West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Welcome, Lu Anne Cottrill

| Procurement | Budgeting | Accounts Receivable | Accounts Payable |

Solicitation Response(SR) Dept: 0506 ID: ESR09082000000001600 Ver.: 1 Function: New Phase: Final ▼ Modified by batch , 09/08/2020

Header 📎 1   ⬜ ⊟

List View

| **General Information** | Contact | Default Values | Discount | Document Information | Clarification Request |

Procurement Folder: 735918

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000161584 ⬆

Legal Name: COLLABORATIVE FUSION INC

Alias/DBA:

Total Bid: $466,380.00

Response Date: 09/08/2020 📅

Response Time: 12:04

Responded By User ID: ecoggins ⬆

First Name: Ann Marie

Last Name: Brown

Email: annmarie.brown@juvare.

Phone: 3366895060

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: BPH2100000002

Published Date: 9/1/20

Close Date: 9/8/20

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 2 EMERGENCY CREDENTIALING SYSTEM

Total of Header Attachments: 1

Total of All Attachments: 1

Proc Folder:	735918
Solicitation Description:	ADDENDUM 2 EMERGENCY CREDENTIALING SYSTEM
Proc Type:	Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2020-09-08 13:30	SR 0506 ESR09082000000001600	1

VENDOR
000000161584
COLLABORATIVE FUSION INC

Solicitation Number:	CRFQ 0506 BPH2100000002				
Total Bid:	466380	**Response Date:**	2020-09-08	**Response Time:**	12:04:51
Comments:					

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Year 1 - Deliverable 1 - Per Section 4.12.1.1-4.12.1.5	1.00000	EA	11300.000000	11300.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 1 - Deliverable 1-5
4.12.1.1-4.12.1.5
Within the 1st month of the contract start date the following mandatory deliverables must be performed by vendor:
Year 1 - Deliverable 1 Per Section 4.12.1.1
By the end of Day two (2) of the contract start date, Vendor will meet with CTP to develop basic concepts of credential system, implementation strategy and training plan. This portion of the deliverable can be accomplished by a telephone conference call or web x type presentation.
Year 1 - Deliverable 2 Per Section 4.12.1.2
By the end of Week one (1) of the contract start date, Vendor will meet with Notification System Workgroup (State developed) to finalize implementation strategy and training plan. This meeting must be conducted in Charleston, WV with State staff. The implementation strategy must include comprehensive technical documentation necessary that defines the implementation of the system in a new hosting setting.
Year 1 - Deliverable 3 Per Section 4.12.1.3
By the end of Week two (2) of the contract start date, Vendor will develop/implement State and Local Health components of Notification System. This will include integration of the system to applicable web-based databases and IT systems (e.g. state and federal professional licensure agencies, WV Department of Motor Vehicles, National ESAR-VHP) using vendor supplied integration tools. Also included is the completion of the transfer (or re-build) of currently housed group and individual registrant data from the incumbent system to the new Vendor system.
Year 1 - Deliverable 4 Per Section 4.12.1.4
By the end of Week three (3) of the contract start date, Vendor will complete performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. Vendor presence will be required in Charleston, WV during the performance test and initiation of the system.
Year 1 - Deliverable 5 Per Section 4.12.1.5
By the end of Week three (3) of the contract start date, Vendor will develop and conduct four (4) initial onsite, in-person user trainings as outlined in Section 4.11.4. A reproducible copy of all training material must be provided to CTP.
Vendor will invoice and Agency will pay the total cost for these Deliverables in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Year 2 - Deliverable 3 - Per Section 4.12.2.3	1.00000	EA	2000.000000	2000.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 2 - Deliverable 3 Per Section 4.12.2.3
By the end of thirty (30) calendar days of the contract start date, Vendor will develop and conduct one onsite, in-person user training as outlined in Section 4.11.6. One reproducible copy of all training material must be provided to CTP.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Year 2 - Deliverable 4 - Per Section 4.12.2.4	1.00000	EA	1790.000000	1790.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 2 - Deliverable 4 Per Section 4.12.2.4
By the end of one-hundred twenty (120) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Year 2 - Deliverable 5 - Per Section 4.12.2.5	1.00000	EA	1790.000000	1790.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 2- Deliverable 5 Per Section 4.12.2.5
By the end of two hundred forty (240) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Year 2 - Deliverable 6 - Per Section 4.12.2.6	1.00000	EA	895.000000	895.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 2 - Deliverable 6 Per Section 4.12.2.6
By the end of Week one (1) of the contract start date, Vendor must provide one training on system updates/changes, via web-based delivery or reproducible DVD.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Year 2 - Deliverable 7- Per Section 4.12.2.7	1.00000	EA	20000.000000	20000.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 2 - Deliverable 7 Per Section 4.12.2.7
By the end of two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, One WV-specific, functional exercise of the state credentialing system, using the Vendor product, in order to satisfy federal ESAR-VHP requirements.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Year 3 - Deliverable 1 - Per Section 4.12.3.1	12.00000	MO	5425.000000	65100.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 3 - Deliverable 1 Per Section 4.12.3.1
From Week one (1) of the contract start date through the end of the contract, Vendor will maintain system in ready state, constantly monitoring for any operational irregularity to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.
 Please provide a monthly and yearly total cost for this deliverable.
Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Year 3 - Deliverable 2 - Per Section 4.12.3.2	12.00000	MO	2085.000000	25020.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 3 - Deliverable 2 Per Section 4.12.3.2
From Week one (1) of the contract start date through the end of the contract, Technical assistance will be performed as needed upon contact by State or Local staff. Maximum of fifteen (15) hours of technical assistance per month.
Please provide a monthly and yearly total cost for this deliverable.
Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Year 3 - Deliverable 3 - Per Section 4.12.3.3	1.00000	EA	2000.000000	2000.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 3 - Deliverable 3 Per Section 4.12.3.3
By the end of Thirty (30) calendar days of the contract start date, Vendor will develop and conduct one onsite, in-person user training as outlined in Section 4.11.6. One reproducible copy of all training material must be provided to CTP.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Year 3 - Deliverable 4 - Per Section 4.12.3.4	1.00000	EA	1790.000000	1790.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 3 - Deliverable 4 Per Section 4.12.3.4
By the end of Thirty (30) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Year 3 - Deliverable 5 - Per Section 4.12.3.5	1.00000	EA	1790.000000	1790.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 3- Deliverable 5 Per Section 4.12.3.5
By the end of Sixty (60) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Year 1 - Deliverable 6 - Per Section 4.12.1.6	1.00000	EA	895.000000	895.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 1 - Deliverable 6 Per Section 4.12.1.6
By the end of thirty (30) calendar days of the contract start date, Vendor will develop and conduct one web-based initial user training (off-site delivery is acceptable), at least one hour in length, as outlined in Section 4.11.5. A recorded copy of the webinars must be provided to CTP.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Year 3 - Deliverable 6 - Per Section 4.12.3.6	1.00000	EA	895.000000	895.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 3 - Deliverable 6 Per Section 4.12.3.6
By the end of Week one (1) of the contract start date, Vendor must provide One training on system updates/changes, via web-based delivery or reproducible DVD.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Year 3 - Deliverable 7 Per Section 4.12.3.7	1.00000	EA	20000.000000	20000.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 3 - Deliverable 7 Per Section 4.12.3.7
By the end of Two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, One WV-specific, functional exercise of the state credentialing system, using the Vendors product, in order to satisfy federal ESAR-VHP requirements.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Year 4 - Deliverable 1 - Per Section 4.12.4.1	12.00000	MO	5425.000000	65100.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 4 - Deliverable 1 Per Section 4.12.4.1
From Week one (1) of the contract start date through the end of the contract, Vendor will maintain system in ready state, constantly monitoring for any operational irregularity to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.
Please provide a monthly and yearly total cost for this deliverable.
Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Year 4 - Deliverable 2 - Per Section 4.12.4.2	12.00000	MO	2085.000000	25020.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 4 - Deliverable 2 Per Section 4.12.4.2
From Week one (1) of the contract start date through the end of the contract, Technical assistance will be performed as needed upon contact by State or Local staff. Maximum of fifteen (15) hours of technical assistance per month.
Please provide a monthly and yearly total cost for this deliverable.
Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Year 4 - Deliverable 3 - Per Section 4.12.4.3	1.00000	EA	2000.000000	2000.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 4 - Deliverable 3 Per Section 4.12.4.3
By the end of Thirty (30) calendar days of the contract start date, Vendor will develop and conduct one onsite, in-person user training as outlined in Section 4.11.6. One reproducible copy of all training material must be provided to CTP.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Year 4 - Deliverable 4 - Per Section 4.12.4.4	1.00000	EA	1790.000000	1790.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 4 - Deliverable 4 Per Section 4.12.4.4
By the end of Thirty (30) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Year 4 - Deliverable 5 - Per Section 4.12.4.5	1.00000	EA	1790.000000	1790.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 4-Deliverable 5 Per Section 4.12.4.5.
By the end sixty (60) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Year 4 - Deliverable 6 - Per Section 4.12.4.6	1.00000	EA	895.000000	895.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 4 - Deliverable 6
 Per Section 4.12.4.6
By the end of Week one (1) of the contract start date, Vendor must provide training on system updates/changes, via web-based delivery or reproducible DVD.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Year 4 - Deliverable 7 - Per Section 4.12.4.7	1.00000	EA	20000.000000	20000.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 4 - Deliverable 7 Per Section 4.12.4.7
By the end of Two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor product, in order to satisfy federal ESAR-VHP requirements.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Year 1 - Deliverable 7 - Per Section 4.12.1.7	1.00000	EA	895.000000	895.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 1- Deliverable 7- Per Section 4.12.1.7
By the end of ninety (90) calendar days of the contract start date, Vendor will develop and conduct one web-based initial user training (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.5. One recorded copy of the webinars must be provided to CTP.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Year 1 - Deliverable 8 - Per Section 4.12.1.8	1.00000	EA	895.000000	895.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 1 - Deliverable 8 Per Section 4.12.1.8
By the end of one-hundred eighty (180) calendar days of the contract start date, Vendor must provide one training on new system updates/ changes, via web-based delivery or reproducible DVD.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Year 1 - Deliverable 9 - Per Section 4.12.1.9	11.00000	MO	5425.000000	59675.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 1 - Deliverable 9 Per Section 4.12.1.9
From sixty (60) calendar days of the contract start date through the end of the contract, Vendor will maintain system in ready state, constantly monitoring for any operational irregularity to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.
Please provide a monthly and total yearly (11 month) cost for this deliverable after the initiation date up to the end of the contract period. The first 30 calendar days (month) from contract start date are development costs and not included in this amount.
Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Year 1 - Deliverable 10 - Per Section 4.12.1.10	11.00000	MO	2085.000000	22935.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 1 - Deliverable 10 Per Section 4.12.1.10
From sixty (60) calendar days of the contract start date through the end of the contract, Technical assistance will be performed as needed upon contact by State or Local staff. Maximum of thirty (30) hours of technical assistance for the first month and a maximum of fifteen (15) hours of technical assistance per month thereafter.
Please provide a monthly and total yearly (11 month) cost for this deliverable after the initiation date up to the end of the contract period. The first 30 calendar days (month) from contract start date are development costs and not included in this amount.
Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Year 1 - Deliverable 11 - Per Section 4.12.1.11	1.00000	EA	20000.000000	20000.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 1 - Deliverable 11 PerSection 4.12.1.11
By the end of two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, one WV-specific, functional exercise of the state credentialing system, using the product, in order to satisfy federal ESAR-VHP requirements.
Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Year 2 - Deliverable 1 - Per Section 4.12.2.1	12.00000	MO	5425.000000	65100.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 2 - Deliverable 1 Per Section 4.12.2.1
From Week one (1) of the contract start date through the end of the contract, Vendor will maintain system in ready state, constantly monitoring for any operational irregularity to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required
Please provide a monthly and yearly total cost for this deliverable.
Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Year 2 - Deliverable 1 - Per Section 4.12.2.1	12.00000	MO	2085.000000	25020.00

Comm Code	Manufacturer	Specification	Model #
42171909			

Commodity Line Comments:

Extended Description:

Year 2 - Deliverable 1 Per Section 4.12.2.1
From Week one (1) of the contract start date through the end of the contract, Vendor will maintain system in ready state, constantly monitoring for any operational irregularity to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required
Please provide a monthly and yearly total cost for this deliverable.
Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.

JUVARE

RFQ Response for an Emergency Credentialing System

Submitted to State of West Virginia Department of Health and Human Services (DHHR), Bureau for Public Health (BPH), Center for Threat Preparedness (CTP)

Submitted by:

Collaborative Fusion (Juvare, LLC)
235 Peachtree St. NE, Suite 2300
Atlanta, GA 30303

Point of Contact:

Ann Marie Brown
Client Success Manager
o: 336 689 5060
e: annmarie.brown@juvare.com

8 September 2020

JUVARE

September 8, 2020

Ms. Crystal Hustead
Submitted via wvOasis

Reference: **Emergency Credentialing System – CRFQ BPH2100000002**

Dear Ms. Hustead,

Collaborative Fusion, Inc. (Juvare, LLC) is pleased to offer the following bid to the Bureau for Public Health for ongoing support and maintenance of CORES RMS. As the Bureau's current provider of this platform, Juvare is uniquely positioned to be immediately responsive to the State's requirements for a hosted emergency notification system and can fully meet the timelines specified within its RFQ.

We have taken great strides and invested heavily in our volunteer credentialing, management, and deployment capabilities as well as emergency notifications and health alerting capabilities. As an existing user of both the CORES HAN (supporting WVPH alert) and CORES RMS modules (supporting WVREDI), the West Virginia DHHR has an opportunity to continue to utilize these solutions and maintaining program consistency via the benefits discussed in this proposal.

Against this backdrop, we thank you for this opportunity, and look forward to continuing our relationship with the West Virginia Department of Health and Human Resources. Please contact Ann Marie Brown, Client Success Manager, at 336-689-5060 or via email at annmarie.brown@juvare.com should you need any further information.

Respectfully submitted,

Nick Meeks
Senior Vice President and Chief Financial Officer
470.279.6457| nick.meeks@juvare.com

Table of Contents

Appendix A – Juvare Backup and Recovery Policy and Standard

Appendix B – Security, Privacy & Compliance

Appendix C – Software Services Agreement

Addendum Acknowledgement Form

Purchasing Affidavit

Insurance Coverage

JUVARE

Certification Page

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

Ann Marie Brown
_____
(Name , Title)

Ann Marie Brown – Client Success Manager
_____
(Printed Name and Title)

235 Peachtree Street NE, Suite 2300 Atlanta, GA 30303
_____
(Address)

336 689 5060   - annmarie.brown@juvare.com
_____
(Phone Number)/ Email

_____

CERTIFICATION AND SIGNATURE: By signing below, or resubmitting 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 is 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.

Collaborative Fusion
_____
(Company)

DocuSigned by:

Nick Meeks

D4DD6026E50C4C6...
_____
(Authorized Signature) (Representative Name, Title)

Nick Meeks – Senior Vice President and Chief Financial Officer
_____
(Printed Name and Title of Authorized Representative)

September 8, 2020
_____
(Date)

470.279.6457   Fax – 470.279.6025
_____
(Phone Number) (Fax Number)

Qualifications

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the fol1owing minimum qualifications:

3.1. The successful Vendor must have three (3) years minimum experience as an incident management software business as evidenced by website information, business license, and/or other proof. Documentation demonstrating the Vendor meets this experience should be submitted with bid but must be provided prior to award.

Confirmed. Juvare has provided public health and medical emergency responder registration/credentialing/deployment and mission management for 20 years, since 2000.

Juvare currently has over 50 Statewide implementations of Juvare Public Heath Preparedness & Response Solutions. Currently we have 34 CORES RMS clients.

3.2. The vendor must have three (3) years minimum experience in developing and supporting an ESAR-VHP compliant emergency credentialing and volunteer management software of similar scope as evidenced by website information, business license, verifiable references and/or other proof. Documentation demonstrating the Vendor meets this experience should be submitted with bid but must be provided prior to award.

Confirmed. We are proud to have more than 15 years of experience developing and supporting an ESAR-VHP compliant emergency credentialing and volunteer management software.

Mandatory Requirements

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

4.1.1 The system must support the registration of volunteer health and medical professionals (as well as non-professional administrative and support personnel).

Confirmed. The WVREDI/CORES solution will fully support this fundamental requirement.

4.1.2 The system must verify license information provided by health professionals thru integrated links with various licensure agencies. System must complete the verification automatically and report findings to the system administrator

Confirmed. WVREDI/CORES RMS will verify license information provided by health professionals and will complete the verification automatically. All findings and updates will be reported to the system administrator.

4.1.3 The system must allow the assignment of emergency credentialing levels (per federal ESAR-VHP guidelines).

Confirmed. Per federal guidelines, WVREDI/CORES will allow the assignment of emergency credentialing levels.

WVREDI/CORES is engineered to integrate with the range of state, national, and federal data sources necessary to obtain and verify a volunteer's credential information. Juvare's integrations with credential information sources will allow volunteers to be assigned an Emergency Credential Level (ECL) as described in and required by the federal ESAR-VHP Guidelines. The application of ECLs is accomplished automatically by an algorithm programmed into CORES RMS. CORES RMS also enables administrators to re-verify credentials immediately prior to an actual deployment in addition to the automatic reverification of credentials on a daily basis. Juvare has conducted nearly one hundred and fifty (150) system integrations and is prepared to work with the State and/or any credential verification organizations necessary to offer the State a seamless solution to this area of the program. Juvare can also work with the State to assist in integrating ESAR-VHP registration with the professional license renewal processes.

4.1.4 The Vendor's system must fulfill all federal ESAR-VHP technical guidelines and compliance requirements at the present time, i.e. it must be currently fully functional, presently able to be utilized in an emergency, commercially available at this time, and compliant with all requirements of the ESAR-VHP technical guidelines- See Attachment C.

Confirmed. WVREDI/CORES RMS is always up to date, providing readily available and verifiable information regarding a responder's identity, licensure, credential verification status, and employment. It features advanced tools to manage and communicate with responders during deployments and provides full compliance with the Federal ESAR-VHP Technical and Policy Guidelines, exceeding industry standards for security.

4.1.5 The Vendor will keep abreast of, and adapt their system to federal, state and local regulatory changes within any required effective dates, such as the capacity to add Emergency Credential Levels (ECL)'s of additional medical professionals. These changes must be included in yearly maintenance as part of the system upgrades at no additional cost.

Confirmed. WVREDI/CORES RMS is engineered to integrate with the range of state, national, and federal data sources necessary to obtain and verify a volunteer's credential information. Juvare's integrations with credential information sources will allow volunteers to be assigned an Emergency Credential Level (ECL) as described in and required by the federal ESAR-VHP Guidelines. The application of ECLs is accomplished automatically by an algorithm programmed into CORES RMS.

