly expand system usage while minimizing total cost of ownership.

Laserfiche Consulting

Laserfiche Consulting (LFC) is a team of specialists that focus on delivering innovative solutions that are considered strategically important in terms of industry, size, complexity and use-case. LFC views all engagements as long-term partnerships that help to further the mission of Laserfiche while simultaneously providing significant business value to customers. LFC adheres to the following mission, culture and values when evaluating opportunities and working with customers:

LFC Mission:

“To continuously improve the work life of our customers through the delivery of innovative Laserfiche solutions”

Culture

We believe in:

- Finding new ways to provide innovative solutions to rapidly changing business problems
- Using trusting customer relationships to continuously improve Laserfiche software
- Solving complex business problems with intuitive, easy to use solutions that add value
- The strength of collaborative, data driven, and creative problem solving

Core Values

We value:

- Innovation
- Quality
- Trust
- Growth
- Support
- Agility
- Transparency

With a strong focus on user experience, LFC pioneers uncommon approaches to common business solutions that establish trends within the industry. By identifying connections between seemingly independent complex business processes and striving to provide simplified and personalized direction to users, LFC is able to provide solutions that address multiple business problems simultaneously, which accelerates return on investment.

Executive Summary

West Virginia Public Employees Insurance Agency (WV PEIA) seeks to deploy a robust Enterprise Content Management (ECM) solution, specifically for document capture and management of electronic protected health information covered under HIPAA. The ECM solution should be a user-friendly enterprise-wide platform to be used as a comprehensive solution for creation, capture, indexing, searching retention, retrieval of program case information and records that are vital to the agency. To meet this objective, Laserfiche will deliver a comprehensive document capture and management solution that includes powerful business process automation, robust integration capabilities embedded into the core system architecture, and instant access to content regardless of location.

As an industry pioneer, Laserfiche has been transforming the relationship between organizations and their content since 1987. Laserfiche has been implemented in more than 35,000 organizations worldwide. Laserfiche is a scalable and flexible content management solution that will be a foundational component of WV PEIA's organization. WV PEIA will be able to leverage the capabilities of Laserfiche to streamline processes and drive automation through workflow, electronic forms, advanced capture and business process modeling tools that are easy to configure and use.

With reference to the particular needs and scope outlined in the requirements by WV PEIA, Laserfiche offers its on-premise solution. Laserfiche offers two licensing models with its on-premise solution; Subscription based licensing and Perpetual based licensing. Laserfiche's Subscription based licensing will allow WV PEIA to pay a yearly subscription fee and support fee for utilizing the licenses. Laserfiche's Perpetual based licensing will allow WV PEIA to pay a one-time ownership fee and pay a percentage yearly support fee afterwards. Both licensing types provide bundled core ECM functionality in a straightforward named-user licensing model that provide enterprise class solution possibilities.

LFC maintains a direct relationship with the development team and the client to ensure the Laserfiche roadmap is aligned with the long term needs of customers in specific industries. LFC has extensive experience in implementing ECM solutions ranging from small cities to large scale state governments, and has streamlined and automated business processes throughout various governmental agencies.

Laserfiche has a robust records management solution which allows organizations like WV PEIA to meet the compliance standards necessary. Laserfiche is Department of Defense (DoD) 5015.2-certified compliant and is used by many federal organizations in the United States. Laserfiche centralizes records and allows records managers to enforce records management polices across all devices. LFC works closely with each client to ensure each compliance step is mapped out and met for records management.

Laserfiche greatly appreciates the opportunity to respond to this RFQ, and establish a partnership with WV PEIA. Our responses highlight Laserfiche's capabilities to deliver on WV PEIA's objectives by implementing a Laserfiche solution. We believe that our solution and experience make LFC an exceptional partner for WV PEIA. We look forward to building a long-term partnership with WV PEIA.

Cost Summary

Option 1 – Laserfiche Subscription

Initial Acquisition Cost

Laserfiche Subscription	\$51,620.00
Professional Services	\$271,250.00
Total Cost:	\$322,870.00

Annual Renewal

Laserfiche Subscription	\$51,620.00
-------------------------	-------------

Option 2 - Laserfiche Rio-Perpetual

Initial Acquisition Cost

Laserfiche Rio-Perpetual Software	\$161,050.00
Professional Services	\$271,250.00
Total Cost:	\$432,300.00

Annual Renewal

Laserfiche Rio-Perpetual	\$31,250.00
--------------------------	-------------

Laserfiche Rio (On-Premises) Licensing Options

The Laserfiche Rio platform offers unrivaled bundled functionality and deployment flexibility to meet the needs of the Scott County. Laserfiche has two Rio licensing options, Subscription and Perpetual, as described below. A tiered pricing model accompanies both Rio licensing options, therefore, the larger the quantity of Named Full Users purchased, the lower the unit price.

Option 1 - Laserfiche Rio-Subscription License

The Laserfiche Rio-Subscription License introduces a straightforward annual fee including software licenses, technical support and free software updates. The Rio-Subscription Named Full User License bundles the following products/functionality with each named user:

- Unlimited Laserfiche Servers
- Windows, Web and Mobile Clients
- Web Administration Console
- Workflow
- Snapshot
- Advanced Audit Trail with Watermark Feature
- Digital Signatures
- Microsoft Office Integration
- SharePoint Integration
- Records Management (DoD 5015.2)
- Forms
- Connector
- Unlimited Installs:
 - Quick Fields Complete
 - Quick Fields Agent
 - Import Agent

Laserfiche Rio-Subscription Quote – Initial Acquisition Cost & Annual Renewal

The subscription model costing below combines the cost of licensing, support, and software updates in a cost that is based on a per-user fee that is prepaid annually. *The 120 Full Named RME user accounts for a rough estimation based upon WE PIEA’s current system with OnBase. Quick Fields Complete allows each user license to page count, OCR, data extract, and classify an unlimited amount of documentation annually instead of the annual limitation OnBase currently provides to WV PEIA.

Product Code	Product Name	Qty	Unit Price	Total Price
Software & Laserfiche Software Assurance Plan (LSAP)				
JENFPB	Full Named RME User with Forms	120	\$420.00	\$50,400.00
JTKPB	SDK	1	\$1,220.00	\$1,220.00
Laserfiche Rio-Subscription– Initial Acquisition Cost:				\$51,620.00

Option 2 - Laserfiche Rio-Perpetual License

The Laserfiche Rio-Perpetual License introduces a one-time fee for the ownership of the perpetual licenses, with an annual associated Laserfiche Software Assurance Plan (LSAP) fee for the licensed software. The LSAP is calculated as a percentage of software licensing cost and includes technical support, free software updates and trade-in credit if the system is updated to a new perpetual platform. The Rio-Perpetual Named Full User License bundles the following products/functionality with each named user:

- Unlimited Laserfiche Servers
- Windows, Web and Mobile Clients
- Web Administration Console
- Workflow
- Snapshot
- Advanced Audit Trail with Watermark Feature
- Digital Signatures
- Microsoft Office Integration
- SharePoint Integration
- Records Management (DoD 5015.2)
- Forms
- Connector
- Quick Fields Complete
- Quick Fields Agent
- Import Agent

Laserfiche Rio-Perpetual – Initial Acquisition Cost

The perpetual model costing below includes the upfront cost of ownership of the perpetual licenses and the annual Laserfiche Software Assurance Plan (LSAP). *The 120 Full Named RME user accounts for a rough estimation based upon WE PIEA's current system with OnBase.

