



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

Header 15

**General Information**


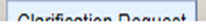
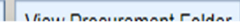
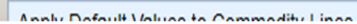
Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 724620**Procurement Type:** Central Contract - Fixed Amt**Vendor ID:** VS0000035540 **Legal Name:** Cordata Healthcare Innovations, LLC**Alias/DBA:** Cordata Healthcare**Total Bid:** \$889,440.00**Response Date:** 10/14/2020 **Response Time:** 13:06**SO Doc Code:** CRFQ**SO Dept:** 0506**SO Doc ID:** MCH2100000001**Published Date:** 10/13/20**Close Date:** 10/20/20**Close Time:** 13:30**Status:** Closed**Solicitation Description:** QRT CARE COORDINATION
SOFTWARE SERVICE



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 724620
Solicitation Description: QRT CARE COORDINATION SOFTWARE SERVICE
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2020-10-20 13:30	SR 0506 ESR10072000000002859	1

VENDOR
 VS0000035540
 Cordata Healthcare Innovations, LLC

Solicitation Number: CRFQ 0506 MCH2100000001
Total Bid: 889440
Response Date: 2020-10-14
Response Time: 13:06:45

Comments: We're grateful for the opportunity to apply for this contract. We have enjoyed our work with West Virginia, and are excited to have the chance to continue to build on that success by continuing our work with your QRTs. If you have questions about our proposal, please don't hesitate to reach out.
 NOTE: We received the 10/13/2020 addendum, reviewed the information and have added the paperwork acknowledging it to our application. This addendum acknowledgement form is IN ADDITION TO the one submitted prior to 10/13/2020.
 Thanks again,
 Kelly Firesheets, PsyD
 513.503.6786

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

Signature X	FEIN#	DATE
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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	Quick Response Team Care Coordination Tracking Tool				222360.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Commodity Line Comments: License fee calculated at \$0.01 per person/per month based on 2010 Census Data. See full proposal (attached) for more detail.

Extended Description:

Quick Response Team Care Coordination Tracking Tool

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Optional Renewal Year 1				222360.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Commodity Line Comments: See full proposal for more detail

Extended Description:

Quick Response Team Care Coordination Tracking Tool
Optional Renewal Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Optional Renewal Year 2				222360.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Commodity Line Comments: See full proposal for more detail

Extended Description:

Quick Response Team Care Coordination Tracking Tool
Optional Renewal Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Optional Renewal Year 3				222360.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Commodity Line Comments: See full proposal for more detail

Extended Description:

Quick Response Team Care Coordination Tracking Tool
Optional Renewal Year 3



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 Purchasing Division
 2019 Washington Street East
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State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 724620		Reason for Modification: ADDENDUM 2 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Doc Description: QRT CARE COORDINATION SOFTWARE SERVICE		
Proc Type: Central Contract - Fixed Amt		
Date Issued	Solicitation Closes	Solicitation No
2020-10-13	2020-10-20 13:30	CRFQ 0506 MCH2100000001
		Version
		3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

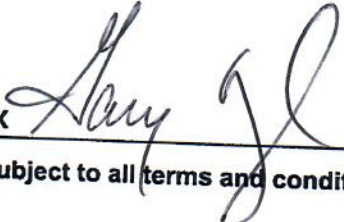
City :

State : Country : Zip :

Principal Contact :

Vendor Contact Phone: Extension:

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

Vendor Signature X  FEIN# 47-1248574 DATE 10/13/2020

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF MATERNAL, CHILD AND FAMILY HEALTH'S (OMCFH), VIOLENCE AND INJURY PREVENTION PROGRAM (VIP), IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR SOFTWARE AS A SERVICE (SAAS) TERM CONTRACT FOR QUICK RESPONSE TEAMS (QRTS) CARE COORDINATION SOFTWARE LICENSING, TRAINING AND IMPLEMENTATION PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US	HEALTH AND HUMAN RESOURCES BPH/MCH - HANDICAPPED CHILDREN 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Quick Response Team Care Coordination Tracking Tool				

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description:
Quick Response Team Care Coordination Tracking Tool