CORES RMS also enables administrators to re-verify credentials immediately prior to an actual deployment in addition to the automatic re-verification of credentials daily. Juvare has conducted nearly one hundred and fifty (150) system integrations and is prepared to work with the State and/or any credential verification organizations necessary to offer the State a seamless solution to this area of the program. Juvare can also work with the State to assist in integrating

ESAR-VHP registration with the professional license renewal processes. Any changes are included in yearly maintenance as part of the system upgrades at no additional cost.

4.1.6 The system must be able to alert; muster; deploy; and mission manage individuals or groups.

Confirmed. WVREDI/CORES RMS will alert, muster, deploy, and mission manage individuals or groups.

4.1.7 The system must be available via the internet and must provide secure access for volunteers and system administrators to utilize the system from any computer with internet access

Confirmed. WVREDI/CORES RMS solution is continuously available via the internet and must provide secure access for volunteers and system administrators to utilize the system from any computer with internet access.

4.1.8 The system must be comprised of two distinct operating platforms:

1. Training Environment
2. Actual Production Environment

Confirmed. CORES RMS is made up of two parts, one that supports the training environment and one utilized for the actual production environment. The Training Site is a fully functioning site that is available 24/7/365 and is populated with fake data to be used at your convenience for training. The Training Site is always kept at least as current as the production site.

4.2 System Tools/Features

4.2.1 The system must collect volunteer credential elements, as defined by the ESAR-VHP program, including but not limited to:

4.2.1.1 Adverse actions.

4.2.1.2 Restrictions

4.2.2.3 Expiration Dates

Confirmed. WVREDI/CORES RMS is engineered to integrate with the range of state, national, and federal data sources necessary to obtain and verify a volunteer's credential information, including adverse actions, restrictions and expiration dates. Juvare's integrations with credential information sources will allow volunteers to be assigned an Emergency Credential Level (ECL) as described in and required by the federal ESAR-VHP Guidelines. The application of ECLs is accomplished automatically by an algorithm programmed into CORES RMS. WVREDI/CORES RMS also enables administrators to re-verify credentials immediately prior to an actual deployment in addition to the automatic re-verification of credentials on a daily basis.

4.2.2   The system must allow for configuration, including the addition of custom registrant questions, with allowance of text/drop- down/radio button/checkbox controls (selections that a user can choose from) to be configured to work with the above data elements

Confirmed. WVREDI/CORES RMS has been constructed to allow for ongoing configuration – including custom registrant questions, text boxes, radio buttons, checkbox controls, etc.

4.2.3   The system must identify and select volunteers based on employer and group affiliations (e.g., all physicians who are Medical Reserve Corp members, Health Department employees, or specific medical center employees, ECL).

Confirmed. WVREDI/CORES RMS will identify and select volunteers based on employer and group affiliations.

4.2.4   The system must search for and select volunteers by searching on multiple criteria, utilizing data elements collected from volunteers (e.g., administrators should be able to search for registered nurses in Kanawha County who have Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced Life Support (PALS), and fluency in spoken Spanish

Confirmed. We ensure the WVREDI/CORES RMS solution will be able to search for and select volunteers based on multiple criteria, including data elements collected from volunteers.

4.2.5   The system must provide for the immediate verification of volunteer information at all emergency staging check-in areas (e.g., ID, current credentials).

Confirmed. WVREDI/CORES RMS provides a mechanism for the immediate verification of volunteer information at emergency staging check-in areas.

4.2.6   The system must have the ability to invite volunteers (individually and/or as a group) to register via a solicitation email with a website link

Confirmed. WVREDI/CORES RMS possesses the ability to invite volunteers to register via a solicitation email with a website link.

4.2.7   Volunteers must be able to accept or reject missions online

Confirmed. Invites generated from WVREDI/CORES RMS provide the ability for volunteers to either accept or reject a mission.

4.2.8   The system must allow volunteers to indicate deployment preferences, geographic limits and time commitments

Confirmed. WVREDI/CORES RMS allows volunteers the ability to reflect a host of preferences including but not limited to geographic limits and time commitments.

4.2.9 The system must have the capability to electronically request (via electronic data sharing link) identification cards to be printed through the WV Department of Motor Vehicles (DMV) for use by the state at disaster sites

Confirmed.

4.2.9.1 Cost of this integration must be assumed by the successful Vendor

Confirmed. We currently provide this in your current system (WVREDI/CORES RMS) and will continue to support this in the future.

4.2.10 The system must provide for web access and perform all system functions from any electronic platform with the proper authentication. This includes but is not limited to the following: desktop computers, laptop computers, and iPad and Android devices

Confirmed. WVREDI/CORES RMS is accessible via web access. All system functions can be performed from any electronic platform with the proper authentication, which includes desktop computers, laptop computers, iPads, Android devices, etc.

4.2.11 The system must have the ability to assign emergency credentialing levels (maximum of four, Levels 1, 2, 3, and 4) for the following occupations listed below and the ability to add occupations as desired:

Confirmed. WVREDI/CORES RMS has the ability to assign emergency credentialing levels for the following occupations listed below. WVREDI/CORES RMS is also able to add additional occupations as needed to meet your needs.

4.2.11.1 Physicians (Allopathic and Osteopathic)

4.2.11.2 Registered Nurses

4.2.11.3 Advanced Practice Registered Nurses (APRNs) including Nurse Practitioners, Certified Nurse Anesthetists, Certified Nurse Midwives, and Clinical Nurse Specialists

4.2.11.4 Pharmacists

4.2.11.5 Psychologists

4.2.11.6 Clinical Social Workers

4.2.11.7 Mental Health Counselors

4.2.11.8 Radiologic Technologists and Technicians

4.2.11.9 Respiratory Therapists

4.2.11.10 Medical and Clinical Laboratory Technologists

4.2.11.11 Medical and Clinical Laboratory Technicians

4.2.11.12   Licensed Practical Nurses and Licensed Vocational Nurses

4.2.11.13   Dentists

4.2.11.14   Marriage and Family Therapists

4.2.11.15   Physician Assistants

4.2.11.16   Veterinarians

4.2.11.17   Cardiovascular Technologists and Technicians

4.2.11.18   Diagnostic Medical Sonographers

4.2.11.19   Emergency Medical Technicians and Paramedics

4.2.11.20   Medical Records and Health Information Technicians

4.2.12 The system must provide for the registration process to be specific for each occupation type. That is, physicians should see registration questions regarding specialty, subspecialty, admitting status, Drug Enforcement Agency (DEA) number, etc., but Marriage and Family Therapists should not see the same questions

Confirmed. WVREDI/CORES RMS allows for one-step registration process based on occupation type.

4.2.13 The system must user configurable. Data fields and types may be added or removed and permit the setting of a field as ''required'' as needed. For example, relevant registrant information should include personal information, emergency contact information, current professional and employment information, national credentialing and certification information, specialty and sub-specialty information, active hospital privileges and current practice information, DEA registration for physicians, and inspector general status. If a state or federal inspector general has placed some action against the applicant's professional license, the system's registration process for a volunteer should provide a method for that information, which is supplied by the applicant, to be captured, along with the other items listed

Confirmed. One of the key benefits of the WVREDI/CORES RMS system is that Administrators with permissions have the ability to make field edits. If a state or federal inspector general has place some action against the applicant's professional license, the WVREDI/CORES RMS system will show that information once the credentials supplied by the applicant have been verified.

4.2.14 The system must provide a means of collecting a variety of configurable information beyond the basic registration information, such as would be necessary to support resource typing and selecting appropriate professionals

for a given mission. Such information should include, but not be limited to: the volunteer's level of proficiency in other languages, including American Sign Language; medical and non-medical skills of the health professional that may be beneficial to a disaster response, e.g., search and rescue; medical history information as vaccinations, immunizations, and relevant disease testing; and special needs or disabilities.

Confirmed. WVREDI/CORES RMS provides an ongoing mechanism for collecting a variety of configurable information beyond the basic registration information that is required of each volunteer. This information can be queried when staffing an event to best match qualified volunteers with positions to be staffed. We would be happy to discuss specific needs regarding this area with the State.

4.2.15 The system must be able to add web-based links to features such as Frequently Asked Questions (FAQs) and program materials as needed and/or anything applicable to the mission.

Confirmed. Web-based links to FAQ's and other program materials are always able to be added to WVREDI/CORES RMS.

4.2.16 The system must be able to register actively practicing health professionals, retired health professionals, and non-medical volunteers.

Confirmed. WVREDI/CORES RMS provides the ability to register and manage both medical and non-medical volunteers. Provided external users and internal staff and administrators have Internet access and a modern web-browser, registration for both medical and nonmedical personnel can be facilitated. Juvare offers an optional module to facilitate registration if/when Internet access is not available.

4.2.17 The system must provide a consent mechanism for registering health professionals to indicate that they are giving permission for their professional credentials to be verified by the appropriate agency.

Confirmed. WVREDI/CORES RMS will provide for this required consent mechanism to be provided during registration.

4.2.18 The system must provide for electronic verification of a health professional's license status by using interfaces or data transfer mechanisms to external databases as listed in 4.2.19.

Electronic verification must be performed when:

A. Registrant initially submits an application for acceptance.

B. The state or local controlling authority deems necessary.

C. The receiving entity deems necessary.

D. Weekly as an automatic feature of the credentialing system.

If variations to full/unrestricted licenses are discovered, this information must be "flagged" by the system immediately.

Confirmed. We meet all these requirements listed. WVREDI/CORES RMS is a secure web-based platform (hosted at Juvare managed data centers) which facilitates pre-event and just-in-time registration, credentialing, notification, deployment, and management of both medical and non-medical volunteers. WVREDI/CORES RMS is 100% compliant with the federal ESAR-VHP Technical and Policy Guidelines (June 2005, June 2007, and January 2010 Draft) and exceeds industry-related security standards. The system ensures readily available, verifiable, and up-to-date information regarding a volunteer's identity, licenses, credential verification status, and employment information as well as tools to notify and manage the deployment of responders.

4.2.19 In order to meet the requirement listed in 4.2.18, the successful Vendor must provide, at no cost to the State of WV, integration links with the following list of professional databases. All costs associated with the links and/or technical linking resources between the system and the databases, including any associated expense incurred by the WV Office of Technology or other third-party IT entity, must be assumed by the Vendor. Links to the following databases will be provided by the Agency to the successful vendor after award.

Confirmed. Juvare will continue to maintain these integrations already set up in the WVREDI/CORES RMS site.

4.2.19.1	Drug Enforcement Agency (DEA) - Federal
4.2.19.2	Office of the Inspector General - Federal
4.2.19.3	Board of Social Work Examiners - West Virginia
4.2.19.4	Office of Emergency Medical Services - West Virginia
4.2.19.5	Board of License Practical Nurses - West Virginia
4.2.19.6	Board of Registered Professional Nurses - RN's and Nurse Practitioners - West Virginia
4.2.19.7	Board of Medicine - Physicians and Physician Assistants - West Virginia
4.2.19.8	Board of Pharmacy- West Virginia
4.2.19.9	Board of Clinical Labs - Technicians and Technologists - West Virginia
4.2.19.10	Board of Psychologists- West Virginia
4.2.19.11	Board of Radiology - Radiology Technicians and Technologists - West Virginia

4.2.20 The system must allow manual updating of volunteer's credential information.

Confirmed. WVREDI/CORES RMS allows for the manual updating of volunteer's credential information.

4.2.21 The system must be able to generate and export an electronic data file in a secure format.

Confirmed. WVREDI/CORES RMS will generate an electronic file that can be exported in a secure format.

4.2.22 The system must allow the successful registrant to select affiliation with the applicable health and medical volunteer response team in their WV County of employment or their WV County of residence.

Confirmed. WVREDI/CORES RMS allows a registrant to select affiliation with the applicable health and medical volunteer response team in their WV County of employment or their WV County of residence.

4.2.23 The system must have the capability to provide volunteer information to other entities (e.g., other states or the federal government) under the control and authorization of the system administrator and only in accordance with preferences indicated by the volunteer registrant.

Confirmed. WVREDI/CORES RMS contains the ability to share volunteer information with other entities approved by the State.

4.2.24 The system must be able to perform the following mission management element of tracking volunteer activity and movement via data entry and time stamp.

Confirmed. A vital component to the WVREDI/CORES RMS system is that it can track volunteer activity and movement through data entry and a time stamp upon-check in and check-out of a volunteer. Using the Badging module, it is very easy to quickly scan volunteers in and out of events. You can either scan volunteers in the entire WVREDI/CORES RMS system, or you can locate a volunteer in a selected mission using the Scan button on the Time & Attendance page in the mission. Once you scan a volunteer, the User Quick View window opens displaying the volunteers' basic profile details.
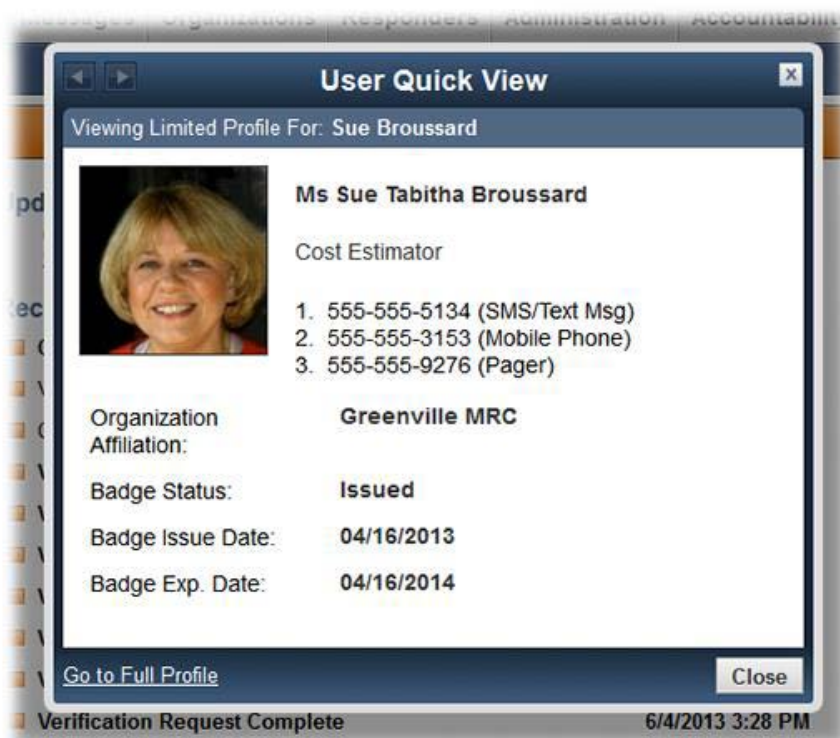
4.2.25 The system must create report data and query results must be easily exportable to Comma-separated values (CSV) and Portable Document Format (PDF)

Confirmed. WVREDI/CORES RMS includes dozens of standard system reports and an ad-hoc report generation tool to provide administrators with management-level visibility into the database/registered user population. Examples of these reports include responder licenses that are expired or expiring, responder count by occupations, responder count by units, currently available responders, users currently logged in, and user registration histories.

4.2.26 The system must generate ad hoc and standard queries and reports, including but not limited to volunteers registered by city, county, region, license type, and by credential level/status.

Confirmed. WVREDI/CORES RMS includes a variety of standard reports, as well as ad-hoc reporting and searching tools for contacts. WVREDI/CORES RMS has an advanced an advanced filtering tool that
provides flexible options for exporting Sent Message data was added to the system. WVREDI/CORES RMS reporting allows custom, frequently launched reports to be added as a standard report. All WVRED/CORES RMS report data is available as a CSV that they can use to create pivot tables in Excel.

4.2.27 The system must allow volunteers to print travel orders, deployment information, and other personal information stored in the system.

Confirmed. WVREDI/CORES RMS provides volunteers with the ability to print travel orders, deployment information, and other personal information stored in the system.

4.3 User Interface, Ease of Use

4.3.1 The system must clearly show user data entry errors on a per- page basis.

Confirmed. WVREDI/CORES RMS is able to clearly show data entry errors to each user on a page by page basis.

4.3.2 Each volunteer must be able to self-register, enter their own user ID, password and other profile information, and update or change their information 24/7/365 once their registration is approved.

Confirmed. WVREDI/CORES RMS provides the ability for each volunteer to self-register, enter their own user ID, password and other profile information, and update or change their information 24/7/365 once their registration is approved.

4.3.3 The system must be user customizable (logo's screen colors, etc.) to meet the needs of the State.

Confirmed. WVREDI/CORES RMS can be customized to meet the needs of the State at no charge. This is the currently design chose by the State.
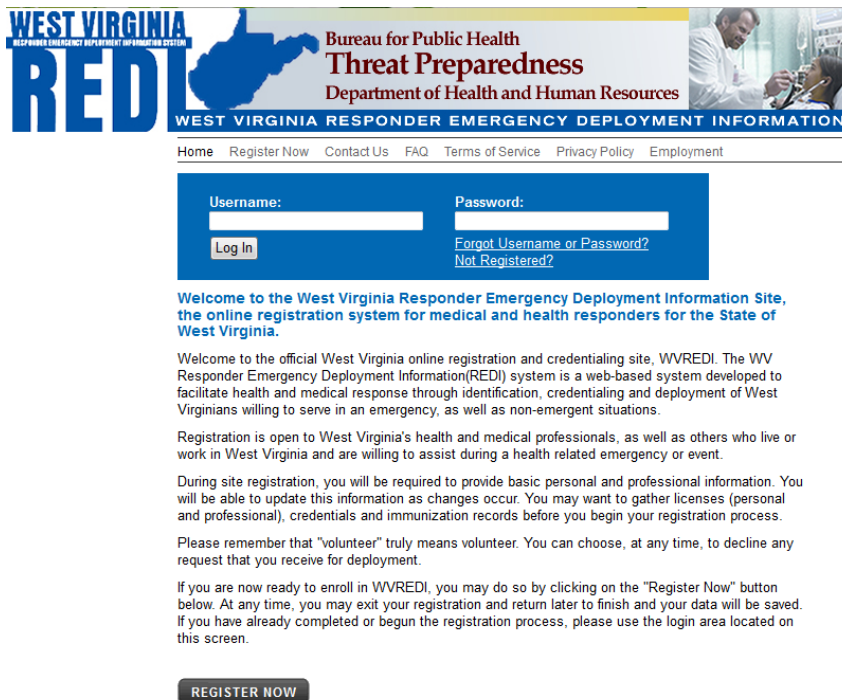
4.3.4   The system must provide a method to reset user passwords without system administrator intervention.

Confirmed. WVREDI/CORES RMS provides users with the ability to reset their passwords without involving a system administrator.

4.4   Administration

4.4.1   The system must allow for the assignment of administrators to individual organizations.

Confirmed. WVREDI/CORES RMS allows for the assignment of administrators to individual organizations.

4.4.1.1   The system should restrict organization administrators to their assigned organization, without restricting state system administrators control over all organizations.