Product Code	Product Name	Qty	Unit Price	Total Price
Software & Laserfiche Software Assurance Plan (LSAP)				
ENF	Full Named RME User with Forms and Connector	120	\$1,050.00	\$126,000.00
QCX	Quick Fields Complete	1	\$18,000.00	\$18,000.00
QFA	Quick Fields Agent	1	\$12,000.00	\$12,000.00
IA	Import Agent	1	\$1,800.00	\$1,800.00
TK	SDK	1	\$3,250.00	\$3,250.00
Laserfiche Rio-Perpetual – Initial Acquisition Cost:				\$161,050.00

Laserfiche Rio-Perpetual – Annual Renewal

The perpetual model costing below represents the ongoing Laserfiche Software Assurance Plan (LSAP)/software maintenance costs for the entire software configuration for the second year and ongoing.

Product Code	Product Name	Qty	Unit Price	Total Price
<i>Software & Laserfiche Software Assurance Plan (LSAP)</i>				
ENFB	Full Named RME User with Forms and Connector LSAP	120	\$210.00	\$25,200.00
QCXB	Quick Fields Complete LSAP	1	\$3,000.00	\$3,000.00
QFAB	Quick Fields Agent LSAP	1	\$2,000.00	\$2,000.00
IAB	Import Agent LSAP	1	\$300.00	\$300.00
TKB	SDK LSAP	1	\$750.00	\$750.00
Laserfiche Rio-Perpetual – Year 2+:				\$31,250.00

Exhibit A: Pricing Page

Subscription Based Pricing

Project	Total Cost
Initial Contract Term	
Scanning System Software + Yr1 Maintenance/Support	\$51,620.00
Image Management System Software + Yr1 Maintenance/Support	Included in Scanning System Software + Y1 Maintenance/Support Cost
Implementation	\$271,250.00
Scanning System Software Maintenance – Yr 2	\$51,620.00
Scanning System Software Maintenance – Yr 3	\$51,620.00
Scanning System Software Maintenance – Yr 4	\$51,620.00
Scanning System Software Maintenance – Yr 5	\$51,620.00
Scanning System Software Maintenance – Yr 6 – 1st Opt. Renewal	\$51,620.00
Scanning System Software Maintenance – Yr 7 – 2nd Opt. Renewal	\$51,620.00
Scanning System Software Maintenance – Yr 8 – 3rd Opt. Renewal	\$51,620.00
Image Management System Software Maintenance – Yr 2	Included in Scanning Software Maintenance cost Yr 2
Image Management System Software Maintenance – Yr 3	Included in Scanning Software Maintenance cost Yr 3
Image Management System Software Maintenance – Yr 4	Included in Scanning Software Maintenance cost Yr 4
Image Management System Software Maintenance – Yr 5	Included in Scanning Software Maintenance cost Yr 5
Image Management System Software Maintenance – Yr 6 – 1st Opt. Renewal	Included in Scanning Software Maintenance cost Yr 6
Image Management System Software Maintenance – Yr 7 – 2nd Opt. Renewal	Included in Scanning Software Maintenance cost Yr 7
Image Management System Software Maintenance – Yr 8 – 3rd Opt. Renewal	Included in Scanning Software Maintenance cost Yr 8
Total Bid Amount	\$322,870.00

Exhibit A: Pricing Page

Perpetual Based Pricing

Project	Total Cost
Initial Contract Term	
Scanning System Software + Yr1 Maintenance/Support	\$161,050.00
Image Management System Software + Yr1 Maintenance/Support	Included in Scanning System Software + Y1 Maintenance/Support Cost
Implementation	\$271,250.00
Scanning System Software Maintenance – Yr 2	\$31,250.00
Scanning System Software Maintenance – Yr 3	\$31,250.00
Scanning System Software Maintenance – Yr 4	\$31,250.00
Scanning System Software Maintenance – Yr 5	\$31,250.00
Scanning System Software Maintenance – Yr 6 – 1st Opt. Renewal	\$31,250.00
Scanning System Software Maintenance – Yr 7 – 2nd Opt. Renewal	\$31,250.00
Scanning System Software Maintenance – Yr 8 – 3rd Opt. Renewal	\$31,250.00
Image Management System Software Maintenance – Yr 2	Included in Scanning Software Maintenance cost Yr 2
Image Management System Software Maintenance – Yr 3	Included in Scanning Software Maintenance cost Yr 3
Image Management System Software Maintenance – Yr 4	Included in Scanning Software Maintenance cost Yr 4
Image Management System Software Maintenance – Yr 5	Included in Scanning Software Maintenance cost Yr 5
Image Management System Software Maintenance – Yr 6 – 1st Opt. Renewal	Included in Scanning Software Maintenance cost Yr 6
Image Management System Software Maintenance – Yr 7 – 2nd Opt. Renewal	Included in Scanning Software Maintenance cost Yr 7
Image Management System Software Maintenance – Yr 8 – 3rd Opt. Renewal	Included in Scanning Software Maintenance cost Yr 8
Total Bid Amount	\$651,050.00

Requirements

Req #	Requirement	Details	Laserfiche Response
4.1.1.1	Must be able to image all documents as they are received.	At present, paper documents are imaged in OnBase and assigned accordingly into CRM Queues.	Yes, documents can be both imaged and processed as they are brought into the system. Import rates are variable, being dependant on how much processing is applied. With absolutely no processing applied, Laserfiche can import up to 40,000 pages per hour. For processing involving actions like imaging, OCRing, and data extraction, process speed can vary largely based on available resources (i.e. number of server cores, RAM size, distributed computing availability).
4.1.1.2	Must be able to support a high-volume daily capture operation. See section 1 of this document.	Business processes in the environment depend on the ability to convert paper documents to images, apply indices, and route to appropriate work queues.	<p>Laserfiche comes with a host of applications that can ingest documents. The three mediums that are mentioned can each be handled differently, but in general something like a letter would be handled with Quick Fields, a fax could be ingested with import agent, and an email can be sent to the repository using the Laserfiche-Outlook integration (if your offices do not use Microsoft Outlook then import agent could be a valid substitute).</p> <p>Quick Fields is Laserfiche's bulk capture tool that can pick up documents from a queue (either a designated shared drive, the Laserfiche repository, or a scanner) and allows for document splitting, image enhancements, extraction of indexing information, full page and zone OCR, and other page processing. Cover sheets, slip-sheets, or unique page identifiers such as bar codes can be used to sort different types of documents and indicate the beginning or end of a document.</p> <p>As part of document capture, processing tools can be added with ease to automate metadata capture along with the document. Full page and zone OCR as well as pattern matching for information such as the batch number, scan date, machine name, document count, etc. to be saved alongside the document once it is stored to the repository as searchable fields, or printed onto the document image itself as a Laserfiche annotation. Documents can also be dynamically routed into the correct folders based on extracted data or scanning session data.</p>