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US	HEALTH AND HUMAN RESOURCES BPH/MCH - HANDICAPPED CHILDREN 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Optional Renewal Year 1				

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description:
Quick Response Team Care Coordination Tracking Tool
Optional Renewal Year 1

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US	HEALTH AND HUMAN RESOURCES BPH/MCH - HANDICAPPED CHILDREN 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Optional Renewal Year 2				

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description:
Quick Response Team Care Coordination Tracking Tool
Optional Renewal Year 2

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US	HEALTH AND HUMAN RESOURCES BPH/MCH - HANDICAPPED CHILDREN 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Optional Renewal Year 3				

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description:
Quick Response Team Care Coordination Tracking Tool
Optional Renewal Year 3

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-10-01

SOLICITATION NUMBER: CRFQ MCH2100000001

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ MCH2100000001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation: This addendum is to answer vendor questions. No other changes.

Terms and Conditions:

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

Question 1: Can the SUD experience requirements be with the subcontractor instead of the prime vendor?

Answer 1: No.

Question 2: What is the estimated number of SUD individuals that will be engaged by the QRT teams over the course of the 12-month contract period?

Answer 2: Average from years 2017-Present is approximately 8,805/annually.

Question 3: What is the estimated number of QRT team members that will be using the selected care coordination system?

Answer 3: Currently, a minimum of 35 persons in need of use of a system. This number will increase over time as QRTs come online across the state.

Question 4: Can the proposal due date be extended two weeks to give us time to respond to the answers to the RFP questions?

Answer 4: The bid opening has been extended to October 20, 2020.

Question 5: What is the required location and availability of the success consultant (video conferencing and/or onsite consultation?) for the 12-month period? Can this service be provided remotely in full or in part? Should this person be dedicated full time only to this project?

Answer 5: Availability is as needed by the QRT teams. There is also a minimum monthly requirement for a meeting with the state public health team, as well as a minimum monthly meeting with each QRT. Services can be provided in a combination of in person and remote consultation at the discretion of the need of the QRT teams and/or selected vendor. As QRTs expand across the state, it is likely that a full-time employee be dedicated to this work.

Question 6: Will there be a required integration from hospitals EMR systems to get client overdose data or will someone send the information by fax or email which will then be manually put in the system to produce the required report to show the clients/patients that had an overdose within 72 hours?

Answer 6: Overdose information will come directly from integration to receive data from emergency medical services (transporting agencies) and/or emergency departments. Manual data entry comes from the QRT team members documenting an encounter with a person who has experienced a nonfatal overdose event.

Question 7: What is the current West Virginia care coordination tool being used today where historic data will need to be imported into the new care coordination tool?

Answer 7: The current system utilizes a care coordination platform that is a web-based software as a service. Any historical data would be exported into a new system via a .csv file after a crosswalk of required data elements/fields.

Question 8: What is the name of the existing care coordination system tool where historic data will need to be imported into the new care coordination system?

- Answer 8:** The current system utilizes a care coordination platform that is a web-based software as a service. Any historical data would be exported into a new system via a .csv file after a crosswalk of required data elements/fields.
- Question 9:** What specific data will need to be imported from the existing care coordination system (e.g. demographics, notes, assessments, medical records, etc.)?
- Answer 9:** All data would need to be imported to a new system, including demographics, notes, assessments, and applicable patient records.
- Question 10:** Can the historic data be exported out in a simple CSV file?
- Answer 10:** Yes.
- Question 11:** What is the estimated number of client data records that will need to be imported from the existing care coordination system?
- Answer 11:** Current total record count is unknown; Annual average of 8,805 persons experiencing overdose in WV. Not all overdoses are transported by EMS (current data source).
- Question 12:** Is this contract a fixed price contract, or can we segment the data conversion estimate as a separate line item to be determined price item based on the final determined requirements of the conversion effort?
- Answer 12:** Fixed price contract per specs. Additional costs would be considered through a separate process as needed post-award.
- Question 13:** Can the proposal due date be postponed allowing at least two (2) weeks after answers to questions are posted?
- Answer 13:** The bid opening has been extended to October 20, 2020.
- Question 14:** What QRTCC software has the State reviewed or had demonstrated?
- Answer 14:** Only reviewed QRTCC software is the current data repository (cloud-based, relational database).
- Question 15:** How many QRT Teams does the State currently have and anticipate the Vendor training?
- Answer 15:** Current number of QRT teams is 17. Majority of these teams are operational; no less than 6 new teams are in the process of current vendor training. QRTs Teams will be expected to increase over the 12-month period.
- Question 16:** Where are the QRT Teams located?
- Answer 16:** QRT Team are located across the state; northern-most team is in Wheeling area, eastern-most in Berkeley County; southern-most is Mercer/McDowell, western-most is Cabell. This is truly a statewide initiative.
- Question 17:** Is training expected to be local to the QRT Team or at the State office in Charleston?