Confirmed. The built-in features of the WVREDI/CORES RMS system will provide for this requirement. WVREDI/CORES RMS features a fully configurable and nested "tree" organizational structure for administration. This model permits regional and local administrators to manage their own contacts, alerts, deployment groups, and more. There may be an unlimited number of organizations in the structure, each with specific user roles, access rights, and visibility attributes. This allows local administrators to self- govern their organizations characteristics and accept/validate members autonomously. Access levels are permission sets that allow members to perform different tasks within an organization. Each organization comes with two standard access levels: Administrator and Base User, but you can modify them or create new ones. By assigning organization members to access levels, you determine the information they can see and actions they are allowed to perform.

4.4.2   The system must have the ability to provide a summary of users contacted via the alerting/messaging system and must allow for the dissemination of deployment orders to those volunteers contacted and affirming a willingness to deploy for a given mission/emergency.

Confirmed. Yes, WVREDI/CORES RMS can provide a summary of users contacted via the system as well.

4.4.3   The system must allow the creation, use, and administration of groups within the overall system. For example, volunteers may be grouped by city, county, region, hospital, license type, Medical Reserve Corp (MRC), or other factors.

Confirmed. Yes, this is a feature in WVREDI/CORES RMS supported either by the fully configurable and nested "tree" organizational structure or by groups.

4.4.4   The system must have the capacity for delegated administration to other users for their own jurisdictional purposes.

Confirmed. Yes, this is a feature in WVREDI/CORES RMS supported either by the fully

configurable and nested "tree" organizational structure or by groups.

4.4.5 The system must allow access to and verification of a volunteer's credential information in an emergency situation.

Confirmed. WVREDI/CORES RMS allows access to and verification of all volunteer's credentials during if an emergency were to arise.

4.4.6 The system must allow multiple levels of access for administrators and staff based on role, allowing a user to access all components of the system allowed under the user's security designation.

Confirmed. WVREDI/CORES RMS provides several levels of access for both administrators and staff based on their determined system role and their membership and access levels in organizations.

4.4.7 The system must support the administrative tracking of deployed volunteers, including specific mission, deployment status, and service hours.

Confirmed. WVREDI/CORES RMS meets this crucial requirement.

4.4.8 The system must allow Administrators to enable and configure proactive email reminders that are automatically sent to users who have not modified or completed their profile information within a designated period of time. This time period will be project or incident dependent and will be determined by the administrators.

Confirmed. Through WVREDI/CORES RMS Administrators are able to create and send proactive email reminders that are sent automatically to the intended volunteer.

4.4.9 The system must have a publicly accessible landing/log in/registration page branded to recognize WV DHHR and the WV ESAR-VHP system.

Confirmed. WVREDI/CORES RMS has a publicly accessible landing/log in/registration page branded to recognize WV DHHR and the WV ESAR-VHP system available via https://wvredi.org. See 4.3.3 for a screen shot of the current web page.

4.5 Capacity and Performance

4.5.1 The proposed software/hardware combination must be accessible 7 days per week, 24 hours per day, and 365 days per year with the exception of scheduled maintenance.

Confirmed. WVREDI/CORES RMS is accessible 7 days per week, 24 hours per day, and 365 days per year with the exception of scheduled maintenance.

4.5.2 The Vendor must support minimum browser requirements for Internet Explorer 9 or Equal, Firefox 3.5 or Equal, Chrome 16.0 or Equal, and/or Safari 5.0 or Equal.

Confirmed. WVREDI/CORES RMS currently functions on the most recent version of commonly used Internet browsers, including Internet Explorer, Apple Safari, Google Chrome, and Mozilla Firefox. Microsoft ended support of Internet Explorer 9 and 10 for most desktop operating systems and as such CORES ended support of Internet Explorer versions 9 and 10 on June 30, 2016.

4.5.3 The Vendor must provide a minimum of 5+ megabits per second (mbps) guaranteed internet bandwidth.

Confirmed. Yes, this requirement is supported.

4.5.4 The system must be capable of real-time priority messaging, tracking and confirmation providing automated external notifications and tracking of results of these notifications using at least the following: phones (e.g., text-to-speech Interactive Voice Response (IVR) system), fax, email, and Short Message Service (SMS). Minimum capacity must support a minimum of 3,000 outbound phone messages and 50,000 e-mails/Short Message Service (SMS) messages delivered per hour.

Confirmed. These requested actions are fundamental to our ESAP-VHP solution.

WVREDI/CORES RMS provides a robust notification platform to produce, distribute, and verify receipt of voice, text, SMS and email messages sent to persons, groups, organizations or system roles. It provides integrated, state-of-the-art, two-way notification capacity to recipients via telephone, SMS, email, fax, etc. Notifications are documented by real-time reporting, providing administrators with a closed-loop communication audit trail, tracking the time the notification was launched, who received it, which devices were contacted, which responses were selected, when the notification was completed and more. The module provides call-bridge capabilities (supports the bridging of notification recipients into call centers, conference call bridges, or to other phone numbers), and can be optionally expanded to support over 1,000,000 recipient notifications per hour.

WVREDI/CORES RMS supports the use of DTMF tones to collect data for both inbound and outbound calls and enables notification senders to collect responses from recipients through the use of touch-tone keys, voice-recorded messages, and interactive message polling features. All responses are cataloged and available as part of the real-time reporting interface. WVREDI/CORES RMS has the capability to differentiate between human voices versus answering machines when delivering telephony notifications. WVREDI/CORES RMS performs a detailed call analysis to ensure that the correct type of message is delivered and when WVREDI/CORES RMS encounters an answering machine or voicemail system, it will wait for

the appropriate signal (such as a beep) prior to leaving the message.

If a message is left, WVREDI/CORES RMS enables recipients to call a telephone number to retrieve previous notifications. When a message is left on a voicemail or otherwise provided to a recipient, a unique message ID is also provided. The message recipient keys in the unique ID when calling the inbound number to retrieve their message with a time and date stamp.

The minimum capacity requirements can be met.

4.5.5 The system must support the previewing or testing of outbound messages prior to actually sending those messages.

Confirmed. Yes, all outbound messages may be previewed and tested prior to transmission.

4.5.6 The notification engine must allow for two-way communication between the State and the volunteer.

Confirmed. Yes, this is request is supported.

4.5.7 The system must be able to register a minimum of 200 volunteers simultaneously.

Confirmed. This capability is a part of our ESAR-VHP solution, WVREDI/CORES RMS, that we will provide the State.

4.5.8 The system administrator must be able to purge (delete) users from the system.

Confirmed. Designated system administrators are provided the ability of archiving or inactivating users from the system based on the State's criteria. The information is never really deleted, but maintained behind-the-scenes in the archived state for reference, if necessary.

4.5.9 The Vendor must implement and host the West Virginia ESAR- VHP system in such a way as to guarantee that, in the event of a multi-state disaster or emergency, the West Virginia system suffers no degradation in performance (including, but not limited to, system capacity, bandwidth, notification service, support, or any other program component) due to contractor obligations to non-West Virginia clients, products, or services.

Confirmed. We assure the West Virginia ESAR-VHP system (WVREDI/CORES RMS) will be hosted in such a way as to guarantee the system suffers no degradation in performance during the event of a multi-state disaster or emergency.

4.5.10 The system must be expandable to meet the future needs of the State.i.e. the integration of new/additional licensure databases.

Confirmed. WVREDI/CORES RMS will be able to meet future needs of the State in regards to the integration of new or additional licensure databases.

4.5.11 The system must have the ability to allow other organizations' websites to link to the state's ESAR-VHP system so as to facilitate collaborative volunteer solicitation and registration. All costs related to these links will be covered by the "entity" requesting to be linked.

Confirmed. WVREDI/CORES RMS provides the State with the ability to allow other organizations' websites to link to the state's ESAR-VHP system so as to facilitate collaborative volunteer solicitation and registration.

4.5.12 The system must allow for the electronic completion, storage, and encryption of personal health information forms. The service selected must meet the following criteria:

4.5.12.1 Must comply with all applicable Public Health Information Network (PHIN) certification requirements as articulated in the CDD Partner Com.."'Ilunication and Alerting (PCA) Guide. The PCA Guide can be found at: httj>://cdc.gov/phin/resources/guides.html

Confirmed. CORES RMS allows for personal health information form management and complies with all applicable Public Health Information Network (PHIN) certification requirements as articulated in the CDD Partner Communication and Alerting (PCA) Guide by way of the Document Library feature. WVREDI does not currently use the Document Library option. If the state wishes to store encrypted personal health information forms in WVREDI, the Document Library module can be purchased and added to the ESAR-VHP solution. Within the Document Library, you can arrange your files in an easy-to-view hierarchy that incorporates folders, subfolders, and files in a tree-like structure for better document management. Administrators can set permissions for users, administrators, groups, organizations, and access levels that you choose for the folder or file you have selected. The permissions apply to the individual folder, sub-folders, and files within the folders and subfolders.

4.5.13 The system must have ability to rapidly provide increased temporary capacity and maintain performance rate during a large-scale emergency.

Confirmed. WVREDI/CORES contains the ability to increase temporary capacity and maintain promised performance levels during a large emergency.

4.6 Backup and Recovery

4.6.1 The Vendor must perform a daily backup of the data and systems either disk-based or tape media

Confirmed. Yes, this requirement is supported. Please see Appendix A for additional information regarding our data recovery and backup systems in place.

4.6.1.1 Vendor must maintain 60 days of data backups

Confirmed. Yes, this requirement is supported.

4.6.1.2 One (1) weekly copy of the data and systems backups must be maintained off site.

Confirmed. Yes, this requirement is supported.

4.6.1.3 Daily backup reports of all successful/failed systems backups/archives must be provided to the Agency upon request

Confirmed. Yes, this requirement is supported.

4.6.2 30 days upon award, vendor must provide information on how the system will be recovered in the event of a system failure. This information should include Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).

Confirmed. Based on this condition, Juvare will provide information to the Agency on how the system will be recovered in the event of a system failure. It will include Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) along with several other data points.

4.6.3 The RTO and RPO should be less than 12 hours and 4 hours respectively.

Confirmed. This will be taken into account during the production of our detailed system recovery plan for the State.

4.6.4 An alternative disaster recovery off-site function for all server components and replicated data must be provided. The off-site redundant system must be housed at a separate geographical location (> I 00 miles) of the physical location of the primary servers and related equipment in case of a catastrophic event

Confirmed. We take disaster recovery very seriously at Juvare. Please see Appendix A for a full description of our corporate Disaster Recovery plan and corresponding initiatives.

4.7 Security and Audit

4.7.1 The system must allow for the State of West Virginia to customize Terms of Service, Privacy Information, and other information for registering volunteers.

Confirmed. These data points can be customized by the State.

4.7.2 The Vender must provide and maintain a security plan that must include, but is not limited to:

4.7.2.1 Integrated firewalls with active packet scrubbing.

Confirmed.

4.7.2.2 Private database network.

Confirmed.

4.7.2.3 Private backup network.

Confirmed.

4.7.2.4 Intrusion detection systems (including adequate anti- virus/anti-spyware/anti-malware).

Confirmed.

4.7.2.5 Protection against   automatic password   generation systems.

We confirm our security plan will contain this and the prerequisites listed above.

4.7.3 The system must maintain an audit trail of all database transactions (add, change, delete) identifying the individual performing the transaction, the date and the time, and the original data in instances where changes are made and provide access to that data by the Agency.

Confirmed. WVREDI/CORES RMS has a change log feature that allows for compliance with this request.

4.7.4 The Vendor must report any security breach incidents (regardless of severity or loss of actual data) to the Agency within four (4) hours of discovery.

Confirmed. In the event a breach were to occur, Juvare will notify the Agency within four (4) hours of learning of the incident.

4.7.5 The Vendor must ensure confidentiality of Agency data and have policies and procedures, and processes in place to ensure confidentiality of data. Vendor must make these documents available to the Agency upon request.

Confirmed. We will support this requirement.

4.7.6 Through the Service Level Agreement (SLA), the Vendor must identify measures it takes to assure the confidentiality of Personally Identifiable Information (PII) within thirty (30) calendar days of Contract start date. PIT includes the following: Individually identifiable information from or about an individual customer including, (a) a first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town; (c) an email address; (d) a telephone number; (e) a Social Security number; (f) date of birth; (g)a driver's license number; (h) photo, or (i) any other information from or about an individual customer that is combined with (a) through (i) above.

Confirmed. See Appendix B for more information.

4.7.7 The system must allow volunteers to accept or decline terms and conditions that have been customized for the State of West Virginia.

Confirmed. WVREDI/CORES RMS gives volunteers the option to accept or decline terms and conditions customized by the State.

4.7.8   The system must preserve interrupted registration processes but must prevent saving personal information on a local computer beyond the current session.

Confirmed. WVREDI/CORES RMS allows for one-step registration process and they system does not save information beyond the current session.

4.8   Vendor Hosting and Services

4.8.1   The software system must be a turnkey application service provider (ASP) system requiring no additional or external databases, software, hardware, or equipment. The system must be fully implemented and operational within 21 calendar days of award.

Confirmed. WVREDI/CORES RMS is completely turnkey and requires no additional external databases, software, hardware, or equipment. As we are the current provider to the State, we will continue to maintain and support the system with no interruption of service upon award of the contract.

4.8.2   The facility where the system is hosted must be a Tier III equivalent facility with N+ I capability for all heating, ventilation, and air conditioning HYAC, electrical, uninterruptible power supply UPS and generator facilities. Facility must have dual instances for power and network/Internet connectivity.

Confirmed. WVREDI/CORES RMS is housed in a facility that meets or exceeds these requirements.

4.8.3   All server system components hosting the system must be redundant / clustered with redundant Storage Area Network (SAN) connectivity and data replication. An off-site redundancy for the server components and replicated data must be provided.

Confirmed. All system components necessary to host the systems are set up on redundant / clustered with redundant Storage Area Network (SAN) connectivity and data replication. An off-site redundancy for the server components and replicated data must be provided.

4.8.4   The Vendor must maintain and support the system through an off-site hosting service. Upon Award, the Vendor must provide the Agency with a comprehensive service-level agreement SLA that fully describes the level of performance and down time associated with the hosting service.

Confirmed. Our SLA will be provided to the State upon commencement of the State's new contract.

4.8.5   The Vendor must provide 99.99% service availability of the hosted system measured in five (5) minute intervals 24/7/365, subject to credits or refunds for service availability of less than the guaranteed 99.99%. fu the event that the WV DHHR is

unable to achieve the 99.99% system availability for a given month, Vendor will face potential loss of contract with WVDHHR.

Confirmed. Juvare will guarantee 99.99% service availability of the hosted system, excluding scheduled maintenance, measured in five (5) minute intervals 24/7/365, subject to credits or refunds for service availability of less than the guaranteed 99.99% (excluding scheduled maintenance).

4.8.6   NOTICE: Due to the emergency use of this system, routine maintenance, system upgrades or repairs for system degradation or failure must be managed as quickly as possible.

4.8.6.1   Routine maintenance and system upgrades must be done outside the hours of 6:00 am thru 6:00 pm EST Monday through Friday (unless system maintenance can be completed in a phased approach without loss of system integrity).

CORES maintenance windows run from 5 AM – 8 AM ET but each site is not down for that entire period, only portions of it.

4.8.6.2   Department of Health and Human Resources/Bureau for Public Health/Center for Threat Preparedness DHHR/BPH/CTP must be notified within seven (7) calendar days prior to the routine maintenance and system upgrades to pre-identified contact.

Confirmed. This requirement is supported.

4.8.6.3   Emergency interventions must be initiated by phone to a pre-identified contact immediately (within one hour) upon discovery of a problem. and every effort must be made to complete repairs or provide appropriate temporary system-wide solutions until permanent repairs can be completed, as quickly as possible with a minimum of system disruption/downtime. Problem resolution must be applied when the resolution/solution is determined.

Confirmed. Pre-identified client contacts are notified via email or phone immediately (within one hour) upon discovery of a problem and every effort is made to complete repairs, or provide appropriate temporary system-wide solutions until permanent repairs can be completed, as quickly as possible with a minimum of system disruption/downtime. Problem resolution must be applied when the resolution/solution is determined.

4.8.7   Vendor must provide a two (2) hour response time seven (7) days a week 365 days a year. Immediately Upon Award, Vendor must provide documentation describing their policy and procedure for 24/7/365 provision of technical support, including response times, communication methods, and escalation procedures.

Confirmed.

4.8.8 All software installations and upgrades will be the responsibility of the Vendor. The Agency must be notified thirty (30) calendar days prior to all future upgrades and modifications to the system by phone to the pre-identified contact.

Confirmed. Juvare takes responsibility for all necessary software installations and upgrades. If any such installation or upgrade is needed throughout the duration of the contract Juvare will provide the State with at least thirty (30) calendar days' notice.

4.8.9 Vendor must provide 24/7/365 technical support.

Confirmed. Yes, this requirement will be met and maintained during the contract.

4.8.10 System Help Desk support must be available during 8:00 am - 5:00 pm EST Monday - Friday (regular business hours) and 24/7/365 in the event of a disaster (determined by the State of WV), to assist with problem analysis and provide instructions for troubleshooting problems.

Confirmed. Our Help Desk support center is available 8:00 am -5:00 pm EST Monday – Friday (regular business hours) and 24/7/365 in the event of a disaster.

4.8.11 Immediately Upon award, the System Help Desk must provide a published escalation policy for problems that cannot be resolved by first-line Help Desk personnel

Confirmed. Yes, this requirement will be met.

4.9 Transfer/Migration Ownership and of Data

4.9.1 An authorized remote User must be able to download all data to which they have been granted access into a spreadsheet, database, and/or statistical software on the User's local computer.

Confirmed. Remote users authorized by the State will be able to download all data that is needed to complete their designation tasks.

4.9.2 Vendor must agree that the State of West Virginia is the owner of all data maintained on these systems by submitting a bid.

Confirmed. We agree to this condition.

4.9.3 The Vendor must return all data maintained in the hosted environment back to the Agency in an exportable tabular format with a data dictionary within five (5) calendar days of completing or termination of contract.

Confirmed. All data maintained in the hosted environment will be returned back to the Agency in an exportable tabular format with a data dictionary within five (5) calendar days of completing or termination of contract.

4.9.4 Within twenty-four (24) hours of transfer of data back to Agency and/or migration of data to a new or replacement system, Vendor must clear the State's data that resides on its computer hardware or software by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information. The following method must be used to accomplish the clearing of data: (i) overwriting the previously stored data on a drive or a disk at least 10 times and (ii) certifying in writing that the overwriting process has been completed by the predetermined agency contact and providing the following information: (1) the serial number of the computer or other surplus electronic data processing equipment; (2) the name of the overwriting software used; and (3) the name, date, and signature of the person performing the overwriting process. If the method above will not prevent retrieval of the electronically stored information, a method such as burning in a pyrolytic furnace or other incinerator or incendiary device, destroying in a dry pulverizing system, shredding, grinding, milling, knurling, disintegration, or degaussing is appropriate and Vendor will be required to certify in writing the method used including the date and time of data destruction within 24 hours to the predetermined Agency contact.

Confirmed. Juvare is committed that each of these requirements will be met.