			<p>Import Agent has the ability to monitor shared folders, including fax queues, and upon a file being placed in this folder, can upload sent documents to the repository. Import Agent is designed for smaller batches of documents, instant upload to repository, and has the option to manually add metadata and full page OCR.</p> <p>The Laserfiche-Outlook integration allows for emails and their attachments to be sent directly from an email inbox to Laserfiche. A Laserfiche ribbon can be added to the Outlook interface along with the default (File, Home, etc.) ribbons that offers several direct repository import options, including settings to generate links for multiple attachment uploads for easy access to one another in Laserfiche.</p>
4.1.1.3	Must have the ability to provide bar code processing.	PEIA would like the ability to process bar codes on forms that identify, at a minimum, the document type.	Yes, Quick Fields contains bar code processing capabilities. Quick Fields is explained in full detail in response to 4.1.1.2
4.1.1.4	Must have the ability to support OCR.	<p>PEIA requires "OCR for business forms resulting in no data entry." Some forms have no data entry. Must OCR these forms to gather as much data as possible that can be used for exception processing.</p> <p>Note: On-line forms will be printed and submitted via mail.</p>	Yes, Laserfiche is able to OCR documents throughout the suite. Laserfiche Quick Fields comes out-of-box with Full-page OCR capability to capture all typed text on a document. The document is then fully text searchable in the repository and a text window is available to monitor all captured text. In addition to Quick Fields, documents and forms can also be OCR'd through Workflow or immediately upon import into the repository.
4.1.1.5	Must have the ability to time-stamp all forms.	PEIA requires a time stamp for receipt and entry into imaging system.	Yes, Laserfiche can time stamp all forms. Upon their capture into Laserfiche (by any means) Laserfiche will automatically record the time associated with reception and interaction with the incoming document, as well as record the user who interacted with the document.

4.1.1.6	Must provide the ability for PEIA to capture a document for all possible incoming medium (letter, fax, email).		<p>Laserfiche comes with a host of applications that can ingest documents. The three mediums that are mentioned can each be handled differently, but in general something like a letter would be handled with Quick Fields, a fax could be ingested with import agent, and an email can be sent to the repository using the Laserfiche-Outlook integration (if your offices do not use Microsoft Outlook then import agent could be a valid substitute).</p> <p>These applications are explained in full detail in response to 4.1.1.2</p>
4.1.1.7	Must have the ability to add documents to the system at various touch points along the lifecycle of an inquiry.	Users must be able to interact directly with the application to import documents via scanning, incoming faxes or emails.	<p>Laserfiche import and scan capabilities allow for automated or manual document attachment to another live inquiry at the beginning, middle, or end of its lifecycle with several Laserfiche applications options to do so.</p> <p>Specifically, Laserfiche Forms enables upcoming tasks and documents to be directly assigned to Users or Teams according to your business process. Once assigned, appropriate users are alerted of their tasks and can ad-hoc interact with new documents for additional data capture and easy filing with related documents in the repository within a folder or metadata category.</p>
4.1.1.8	Must have the ability to clean up the image.	The system must be capable of performing image clean up including, but not limited to, de-speckling, de-skewing, lightening, darkening, etc.	Laserfiche Quick Fields comes with out-of-box image enhancement tools that include de-speckling, de-skewing, color removal, lightening, darkening, text fill, and more.
4.1.1.9	Must have the ability to handle exceptions, rescans, and/or re-indexing, before document capture process is complete.		Laserfiche can implement quality checks to ensure that by the time content is captured and archived it meets established quality standards. Documents that fail to meet these standards can be routed to an exception handling queue. From this queue documents can be manually changed (ex. metadata changes or reindexing) or sent back for rescanning.

4.1.1.10	Document Management solution must meet required HIPAA standards.	Management of sensitive medical records must meet HIPAA guidelines. The system security must support adherence to HIPAA regulations.	Laserfiche supports granular security settings that allow the PEIA to implement a role-based access/authorization control (RBAC) scheme that supports the HIPAA Security and Privacy rules.
4.1.1.11	Must have the ability to automatically route documents, as they are received in the system, to appropriate processing queues, based on document type or other document index attributes. Vendor must indicate the options available to the agency regarding indexing schema.	If document attributes are clearly defined and captured at the point of entry, documents should be automatically routed to appropriate queues. Indexing proposals must be scalable, for ease of future retrieval, including, but not limited to, name, DOB, case numbers (where applicable) and any other internal agency indexing criteria, as defined during the implementation phase of this project.	Laserfiche can route documents within repositories based on any number of conditions including document type and metadata (including name, DOB, case numbers, etc). Routing to queues can happen at point of entry or after user-entered metadata has been applied to the document. It is this sort of metadata that can also be used for future retrieval. Indexing schema is highly flexible within Laserfiche. Any amount of metadata from any source (OCR'd from a document, user-input, taken from a third party source, etc) can be used in indexing schema. Laserfiche would defer to PEIA for the final say on how this information is used in indexing.

4.1.1.12	Must have the ability to manually route documents as they are captured in the system to appropriate processing queues.	As documents arrive for processing, depending on the particular document type, an acceptance process may have to occur to ensure the document submitted is acceptable. At times, multiple versions of a document may exist and staff will need to verify accuracy or relevance.	In addition to the routing capabilities that can be configured to happen automatically either before or after initial document capture, Laserfiche allows for users with specific privileges to manually route documents. Routing (which can include moving, copying, or creating shortcuts of documents) can be performed via drag-and-drop or from a manual folder selection interface. Documents can be manually routed individually or in bulk.
4.1.1.13	Must have the ability to import documents in large volumes, including documents and associated index data.	PEIA has an outside contractor performing a back-file conversion on older documents. The solution will need to be able to import via ASCII Index file. In addition, PEIA also has third party partners who scan documents that should become part of a member record. These files will need to be imported into the PEIA repository as well.	Laserfiche can capture documents in bulk using one of a few capture tools- namely Quickfields, which can also perform page processes (de-skewing, despeckling, rotating, etc.) and OCR and zone OCR for metadata extraction. For documents coming from third party partners, Laserfiche has a few options for migrating these documents over. If a direct integration is not possible, Laserfiche can ingest documents from a shared windows drive using the QUickfields application mentioned above or any of our other capture applications.
4.1.1.14	Must have the ability to support exception handling.	If an error occurs during process (ex. Bar code processing, OCR, etc.), an exception queue shall be set up.	Yes, Laserfiche can move documents that require some exception handling into separate queues for manual reprocessing before releasing them back into an automatic queue.