Answer 17: Both types of training locations should be considered. QRT training can be anticipated at each team's site, as well as training for state employees serving as administrators in Charleston.

Question 18: What is the current care coordination tracking tool that is currently being used by QRT's?

Answer 18: Current care coordination tracking tool being used is a cloud-based, relational database.

Question 19: Please describe the existing data repository that must be converted. We need the following information at a minimum:

- a. Repository format (eg. Text file, xls, SQLServer database, etc.)
- b. Logical and Physical Data model
- c. Data dictionary
- d. Sizing – row/record count per table
- e. Data validation rules

Answer 19: The current data repository is a cloud-based, relational database. Data is provided via submissions by local emergency medical service transporting agencies into the system for utilization by QRTs.

Question 20: When does the State require historic data be converted from the current care coordination tracking tool?

Answer 20: Ideally, the historic data should be converted into a new care coordination tool within the first quarter of the award (within 3 months). Most important aspect of a new vendor is availability of a system to track ongoing care coordination within 30 days of award.

Question 21: How many cases does the State currently manage for this program and what growth do you expect?

Answer 21: Average annual persons experiencing nonfatal overdose is currently 8,805. Not all of these would be in database, as data is based on EMS transporting agencies (i.e., if person not transported by EMS). Growth is somewhat unpredictable, as it is dependent on individual behavior and availability of and changes in substance use.

Question 22: Please list the existing workflows and business processes that will need to be configured or accounted for in the proposed solution. This directly impacts the level of effort to install, configure, and train.

Answer 22: Current workflow for QRT Team is to receive alert from care coordination platform and follow-up in community with persons experiencing overdose. Business processes include ability to receive data from EMS agencies and create alerts for respective QRTs to act upon.

Question 23: What specific interfaces are required?

Answer 23: Web-based access to summary overdose data, as well and download capability.

Question 24: What are the State's security requirements, especially for user authorization and authentication?

- a. Does the State have a single-sign-on tool that the Vendor will be required to integrate/interface?

Answer 24: User authorization is to be approved by state administration contacts and access is authorized manually. There is no single-sign-on tool to integrate.

Question 25: What are the specific on-site requirements for the Vendor?

Answer 25: Vendor is not required to operate from Charleston, WV. On-site presence may be required for an annual federal meeting, for training, and on-site for respective QRTs as needed.

Question 26: Will the State directly license proposed Cloud-based resources such as AWS or is this expected to be included in the Vendor's proposed SAAS pricing?

Answer 26: Licensure for cloud-based services should be included in the vendor's proposed SAAS pricing.

Question 27: Please clarify Specifications, Mandatory Requirement 4.1.3.2 which states that the Vendor must provide implementation and support services within 30 days of award. Does this requirement mean that the product must be installed, configured, and fully functional within 30 days of award?

Answer 27: Yes. It is of utmost importance that a system is available within 30 days of the award to minimize the need for historical data conversion.

Question 28: For Requirement 4.1.1.2, how does the State envision the system being able satisfy the 72-hour requirement?

Answer 28: The system facilitates the interaction required by data reported by EMS agencies within 72 hours and community follow-up by the QRT. As such, the system is the tool to enable the requirement to be met.

Question 29: Please confirm that pricing is to be fixed price for the initial contract year and fixed price for each of the optional contract years.

- a. Does the State intend on the initial contract year pricing being all inclusive of installation, configuration, training, conversion, Success Consultant services, and Vendor consultation services?