4.9.5 To support continuation of the WV ESAR-VHP program in the event of business failure, contractor bankruptcy, or other circumstances that render the system inoperable, contractor must provide to the predetermined Agency contact comprehensive detailed technical documentation necessary to implement the system in a new hosting setting. This detailed document must be submitted with.in 10 calendar days of the contract start date and include the following:

4.9.5.1 Comprehensive technical operations documentation, including hosting environment requirements.

4.9.5.2 Configuration documentation.

4.9.5.3 Installation instructions.

4.9.5.4 Implementation plan.

4.9.5.5 Startup/shutdown procedures.

4.9.5.6 Backup, recovery and restoration of system and server data and files (includes operational recovery).

4.9.5.7 Server hardware and software technical specifications and configuration.

4.9.5.8 Patch management.

4.9.5.9 Batch processing details.

4.9.5.10 Security administration.

4.9.5.11 Backup and recovery scripts and procedures.

4.9.5.12 Detailed procedures to perform incremental, differential, and full back-up recovery operations to ensure project and business continuity.

4.9.5.13 Help desk triage and troubleshooting documentation.

4.9.5.14 Error messages and error correction procedures.

4.9.5.15 Troubleshooting documentation.

4.9.5.16 Steps required to migrate software from test to production environments.

4.9.5.17 Logical and physical data model

Confirmed. We will work closely with the State to negotiate final terms under which this requirement will be met.

4.10 Implementation and Transition

4.10.1 The Vendor must ensure that the proposed system is fully operational and performing properly upon implementation; including any system software or services that will be required to facilitate the implementation and management of the proposed system.

Confirmed. As the current vendor for the WVREDI system, we will continue to maintain and support the system without interruption beginning the first day of the contract. We will ensure our CORES RMS system is fully operational and performing properly from the designated start date.

4.10.2 The Vendor must provide on-site technical staff during the installation and implementation of the system to provide technical staff to provide assistance m demonstrating the functions of the system.

Confirmed. As the current vendor for the WVREDI system, we will seamlessly maintain and support the system and provide staff as needed.

4.10.3 The Vendor must provide a complete and detailed project plan within seven (7) calendar days of contract start date. The project plan will include dates, roles, and deliverables. The project plan will also include tasks such as information gathering, project analysis, system deployment, testing, acceptance, training, and other tasks normally performed by the Vendor during the deployment of systems. This project plan must clearly identify roles and responsibilities of Vendor supplied personnel, roles and responsibilities that the Vendor requires WV DHHR personnel to assume in conjunction with the project, estimated

milestone completion dates, and estimated time requirements.

Confirmed. As the current vendor for the WVREDI system, we will continue to maintain and support the WVREDI system without interruption. If a project plan is needed, we will provide a complete and detailed project plan within seven (7) calendar days of the contract start date.

4.11 Training and Exercises

4.11.1 The Vendor must provide to the pre-determined Agency Contact a training plan within seven (7) calendar days of contract start date. The plan must include general approach, curriculum outlines, types of course materials, and a list of objectives and outcomes for each type of training.

Confirmed. We will provide a training plan within seven (7) calendar days of contract start date to the pre-determined contact set forth by the Agency. The plan will include but not limited to general approach, curriculum outlines, types of course materials, and a list of objectives and outcomes for each type of training.

4.11.2 All training offerings must include detailed, on-line and printable training materials which are reproducible. The State of WV must have authority to reproduce or modify materials for training purposes. Training materials will become the property of the State to copy at will for additional users.

Confirmed. Training materials are fundamental to our implementation process. They will be included to the State as part of the overall fee. If changes are needed, we ask the State to notify us prior to disseminating the revised materials.

4.11.3 The system must have the ability to integrate with commercial learning management systems (i.e. Blackboard, TRAIN, etc.) to track the training of selected volunteers.

Confirmed. Yes, our proprietary system has the ability to integrate with other learning management systems and several CORES RMS clients integrate with TRAIN.

4.11.4 The Vendor must provide four (4) initial, in-person, classroom style, on site, training offerings, each to accommodate a maximum of 25 students. This training must be completed within three (3) weeks of notice to proceed. Training facilities with computers will be provided by the State in or near 100 miles of Charleston, WV 25301.

Confirmed. As the current vendor for the WVREDI system, Juvare will conduct four (4) in person administrator trainings as requested by the State. Juvare is committed to working with the State to train administrators with instructor-led refresher (and initial, if necessary) training sessions. Through a train-the-trainer program, the training team will continue work with the State to ensure that administrators are able to self-administer training sessions to individuals who are unable to participate in the Juvare led training sessions.

CORES RMS includes a robust online help functionality, including detailed and step-by-step tutorials, quick reference guides, glossaries, and video support materials. Juvare offers our online help and quick reference guides to site administrators in MS Word format to facilitate the customization of Juvare's training materials to meet the State's needs for training users on the system.

Juvare maintains separate demo/training and development environments to offer training in an environment separate from production. Sites are loaded with both representative sample configuration data as well as test/dummy data, to ensure these sites are useful for training purposes.

4.11.5 In addition to the initial onsite training, the Vendor must develop and conduct two (2) (off-site allowable), recordable, web-based trainings, each one hour in length, within one-hundred eighty (180) calendar days of the contract start date.

Confirmed. Yes, we will provide two web-based trainings within 180 days of the contract start date.

4.11.6 The Vendor must develop and conduct one (1) on-site, classroom style training and two recordable, web-based (off-site allowable) offerings for optional year two (2) and each succeeding year of the contract.

Confirmed. We can accommodate this request.

4.11.7 The Vendor must provide for added users to obtain initial training-by recordable web training or via a training CD.

Confirmed. Our training sessions will be recorded and will be available for viewing for any new employees or system users that need it.

4.11.8 The Vendor must provide training when updates or changes are made to the system within seven (7) calendars days when those changes mandate new ways to operate the systems. This training must be provided via recordable web training or CD.

Confirmed. We will provide web-based training when updates or changes are made to the system within seven (7) calendar days when those changes mandate new ways to operate the system.

4.11.9 Within the contract year, the Vendor must facilitate one (1) Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements. Date will be determined in collaboration with the agency contact

Confirmed. This requirement will be fully met. We look forward to discussing the proposed date for this exercise.

4.12 Deliverables, Scope of Work and Timeframe

4.12.1 YEAR1

4.12.1.1 Deliverable 1: By the end of Day two (2) of the contract start date, Vendor will meet with CTP to develop basic concepts of credential system, implementation strategy and training plan. This deliverable can be accomplished by a telephone conference call or ''web ex'' type presentation.

Confirmed.

4.12.1.2 Deliverable 2: By the end of Week one (1) of the contract start date, Vendor will

meet with Notification System Workgroup (State developed) to finalize implementation strategy and training plan. This meeting must be conducted in Charleston, WV 25301 with State staff. The implementation strategy must include comprehensive technical documentation necessary that defines the implementation of the system in a new hosting setting.

Confirmed.

4.12.1.3 Deliverable 3: By the end of Week two (2) of the contract start date, Vendor will develop/implement State and Local Health components of Notification System. This will include integration of the system to applicable web-based databases and IT systems (e.g. state and federal professional licensure agencies, WV Department of Motor Vehicles, National ESAR-VHP) using vendor supplied integration tools. Also included is the completion of the transfer (or re-build) of currently housed group and individual registrant data from the incumbent Vendor's system to the new Vendor's system.

Confirmed.

4.12.1.4 Deliverable 4: By the end of Week three (3) of the contract start date, Vendor will complete "dry run" performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. Vendor presence will be required in Charleston, WV during the performance test and initiation of the system.

Confirmed.

4.12.1.5 Deliverable 5: By the end of Week three (3) of the contract start date, Vendor will develop and conduct four initial onsite, in-person user trainings as outlined in Section 4.11.4. A reproducible copy of all training material must be provided to CTP.

Confirmed.

4.12.1.6 Deliverable 6: By the end of thirty (30) calendar days and ninety (90) calendar days of the contract start date, the Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one (1) hour in length, as outlined in Section

4.11.5. A recorded copy of the webinars must be provided to CTP.

Confirmed.

4.12.1.7 Deliverable 7: By the end of one-hundred eighty (180) calendar days of the contract start date, Vendor must be· prepared to provide   training o new system updates/changes, via web-based delivery or reproducible DVD.

Confirmed.

4.12.1.8 Deliverable 8: From sixty (60) calendar days of the contract start date through the end of the contract, Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.

Confirmed.

4.12.1.9 Deliverable 9: From sixty (60) calendar days of the contract start date through the end of the contract, Technical assistance will be performed as needed upon contact by State or Local staff. Thirty (30) hours of technical assistance for the first month and fifteen (15) hours of technical assistance per month thereafter.

Confirmed.

4.12.1.10 Deliverable 10: By the end of two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR- VHP requirements

Confirmed.

4.12.2 Optional Renewal YEAR 2

4.12.2.1 Deliverable 1: From Week one (1) of the contract renewal date through the end of the contract, Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.

Confirmed.

4.12.2.2 Deliverable 2: From Week one (1) of the contract start date through the end of the contract, Technical assistance will be performed as needed upon contact by State or Local staff. Fifteen (15) hours of technical assistance per month.

Confirmed.

4.12.2.3 Deliverable 3: By the end of thirty (30) calendar days of the contract start date, Vendor will develop and conduct one onsite, in-person user training as outlined in Section 4.11.6. A reproducible copy of all training material must be provided to CTP.

Confirmed.

4.12.2.4 Deliverable 4: By the end of one-hundred twenty (120) calendar days and two-hundred forty (240) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP.

Confirmed.

4.12.2.5 Deliverable 5: By the end of Week one (1) of the contract start date, Vendor must be prepared to provide training on system updates/changes, via web-based delivery or reproducible DVD.

Confirmed.

4.12.2.6 Deliverable 6: By the end of two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements.

Confirmed.

4.12.3 Optional Renewal YEAR 3

4.12.3.1 Deliverable 1: From Week one (1) of the contract start date through the end of the contract, Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.

Confirmed.

4.12.3.2 Deliverable 2: From Week one (I) of the contract start date through the end of the contract, Technical assistance will be performed as needed upon contact by State or Local staff. 15 hours of technical assistance per month.

Confirmed.

4.12.3.3 Deliverable 3: By the end of Thirty (30) calendar days of the contract start date, Vendor will develop and conduct one onsite, in-person user training as outlined in Section 4.1 t.6. A reproducible copy of all training material must be provided to CTP.

Confirmed.

4.12.3.4 Deliverable 4: By the end of Thirty (30) calendar days and sixty (60) calendar days of the contract start date, Vendor will develop and conduct two web-based

initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP.

Confirmed.

4.12.3.5 Deliverable 5: By the end of Week one (1) of the contract start date, Vendor must be prepared to provide training on system updates/changes, via web-based delivery or reproducible DVD.

Confirmed.

4.12.3.6 Deliverable 6: By the end of Two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements.

Confirmed.

 4.12.4 Optional Renewal YEAR 4

4.12.4.1 Deliverable 1: From Week one (1) of the contract start date through the end of the contract, Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.

Confirmed.

4.12.4.2 Deliverable 2: From Week one (1) of the contract start date through the end of the contract, Technical assistance will be performed as needed upon contact by State or Local staff. 15 hours of technical assistance per month.

Confirmed.

4.12.4.3 Deliverable 3: By the end of Thirty (30) calendar days of the contract start date, Vendor will develop and conduct one onsite, in-person user training as outlined in Section 4.11.6. A reproducible copy of all training material must be provided to CTP.

Confirmed.

4.12.4.4 Deliverable 4: By the end of Thirty (30) calendar days and sixty (60) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP.

Confirmed.

4.12.4.5 Deliverable 5: By the end of Week one (1) of the contract start date, Vendor must be prepared to provide training on system updates/changes, via web-based delivery or reproducible DVD.

Confirmed.

4.12.4.6 Deliverable 6: By the end of Two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements.

Confirmed.

4.13   WVDHHR's Contribution to Contract

4.13.1 The CTP will collaborate with the Vendor and will serve as the point of contact. Additionally, they will contribute the following to the contract:

4.13.1.1 Meet immediately with the vendor to develop project plan.

Confirmed. Our team looks forward to immediate meetings with the Agency to discuss and develop the project plan.

4.13.1.2 Provide Vendor with contact person/address/phone number for each local health department and other agency that has volunteer (or other) teams to be loaded into system (or built).

Confirmed.

4.13.1.3 Provide location for training, with computers for use.

Confirmed. We look forward to discussing these details.

4.13.1.4 Meet quarterly with Vendor to discuss project status, receive updates on technological or contract upgrades/revisions.

Confirmed. These quarterly meetings will be an important component to the success of our contract. We appreciate the Agency's foresight in suggesting this specification.

4.13.1.5 Provide drills/exercises to test system's performance.

Confirmed. We will provide ongoing drills and exercises that will be necessary in testing the system's performance.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Confirmed. We understand this specification and agree to its components.

5.2 Pricing Page: Vendor should complete the Pricing Page in wvOASIS. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Confirmed. Please see the completed Pricing Page in wvOASIS.

5.3 Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal.G.Hustead@wv.gov

Confirmed. Please see the completed Pricing Page in wvOASIS.

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

We understand this specification.

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

Juvare will provide one monthly invoice. Additionally, we will accept payment from the Agency in accordance with payment procedures in line with the State of West Virginia.

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

We understand and agree to this requirement. All anticipated travel costs have been built into our proposed fee.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

Confirmed. This information is provided in Section 11.

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

Confirmed. We will maintain responsibility for cards and keys. If these items are lost or stolen, Juvare will be responsible for the replacement fee.

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

Confirmed. If at any time a card or key is lost, stolen or missing, we ensure this information will be reported directly to the Agency.

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

Confirmed. Juvare employees that perform any duties related to this Contract will be held to the Agency's security protocol and procedures.

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

Confirmed—We will comply with these requirements.

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity

In the event of an inconsistency in the terms of this Section 10 and the terms in the Software Services Agreement attached hereto , the terms in the Software Services Agreement, including, without limitation, Attachment A - Provisions Required for Federally Funded Procurements incorporated therein, shall control for purposes of the inconsistency.

11. Miscellaneous

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

Contract Manager: Ann Marie Brown

Telephone Number: 336 689 5960

Fax Number: 470 279 6025

Email Address: annmarie.brown@juvare.com

Appendix A – Juvare Backup and Recovery Policy

INTRODUCTION

Backup copies of information, software and system images should be taken and tested regularly in accordance with Juvare backup policy and standard. Adequate backup facilities should be provided to ensure that all essential information and software can be recovered following a disaster or media failure.

PURPOSE

The purpose of this policy, in accordance with ISO 27001:2013, is to provide overall objectives and requirements of the backup and recovery practices used by Juvare to secure its Information Technology and protect the confidentiality, integrity and availability of its information.

SCOPE

- Information system owners, in conjunction with the Technology Group, shall be responsible for developing, documenting, implementing, and maintaining backup plans for all information resources under their control.
- Backup plans shall ensure that all essential information and software can be recovered following a disaster or system failure.

DEFINITIONS

Backup Media - Tape, disk, cloud snapshot, or any other method for storing electronic data.

BACKUP AND RECOVERY POLICY

- To protect against loss of data, Juvare has implemented this backup and recovery policy.
- It is Juvare policy to perform regular system backups to reduce the risk of loss or damage to Juvare's electronic information assets including, but not limited to data, business records, and intellectual property.

IT Resources

Owned or under the control of Juvare including server-based assets databases, applications and file servers, file shares, NAS, SAN, network devices, and computers shall be regularly backed up to mitigate loss or corruption of data. Development environments shall also be regularly backed up to mitigate loss or corruption of data. The backup type, schedule, and coordination of the off-site storage schedule shall be documented, maintained and executed by the Technology Group.

Backup Media

Backup media shall be encrypted with the corporate approved encryption model. While on-site, backup media shall be secured in an office safe or in another designated secure location

approved by the Technology Group.

Offsite Storage
Juvare uses third-party services to securely courier backup media for off-site storage. The off-site storage schedule shall be documented and maintained by the Technology Group.

Computer Backups – Network Storage
Computers shall be configured by the Technology Group to store data used by employees for email and corporate communications.

Computer Backups – Local Storage

Desktop and Laptop computers with data stored locally (e.g. computer hard drives), will not be backed up unless specific arrangements have been made by the owner of the device with the Technology Group.

Temporary Backups

In the unlikely event an employee is required to backup data to a portable medium such as a USB device or a DVD, this backup shall be encrypted with the corporate approved encryption model. This backup device shall be sanitized once it is no longer required using approved electronic device sanitization procedure outlined in the Juvare *Electronic Devices (Hardware) Lifecycle Policy*. While on-site, temporary backups shall be secured in an office safe or in another designated location approved by the Technology Group.

Third Party Vendors

- Use of third-party data storage and file sharing services (including free or low-cost online services) must be reviewed by the Technology Group and approved by the Information Security Team prior receiving any data from Juvare. All third-party data storage providers must meet or exceed the information and physical security requirements in place for Juvare-controlled data environments.
- A third-party vendor which may be used to store any confidential Information, PII, or PHI will be required to enroll in the vendor management program and complete a security screening process prior to receiving any data from Juvare.
- Third-party vendors which may be used to store PHI will be required to sign a Business Associate Agreement and an NDA prior to receiving any data from Juvare.
- Third-party vendors used to store any Juvare data will be required to have and maintain backup plans and processes that meet or exceed the backup requirements in place for Juvare-controlled data environments.

Testing / Review

- The Technology Group will be responsible for performing an annual review to verify proper backup procedures are in place.
- The Technology Group will test backup plans and at least annually to ensure effectiveness of backup processes and integrity of back-up media.

IT BACKUP AND RECOVERY STANDARD

This backup standard must balance the importance of the data to be backed up with the burden such backups place on the users, network resources, and the backup administrator. Data to be backed up will include:

- All data determined to be critical to company operations and/or employee job function; and
- All information stored for networking hardware such as corporate switches, firewalls, or phone systems.

Each business area shall take into consideration

- Accurate and complete records of backup copies
- Creation of documented operating procedures for generating backups and the restoration process for the backup of servers.
- Backup extent and frequency should reflect Juvare's business requirements, the security requirements of the information involved, and the criticality of the information to the continued operation of Juvare.
- Physical media backups should be stored in a remote location, at a sufficient distance to escape any damage from a disaster at the main site when appropriate (this does not apply to cloud-based servers)
- Backup information should be given the appropriate level of physical and environmental protection consistent with the standards applied at its main site.
- Backup copies and other system configuration data shall be taken and tested per Juvare's defined schedule.
- Restoration should be monitored to ensure recovery time objectives (RTO) and recovery point objectives (RPO) are met.
- Electronic copies of backups containing confidential information must encrypted in-transit and at rest using FIPS 140-2 compliant encryption.
- Juvare may leverage reputable 3rd party data backup and storage services.
  - Backup media must respect their original encryption/security status.

- Backup media is managed by staff with appropriate security clearance to handle the content of the information (confidential, in most cases).