4.1.1.15	Must have the ability to support various document types identified by PEIA for processing.	There are over 80 form types currently utilized by PEIA. The forms are available via web site and are currently printed and mailed to PEIA.	Laserfiche allows for the creation of custom metadata templates, which can correspond to different document types you process. Documents that are ingested from paper mail or an electronic format will go through their respective processing queues and have the appropriate template applied.
4.1.1.16	Must have the ability to track user access or changes to images.	Identification of users access or changes to documents is necessary to assure data integrity.	Laserfiche includes a host of auditing capabilities right out of the box. In addition to tracking the "who" and "when" of document access and changes, Laserfiche can produce reports as granular as to say when users logged in and out of the system and what folders they navigated to. Entry changes can also generate a version history, which provide insight into exactly what changed in a new version in addition to the aforementioned "who" and "when" information.
4.1.1.17	Must have the ability to integrate with the current infrastructure.	See section 1 for a description of current environment.	<p>Yes, all of the points addressed in section 1 of this RFQ are in line with normal Laserfiche solution implementations and system migrations. For migration of structured content in a legacy imaging system, a high-level overview of Laserfiche's data migration strategy is as follows:</p> <ul style="list-style-type: none"> • Review existing system and pay special attention to how images and metadata are stored. • Interview existing system's end-users about their system usage. • Map metadata from the legacy system to Laserfiche. • Validate that data in legacy EDMS is clean; if it is not, identify cases and determine appropriate handling. • If needed, export data from legacy EDMS into an intermediary format. • Build/configure migration utility or use existing out-of-the-box functionality to import data into Laserfiche. Ensure that validation also takes place on the imported data. • Test the end-to-end data migration process, and then when it is done do another round of testing.

			<ul style="list-style-type: none"> • Rebuild any document based workflows or business processes that were in place with the legacy system in Laserfiche. • Develop cutover plan in collaboration with the customer. • Perform the migration off hours or during the weekend(s) in multiple batches if necessary, and place the system into production per the cutover plan. <p>Laserfiche's integration with RightFax is out-of-the-box. As long as the RightFax server is storing fax's on a network drive, Laserfiche's Import Agent utility can monitor the folder and immediately import fax's into the repository. Integrating with Microsoft Dynamics is not out-of-the-box, but Laserfiche Consulting is experienced with implementations. It is typically handled through RESTful web service calls, but depending on authentication methods, may need to be developed through the Laserfiche SDK.</p>
4.1.1.18	Must have the ability to perform external database lookups - to assist with document processing/indexing.	Data is available in other systems that can be leveraged to complete document indexes and reduce manual data entry.	Yes, Laserfiche offers native ODBC lookup capabilities, compatible with SQL and Oracle databases. Lookup capabilities include querying data during document indexing and upload, during e-form completion, and as part of a workflow process.

4.1.1.19	Must have the ability to perform content management tasks such as assigning and tracking retention periods for documents maintained by the system.		<p>Yes. Laserfiche offers a DoD 5015.2 certified records management tool directly within the content repository, allowing records managers to easily administer the retention policies of any content stored in the system. Within the client applications, Laserfiche provides a quick view of a record's properties, lifecycle history, and eligible actions alongside the content displayed.</p> <p>Authorized users may configure properties that dictate how a record progresses through its lifecycle and what actions may be performed on the record at any given time. For example, time and event conditions may be flexibly defined to determine when a record becomes eligible for cutoff, after which the record becomes read-only and enters the retention period. At the end of its lifecycle, a record may be destroyed or archived, with the option to retain metadata after the files themselves have been removed from the repository.</p>
4.1.1.20	Must have the ability to manage retention rules including overriding standard configuration.	Administrative role only.	<p>Yes. By default, record properties and actions can be automatically inherited from parent folders, minimizing manual action and allowing records managers to administer records in batches. Authorized users may override default properties or perform actions on individual records on a case-by-case basis. Beyond the standard lifecycle, records may be frozen to prevent actions from being performed in the case of an audit or legal hold. Records may also have an alternate retention schedule applied allowing records to conditionally follow a separate set of rules. For instance, a record may ordinarily be retained for 5 years and then destroyed; however, in the event of an audit, an alternate schedule can be applied and the record is kept for 7 years and then archived.</p>

4.1.1.21	Document Management solution must meet required HIPAA standards.	Management of sensitive medical records must meet HIPAA guidelines. The system security must support adherence to HIPAA regulations. HIPAA requirements require control of access to every document of a medical record as well as safeguards to protect and recover data. All access to these documents must be tracked and capable of audit.	<p>Laserfiche employs two industry-leading certifications to help protect records in the Laserfiche repository in compliance with HIPAA standards. Compliance with these standards generally consists of three parts:</p> <ol style="list-style-type: none"> 1. Internal access enforcement: Laserfiche provides an extensive and granular set of tools for protecting sensitive content like credit card numbers and patient information when a user is within the system. Access can be set by administrators at the user or group level, and can be controlled at the folder, document, metadata, or word level. In addition, Laserfiche’s integration with Windows Active Directory means an additional level of username and password security. 2. External access enforcement: Laserfiche Server integrates with Windows Accounts to log itself into the network, allowing system administrators to set up a special Windows user for the Laserfiche Server that has access to the file and the database, and then restrict access from everyone else. Laserfiche is also fully compatible with Windows encryption. Communication over SSL/TLS is fully supported so data cannot be intercepted and accessed when travelling between the client and the server. 3. Recording access history: The Laserfiche system is capable of recording interactions between documents and users to prove compliance with HIPAA and other standards.
----------	--	--	--

4.1.1.22	Must have the ability to export data and associated documents for external system use.	<p>Content can be exported quickly and intuitively throughout the Laserfiche product suite, in a variety of different formats. Documents can be exported in their native format or exported as an image file, and data can be exported as a CSV, XML, JSON, or others. Export processes can be ad-hoc, in bulk, or automated to be triggered on a schedule or event within the system. Typically when Laserfiche is regularly pushing or pulling information from a specific external system, it is done through an integration. Laserfiche can provide system-to-system integrations via SOAP or RESTful web services, either within the Laserfiche workflow engine or using the Laserfiche SDK, or through direct API connections. Within a workflow, Laserfiche can interact with external web services via standard HTTP RESTful methods, including POST, GET, PUT, and DELETE. Responses from third-party web services are accepted in a variety of formats such as JSON, XML, HTTP, Text, etc., and can be parsed for use within the workflow. Web services can also be used to trigger Laserfiche workflows or functionality developed using the Laserfiche SDK can be published as a web service. Additionally, Laserfiche offers a powerful object-oriented SDK which includes access to the same APIs and libraries used to develop the Laserfiche client applications. The Laserfiche SDK includes COM, .NET and Java libraries in 32-bit and 64-bit.</p>
----------	--	--

4.1.1.23	Must have the ability to support e-forms processing.	The current online forms are static pdf files that can be printed, completed and submitted via mail. May explore fillable forms that can be completed online and submitted for processing by imaging system.	Yes. Laserfiche contains all the tools necessary to process scanned forms and extract data from them. However, most customers with business processes involving forms choose to take advantage of Laserfiche's full-featured e-forms product. Laserfiche Forms provides a simple, web-based tool for designing and publishing online forms. The system includes an elegantly simple design tool that uses HTML 5 to provide drag-and-drop form-building functionality. The Forms designer offers various field types for data collection such as single-line, multi-line, date, table, checkbox, signature, file upload, etc. Fields can be dynamically hidden or shown using user-defined conditions. For extended flexibility, Forms supports advanced customizations using CSS and JavaScript. To ensure that business users receive all necessary information in a consistent format, Forms contains options to make fields required, apply constraints, and pull information from ODBC-compliant databases or stored procedures. Created forms tie to business processes that are designed using the same Web 2.0 functionality, and Business Process Management Notation (BPMN) is used to define the overall process. Analogous to building the forms, the process is built via drag-and-drop of prebuilt activities, including user tasks, email notifications, logic gateways, and saving to the repository. Processes can include multiple forms, with the ability to pass previously-collected data to downstream forms. This data can be used for a variety of purposes – indexing, naming, and especially for usage in workflows. Since Laserfiche Forms is tightly integrated with the Laserfiche Workflow system, form submission can be used to initiate or continue workflow processes. Workflow in turn can invoke and modify Forms processes.
----------	--	--	--