- b. The online pricing sheet appears to not allow for proposing/pricing an alternate project approach. How can a Vendor propose a mixture of fixed and time-and-material based services such that the services can be scaled to meet the specific needs of the State?

Answer 29: Yes, fixed pricing for initial year, as well as subsequent optional contract years.

- a. Yes.

- b. Additional needs of the state over time will be addressed through a subsequent process as needed.

- Question 30:** Please clarify the on-site requirements for the Success Consultant identified in 4.1.1.16.
- Will this individual be dedicated fulltime on-site at the State office?
 - To what extent can the Success Consultant work remote?
 - Will the Success Consultant be required to travel to various QRT office locations throughout the State?

Answer 30:

- Consultant could be based full-time, on-site at State office, but this is not a requirement
- The Success Consultant can work remotely to the extent needed.
- Yes, the consultant will be required to travel to various QRT locations throughout the state as needed.

Question 31: How does the role of the Success Consultant differ from the consultation responsibility identified in 4.1.1.18?

Answer 31: The Success Consultant provides more “boots on the ground” technical assistance to the on-going success of individual QRTs. Consultation responsibility is related to subject matter expertise in QRT initiatives and substance use interventions.

Question 32: Is there a Planning Contractor or Consultant that has been advising the State during the development of this RFP? If so, who is it?

Answer 32: No consultant has been advising development of the RFP. This is based upon previous experience of similarly requested services, as well as other state examples of similar services for QRT efforts.

Question 33: Please describe the existing system.

- What is the software currently being used for OCC?
- Who is the Vendor responsible for maintaining the current OCC tool and what will their involvement in this project be?
- Will the current OCC tool be discontinued after implementation of the new SAAS tool?
- Does the State expect the new OCC tool to provide at least the same/similar function as the existing software?

Answer 33:

- Current data repository is a cloud-based, relational database.
- Cordata; vendor will not be involved in project if not awarded.
- Yes
- Yes

Question 34: The RFP does not identify any acceptance testing or demonstration requirements prior to beginning production implementation. What is the State’s requirement?

Answer 34: Vendor will provide design and implementation for a production environment and associated demonstration of service to be available prior to finalization of award.

Information about current service provision in this space (QRT care coordination) is also recommended for explanation of available, successful implementation.

Question 35: What other tool vendors, if any, have presented their solution to your organization? If so, which tool did they demonstrate?

Answer 35: Cordata; current data repository is a cloud-based, relational database.

Question 36: Department of ealth currently owning the software on premise and your intent is to move to cloud or we need to provide new licenses for QRT CARE COORDINATION SOFTWARE and provide cloud services?

Answer 36: No software for current services is owned by state. Current care coordination platform is a statewide license for cloud-based, software as a service.

Question 37: If it is new then how many user licenses needed?

Answer 37: No less that 35 users must be able to use the system at any one time. The number of users will increase as additional teams come online.

Question 38: If it is existing software that requires cloud services then DHS is ok to move to closest data center near Charleston ex Ash Burn, VA or some other DC locations?

Answer 38: Current vendor provides software as a service.

Question 39: What is the current infrastructure supporting this software?

Answer 39: Vendor provides all technical assistance and subject matter expertise to state team and QRT teams.

Question 40: My question is two-fold, is this requirement requesting a designated FTE (Full-Time Equivalent) deployed to the state of West Virginia? Or would a designated West Virginia implementation contact and remote trainer satisfy this requirement since the RFP centers around acquiring a SaaS (Software as a Service) application development? If the latter is acceptable, we believe great savings can be realized by the State of West Virginia for this project.

Answer 40: We anticipate a level of effort to support this service would equate to 1.0 FTE. Designated contact would also need ability to train in person if requested by state and/or QRT Team. Remote training is allowable, but there will be need for in person interaction at times.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO MCH210000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Cordata Healthcare Innovations, LLC
Company
[Signature]
Authorized Signature
10-13-2020
Date

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



Gary Winzenread
President & CEO
Cordata Healthcare Innovations, LLC
gary.winzenread@cordatahealth.com

10/12/2020

Dear Ms. Husted,

I am happy to submit Cordata Healthcare Innovations' response to West Virginia's QRT Care Coordination Software Service RFQ. We have been working closely with the Office of Drug Control Policy and Department of Health and Human Resources to support West Virginia's QRTs, and we would be honored to continue that work. Enclosed please find our application, as well as supporting documents. I have reviewed the entire submission and attest that it is complete and accurate to the best of my knowledge.