SYSTEMS
- There shall be no single point of failure in the outbound commercial service delivery short of site disaster. Redundancy is used throughout the system, including routers, switches, cables, firewalls, load-balancers, web servers, application servers, file servers, database servers, etc.
- Configurations should be backed up in a way that each individual component shall be completely re-creatable (bare-metal build) if necessary.
- Where technically feasible, system configuration backups should be backed up to offsite storage.

APPLICATION DATABASES
- ▪ Point-in-time database backups are also done prior to every Juvare application upgrade to allow for "roll-forward" of changes.
- Juvare must take steps to have a reasonable approach to backup and restoration of non-production data.
- Databases are replicated continuously and asynchronously in near-real-time to the applicable disaster recovery site.
    - o Production databases will be backed up in to meet a maximum RPO time of 2 hours.
    - o Non-production databases do not have an RPO requirement.
- Data retention shall be included in the IT Data Retention Schedule.

IDENTIFICATION OF CRITICAL DATA
Juvare must identify what data is most critical to its organization. This can be done through a formal data classification process or through an informal review of information assets. Regardless of the method, critical data should be identified so that it can be given the highest priority during the backup process.
- Backup media shall be classified for confidentiality at the highest classification level of all information stored on it.
- All physical media shall be appropriately labeled to allow identification and appropriate handling (ex: asset tag).
- Information classification should follow the guidelines in Juvare's *Information Classification and Handling Standard*.

- All external hard drives used for Juvare business must be encrypted using FIPS 140-2 compliant encryption.
- All removable media that stores confidential data must be encrypted using FIPS 140-2 compliant encryption.
- Backup media must be managed by staff with an appropriate security role for handling the content of the information.
- Backup media shall be classified for confidentiality at the highest classification level of all information stored on it. Refer to the Juvare *Information Classification and Handling Standard*.
- All media shall be appropriately labeled to allow identification and appropriate handling.

<u>Media Audits</u>
- All backups must have integrity check capabilities; and
- Juvare must monitor backup errors where technically feasible. When errors or faults are found, a corrective measure shall be taken immediately to minimize the effect of the fault. The event should be documented after controlled.

<u>Monitoring Backup</u>
- Scheduled backups shall be monitored to ensure the successful completion of backup.
- Juvare must have alerts communicated to administrative staff when backups fail.
- When errors or faults are found, a corrective measure shall be taken immediately to minimize the effect of the fault. The event should be documented after controlled.

<u>Servers</u>
Juvare has determined that the following backup schedule will allow for sufficient data recovery in the event of an incident, while avoiding an undue burden on the users, network, and backup administrator.

Corporate Servers:
Juvare maintains minimal server infrastructure on-site. All corporate software, such as email and CRM, are cloud based SaaS solutions.

Hosting/MaaS Servers:
All data files critical to Juvare and hosted by a MaaS operations, are stored to an offsite cloud backup vendor and backed up daily.

Cloud providers/IaaS/PaaS:
All data files critical to Juvare and hosted by an IaaS/PaaS operation, are backed up to redundant IaaS/PaaS availability zones or regions. Backups are collected, compressed, encrypted, and

transferred on the vendor located servers. The backup intervals are at least daily.

Employee Desktop Computers and Laptops:
All employee computers should have files critical to company operation backed up to the company's network drives which are routinely backed up. Files of this nature shall be saved to a network drive rather than a local drive.   This backup process must be initiated by the desktop/laptop user and is their complete responsibility

Testing Backup Media and Restore Procedures
The effectiveness of the backup procedure should be tested regularly by restoring the system from backup media, and conducting user tests to verify the data and processes. Where this is not feasible or practical from a cost or resource perspective, backup procedures shall identify measures taken to mitigate the risk associated with being unable to restore a system from the backup media.

The test/recovery procedure should include:

- recovering data from offsite facility, including after hours;

- randomly testing copies to ensure that the information stored on them is still recoverable;

- recovering lost data reliably and within defined timeframes as per the Infrastructure Service Level Agreement;

- a process for addressing backup failures; and method for reporting, to the Technology Group, backup failures and corrective action taken

The data restoration procedures must be tested and documented. Documentation should include exactly who is responsible for the restore, how it is performed, under what circumstances it is to be performed, and how long it should take from request to restoration. It is extremely important that the procedures are clear and concise such that they are not misinterpreted by readers other than the backup administrator or confusing during a time of crisis.

Media, If Applicable
- All media must have some type of asset identifier.
- All media are inventoried and accounted for at least once per year.
- Media are always stored in climate-controlled environment.

Storage
Storage of backups is a serious issue and one that requires careful consideration. Since backups contain critical, and often confidential, company data, precautions must be taken that are

commensurate to the type of data being stored. Juvare has set the following guidelines for backup storage

- Juvare has determined that backup media must be replicated off-site at least once per day.
- Geographic separation for any media-based backups must be maintained, to some degree, to protect from fire, flood, or other regional or large-scale catastrophes.
- Offsite storage must be balanced with the time required to recover the data, which must meet Juvare's uptime requirements.
- When stored onsite or at corporate headquarters, backup media must be stored in an access-controlled area.
- When shipped offsite, a hardened facility (i.e., commercial backup service) that uses accepted methods of environmental controls, including fire suppression, and security processes must be used to ensure the integrity of the backup media.
- Online backups are allowable if the service meets the criteria specified herein.
- Confidential data must be encrypted using industry-standard algorithms to protect Juvare against data loss. All vendor remote backup repositories must be encrypted.
- Backups using inter-datacenter replication requires that data in transit is encrypted or use an encrypted connection to prevent the possibility of compromise.

Capacity Planning

After a certain time in service the media can no longer be considered dependable. When backup media is put into service the date must be recorded on the media. The media must then be retired from service after its time in use exceeds manufacturer specifications.

- Media utilization and backup duration is monitored.
- No single backup should take more than 8 hours to restore.
- Re-writable media is retired per manufacturer recommendations.

COMPLIANCE

Adherence to this information security document is required. Incidents due to the user's lack of adherence will be subject to Juvare's Human Capital *Progressive Disciplinary Policy,* up to and including termination.

Changes to this document shall be in accordance with the *ISMS Document and Records Control Standard.*

CONTACT INFORMATION
Ed Jones
ISMS Manager
470 279 6507
ed.jones@juvare.com

REGULATORY CONTROLS

- **NIST 800-53**
    - CP-9 Information System backup
- **NIST 800-171**
    - 3.8.9 Protect the confidentiality of backup CUI at storage locations.
- **ISO 27001:2013**
    - A.8.2.1 Classification of information
    - A.8.2.2 Labeling of information
    - A.12.3.1 Information Backup
    - A.17.1.2 Implementing Information Security continuity
    - A.18.1.3 Protection of Records
- **HIPAA**
    - **§ 164.308(a)(7)(i) -** Establish (and implement as needed) policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages systems that contain electronic protected health information.
    - **§ 164.308(a)(7)(ii)(A) -** Establish and implement procedures to create and maintain retrievable exact copies of electronic protected health information.
    - **§ 164.308(a)(7)(ii)(B) -** Establish (and implement as needed) procedures to restore any loss of data.
    - **§ 164.308(a)(7)(ii)(C) -** Establish (and implement as needed) procedures to enable continuation of critical business processes for protection of the security of electronic protected health information while operating in emergency mode.
    - **§ 164.308(a)(7)(ii)(D) -** Implement procedures for periodic testing and revision of contingency plans.
    - **§ 164.308(a)(7)(ii)(E) -** Applications and Data Criticality Analysis: Assess the relative criticality of specific applications and data in support of other contingency plan components.

- o **§ 164.310(d)(1) -** Implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic protected health information, into and out of a facility, and the movement of these items within the facility.
- o **§ 164.310(d)(2)(ii)** - Implement procedures for removal of electronic protected health information from electronic media before the media are made available for re-use.

RELATED DOCUMENTS
- Electronic Devices (Hardware) Lifecycle Policy
- ISMS Document & Record Control Standard
- Human Capital Progressive Disciplinary Policy
- Vendor Relationship Security Policy & Standard

Document Properties	
Property	Description
Circulation	Juvare Management, IT personnel
Document Owner	Director, SysOps
Next Scheduled Review	2/5/20121

Document Approvals		
Approver Name	Title	Date
Paul Colson	ISMS Manager	2/26/2019
ISMS Steering Committee	Various	2/26/2019
Todd Baughman	Director, SysOps	2/26/2019

Revision History			
Version	Date	Description of Changes	Revised by
1.0	9/24/2018	Legacy Version	Juvare Global
2.0	12/31/2018	ISMS version update to include document properties, ownership and content regarding a Standard that supports policy	Juvare ISMS

2.1	2/5/2020	Updated Contact Information	ISMS Manager

Appendix B – Security and Compliance

JUVARE SECURITY AND PRIVACY PROGRAM

The Juvare Security and Privacy Program is dedicated to regulatory compliance and protection of the company's and our customers' confidential information.

Built on an ISO 27001:2013 certified program Juvare continuously monitors control effectiveness through annual re-certification surveillance and SOC 2 Type 2 audits. A copy of our SOC 2 Type 2 report is available on request and execution of an NDA.

Juvare monitors the effectiveness of our controls Our security program is built on a strong base of policies and procedures that all Juvare employees must learn, understand, and implement in their daily work. Our comprehensive library of HIPAA and HITECH documented policies and procedures are available to every Juvare team member via the corporate intranet. These policies include (but are not limited to):

- Standards of Business Ethics and Conduct
- Safeguarding Confidential Information
- Compliance Training & Certification
- HIPAA Business Associates Agreements
- Breach Determination, Notification and Disclosure

The Juvare Privacy and Security Program comprised of policies, procedures and employee training. The program is continuously reviewed, and new measures are routinely implemented to meet or exceed current regulatory requirements. Some of the measures that are part of our current program include:

Juvare privacy and security controls include, but are not limited to:

Access Management:
- Unique usernames and complex passwords
- Role based access control (RBAC)
- Semiannual access review by product and system

Anti-Malware Protection
- Servers, workstations, and email protection

Application Testing
- Static code analysis
- Third party penetration testing

Log Management
- User, database, application, and system event Logging
- SIEM, Log consolidation, and protection

Compliance Audits
- Annual ISO 27001:2013 re-certification audits
- Annual SSAE 18 SOC 2 Type 2 audits (product specific reports are available on request. Subject to NDA.)

Disaster Recovery & Business Continuity
- Documented and tested DR plans to maintain continuity of product/application service
- Documented and tested BC plan to maintain continuity of business operations

Email
- Email gateway to encrypt sensitive data
- Spam Filtering to prevent malicious and nuisance messages

Encryption
- TLS 1.2 is used to secure data in transit
- Data at rest is AES-256 encrypted

Vulnerability Management
- Monthly vulnerability scanning and patching cycle

Network Security
- Intrusion Detection & Prevention
- Segmentation

Physical Security
- Electronic Access Control
- Video surveillance,
- Visitor logging
- Document shredding

Privacy & Security Awareness Training
- New hire training
- Annual refresher for all employees

Security Incident Response Team (SIRT)
- Defined processes to respond to security incidents

Vendor Management Program
- Security review of vendors

Appendix C – Software Services Agreement

CFI

SOFTWARE SERVICES AGREEMENT

In the event of an inconsistency in the terms of this Agreement and the terms in the Attachment 1 - Provisions Required for Federally Funded Procurements, the terms in the Attachment 1 - Provisions Required for Federally Funded Procurements shall control for purposes of the inconsistency.

This **Software Services Agreement** (the "**Agreement**"), effective _____, 2020 ("**Effective Date**"), is by and between the **State of West Virginia Department of Health and Human Services** (hereinafter referred to as "Client"), a State of West Virginia government department having its principal place of business located at State Capitol Complex, Bldg. 3, Room 206, Charleston, West Virginia 25305, and **Collaborative Fusion, Inc.** ("**CFI"**), a Delaware corporation with its principal place of business located at 235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303. The following Exhibits are attached hereto and incorporated herein as part of this Agreement:
1. Attachment 1 - Provisions Required for Federally Funded Procurements
2. Exhibit A – Definitions
3. Exhibit B – Third-Party Functionality Used to Support the Subscription
4. Exhibit C – Fees and Payment Terms
5. Exhibit D – Description of Hosted Services
6. Exhibit E – Description of Support Services

Upon execution of this Agreement by both parties, Client understands and acknowledges: (i) no new Software is being provided to Client pursuant to this Agreement as Client already received a subscription based access to the CORES RMS™ Software identified on <u>Exhibit C</u> to this Agreement and this Agreement is initially only for a four (4) year renewal of the Software-as-a-Services ("SaaS") based subscription to the CORES RMS Software; and (ii) any previously executed agreements by and between the parties for the CORES RMS Software Subscription and related services thereto (collectively, the "Prior Agreement") shall be terminated and replaced by this Agreement in all effects. Any payment obligations set forth in such Prior Agreements shall remain due and payable and shall be survive such termination.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise specifically stated in this Agreement or in another Exhibit hereto, the capitalized terms used in this Agreement shall have the meanings set forth in <u>Exhibit A</u> to this Agreement.

2. **Subscription.**
2.1. <u>Subscription</u> Grant. Subject to the terms and conditions of this Agreement, CFI hereby grants to Client a non-exclusive, non-transferable right to Use the Software identified on <u>Exhibit C</u> on a Software-as-a-Services ("SaaS") subscription basis without right of sublicense solely for Client's internal purposes for the stated Term. This Subscription does not transfer a license, title, or any proprietary or Intellectual Property rights to the Software, Documentation, or any Trade Secrets, copyrights, patents, or trademarks, embodied therein or used in connection therewith. CFI or its third-party service providers retain all right, title, and interest in and to the original, and any copies, of the Software and Intellectual Property rights therein.
2.2. <u>Change in Scope of Subscription</u>. The scope of this Subscription may be changed by a supplemental written agreement or amendment executed by both parties; for clarification purposes only, additional software products may be included in the Subscription, or the Subscription may be used for additional purposes beyond those described in 2 above.

2.3. <u>Client Responsibilities</u>.
(a) Client agrees not to, and shall not allow any of its authorized Users, employees, agents, representatives, affiliates or other third party to, (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any Source Code or underlying ideas, algorithms, file formats or programming, or interoperability interfaces of the Software or any portion thereof, (ii) sublicense, assign, transfer, rent, or sell use of the Subscription or the Software therein, (iii) remove any product identification, copyright, or other notices, (iv) develop any derivative work based upon the Subscription, Software, Documentation, or any Confidential Information, (v) provide, disclose, divulge or make available to, or permit use of the Subscription or the Software therein by any third party without CFI's prior written consent, or (vi) except as specified in the applicable user documentation, modify or incorporate the Subscription or the Software therein into or with other software. Client is responsible for the use and access of its Users, employees, agents, representatives, affiliates or other third party.
(b) <u>Login Credentials</u>. Client shall be solely responsible for all security regarding its User IDs, logins, passwords, and connectivity. Should security of any of these items be compromised, Client is obligated to immediately contact CFI to have such User IDs or passwords changed to prevent malicious use or any use in violation of this Agreement of the Subscription or Software. Further, if any of these items are compromised and used for malicious purposes, Client is responsible for all content and fees, including notification charges for messages sent using the compromised account information.
(c) <u>Third Party Technology Licenses</u>. Client acknowledges and agrees that, (a) in order to be executed, the Subscription require certain third-party technology, described in <u>Exhibit B</u> hereof, (b) CFI does not have the right to grant sublicenses to such third-party technology, and (c) prior to use of the Subscription, the CLIENT will, if necessary, obtain the licenses from the vendors of such third-party technology.
(d) <u>Client Data</u>.
(i) <u>Entry of Client Data</u>. Client's Users using the Subscription shall be solely responsible for all data entry, error correction, and the accuracy of the data related to themselves while using the Subscription. Notwithstanding the foregoing and only if the Services

purchased by CLIENT includes such service, CFI shall use its reasonable efforts to verify, on a routine basis through external databases, the accuracy of credential information inputted into the Software by the Users.

(ii) Ownership. Information entered by Users into the Software (collectively "Client Data") will remain the property of Client. The Client Data is owned and controlled by the Client. CFI shall have the right to access and use the Client Data to perform its obligations in this Agreement, so long as it maintains the confidentiality thereof. If included as part of the Services, CFI may access the Client Data for the purpose of verifying through external databases, the accuracy of credential information data, so long as it maintains the confidentiality thereof.

(iii) Schema. The schema relating to the storage and organization of the Client Data is owned and controlled by CFI. Client agrees and acknowledges that the Client has no right to the schema relating to the storage and organization of the Client Data. Client further agrees and acknowledges that the Client has no right to receive the Client Data in a format organized or stored according to the schema.

(iv) Return of Client Data. Upon the expiration of the Subscription or the termination of this Agreement, whichever is earlier, Client may request an export by CFI of the Client Data. The costs associated with exporting the Client Data will paid by the Client at CFI's then-current rates for data extraction services at the time of the export.

(e) Notifications. Client is responsible for all notifications transmitted through the Subscription and the Software thereto. Client acknowledges that all content, data, text, messages and other material contained in a voice, text, e-mail, Short Message Service ("SMS"), or other telephonic or electronic Notification ("Content") is the sole responsibility of the Client. Client is solely responsible for the integrity and quality of the Content. Client will not send any notifications unless (i) (a) the recipient of the message is an employee of Client sending the message (b) is using a device owned or paid for by the Client sending the message (c) using a personal device and the User has given the Client permission to communicate with them via the device or (d) Client has obtained "opt-in" consent from the User and/or recipient; (ii) applicable to sending SMS only, CFI provides Users with a mechanism for opting out of receiving messages, including information on how to "opt-out" through the Software within the Subscription. Users can opt-out of receiving messages from the Client by sending a message to the Client Administrator with "unsubscribe" in the text or removing themselves from the notifications; (iii) Client represents and warrants that it will send notifications in accordance with this Agreement; (iv) Client has determined that the phone numbers to be called exclude emergency numbers and other numbers that may not be called using an automated system under applicable law; (v) by way of example, and not as limitation, Client agrees to (a) comply with all federal, state and local laws, including but not limited to, the Fair Debt Collection Practices Act, Federal Trade Commission or any other federal or state regulatory authority; (vi) and that Client will not: (a) violate any regulation of the U.S. Securities and Exchange Commission or any stock exchange, infringe one another's rights in Intellectual Property, is invasive of another's right to privacy, or violate any privacy laws, privacy policies of Client or any other third parties or do anything that would justify a complaint to the Federal Communications Commission; (b) engage or facilitate any illegal, unethical, deceptive or misleading practices in connection with the use of the Subscription and Software thereto, including but not limited to, creating a false id CLIENT or forged email, phone or message header or otherwise attempt to mislead others as to the id CLIENT of the sender or the origin of the message; (c) use the Subscription and Software thereto in connection with any junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); (d) provide,

or knowingly allow any third parties to provide, content or other material to be transmitted in connection with or through the Subscription and Software thereto which: is defamatory, libelous, obscene, pornographic or is harmful to minors; promotes violence, discrimination, or illegal activities; transmit any material that contains viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment; or (e) violate any law, statute, ordinance or regulation, (including without limitation the laws and regulations governing export control); and (vii) Client is allowed to send SMS in text format only. No binary SMS messaging is allowed. The CLIENT acknowledges that all Content, data, text, messages and other material contained in a voice or text Notification sent by the CLIENT through the Subscription and Software thereto are the sole responsibility of the CLIENT. Under no circumstances will CFI or any of its Providers be responsible for any loss, damage, or liability arising out of the Content of any notification, including any mistakes contained in the Content or the use or transmission of the Content.