4.1.1.24	Must have the ability to support ICR.	The capture system must contain ICR capabilities to support reading of hand print on structured documents.	Laserfiche does not contain a native ICR engine. However, through the Laserfiche Professional Developer Partnership Program, we can host a number of ICR solutions with seamless integrations throughout the suite. These partnerships include brands such as ABBYY and EzeScan. It is important to keep in mind however that even the most accurate ICR engines on the market will not produce a perfect print-to-digital match 100% of the time.
----------	---------------------------------------	--	--

ROM – Enterprise Document Capture and Management

This is a high-level estimate of scope and effort for an eventual Statement of Work (“SOW”) defining the professional services (“Professional Services”) that Laserfiche Consulting (“LFC”), a division of Compulink Management Center, Inc. dba Laserfiche (“Laserfiche”) will provide for the West Virginia Public Employees Insurance Agency (“PEIA”) in conjunction with the Imaging System project (“Project”). The SOW will be made a part of a Professional Services Agreement between Laserfiche and PEIA. In the event of any conflict or inconsistency between the SOW and any terms or conditions set forth in the Agreement or other document relating to the transactions contemplated by the Agreement, the terms and conditions set forth in the SOW will prevail.

Project Scope and Objective

PEIA seeks to implement an enterprise content management system to capture and manage its protected health information (PHI) documentation. To this end, Laserfiche will provide a centralized content repository with robust integration capabilities, user-friendly web-based interfaces, and extensive business process automation capabilities through workflow and electronic forms as part of the fully implemented project.

This estimate provides the scope of work, level of effort, and pricing for the project implementation based on information provided as part of the RFQ. The estimated timeline for implementation and deployment is 4 months.

Project Structure

Laserfiche will use Phases to drive the development of this project. Phases focus on large objectives and problems identified at the beginning of the project, and may sometimes run in parallel. Phases and the solutions proposed may be updated throughout the course of the project, with no formal scope change needed unless the estimated project effort increases. If the estimated effort does increase, a scope change will be needed to set a new budget. Aside from that, there is trust that the Laserfiche engineers and the PEIA team working on the project will know how to best use their efforts to deliver a quality solution. Laserfiche anticipates a cooperative learning relationship with PEIA throughout the project in which PEIA will be actively involved throughout all Phases.

Solution Design

Infrastructure and Authentication

Laserfiche recommends implementing our on-premise enterprise software suite in virtual machines to support PEIA's requirements. To allow for an iterative development and deployment approach, the infrastructure framework should include Development, Test, and Production environments. As part of the software deployment, Laserfiche will configure encryption of all data in transit via HTTPS/TLS. In addition, Laserfiche will work with PEIA on establishing a data backup and disaster recovery plan and implementing performance monitoring, clustering, failover, and compliance testing where appropriate.

Authentication will be configured to use PEIA's existing single sign-on capabilities through SAML 2.0 or Active Directory. When configured, Active Directory group synchronization can be used to automatically activate and deactivate users in Laserfiche and assign the appropriate access and privileges.

For enhanced end-user interfaces and simplified administration, Laserfiche recommends rolling-out the web client versions of our products. Our web products are supported on a wide-range of modern browsers including IE, Firefox, Safari, Chrome, and Edge. In addition, the mobile application is available on iOS, Android, and Windows operating systems.

Repository Configuration

The document repository is the backbone of a Laserfiche solution and will be configured with a folder structure to support records retention, document searching, and role/business-based access. Laserfiche supports separate folder structure, metadata, toolbar, and pane views, and rights and privileges for distinct users and roles through simple administrative configuration. This allows Records Managers to see a view specific to records management actions by businesses they support, while allowing a business user to see document and information relevant to their particular role and entitlement. Laserfiche security is highly granular and will be set automatically via workflow for both active and temporary users.

To locate documents quickly in the repository, comprehensive search functionality will be configured as part of the Laserfiche repository setup. The quick search allows a user to perform a basic search without having to open a new dialog box or change your repository view. Advanced search allows a user to create detailed searches that will locate entries based on one or more search types. Searches can be saved to run again later or shared with other Laserfiche users or groups.

Metadata Capture

Laserfiche offers end-users multiple import options to support a wide-range of document capture scenarios. The Laserfiche solution includes a workflow platform, which sits in the document repository, routing and classifying records as they are imported based on extracted text or metadata information. Records can also be linked to inventories, regulations, privacy issues, or PEIA business identifiers automatically or manually based on metadata information in the repository or criteria and unique identifiers captured from third party applications or databases.

Other import options that will be configured include a bulk capture tool, Quick Fields, which is used to ingest structured document types in bulk using targeted OCR for extraction and identification. In addition, automatic capture from monitored network folders and manual document import will be enabled to support integration initiatives and ad-hoc user scanning requirements. Laserfiche products are capable of extracting information from a wide range of document types, including, but not limited to, .txt, .csv, .HTML, .XML, .JSON, PDF, Word, and Excel. In addition, OCR text extraction can be used for image files and other document types.

Migration Strategy

Laserfiche has a number of different techniques to import existing customer documents using out of the box software solutions and custom coding. The decision on which tool to use is based on the amount of documents that are being migrated and the timeframe for the migration to run. Other things that impact which tool to use are how the documents are being stored and what metadata will be migrated with the documents. In all cases, Laserfiche will configure a repository consisting of a folder hierarchy with metadata security that the documents will be migrated into.

The simplest approach is with Laserfiche's out the box tools, which include Import Agent, Quick Fields, and Workflow. These applications work well when importing documents where the metadata is included in the title of the documents or used in an existing folder structure. There is little to no custom code and because of that cannot extract information from another application or database. This is the slowest option but one of the easiest to set up and monitor through Laserfiche's application history and auditing tools.

For integrating with other applications or when better performance is necessary, a custom migration tool is required. There are two options for a custom migration tool to Laserfiche. The first is to use Laserfiche's API which is a simpler approach and the Laserfiche system can be active during the migration. The API has built-in calls and methods to manage any document or metadata needs and constraints. This option can be integrated to pull information from third-party applications.

The other custom coding tool is to migrate the documents from the existing system directly into the Laserfiche server database. This offers the same flexibility and integration points as using Laserfiche's API, but bypasses the Laserfiche Server and migrates documents directly into the database to increase speed. Because the Laserfiche server is not used, extra checks and document handling have to be managed by the tool, and the Laserfiche repository must be down when running. This option is used when there are a large number of documents that need to be moved quickly into Laserfiche.

All of these tools allow the migration to be run as a full migration, a subset, or a differential. With a subset migration, metadata filters will be used to select sections of documents to be migrated, such as by department. The tool will also allow for a delta migration of documents that recognizes and updates documents that have changed since a prior migration.

To confirm the tool's functionality a test migration will be run on a subset of the documents to guarantee accuracy of the tool and identify bottlenecks in the migration.