(f) Background Services. Client warrants and certifies that it will request, receive, disseminate and otherwise use the background screening services including, but not limited to, criminal record history, motor vehicle records, employment verification, education verification, and social security number verification (collectively "Background Services") in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act ("FCRA") and its state equivalents, the Driver's Privacy Protection Act 18 U.S.C. §2721 et seq., ("DPPA") and its state equivalents, the Gramm-Leach-Bliley Act ("GLB") and its state equivalents, and including any changes, supplements or amendments to such statutes, rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations (collectively referred to herein as "The Laws"). Client accepts the responsibility of understanding and for staying current with all applicable laws, specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order Background Services or materials. The Client hereby certifies that it has filed or will file prior to use all applicable Specific State Forms required by individual states and that if it receives Background Services or materials from a State requiring a state form, it will execute a copy of the appropriate State agreements and return same to CFI. Client warrants and certifies that it is a permissible purpose under the FCRA for which the Background Services were furnished; it has established, will implement and comply with reasonable procedures designed to ensure that the information supplied by CFI and CFI's partners is only distributed to an end-user with a permissible purpose including exercising reasonable efforts to verify the id of that user; obtain a certification from the end-user of the purposes for which the report will be used, and a certification that the report will not be used for any other purpose. Client shall, at Client's sole cost and expense, defend, indemnify and hold CFI, its affiliates and each party's employees, officers, directors, agents, representatives and contractors harmless from and against any and all claims and damages that arise from (a) infringement or contributory infringement to the extent caused in whole or in part by Client, its Authorized Users, agents, representatives, employees or by third parties under Client's direction; (b) additions, changes or modifications to the Services and/or Software therein by or on behalf of Client; (c) incorporation of the services or any component thereof into any other Client product or process; (d) use of the services by Client other than as permitted by this Agreement or applicable Exhibit hereto; (e) Client's breach of any of its obligations under this Agreement or applicable Exhibit hereto; (f) any personal injury or property damage

caused by Client; (g) Client's breach of any national, federal, state or local law or regulation in connection with Client's use of the System or services; (h) Client's performance of services for Client's clients; (i) claims against CFI by Client's clients, customers or third parties that Client communicates with using the services; and (j) libelous, slanderous, indecent or other statement concerning or arising out of Client's statement or publications to or about individuals or business entities.

3. **Services**. During the Term and provided Client is not in violation of this Agreement, including, without limitation, payment of the applicable Fees for the Term, CFI will provide the following services:

3.1. Activation and Access. Upon CFI's receipt of the Client's payment of the Fees set forth on Exhibit C, CFI will activate and provide the Client with access to Use the Subscription.

3.2. Hosting Services. CFI will provide the Hosted Services, as set forth in Exhibit D hereto, for the Subscription to the Software during the Standard Business Hours.

3.3. Support Services. CFI will provide Support Services, all as further defined in Exhibit E hereto, for the Subscription and the Software therein during the Standard Business Hours consisting of the following: (i) CFI will use reasonable efforts to maintain the Software to comply with the applicable Documentation in all material respects, and (ii) if and when made generally available through Support Services to CFI's other customers receiving Support Services, providing subsequent Software Updates for Use consistent with this Agreement and CFI's then-current policies. All Software Updates received by Client shall be subject to the terms of this Agreement. Support Services shall not include, and CFI shall not be responsible for, (i) failures of the Software to perform consistent with the Documentation, specifications, requirements and other details set forth in this Agreement or any subsequent amendments or quotes hereto in all material respects resulting from or caused by Client, Client's hardware and equipment, Client's connection to the Software, third party service providers, including, without limitation, communications services providers, or otherwise disclaimed elsewhere in this Agreement; (ii) any latency or downtime due to acts or omissions by the Client, its Administrators, or Users; (iii) or acts or omissions of unauthorized third parties and/or third parties over which CFI has no control; (iv) Internet latency, failures, or outages; (v) problems associated with the computer hardware and software systems used by the Client or its Administrators.

3.4. Background Services. If Background Services are included on the Services set forth on Exhibit C, CFI shall Beginning on the effective date of this Agreement, CFI shall maintain and shall cause the CLIENT to maintain all records related to each request made to for Background Services for a (3) year period (and such period as prescribed by law) from the date each request was made. The information retained and reports pursuant to this Section shall include, but not be limited to, the: request date, requested individual, requestor, and permissible purpose for each report and any other information sufficient to verify that the request and use of the report complies with the terms of this Agreement and the FCRA.

4. **Fees and Payment Terms.**

4.1 Payment; Late Payment. All amounts are due and payable by Client to CFI as set forth in Exhibit C hereto (unless alternative payment terms are mutually agreed up on by the parties). Any payments not received by CFI within thirty (30) days after the date of the applicable invoice (or as otherwise due pursuant to Exhibit C or an applicable Quote) will be considered past due and will accrue a late fee of 1.5% (or, if less, the highest amount allowed by applicable law) for failure to pay such invoiced amount within thirty (30) days of the applicable invoice date and for each thirty (30) day period thereafter that such amounts remain past due and owing.

4.2 Travel Expenses and Additional Charges. To the extent that the Services provided hereunder may require CFI to travel, Client shall pay Travel Expenses reasonably incurred by CFI in connection with such travel. CFI shall invoice Client for Travel Expenses on a monthly basis as incurred. Travel Expenses are in addition to any charges set forth in this Agreement or any Quote hereto. Other additional charges may be required should Client elect to: (a) additional Services beyond what has been agreed to herein; (b) increase the use limitations on the Software; (c) increase the number of non-production instances of the Software; (d) additional Software; (e) upon exercise of an Option Period; (f) increase storage capacity; or (g) as otherwise required by the Agreement.

4.3 (Omitted.)

4.4 Suspension of the Software, Services and Support Services. Without limitation as to any other rights or remedies of CFI under this Agreement, CFI reserves the right to immediately suspend Client's access to and use of the Services (including, without limitation, to the Software and the Support Services), without notice to Client, if any amounts payable to CFI are past due and not paid within the time frame set forth in Section 5.1 or elsewhere in this Agreement or an Exhibit, Statement of Work or Quote hereto, as applicable. Client agrees that CFI shall have no liability to Client, and Client waives any claim or action against CFI in the event of suspension or termination of access to or use of the Services for Client's failure to timely pay charges. Client's payment obligations shall continue during any period of suspension pursuant to this Section.

4.5 Taxes. All amounts charged by CFI are exclusive of, do not include, and Client shall be solely responsible for payment of, all sales, excise, use, value added, or other taxes, tariffs and duties that may be applicable to the Services, except for any taxes based upon CFI's net income, assets or worth. CFI shall invoice Client for amounts it is obligated to collect or is allowed to recover as such taxes, tariffs and duties. Client's obligations for the payment of taxes, tariffs and duties payable hereunder shall survive the expiration or termination of this Agreement. If the transaction or the Client is exempt from taxes, CFI will not charge tax provided that Client timely provides CFI with a valid exemption certificate or other evidence of such exemption in a form reasonably acceptable to CFI. To the extent permitted under applicable laws and regulations, CFI will not charge tax on transactions for the electronic delivery of the Services.

5. **Ownership of Intellectual Property.** The Software, including, without limitation, the CORES Platform, and Documentation, and all copies thereof, shall remain the exclusive property of CFI and/or its third-party licensors. All applicable Intellectual Property rights, including, without limitation, copyrights, trademarks, logos, and patents, shall remain vested in CFI and/or its third-party licensors. Client shall not claim, register, alter or modify, any interest in such Intellectual Property rights, including, without limitation, copyrights, trademarks, logos, and patents, nor shall Client nor attempt to do any of the foregoing. Client shall not translate any of the CFI trademarks into any other language or alphabet. Notwithstanding the foregoing, Client shall always have title to data input and output arising out of the use of the Software, and any computer programs developed by or for Client using output of the Software as input to another source, and which do not include any logic and code of the Software, and such shall remain the exclusive property of the Client. Client acknowledges and agrees that CFI may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.

6. **Warranties and Disclaimers**

6.1 Limited Warranty. During the term of this Agreement, CFI and its Providers warrant only to Client that the Subscription and Software

will be accessible through the Internet and that CLIENT's use of the Software and Subscription will not be materially limited. CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND CFI'S SOLE AND EXCLUSIVE LIABILITY, FOR BREACH OF THIS WARRANTY WILL BE REACTIVATION OF THE SUBSCRIPTION TO THE SOFTWARE UPON CFI'S RECEIPT OF WRITTEN NOTIFICATION FROM CLIENT THAT SUCH ACCESS IS NOT WORKING OR IN COMPLIANCE OR THAT IT IS LIMITED. CFI AND ITS PROVIDERS DO NOT WARRANT THAT THE SUBSCRIPTION, SOFTWARE THERETO, SERVERS, AND/OR TELEPHONY INFRASTRUCTURE WILL MEET CLIENT'S REQUIREMENTS, WILL BE UNINTERRUPTED OR ERROR-FREE, OR WILL MEET ANY PARTICULAR CRITERIA OR PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED. Because the foregoing Limited Warranty relates to the availability of the Software, which may be used on a daily basis, no action for breach of such Limited Warranty may be commenced unless Client has provided CFI with written notice and an opportunity to cure within the thirty (30) calendar days immediately following the date of the alleged breach.

6.2 <u>Disclaimer</u>. EXCEPT FOR THE LIMITED EXPRESS WARRANTY PROVIDED ABOVE, CFI AND ITS PROVIDERS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ESPECIALLY RELATING TO THIRD PARTY INTEGRATIONS DATA ACCURACY. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SOFTWARE, THE SUBSCRIPTION, OR THE SERVICES TO BE PROVIDED BY CFI AND ITS PROVIDERS, AND THAT CLIENT HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT HEREIN. FURTHER, CLIENT ACKNOWLEDGES AND AGREES THAT THE INTERNET IS NOT ESTABLISHED OR MAINTAINED BY CFI, THAT CFI HAS NO CONTROL OVER THE INTERNET, AND THAT CFI IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SOFTWARE, THE SUBSCRIPTION, OR THE PROVISION OF THE SERVICES. ADDITIONALLY, ALL BACKGROUND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY WARRANTIES OR REPRESENTATIONS OF ACCURACY OR COMPLETENESS. NEITHER CFI OR ITS THIRD PARTY SUPPLIERS OR PROVIDERS MAKE REPRESENTATIONS, COVENANTS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE SERVICES OR MATERIALS DELIVERED OR THE MEDIUM OF DELIVERY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IN RESPECT OF ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NEITHER CFI NOR ITS THIRD-PARTY SUPPLIERS AND/OR PROVIDERS SHALL HAVE ANY LIABILITY FOR CONCLUSIONS REACHED FROM USE OF THE SERVICES OR MATERIALS. CFI and its third party suppliers / providers shall not be liable to the CLIENT, the user, or to anyone else for any loss or damage of any kind, including without limitation, special, indirect, incidental or consequential damages, with respect to the Background Services or materials delivered or the medium of distribution, regardless of whether such liability is based in tort, contract or otherwise from the use of the Background Services. Neither CFI nor its third party suppliers / providers shall be liable to the CLIENT for any loss, injury, claim, liability or damage of any kind resulting in any way from (a) errors in or omissions from the Background Services or

materials available or not included therein, (b) the unavailability or interruption of the Background Services or materials, (c) use of the Background Services or materials (regardless of whether the Client received any assistance from CFI or any supplier and/or provider in using the Background Services or materials), (d) the content of the Background Services, (e) use of the Background Services or authorized printouts by an authorized individual, user or organization, authorized user or other third parties.

6.3 <u>Limitation of Liability</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY EXHIBITS OR ATTACHMENTS HERETO AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CFI (INCLUDING ITS AFFILIATES) SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY EXHIBIT, QUOTES OR ORDERS HEREUNDER (HOWEVER ARISING, UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SOFTWARE OR SERVICES AND/OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE SOFTWARE OR SERVICES, EVEN IF CFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. SUBJECT TO THE FOREGOING AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FOR THIS AGREEMENT AND EACH QUOTE FOR SOFTWARE OR SERVICES HEREUNDER, IN NO CASE SHALL CFI'S (INCLUDING ITS AFFILIATES) MAXIMUM AGGREGATE LIABILITY DURING ANY TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT (THE FIRST OF WHICH SHALL COMMENCE ON THE EFFECTIVE DATE OF THIS AGREEMENT) UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNTS ACTUALLY PAID TO CFI BY CLIENT PURSUANT TO THIS AGREEMENT DURING SUCH TWELVE (12) MONTH PERIOD (EXCLUDING TRAVEL EXPENSES). THE PARTIES UNDERSTAND AND AGREE THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENTS A REASONABLE ALLOCATION OF RISKS, AND EACH PARTY EXPRESSLY CONSENTS TO SUCH ALLOCATION. CFI SHALL HAVE NO LIABILITY OF ANY KIND IN THE EVENT CLIENT'S RECORDS OR OTHER DATA SUBMITTED FOR PROCESSING ARE LOST OR DAMAGED.

6.4 <u>Limitation of Warranties</u>. Except the Limited Warranty in Section 6.1, Client acknowledges and agrees that CFI has made no agreements, representations or warranties other than those expressly set forth in this agreement.

7. Release and Indemnity

7.1. <u>Release from Liability</u>. CLIENT agrees to indemnify, defend, hold harmless, and release and forever discharge CFI (and its Providers, directors, officers, managers, employees, affiliates, successors, members, auditors, advisors, shareholders, and assigns) from and against all losses, damages (including incidental and consequential damages), expenses (including court costs, reasonable attorneys' fees, interest expenses and amounts paid in compromise or settlement), suits, actions, claims, penalties, liabilities, demands, causes of action, or obligations, related to, caused by, arising from or on account of the activities of CLIENT or any other person, including but not limited to any claims asserted against CFI relating in any way to the provision of services or products, the performance of CFI's obligations, the services or products provided by CFI (except to the extent that such claims arise out of or result

solely from the gross negligence or willful misconduct of CFI, its employees or agents), or the failure of CLIENT to comply with any covenant, provision, or agreement of CLIENT contained herein. The obligation of CLIENT to indemnify CFI shall also include, without limitation, claims relating to any modification to the Software or the Subscription by anyone other than a CFI employee or contractor.

7.2.   Release from Liability. CLIENT ACKNOWLEDGES THAT PERSONS OTHER THAN CFI MAY INTERFERE WITH THE PROPER FUNCTIONING OF THE SUBSCRIPTION AND THE SOFTWARE THERE, I.E. "HACK" THE SOFTWARE, AND THAT IT MAY BE DIFFICULT TO DETERMINE PRECISELY WHO TOOK SUCH ACTIONS OR WHEN THEY WERE TAKEN. CLIENT IS RESPONSIBLE FOR MONITORING THE USE OF THE SUBSCRIPTION AND THE SOFTWARE THEREIN ON A REGULAR BASIS TO BE CERTAIN THAT IT DOES NOT CONTAIN INAPPROPRIATE MATERIAL AND IS FUNCTIONING PROPERLY. IN THE EVENT CLIENT DISCOVERS ANY MATERIAL THAT SHOULD BE REMOVED FROM THE SUBSCRIPTION AND THE SOFTWARE OR THE CLIENT DATA THEREIN, IT WILL DO SO PROMPTLY OR, IF IT CANNOT DO SO, WILL IMMEDIATELY NOTIFY CFI IN WRITING.

8.   Confidential Information

8.1   Confidential Information Defined. During the Term of this Agreement and in connection with each party's performance of their respective duties and obligations hereunder and thereunder, each party will disclose to the other ("Disclosing Party") and the other party shall receive ("Receiving Party") certain Confidential Information of the Disclosing Party. The term "Confidential Information" shall mean any and all information that the Disclosing Party discloses to the Receiving Party in connection with or related to this Agreement, whether disclosed verbally, electronically, visually, or in a written or other tangible or intangible form, including, but is not limited to, trade secrets, pricing information, terms of this Agreement, customers, customer lists, Intellectual Property, computer programs, software, documentation, formulas, data, inventions, techniques, financial, marketing or product development plans, personnel, audit results, designs, performance data, as to CFI, the Software and any other deliverables (including, without limitation, data, information, computer code and reports) provided in connection with the Subscription, and, as to Client, the Client's Information, as well as any other information that the Disclosing Party clearly communicates to the Receiving Party as confidential.

8.2   Duties with Regard to Confidential Information. The Receiving Party agrees that it will only use the Disclosing Party's Confidential Information in the performance of its obligations hereunder or as otherwise expressly provided in this Agreement, and that it will only disclose the Disclosing Party's Confidential Information only to those of its directors, officers, employees, consultants, agents, independent contractors, and professional advisers who need to know such information and who are subject to written agreements with the Receiving Party sufficient to enable the Receiving Party to require such persons to comply with the Receiving Party's confidentiality obligations hereunder. The Receiving Party agrees that it will treat all of the Disclosing Party's Confidential Information with the same degree of care (but no less than reasonable care) as it accords its own confidential information.

Notwithstanding the foregoing or CFI's obligations elsewhere in this Section, Client understands that CFI does not require any information for the performance of Services hereunder, and that CFI cannot guarantee the security of Client Information when stored on Client's applicable equipment and hardware or transmitted or accessible when using the internet or other services providers. CFI shall not be liable or responsible to Client or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of information stored by Client on the System, including, without limitation, while such information is transmitted or accessible through the Software, the internet, or services providers. Additionally, CFI shall not be responsible for any breach of security or confidentiality caused by Client's failure to maintain the confidentiality and control of its user identification numbers or passwords related to its use of the Software provided hereunder.

8.3   Exclusions from Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its personnel; (b) has been or is obtained by the Receiving Party from an independent source without accompanying obligations of confidentiality; (c) is independently developed by the Receiving Party without reliance in any way on the Disclosing Party's Confidential Information; or (d) has been approved for unrestricted release by the Disclosing Party in writing. Additionally, the Receiving Party may disclose the Disclosing Party's Confidential Information where the Receiving Party is required by law to disclose information that is otherwise Confidential Information, provided (to the extent not prohibited by law) the Receiving Party has first notified the Disclosing Party in writing as soon as is commercially reasonable of such requirement to disclose the Disclosing Party's otherwise Confidential Information in order to permit the Disclosing Party to seek confidential treatment of such information. Additionally, Client agrees to reimbursement CFI at its then current hourly rate for such services for the number of hours spent by CFI responding to legal requests for Client Information in CFI possession.