During the migration process, the utility will perform checks on the data retrieved from the existing system to verify that sufficient information is present to create the matching Laserfiche documents. Additional checks will be performed by the utility on metadata constraints when the documents are created. If errors are detected, the details of the relevant documents will be saved to log files for review after the migration is complete. Finally, post-migration, additional checks will be performed on the contents of the Laserfiche repository in SQL to verify that they match the original contents of the legacy system's database.

Integration

Laserfiche offers multiple out-of-the-box tools to support integrations with third party applications. The integration options selected will depend on the level of access that Laserfiche can have to the third-party application data and may use any of the following tools: Workflow, SDK, or Connector.

Laserfiche Workflow provides multiple integration activities designed to synchronize data between Laserfiche and third-party applications in real-time. The activities can use Web Service calls, direct database queries, and ODBC connectivity to push data to or pull data from other applications, databases, spreadsheets, message delivery services and SFTPs. Workflows can be triggered by a Web Service call from a third-party application or from changes in Laserfiche. For more custom integrations, Laserfiche will use our powerful software development toolkit (SDK) in conjunction with Workflow to extend our enterprise content management capabilities. The Laserfiche SDK is the same programming interface that Laserfiche uses for all client-side development and includes .NET, COM and Java libraries.

For legacy applications and/or where data access is not possible, Laserfiche will configure Laserfiche Connector to OCR/screen PEIA information from the third-party application and provide two-way data transfer. Laserfiche Connector requires that the user have the applications open in order to transfer data.

Finally, Laserfiche will configure the out-of-the-box Microsoft Office Integration to support document import and versioning directly from Microsoft Office products. Using the Office Integration, you can send files to Laserfiche directly from Office applications, update electronic documents already in your repository from within their native Office applications and easily attach Laserfiche documents to Microsoft Outlook e-mails. You can also take advantage of Laserfiche metadata, versioning, and check in/check out features without closing your document.

Identified Phases

The following Phases (major project areas) are included in the services. Phases will run in parallel where possible.

Phase	Description	Est. Time
Requirements Gathering	<p>Core Activities Include:</p> <ul style="list-style-type: none"> • Work with PEIA Business Analysts to define taxonomies, metadata, form types, retention schedules, and other repository infrastructure that will support subsequent work. • Work with PEIA Business Analysts to define user access and HIPAA compliance regulations. • Work with PEIA Business Analysts to document and define workflow and business process steps. • Work with PEIA Business Analysts to define migration and integration details. • Work with PEIA Business Analysts to assess and document capture, routing, and export processes. • Work with PEIA Business Analysts to plan training topics for the system administrators and trainers. <p>Deliverables/Acceptance Criteria:</p> <ul style="list-style-type: none"> • Project Plan. • Requirements Document. <p>Assumptions Driving Effort:</p> <ul style="list-style-type: none"> • The Requirements Document produced during this phase defines solution requirements. Scope change from the documented requirements may require a Project Scope Change Request and affect project scheduling and/or pricing. 	<p>Time: 3 weeks</p> <p>Hours: 200</p>
Infrastructure and Authentication	<p>Core Activities Include:</p> <ul style="list-style-type: none"> • Deploy and configure Laserfiche software in Development, Test and Production environments. • Work with PEIA IT to perform initial security and access configuration for infrastructure and applications in accordance with PEIA's HIPAA standards. • Work with PEIA IT to configure SAML 2.0, LDAP, or Active Directory depending on need from requirements gathering phase. • Work with PEIA IT to configure necessary authentication connectivity between Laserfiche and PEIA systems, including 	<p>Time: 1 week</p> <p>Hours: 60</p>

	<p>read-only access to PEIA Domain Controllers to validate login requests.</p> <p>Deliverables/Acceptance Criteria:</p> <ul style="list-style-type: none"> • Laserfiche software deployed in all environments. • Data encryption in accordance with PEIA’s policies. <p>Assumptions Driving Effort:</p> <ul style="list-style-type: none"> • PEIA is utilizing a single Active Directory domain or SAML 2.0 for all environments and all users will authenticate to Laserfiche using accounts on that domain. • PEIA will establish any trust relationships between the PEIA and Laserfiche domains necessary for Laserfiche to authenticate login requests against PEIA Domain Controllers. 	
System Implementation	<p>Core Activities Include:</p> <p>Create and configure an intuitive Laserfiche repository for PEIA, which includes:</p> <ul style="list-style-type: none"> • Configuring user and group security access to applications. • Implementing access and security configurations for documents, folders, metadata, and processes. • Configuring templates, indexing fields, records retention, and naming convention per metadata plan. • Configuring folder structure to support document storage, searching and records retention. • Configure Laserfiche Workflows to route incoming documents to appropriate processing queues or folders in repository based on document types or metadata fields. • Configure Laserfiche Workflows to implement appropriate retention schedules based on document type and metadata captured. <p>Deliverables/Acceptance Criteria:</p> <ul style="list-style-type: none"> • Laserfiche repository deployed and ready for user acceptance testing (UAT). <p>Assumptions Driving Effort:</p> <ul style="list-style-type: none"> • Laserfiche defines a Record Series as a combination of a retention schedule, cutoff, and disposition action. Ex: “Retain 5 years after the End of the Fiscal Year, then Destroy”. • Laserfiche will implementation up to 7 of the existing document routing workflows. 	<p>Time: 1 week</p> <p>Hours: 50</p>

<p>Document Capture</p>	<p>Core Activities Include:</p> <p>Configure processes to support document import and automatic routing throughout the inquiry lifecycle, which includes:</p> <ul style="list-style-type: none"> • Configuring Quick Fields sessions to support bulk structured document capture, OCR, identification, timestamping, and indexing for up to 80 unique form types. • Configuring Quick Fields sessions to identify bar codes on PEIA documentation. • Configuring database lookups to automatically populate metadata fields. • Configuring built-in image processing (such as auto-deskew, de-speckling, lightening, darkening, and rotation) upon document ingestion. • Configuring exception routing for documents with processing or indexing errors. • Configuring Import Agent to monitor a network folder and import incoming documents and/or configuring the Email Archiving Tool to monitor a dedicated email address and import incoming invoice emails. • Configuring a process to import ASCII Index files and associated images from external contractor. • Configuring support for 3rd party application to support ICR, as required. <p>Configuring individual and bulk document and metadata export, which includes:</p> <ul style="list-style-type: none"> • Configuring out of the box reporting features. • Implementing a workflow for automated bulk export based on user entered criteria. • Configuring a process to export data for external system use. Export options include, but are not limited to: Excel, CSV, Text file, JSON, XML, database table, and PDF formats. <p>Deliverables/Acceptance Criteria:</p> <ul style="list-style-type: none"> • Laserfiche document capture and export deployed and ready for user acceptance testing (UAT). <p>Assumptions Driving Effort:</p> <ul style="list-style-type: none"> • Laserfiche will implement document identification for up to 80 standard format document types or barcode separator sheets. PEIA administrators will be trained to implement additional document types as necessary. 	<p>Time: 3 weeks</p> <p>Hours: 160</p>
-------------------------	--	--

	<ul style="list-style-type: none"> • Bulk scanning with automatic identification and data extraction depends on a consistent format or a unique text phase or barcode identifier. Non-standard formats may need to be manually indexed in a processing queue. Laserfiche will work with PEIA to automate as much backfile scanning as possible. • PEIA will provide information on desired exception handling (e.g. how to index documents missing required information). • The Email Archiving Tool requires Microsoft Office 365. 	
Migration	<p>Core Activities Include:</p> <p>Implement processes to import documents and metadata contained in the legacy OnBase system, which includes:</p> <ul style="list-style-type: none"> • Writing a database migration utility to migrate content from OnBase to Laserfiche using database queries, APIs or export processes. <ul style="list-style-type: none"> ○ Utility will migrate documents, images, media files and metadata from OnBase into a Laserfiche repository. ○ Utility will allow for migration of documents into a new Laserfiche repository or an existing Laserfiche repository. ○ Utility will retain and migrate any prior unique identifiers that were associated to the document in OnBase. ○ Utility will log all errors and warnings encountered during the migration process. • Testing for the utility will consist of a test migration of up to 100,000 documents. • Running the full legacy migration from OnBase in the production environment. <p>Deliverables/Acceptance Criteria:</p> <ul style="list-style-type: none"> • OnBase documents migrated into the Development environment. <p>Assumptions Driving Effort:</p> <ul style="list-style-type: none"> • The specific migration process will be based on total number of documents identified in OnBase. • All content in OnBase is considered archival and not “work in progress”. That is, once converted and migrated, documents do not need to be integrated into any active processes. 	<p>Time: 4 weeks</p> <p>Hours: 160</p>

	<ul style="list-style-type: none"> • There will be a way to associate the exported document and image files to the metadata stored in the OnBase database via unique ID. • No annotations, document versions, or workflows will be migrated from OnBase to Laserfiche. If necessary, this requirement will be scoped out separately. • OCR data will not be migrated from OnBase to Laserfiche. Laserfiche will work with PEIA to determine the best process to OCR documents after they are already stored in the Laserfiche repository. • Images and metadata in OnBase can be accessed via an Application Programming Interface (API) or via an export process. • Images and electronic documents (Word, PDF, etc.) stored in OnBase are stored in a non-proprietary format. Non-proprietary refers to the ability to open documents and read their contents without any additional programming. • PEIA will ensure Laserfiche has adequate hardware resources to perform the document migration. Laserfiche will provide resource recommendations. • PEIA currently has 300GB of data in OnBase. 	
Integration	<p>Core Activities Include:</p> <p>Design and configure integrations to support the project, which includes:</p> <ul style="list-style-type: none"> • Configuring database lookups, web services calls, or API calls to Microsoft Dynamics to transfer, populate and validate data. • Configuring the out-of-the-box integration with Microsoft Office. • Configuring a process to import documents received from RightFax fax server. Laserfiche recommends setting up a monitored network folder. • Configuring a process to monitor the Manage My Benefits database for documents uploaded over 5 days ago or that have an approved coverage change and import the documents from the associated upload folder. <p>Deliverables/Acceptance Criteria:</p> <ul style="list-style-type: none"> • Laserfiche integrations options deployed and ready for user acceptance testing (UAT). <p>Assumptions Driving Effort:</p>	<p>Time: 1 week</p> <p>Hours: 50</p>

	<ul style="list-style-type: none"> • Third party applications will allow for direct database lookups or provide a web service endpoint or API that Laserfiche can use for the integration. If neither option is available, Laserfiche may offer an integration using Laserfiche Connector (screen-scraping tool) or flat file transfer. • AmTrust will be responsible for embedding the unique document viewer URL passed by Laserfiche into the AmTrust Manager application. 	
Training, Knowledge Transfer, and Documentation	<p>Core Activities Include:</p> <p>Train PEIA users and administrators as well as Laserfiche Support on the solution developed and how to manage and support it, which includes:</p> <ul style="list-style-type: none"> • Provide recorded on-site and WebEx training to PEIA end-users and administrators on how to use and implement the solution. • Provide recorded on-site and WebEx training to PEIA administrators on how to maintain the system. • Create system and administrative documentation for the solution. • Provide PEIA with training documentation. <p>Deliverables/Acceptance Criteria:</p> <ul style="list-style-type: none"> • Training sessions (either remote or in-person) for PEIA end-users, administrators, PEIA Stakeholders, and Laserfiche Support on the new Laserfiche solution for post-project support. • Finalized system documentation that outlines the solution built in the PEIA environment. • Laserfiche administration documentation. <p>Assumptions Driving Effort:</p> <ul style="list-style-type: none"> • PEIA will work with Laserfiche to help develop appropriate training materials for end-users and be available to provide any assistance Laserfiche may need for additional end user trainings. 	Time: 2 weeks Hours: 120
User Acceptance Testing	<p>Core Activities Include:</p> <ul style="list-style-type: none"> • Work with PEIA to develop test scripts for UAT that map to the defined acceptance criteria. • Testing by PEIA end-users using the test scripts. • Remediate any issues discovered during PEIA until acceptance criteria are satisfied. 	Time: 3 weeks Hours: 250

	<ul style="list-style-type: none"> • Work with PEIA to complete performance and compliance testing. <p>Deliverables/Acceptance Criteria:</p> <ul style="list-style-type: none"> • Solution deployed in Test, approved by PEIA for promotion to Production. <p>Assumptions Driving Effort:</p> <ul style="list-style-type: none"> • PEIA personnel will be available for UAT per a mutually agreed-upon schedule. 	
Go-Live and Post-Production Support	<p>Core Activities Include:</p> <ul style="list-style-type: none"> • Prepare for system Go-Live. • Promote solution to Production. • Remediate any issues within scope as necessary. <p>Deliverables/Acceptance Criteria:</p> <ul style="list-style-type: none"> • Laserfiche solution deployed in Production and ready for end-users. <p>Assumptions Driving Effort:</p> <ul style="list-style-type: none"> • The Laserfiche project team will continue to support the solution for four (4) weeks while transitioning support responsibilities to the Laserfiche Consulting Support Team. • Laserfiche will provide professional services per the terms and conditions of the enterprise agreement. • The Laserfiche license includes software support as described in the LSAP section of the attached Enterprise Agreement. • Laserfiche cannot provide hardware support for customer-hosted solutions, however, will provide recommendations for underlying infrastructure. 	<p>Time: 120 Hours: 4 weeks</p>

PEIA Responsibilities

The following are PEIA responsibilities for the Services. PEIA *signee must initial each item to provide their acknowledgement.*

1. ___ PEIA will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success, including: a designated project manager, IT personnel, subject matter specialists, and personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan. Any delays in UAT may involve additional hours or fees.
2. ___ PEIA will work with Laserfiche to provide any necessary technical resources and support. This includes providing any access to the PEIA environment that the Laserfiche team will need to develop and providing requested documentation and acceptance of key deliverables within 2-3 business days. If PEIA does not respond in writing to Laserfiche's request for acceptance within five business days of Laserfiche's request, or PEIA does not reasonably refuse such approval within the five-day period, PEIA will be deemed to have accepted.
3. ___ PEIA will be responsible for providing all hardware and licensing all software components necessary for completing Services. This includes: Windows Server (2016R2 or higher) and Microsoft SQL Server Standard/Enterprise (2016 or higher) licenses, SSL certificates for all servers that require them, Licenses for all other software and systems with which the Laserfiche system will integrate.