8.4   Protection of Confidential Information. Notwithstanding the "Dispute Resolution" Section of this Agreement, the Receiving Party acknowledges that the Disclosing Party shall have the right to take all reasonable steps to protect the Disclosing Party's confidential and proprietary interests, including, but not limited to, injunctive relief in a court of law or equity and any other remedies as may be available at law or in equity in the event the Receiving Party does not fulfill its obligations under this Section.

8.5   Survival of Confidentiality Obligations. Each party's obligations of confidentiality pursuant to this Section for all Confidential Information disclosed between the parties during the term of this Agreement shall survive the expiration or termination of this Agreement as follows: (i) for Confidential Information consisting of trade secrets, for so long as such information remains a trade secret of the disclosing party or for five (5) years following the expiration or termination of this Agreement, whichever is longer, (ii) for Confidential Information consisting of the disclosing party's Client information or CFI's suppliers' information, indefinitely, and (iii) for all other Confidential Information, for five (5) years following the expiration or termination of this Agreement.

8.6   Termination of This Agreement. Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party agrees to terminate all use of the Disclosing Party's Confidential Information and to either to return to the Disclosing Party all copies of the Disclosing Party's Confidential Information in its possession or under its control or to provide the Disclosing Party with a written notice from one of the Receiving Party's authorized representatives certifying that all copies of the Disclosing Party's Confidential Information in the Receiving Party's possession or control have been destroyed; *provided, however*, the Receiving Party may (at its option, but not its obligation) keep a copy of the Disclosing Party's Confidential Information in its archives, and the provisions of this Section shall continue with respect to such Confidential Information.

9. Term and Termination

9.1   Term. The term of this Agreement and the Services and Subscription herein, shall commence on the Effective Date and, unless terminated as set forth in this Section, shall (i) continue for

an initial period ending **four (4) years** thereafter (the "Initial Term"), and (ii) shall automatically terminate unless and until Client exercises an option year (each a "Option Period") on the anniversary of the Effective Date for additional successive one-year terms (each Option Period with the Initial Term shall be referred to as the collective "Term"); *provided*, *however*, in Client does not exercise an option year as set forth above, the Services and Software shall immediately terminate and Client and its Users shall immediately cease all use and access of the Services and Software as of the expiration date of the Initial Term or a then-current Option Period.

9.2   Termination for Cause. This Agreement or any Exhibit or Quotes hereto may be terminated as follows:

a.   by CFI upon the breach by Client of any of its payment obligations under this Agreement or any Quote or Exhibit hereto, which breach has not been cured within five (5) days after Client has received written notice thereof,

b.   by one party upon the breach by the other party of any of such other party's material obligations under this Agreement or any Quote or Statement of Work hereto that has not been cured within thirty (30) days after the breaching party has received written notice thereof (*provided, however*, that there shall be no cure period in the event of a breach by Client of its obligations related to CFI's Confidential Information and Intellectual Property rights), or

c.   by CFI if all or a substantial portion of the assets of Client are transferred to an assignee for the benefit of creditors or Client files or has filed against it a petition for liquidation under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days.

If the basis for termination for cause applies only to a specific Quote or Statement of Work, the non-breaching party may elect to terminate only the affected Quote and associated Statement of Work, in which case this Agreement and other Quotes will remain in full force and effect. A breach of the terms of this Agreement or a Quote by a User shall be deemed to be a breach of the terms of this Agreement by Client.

9.3   Effective Date of Termination for Cause. Termination for cause based upon 9.1(a) above shall be effective on the 6th day after Client received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the five (5) day cure period. Termination for cause based upon 9.1(b) above shall be effective on the 31st day after the breaching party received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the thirty (30) day cure period; *provided, however*, if a breach under 9.1(b) is not subject to cure (e.g., disclosure of a party's Confidential Information), termination for cause is effective immediately upon the party providing written notice of termination to the breaching party consistent with the notices provision of this Agreement. Termination for cause based upon 9.1(c) above shall be effective immediately after the assignment for benefit of creditors has been made or the filing of a petition for liquidation under bankruptcy or other insolvency laws and such have not been dismissed, dissolved or the petition lifted or stayed.

9.4   Termination for Convenience. If Client exercises its option to terminate this Agreement for its convenience pursuant to Attachment 1 and W. Va. CSR § 148-1-5.2(b), there shall be no refund to Client and all outstanding amounts due to CFI for any and all professional services that have been performed by CFI shall be paid to CFI pursuant to the payment terms in this Agreement.

9.5   Effects of Termination. Termination of this Agreement shall result in the termination of all outstanding Quotes, Statements of Work and Exhibits, and termination of all outstanding Quotes, Statements of Work and Exhibits shall result in the termination of this Agreement. Upon termination of this Agreement and/or any

Quotes, Statements of Work and Exhibits for any reason, any amounts owed to CFI under this Agreement or any Quotes, Statements of Work and Exhibits, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the remaining balance of unpaid fees for professional services and Travel Expenses). All Subscriptions, including, without limitation, Services and all Software use and access, granted under this Agreement and all Quotes, Statements of Work and Exhibits hereto shall immediately terminate upon termination of this Agreement. All Subscriptions, including, without limitation, Services and all Software use and access, granted pursuant to an applicable Quotes, Statements of Work and Exhibits shall terminate upon the expiration or termination of the applicable Quotes, Statements of Work and Exhibits. Upon termination of this Agreement, CFI will immediately cease performing all Services and terminate Client's and its User access to the Software. CFI shall have no obligation for retaining or maintaining a copy of any such Client's Information or data from the Software following the date of expiration or termination of the Quotes, Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of this Agreement. CFI shall be entitled, without further liability, to destroy all such Client's Information or data from the Software following the date of expiration or termination of the Quotes, Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of this Agreement. If Client receives Hosted Services from CFI, the following termination provisions also apply upon termination of this Agreement for any reason:

a.   Client's access to the Hosted Services (including, without limitation, all access to the hosted environments and data) shall be suspended;

b.   Client shall immediately surrender to CFI any Internet protocol numbers, addresses or CFI-owned domain names assigned to Client in connection with the Hosted Services delivered hereunder;

c.   Unless other arrangements are requested by Client within five (5) days of the effective date of termination and provided Client has paid all outstanding amounts due to CFI under this Agreement, for the five (5) day period following the effective date of termination of this Agreement CFI shall provide Client with access to its data or information within the Hosted Services for Client to download the Client Data or information; and

d.   Any and all Client Data shall be overwritten, erased, encrypted or otherwise rendered unrecognizable upon the sooner to occur of (i) Client's confirmation that it has downloaded the Client Data or information, or (ii) expiration of the period of access as set forth in subsection (c) above, or (ii) thirty (30) days from the effective date of termination of this Agreement.

9.6   Other Termination/Suspension of Services. In addition to all other remedies to which it may be entitled hereunder, CFI shall have the right, without notice to Client, to immediately suspend the provision of any and all Software and Services hereunder, including, without limitation, access to the Software and Support Services, in the event of (i) any breach or threatened breach of this Agreement or any Quotes, Statements of Work and Exhibits hereto by Client or its Users or contractors, (ii) any requirement or direction by any legal or regulatory body having jurisdiction over Client, CFI or its suppliers or third party service providers, or (iii) any change in law that renders CFI provision of the Software unlawful or otherwise non-compliant with applicable law. Client's payment obligations shall continue during any period of suspension pursuant to this Section. Client agrees that CFI shall have no liability to Client, and Client waives any claim or action against CFI, in the event of termination of access to the Software as provided in this Agreement. CFI shall make reasonable efforts to restart such access upon Client's cure or correction of the event of default or breach unless it has already terminated this Agreement or any

Quotes, Statements of Work and Exhibits as provided hereunder. Client shall reimburse and pay to CFI all charges, expenses and fees incurred by CFI or payable by CFI to third parties as a result of such suspension of Software or reconnection/restart of such access to such Software.

9.7 <u>Collection Costs</u>. CFI shall be entitled to recover from Client any and all of CFI's attorneys' charges and expenses, including, without limitation, court costs, incurred by CFI in connection with any attempts to pursue collection of amounts owed by Client hereunder or otherwise incurred by CFI in enforcing of the terms and conditions of this Agreement or any Quotes, Statements of Work and Exhibits hereto.

9.8 <u>Survival</u>. The provisions of this Agreement that, by sense and context of the provision, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

9.9 The termination of this Agreement shall not relieve the Client of its obligation to pay any Charges and Fees incurred hereunder prior to the effective date of such termination or expiration or that result or arise from the termination of this Agreement (as provided in herein).

10. GENERAL PROVISIONS

a) <u>Entire Agreement; Waiver</u>. This Agreement and the Schedules attached hereto constitute the entire agreement between the Parties and supersede all prior agreements, understandings and arrangements between the Parties with respect to the subject matter thereof. Any provisions, terms or conditions on Client's purchase orders which are, in any way, inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon CFI and shall have no applicability hereunder. The failure of any Party to insist, in any one or more instances, upon the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term or condition.

b) <u>Governing Law</u>. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of West Virginia (United States of America) regardless of application of choice of law rules or principles. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods. The original language of this Agreement is English. In case of any discrepancies or conflicts between the English text version of this Agreement and any translation, the English version shall prevail.

c) <u>Assignment</u>. Client may not assign or otherwise transfer, in whole or in part, or in any other manner, any rights, obligations, or any interest in or under this Agreement without the prior written consent of CFI and any purported attempt to do so will be null and void. A merger or other acquisition by a third party will be treated as an assignment. CFI may at any time and without Client's consent assign all or a portion of its rights and duties under this Agreement to a company or companies wholly owning, owned by, or in common ownership with CFI. This Agreement shall be binding on each party's successors and permitted assigns. Additionally, CFI may delegate the performance of certain Services to its Affiliates and third-party providers, provided CFI remains responsible to Client for the delivery of such Services and the compliance of such Affiliates and third-party providers with this Agreement.

d) <u>Change in Subcontractors</u>. CFI has the right to change, modify and otherwise convert its services providers (including, without limitation, its affiliates) and subcontractors used to provide the Services and terms under which the Services are offered, provided that the basic functionality and quality of the Services will not be materially adversely affected.

e) <u>Interpretation</u>. In the event of a conflict between this Agreement and the terms of any Exhibit, Statement of Work or Quote attached hereto, the terms of the Exhibit, Statement of Work or Quote shall prevail and control the interpretation of this Agreement. The Exhibits, Statement of Work or Quote, attachments, and schedules together with this Agreement shall be interpreted as a single document.

f) <u>Force Majeure</u>. Excluding payment obligations, no breach of any obligation of a party to this Agreement or Exhibit, Statement of Work or Quote shall constitute an event of default or breach to the extent it arises out of a cause, existing or future, that is beyond the reasonable control and without negligence of the party otherwise chargeable with breach or default, including without limitation, flood, war, terrorists' acts, riot, theft, labor disputes, earthquake or natural disaster. Either party desiring to rely upon any of the foregoing as an excuse for non-performance, default or breach, shall, when the cause arises, give to the other party prompt notice of the facts that constitute such cause and when the cause ceases to exist, give prompt notice thereof to the other party.

g) <u>Limitations Period</u>. Client agrees not to bring a legal action against CFI more than two years after the later of the date on which the cause of action accrues or the date on which the party discovered or with reasonable investigation should have discovered the cause of action.

h) <u>Prevailing Party</u>. The prevailing party in any arbitration, suit, or action brought by one party against the other party to enforce the terms of this Agreement, any Exhibits or Quotes or Statement of Works hereto or any rights or obligations hereunder, shall be entitled to receive its reasonable costs, expenses, and attorneys' charges of bringing such arbitration, suit, or action.

i) <u>Independent Contractors</u>. The parties are independent contractors, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. Neither party shall make any statement, representation, warranty or other commitment on behalf of the other party.

j) <u>No Licenses</u>. There are no licenses to the Software, express or implied, granted or provided under this Agreement. Neither party shall exceed the scope of the Subscription granted hereunder. CFI reserves all rights not specifically granted to Client.

k) <u>Notice</u>. All notices shall be in writing and sent by certified mail (return receipt requested), overnight courier, or delivered personally to the addresses indicated on the first page of this Agreement for the applicable intended recipient, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. All notices to CFI shall be directed to the attention of the President/CEO of CFI, with a copy of all such notices also sent to CFI to the attention of CFI's General Counsel at the same address as CFI. Notice will be effective on the date shown on the delivery receipt or, in the case of personal delivery, actual receipt. All notices required pursuant to this Agreement shall be provided in strict compliance with this Section.

l) <u>Severability</u>. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

m) <u>No Third-Party Beneficiaries</u>. CFI and Client agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

n) <u>Headings</u>. The headings used in this Agreement, Exhibits, Quotes and Statements of Work are solely for convenience and shall not be considered in its interpretation.

o) <u>Authorized Signer</u>. Each party represents that the person signing this Agreement and any Exhibit, Statement of Work or Quotes hereto has been properly authorized and empowered to execute and deliver this Agreement and any Exhibit, Statement of Work or Quotes hereto on behalf of such party. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by CFI.

p) Incorporation by Reference. Any Attachments to this Agreement and any Exhibit, Statement of Work or Quote now existing and hereafter executed or issued that are made pursuant to this Agreement shall be deemed to be part of this Agreement and are incorporated into this Agreement by reference.

q) Amendments. Except as otherwise provided herein or in an applicable Exhibit, Statement of Work or Quote, this Agreement and any Exhibit, Statement of Work or Quote may be changed or modified only in a written document signed by duly authorized representatives of both parties.

r) Counterparts/Duplicate Originals. This Agreement and any Exhibit, Statement of Work or Quote may be executed by the parties in one or more counterparts or duplicate originals, and each of which when so executed shall be an original, but all such counterparts shall constitute one and the same document.

s) Publicity/Use of Trademarks. Client agrees to permit the occasional use of Client's name and logo as well as reference to this Agreement and the Services in their respective promotional advertising, press releases and public relations efforts. All such use will be only in a manner that reflects positively upon the other party. CFI may place Client's name on a list of CFI's customers.

t) Non-Solicitation. Client shall not, without CFI's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by CFI and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with CFI, or (ii) termination or expiration of this Agreement. "Restricted Employee" means any former or current employee of CFI or its Affiliates that provided services on behalf of CFI hereunder or that Client became aware of or came into contact with during CFI's performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the day and year set forth above. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by CFI.

Collaborative Fusion, Inc.   **State of West Virginia Department of Health and Human Services**

By:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿   By:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

Name:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿   Name:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

Title:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿   Title:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

Date:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿   Date:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

/End of Agreement; Attachment 1 and Exhibits follow.

ATTACHMENT 1 TO SOFTWARE SERVICES AGREEMENT
Provisions Required for Federally Funded Procurements

[intentionally blank – Attachment 1 follows hereafter]

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.

2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

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

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

   ### § 148-1-5. Remedies.

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

   5.2. Contract Cancellation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4. Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6. Damages.

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

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

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

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

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

5.2. Contract Cancellation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

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

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

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

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

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

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

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

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

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

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

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

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

<u>**EXHIBIT A TO SOFTWARE SERVICES AGREEMENT**</u>
Definitions

For purposes of this Agreement, the following definitions shall apply:

1. "**Administrator**" means an employee, officer, director or consultant of Client to whom Client has provided a user account and certain rights to administer the Subscription on behalf of Client.
2. "**Client Data**" means data input by Client or its authorized Users into the Subscription and/or Software thereto.
3. **"CORES Platform"** means the computer software programs developed and owned by CFI that is part of the Software provided via the Subscription to the CLIENT, in machine executable object code form and the Documentation, together with Software Updates.
4. **"Custom Software"** means purchased customizations or modifications to the Software pursuant to a Statement of Work hereto which sets forth the customizations or modifications, the fees for such development services, the ownership of such, and whether such customizations or modifications to the Software are subject to Support Services.
5. **"Documentation"** means the user manuals, requirements, specifications, training materials, and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by CFI in conjunction with the purchase, training, use, technical support or update of the Software and Services provided hereunder.
6. **"Effective Date"** means the execution date of this Agreement.
7. "**Initial Term**" shall mean as set forth in Section 9 of the Agreement.
8. **"Intellectual Property"** means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing: copyrights (including derivative works, as defined by the United States Copyright Act, thereof), trademarks, trade names, Trade Secrets, mask work rights, know-how, patents and any other intellectual and industrial property and proprietary rights, of every kind and nature throughout the universe and however designated, and including all registrations, applications, renewals and extensions thereof, under applicable law as it may currently exist or as it may in the future exist.
9. "**Option Period**" shall mean as set forth in Section 9 of the Agreement.
10. **"Party"** means CFI or the Client individually and "Parties" shall mean CFI and the Client collectively.
11. **"Services"** means the services set forth in Section 3 in the Agreement and the Exhibits thereto as applicable.
12. "**Software**," means, individually and collectively, all of the software, including, without limitation, the CORES Platform, granted to Client from CFI via the Subscription as identified on Exhibit C hereto. Software includes Software Updates to such software.
13. "**Software Updates**" means any technical correction, patch, bug fix, enhancement or other software release to the Software that is provided to Client pursuant to the Client purchased Support Services and/or the Subscription.
14. **"Source Code"** means a series of instructions or statements in an English-like high level computer language such as but not limited to PHP, FORTRAN, C, or PASCAL, or in a relatively low-level language such as the assembly language for a particular processor. Source Code is normally readable by humans trained in the particular computer language in question. It is transformed by compiler into machine readable Object Code (or Executable Code) for actual use on a computer.
15. "**Support Services**" means the technical support services provided by CFI pursuant to the Agreement and Exhibit E. May also be referred to as "Software Support Services."
16. **"Statement of Work"** means a document(s) setting forth in detail services to be performed by CFI pursuant to the fees therein, all subject to and to be governed by this Agreement. A Statement of Work may be amended only in writing with the mutual agreement of the parties from time to time in accordance with this Agreement.
17. "**Subscription**" means a SaaS based subscription for Client to use and access the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides as set forth in Section 4 of this Agreement and for the Term set forth in <u>Exhibit A</u>.
18. "**Term**" shall mean as set forth in Section 9 of the Agreement.
19. **"Use"** means accessing and using the Subscription and Software therein in accordance with the terms and conditions of the Agreement (including, without limitation, any additional limitations or restrictions specified therein) and the applicable Documentation.
20. **"User"** means any authorized employee, contractor, or third-party representative of Client who accesses the Subscription and Software therein.

/End of Exhibit A

<u>**EXHIBIT B TO SOFTWARE SERVICES AGREEMENT**</u>

THIRD-PARTY FUNCTIONALITY USED TO SUPPORT THE SUBSCRIPTION

Minimum Requirements:
- o Connection to the Internet
- o Ability to read Comma-Separated Values (CSV) Files
- o Browser Requirements
    - o Vendor Supported
    - o JavaScript Enabled
    - o Cookies Enabled
    - o 128-bit SSL Enabled
    - o Pop-up Blocker Disabled

Recommended Browsers:
- o Microsoft Internet Explorer, version 11 or later
- o Mozilla Firefox (most recent version)
- o Chrome (most recent version)
- o Edge (most recent version)

/End of Exhibit B

EXHIBIT C TO SOFTWARE SERVICES AGREEMENT
FEES AND PAYMENT SCHEDULE

Fees - Further to Quote No. Q-03041, dated August 26, 2020:

Year 1 Fees for Subscriptions and Consulting Services				
Deliverable	**Description**	**Qty**	**Unit**	**Extended**
Year 1 - Deliverable 1 -5	initial onsite, technical assist and trainings	1	$ 11,300.00	$ 11,300.00
Year 1 - Deliverable 6	one web-based initial user training	1	$ 895.00	$ 895.00
Year 1- Deliverable 7	one web-based initial user training	1	$ 895.00	$ 895.00
Year 1 - Deliverable 8	one web-based initial user training	1	$ 895.00	$ 895.00
Year 1 - Deliverable 9	CORES Maintenance	11	$ 5,425.00	$ 59,675.00
Year 1 - Deliverable 10	technical assistance - 180	11	$ 2,085.00	$ 22,935.00
Year 1 - Deliverable 11	Exercise (HSEEP)	1	$ 20,000.00	$ 20,000.00
Total Year 1 Fees for Subscriptions and Consulting Services (plus taxes and Travel Expenses)				$ 116,595.00

Year 2 Fees for Subscriptions and Consulting Services				
Deliverable	**Description**	**Qty**	**Unit**	**Extended**
Year 2 - Deliverable 1	CORES Maintenance	12	$ 5,425.00	$ 65,100.00
Year 2 - Deliverable 1 (S/B 2)	CORES technical assistance	12	$ 2,085.00	$ 25,020.00
Year 2 - Deliverable 3	one onsite initial user training	1	$ 2,000.00	$ 2,000.00
Year 2 - Deliverable 4	two web-based initial user training	1	$ 1,790.00	$ 1,790.00
Year 2- Deliverable 5	two web-based initial user training	1	$ 1,790.00	$ 1,790.00
Year 2 - Deliverable 6	one web-based initial user training	1	$ 895.00	$ 895.00
Year 2 - Deliverable 7	Exercise (HSEEP)	1	$ 20,000.00	$ 20,000.00
Total Year 2 Fees for Subscriptions and Consulting Services (plus taxes and Travel Expenses)				$ 116,595.00

Year 3 Fees for Subscriptions and Consulting Services				
Deliverable	**Description**	**Qty**	**Unit**	**Extended**
Year 3 - Deliverable 1	CORES Maintenance	12	$ 5,425.00	$ 65,100.00
Year 3 - Deliverable 2	CORES technical assistance	12	$ 2,085.00	$ 25,020.00
Year 3 - Deliverable 3	one onsite initial user training	1	$ 2,000.00	$ 2,000.00
Year 3 - Deliverable 4	two web-based initial user training	1	$ 1,790.00	$ 1,790.00
Year 3 - Deliverable 5	two web-based initial user training	1	$ 1,790.00	$ 1,790.00
Year 3 - Deliverable 6	one web-based initial user training	1	$ 895.00	$ 895.00
Year 3 - Deliverable 7	Exercise (HSEEP)	1	$ 20,000.00	$ 20,000.00
Total Year 3 Fees for Subscriptions and Consulting Services (plus taxes and Travel Expenses)				$ 116,595.00

Year 4 Fees for Subscriptions and Consulting Services				
Deliverable	**Description**	**Qty**	**Unit**	**Extended**
Year 4 - Deliverable 1	CORES Maintenance	12	$ 5,425.00	$ 65,100.00
Year 4 - Deliverable 2	CORES technical assistance	12	$ 2,085.00	$ 25,020.00
Year 4 - Deliverable 3	one onsite initial user training	1	$ 2,000.00	$ 2,000.00
Year 4 - Deliverable 4	two web-based initial user training	1	$ 1,790.00	$ 1,790.00
Year 4 - Deliverable 5	two web-based initial user training	1	$ 1,790.00	$ 1,790.00
Year 4 - Deliverable 6	one web-based initial user training	1	$ 895.00	$ 895.00
Year 4 - Deliverable 7	Exercise (HSEEP)	1	$ 20,000.00	$ 20,000.00
Total Year 4 Fees for Subscriptions and Consulting Services (plus taxes and Travel Expenses)				$ 116,595.00

Payment Terms

For purposes of this Exhibit C, CFI shall invoice, and Client shall pay, the amounts set forth below according to below payment schedule:

(i) The "**Total Year 1 Fees for Subscriptions and Consulting Services**" set forth above in the amount of **$116,595.00** **USD** (plus applicable taxes) shall be invoiced by CFI to Client upon CFI's receipt of this Agreement (executed by Client);

(ii) Subsequent annual fees for Subscriptions and Consulting Services for the annual periods during the Term as set forth above shall be invoiced by CFI to Client so that such amounts are due and payable prior to the commencement of each applicable annual period; and

(iii) No travel is expected to be performed by CFI pursuant to this Exhibit C; should CFI travel to perform the Services, the Travel Expenses incurred by CFI shall be invoiced to and paid by Client.

All charges in this Agreement are exclusive of taxes incurred by CFI in the performance of services and are in addition to any charges set forth in any other Statement of Works or Addenda or Quotes to the Agreement or in the Agreement. All invoices are due and payable thirty (30) days from the date of the invoice and interest fees/late charges (as provided in the Agreement) shall apply to any invoiced amounts not paid within the time periods provided in this Exhibit C or in the Agreement.

If Client is tax exempt, Client shall be responsible for providing all necessary documentation to show such tax-exempt status to CFI or to the taxing CLIENT.

Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date on the Quote identified above.

/End of Exhibit C

1. Definitions. For the purposes of this Exhibit, the following words have the meaning set forth below:
    a. "**Juvare Cloud**" means the shared hardware environment for the purpose of hosting and maintaining software and data on behalf of CFI's customers. Juvare Cloud™ is a trademark of Juvare, LLC.
    b. "**Hosted System**" means the combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
    c. "**Hosted Services**" means the installation and management of specified software applications in the Juvare Cloud shared environment on behalf of a CFI customer and exclusively for the benefit of permitted users of the Software.
    All other capitalized terms in this Exhibit D shall have the same meaning set forth in the Agreement, except where otherwise stated in this Exhibit.

2. Scope of Services. CFI shall provide the following services to address the Software hosting needs:
    a. CFI shall provide Hosted Services to Client according to the provisions set forth in the Agreement and this Exhibit. CFI shall notify Client promptly upon creation of Hosted Services account and provide Client with all information required to access such account. CFI, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.
    b. CFI shall provide and maintain the facilities, hardware, and networking components as it sees fit to provide access to the Juvare Cloud for the benefit of Client.
    c. CFI shall perform, at its convenience and after notice to Client, scheduled updates of the Juvare Cloud as CFI or its hosting subcontractor sees fit. Such updates shall be scheduled to enable the simultaneous update to all of CFI-hosted customers.
    d. CFI or its hosting subcontractors shall be entitled to perform, as needed, emergency security updates to the Hosted System to protect the Juvare Cloud or the subcontractor's hosted environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Client.
    e. CFI shall provide and maintain a redundant shared environment of the Juvare Cloud at a location that is geographically separated from its primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location of the Juvare Cloud. Failover to the redundant shared environment of the Juvare Cloud is a manual process and service will be activated by CFI immediately upon notification of malfunction, unavailability or failure of primary shared environment of the Juvare Cloud.
    f. CFI will notify (via CFI's Support Center) the Client of any planned service outages, i.e., for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.
    g. CFI shall schedule, perform and maintain a duplicate ("backup") record of Client's data within the Juvare Cloud. CFI shall perform hourly SQL transaction log backups and daily full backups. Data backups are limited to SQL database server files (i.e., those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for four weeks.
    h. In addition to the Support Services pursuant to the Agreement and Exhibit E, CFI shall provide Client with Support Services for the Hosted Services which include assistance with problems related to the Juvare Cloud, data access, Hosted System access, or similar problems. Such Support Services for the Hosted Services may be accessible to Client via the same contact information provided to Client for Support Services; *provided, however*, services to be provided by CFI under this Exhibit and the Agreement do not include assistance with third party products; training; installation of plug-ins, boards or modules; API support; or board building; or maintenance, repair or correction of errors, defects or other operational or performance defects caused by Software configuration, modification, enhancement or programming provided by any party other than CFI or an CFI-certified technician. Any professional services described in this Section 2(h), or services required to repair or correct the errors and defects described in this Section 2(h), shall be provided on a fee-for-services basis at rates consistent with the CFI published price list in effect at the time services are rendered.
    i. Client may request performance of additional services by CFI. Such services shall be invoiced separately by CFI at the current published rate for labor and actual costs for materials and travel, if applicable.

3. Client Obligations
    a. The Client shall maintain, at Client's expense, a secure high-speed internet connection through which to access its hosted Software.
    b. The Client shall appoint a designated point of contact and two alternate points of contact for its interactions with CFI. Client shall provide CFI with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. Client shall keep such contact information up-to-date and promptly notify CFI, in writing via electronic mail, of any changes.
    c. The Client shall use reasonable security precautions in connection with the use of Services provided under this Agreement.
    d. The Client is responsible for any and all use and access to the Hosted System and Hosted Services by its employees, agents, contractors and permitted users of the Software and Hosted Services.
    e. The Client shall make best efforts to notify CFI in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid CFI with the planning of any scheduled outages.
    f. The Client shall promptly notify CFI Support Center of any identified Hosted Services outage that impairs Client's access to the Software so that CFI may manually activate the redundant shared environment of the Juvare Cloud and immediately commence work to restore service to the primary shared environment of the Juvare Cloud.
    b. The Client shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the Juvare Cloud for other customers.

4. <u>Limitations on Use of Hosted Services</u>.
   a. Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value or for no value by Client to any third party.
   b. Hosted System and Hosted Services are provided to support the Software which is an information management tool. Hosted Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosted Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or the Juvare Cloud may lead to bodily injury, death or destruction of property.
   c. Installation of Software applications in the Juvare Cloud is limited to the Software included in the Subscription to Client by CFI and Software supplied by CFI either as a component of the Hosted System or to support delivery of Hosted Services.
   d. CFI shall only be responsible for performance of components of the Hosted System and Services under its control. CFI shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Client to perform its obligations under this Agreement.
   e. The warranties set forth in the Agreement shall be void if any breach of this warranty or failure of the hosting environment or Software is caused by unauthorized use, improper use or modification to Software made by Client or its authorized users.

/End of Exhibit D

Support Services for the Software shall include the following (in addition to what is stated in the Agreement):
1) <u>Telephone Assistance</u>: Client's "Support Contact" (as defined below) may contact the CFI's Support Center for telephone assistance to seek advice relating to the use of Hosted Services and/or to identify and work to provide a "workaround" for Software problems, if available. Telephone assistance for non-Emergency Support Services shall be available during Standard Business Hours.
2) <u>Problem Assistance</u>: Client may submit problem assistance requests for Software assistance via the published CFI's support escalation procedures. CFI will notify Client if any request is beyond the scope of this Agreement and is, therefore, subject to additional charges. Requests for problem assistance for non-Emergency Support Services shall be available during Standard Business Hours.
3) <u>Software Updates</u>: CFI will update the Software as such updates and future versions of the applicable Software are made generally available to other CFI clients receiving Support Services at no additional charge. Any training required by Client related to such Software Updates and subsequent versions of the Software are provided for an additional charge. CFI shall provide Client with Software Updates to the Software, except for modules, as such Software Updates become available. Software Updates may include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software), but shall not include new products, modules or plug-ins released commercially by CFI as independently priced items. For Modules, CFI shall provide Client any Software Updates released by CFI to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the Software, and any Software Updates required to maintain compatibility with the Software. CFI shall not provide for any enhancements to the Module.

Process to Obtain Support Services. To obtain Support Services or telephone or problem assistance, Client's designated Support Contact (an assigned Administrator that has completed the Administrator training and is listed as the Support Contact for Client) may contact CFI's Support Center as per CFI's published support procedures. Such support procedures include contacting CFI's Support Center via telephone, email and, when required, remote session support during Standard Business Hours and during Non-Standard Business Hours.

"Routine" Support Services includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; general support for Board Builder and boards built by CFI or an CFI-certified technician; and access to WebEOC best practices, community-use status boards, "help" resources and other content made available through https://www.juvare.com/customers/technical-support, a "client only" web forum. Support Services may be accessed by Client by calling the Support Center via (877) 771-0911 or by electronic mail at support@juvare.com (subject to updates and changes by CFI).

"Emergency" Support Services shall be available 24 hours per day, 365 days per year. Emergency telephone support includes any assistance needed by Client while Software is in use operationally, whether for actual incidents or exercises excluding assistance with GIS interfaces, mapping or products, which is licensed by a third-party vendor is available only during Standard Business Hours. Emergency Support Services may be accessed by calling the Support Center via (877) 771-0911 (subject to updates and changes by CFI).

Client may request performance of additional services by CFI. Such services shall be invoiced separately by CFI at CFI's then current rate for such services and Travel Expenses, if applicable.

Limitations on Support Services. CFI will provide Support Services for only the current version of any Software. Client is obligated to promptly implement all Software Updates, work arounds and error corrections provided by CFI.

Problems or Issues Not Covered by Support Services. The following issues/problems, and all issues or problems caused by the following, are not covered by Support Services:
1. Alterations to the Software not authorized by CFI;
2. Unless otherwise agreed in an Exhibit or Statement of Work hereto, customizations to the Software from consulting or professional services provided by CFI, including applications design or recommendations by Client;
3. Software problems created by Client negligence or fault or failure to comply with any specifications, policies, procedures or requirements for use of the Software, including, without limitation, those set forth in CFI's Acceptance Use Policy and Privacy Policy;
4. Software problems caused by or related to a change in Client's service provider or internet access provider. Without limiting the generality of the foregoing, no reconfiguration of the Software due to a change in a service provider is covered under Support Services. Client should notify CFI prior to changing its service provider to enable CFI to provide configuration specifications to the new service provider. Any programming and configuration changes will be charged to Client at the then-current CFI's daily/hourly rates for such reconfiguration services;
5. Software problems that do not significantly impair or affect the operation of the Software;
6. Assistance with third party products; Training; Installation of plug-ins, boards or modules; API support; Board building; and
7. Client's failure to allow for the prompt implementation of Error corrections, Software updates, or any work-around provided or made available by CFI (including, without limitation and applicable at all times, implementation of more recently released, generally available versions or releases of the Software made available through Support Services that contain corrections to the relevant Error or where such Error does not occur when using such more recently released version or release of the Software).

Client Responsibilities. Client agrees to limit its requests for Support Services after Standard Business Hours to occasions when the problem related to the Software is critical to Client's operation and cannot wait to be addressed until Standard Business Hours on the next succeeding Contractor business day. CFI's provision of Support Services is subject to CLIENT documenting and promptly reporting all errors or malfunctions of the Software and Subscription to CFI. The CLIENT shall properly train its Users in the use and application of the Software and Subscription and the equipment on which it is used.

/End of Exhibits

Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: BPH2100000002

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)

[X]   Addendum No. 1   [   ]   Addendum No. 6

[X]   Addendum No. 2   [   ]   Addendum No. 7

[   ]   Addendum No. 3   [   ]   Addendum No. 8

[   ]   Addendum No. 4   [   ]   Addendum No. 9

[   ]   Addendum No. 5   [   ]   Addendum No. 10

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

Collaborative Fusion
_____
Company

DocuSigned by:

Nick Meeks

D4DD6026E50C4C6...
_____
Authorized Signature

September 8, 2020
_____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Collaborative Fusion, Inc.

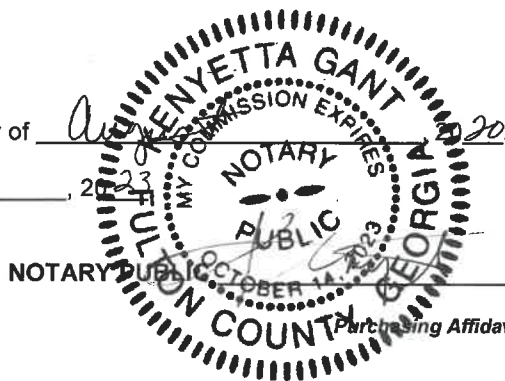Authorized Signature: _____   Date: August 25, 2020

State of Georgia

County of Fulton _____, to-wit:

Taken, subscribed, and sworn to before me this 25 day of August 2020.

My Commission expires October 14 , 2023.

AFFIX SEAL HERE   NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)

Insurance Coverage

ACORD®	CERTIFICATE OF LIABILITY INSURANCE	Acct#: 2740823	DATE (MM/DD/YYYY) 5/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	888-828-8365	
Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Indemnity Insurance Co. of North America		43575
INSURED Insperity, Inc. 19001 Crescent Springs Drive Kingwood, TX 77339 *SEE BELOW	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐		N/A	C66698300	10/1/2019	10/1/2020	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Collaborative Fusion, Inc. (4509700) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.
RE: PUBLIC HEALTH EMERGENCY NOTIFICATION SYSTEM

CERTIFICATE HOLDER	CANCELLATION
STATE OF WEST VIRGINIA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *signature*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amber Zell
J Smith Lanier & Co Newnan	PHONE (A/C, No, Ext): 770-683-1000 — FAX (A/C, No): 770-683-1010
P. O. Box 71429	E-MAIL ADDRESS: azell@jsmithlanier.com
47 Postal Parkway	
Newnan, GA 30271-1429	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co. of Reading PA	20427
INSURER B : Continental Insurance Company	35289
INSURER C : Columbia Casualty Company	31127
INSURER D : Transportation Insurance	20494
INSURER E :	
INSURER F :	

INSURED
Collaborative Fusion, Inc
235 Peachtree Street, NE; Suite 2300
Atlanta, GA 30303

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY / CLAIMS-MADE / X OCCUR	X	X	6083191715	05/08/2020	05/08/2021	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC / OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
D	AUTOMOBILE LIABILITY / ANY AUTO / OWNED AUTOS ONLY / SCHEDULED AUTOS / X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	6083192136	05/08/2020	05/08/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR / EXCESS LIAB CLAIMS-MADE / DED X RETENTION $10000			6083234885	05/08/2020	05/08/2021	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Technology E&O / Cyber Liability			651995465	05/08/2020	05/08/2021	SIR:$100,000 $10,000,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(GL) Additional Insured status applies on a Primary & Non-Contributory basis per Form CNA74872XX115.
(GL) Waiver of Subrogation applies per Form CNA74872XX115.
(CAU) Additional Insured status applies on a Primary & Non-Contributory basis per Form CNA83700XX102015.
(CAU) Waiver of Subrogation applies per Form CNA83700XX102015.
Re: Insperity Client Id: 4509700
Full certificate holder: State of West Virginia, Department of Administration Purchasing Division

CERTIFICATE HOLDER	CANCELLATION
State of West Virginia 2019 Washington Street Charleston, WV 25305-0130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE *PETER J. KRAUSE*

JUVARE

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