Project Assumptions

1. ___ The scope of the engagement will include the Services described in this SOW. Any additional scope requests will be provided in a separate SOW or change order. The Services will focus exclusively on Laserfiche and Laserfiche-related products to support the system and solution.
2. ___ If after Laserfiche's request for acceptance on project closeout, PEIA does not accept or refuses to accept the request within three business days, PEIA will be deemed to have accepted.
3. ___ All Laserfiche Software Products, Professional Services and Support are sold subject to the terms and conditions of Laserfiche's Software License Agreement, which accompanies the software. By accepting this Statement of Work, PEIA accepts all of these terms and conditions, which will not be varied except in writing signed by both parties.

Professional Services Pricing

The tables below include both onsite and offsite Professional Services work. This is a fixed cost project.

Phase	Description	Rate	Est. Hours	Est. Cost
1	Requirements Gathering	\$225.00	200	\$45,000.00
2	Infrastructure and Authentication	\$225.00	60	\$13,500.00
3	System Implementation	\$225.00	50	\$15,750.00
4	Document Capture	\$225.00	160	\$36,000.00
5	Migration	\$225.00	160	\$36,000.00
6	Integration	\$225.00	50	\$11,250.00
7	Training, Knowledge Transfer, and Documentation	\$225.00	120	\$27,000.00
8	User Acceptance Testing	\$225	250	\$56,250.00
9	Go-Live and Post-Production Support	\$225	120	\$27,000.00
TRV	Travel (Flat Rate)	N/A	N/A	\$8,000.00
Total Cost:			1170	\$271,250.00

Laserfiche Components

Laserfiche is packaged to meet the needs of an enterprise deployment. The licensing options being offered for WV PEIA includes the below functionality.

Core Laserfiche System Components (Included in Full User)

Laserfiche Component	Description
Laserfiche Server	Core application and content server. Laserfiche includes unlimited application servers and repositories that can be used to create environments for different organizational units, DEV, UAT, PROD, etc.
Laserfiche Client	Enables users to access repository content through a desktop application.
Laserfiche Web Client	Enables users to access repository content through a web browser.
Laserfiche Mobile	Enables users to access repository content through an Android, iOS, or Windows Phone application.
Laserfiche Web Administration Console	Enables administrators to manage an installation through a web browser.
Laserfiche Workflow	Automates content processing and business processes through the configuration of the drag-and-drop Workflow Designer.
Laserfiche Snapshot	Virtually prints content into Laserfiche as a TIFF image, generates associated text for full-text searching, and allows for indexing upon import.
Laserfiche Advanced Audit Trail with Watermark Feature	Tracks attempted and successful events performed in the repository including login, document deletion, and audit configuration modification.
Laserfiche Digital Signatures	Applies to electronic forms or to documents using a signing certificate.
Laserfiche Microsoft Office Integration	Allows for direct content import as well as indexing capabilities from a Laserfiche ribbon at the top of all Microsoft Office products. Within Outlook, emails and attachments can be imported to the repository with a single click and auto-indexed with information such as sender, subject, time received, etc.
Laserfiche SharePoint Integration	Enables users to browse and search Laserfiche contents from SharePoint and send content from SharePoint to Laserfiche.
Laserfiche Records Management	Provides integrated, DoD 5015.2 certified records management functionality to keep track of documents through their complete records lifecycle.
Laserfiche Forms	Enables organizations to collect, route and process information captured through electronic forms.
Laserfiche Connector	Provides a non-programmatic means for integrating Laserfiche with a line of business applications.

Google Drive Integration	Enables users to quickly capture and centrally store all Google Drive content without needing to export it first.
OneDrive Integration	Enables users to quickly capture and centrally store all OneDrive and OneDrive Business content without needing to export it first.

User Licenses

Laserfiche Component	Description
Full User	<p>Provides the entire array of Laserfiche feature functionality in one user type with read-write repository access and the ability to participate in, create and administer forms and workflow processes. A Full User license includes all of the components listed above. This license provides the user the ability to:</p> <ul style="list-style-type: none"> • Create, manage, edit and administer repository functionality • Create, manage, edit, admonitory workflow processes • Create, manage, edit and participate in forms processes • Create, edit, assign teams, members and roles • Create and view reports <p>**Please note that all Admins must have a full user license.</p>

Component Licenses

Laserfiche Component	Description
Quick Fields Complete	Provides batch processing capabilities assisting in automated data capture and storage through document classification, quick fields scripting kit, validation (pattern matching) packages for bar code, real-time lookup, zone OCR, forms alignment, forms identification, forms extractor, optical mark recognition and auto stamp/redaction/bates numbering. real-time lookups, zone OCR, auto-redaction, etc.
Quick Fields Agent	Enables scheduling of Quick Fields sessions to have them run unattended.
Import Agent	Monitors network folders and imports files into the Laserfiche system. Upon import, this utility can perform OCR as well as index and route documents based on the Window's file path or file name.
Forms Portal	Add-on to Laserfiche Forms that allows form submissions from unlicensed (public) users. *Perpetual is priced per Laserfiche Server or Laserfiche System.
Public Portal License(s)	Allows for concurrent, read-only connections to allocated areas of the Laserfiche repository to be accessed by the public. *Perpetual is priced per Laserfiche Server or Laserfiche System.
Laserfiche SDK	Includes access to the same Web Services, APIs, and libraries used to develop the Laserfiche client applications.

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.

Aakash Jha, Solutions Consultant

(Name, Title)

(Printed Name and Title)

3534 Long Beach Blvd., Long Beach, CA, 90807

(Address)

562-988-1688 X596

(Phone Number) / (Fax Number)

aakash.jha@laserfiche.com

(email address)

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

Compulink Management Center, Inc. DBA Laserfiche

(Company)

Hedy Belttary  Hedy Belttary, Senior VP of Sales

(Authorized Signature) (Representative Name, Title)

Hedy Belttary, Senior VP of Sales

(Printed Name and Title of Authorized Representative)

10/19/2018
01:01 PM EDT

(Date)

562-988-1688 X340

(Phone Number) (Fax Number)

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 a 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: _____

Signature: _____

Title: _____

Date: _____

Name of Associate: Compulink Manag

Signature: Wylie Strout  10/16/2019
11:55 AM EDT
General Counsel

Title: _____

Date: 10/16/2019

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 11


Patrick Morrisey
Attorney General

General Terms and Conditions – EXCEPTIONS

Section	Original Language	Proposed Language
28. WARRANTY	<p>The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.</p>	<p>The Vendor expressly warrants that for a limited term of ninety (90) days (“Warranty Period”) the goods and/or services covered by this Contract will: (a) substantially conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; and (b) be free from defect in material and workmanship during the relevant Warranty Period. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, VENDOR GRANTS NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE PRODUCTS OR PROFESSIONAL SERVICES; VENDOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS CONTRACT DOES NOT EXCLUDE, RESTRICT OR MODIFY ANY LIABILITY IMPOSED OTHERWISE UNDER LAW THAT CANNOT, BY SUCH LAW, BE EXCLUDED, RESTRICTED OR MODIFIED.</p>