If you have questions or need additional information during the review process, please do not hesitate to reach out to me directly, or to contact Dr. Kelly Firesheets, our VP, Community Development

Thank you for the opportunity. It is a privilege to work alongside West Virginia in combating the opioid epidemic.

Sincerely,

Gary Winzenread

Cordata Submission for the State of West Virginia

Description: QRT Care Coordination Software Service

Solicitation Number: CFRQ 0506 MCH210000001

Issued: 9/24/2020

Closes: 10/14/2020, 1:30 PM

Attn: Crystal G. Husted

Department of Administration, Purchasing Division

Crystal.g.husted@wv.gov

304.558.2402

Contract Administrator and Primary Point of Contact:

Kelly Firesheets, PsyD

Vice President, Community Business Development

kelly.firesheets@cordatahealth.com

513.503.6786

Project Overview: The State of West Virginia is soliciting bids to establish a software as a service (SaaS) term contract for Quick Response Teams (QRTs) care coordination software licensing, as well as training and implementation services to advance QRTs as a statewide strategy with a goal of enhancing connections to services for individuals with substance use disorders. This purchase includes a one-year license agreement, with up to three optional renewal periods. Under this license, West Virginia may authorize an unlimited number of users, and enter an unlimited number of clients into the system. This purchase will support The West Virginia Overdose Data to Action (ODTA) surveillance and prevention initiatives, reducing overdose deaths and increasing participation in treatment. The initiative will also support overall efforts of the West Virginia Office of Drug Control Policy by providing data and support to align state-wide efforts.

Cordata Proposal and Scope of Work: Cordata proposes to provide a package that includes our QRT software, as well as a number of services to support West Virginia and its partners:

- *Software Platform:* A one-year license to access the Cordata software platform, including software implementation services, unlimited user access, configuration and software training for the life of the contract. Our software is a HIPAA compliant, cloud-based solution, requiring no special hardware or software for local users. Support and maintenance upgrades are included in the license as the platform is enhanced. A more detailed description of the software features is provided below.
- *Customer Support and Training:* Cordata will continue to allocate one full-time Customer Success Associate to the state of West Virginia (Matt Kingery). The CSA is responsible for providing customer support and training to all Cordata users in West Virginia for the duration of the contract. The Customer Support Associate works full time in the state of West Virginia, and can serve as a liaison between local community projects and the

state initiative. West Virginia may also request consultation from Cordata's team of content experts on topics like evaluation design, grant reporting, grant writing, or program development. The terms of this contract also allow for access to specialized consultation with our partner consultants. See attached bios for more information on our West Virginia Customer Success Associate as well as Cordata's team of content experts.

- *Evaluation and Reporting Support:* Access to consultation, data and a suite of tools to support West Virginia's reporting and evaluation needs. This includes: a suite of standard QRT reports that are available to every team, a readily accessible .csv export of raw data for each team, aggregated data in a .csv format for West Virginia's data dashboard, and (if requested) access to Cordata's secure, de-identified research data portal.
- *Updates and New Features:* We regularly update our platform offerings, and add new features. All additions to the standard QRT package will be made available to West Virginia and its local partners. Cordata's content experts may consult with West Virginia to determine the feasibility and desirability of proposed features.

Note: To facilitate review of our proposal, we have noted the features that we believe align with the requirements outlined in the RFQ.

Qualifications: About Cordata Community: Cordata Healthcare Innovations was launched in 2014 to provide care coordination support for complex chronic conditions. Our healthcare platform was initially designed to support navigation programs for patients who require coordinated care inside a health system (3.1). In health systems, our platform works alongside an electronic medical record to coordinate services, document social determinants of health, and allow patient navigators to manage their caseloads. In 2017, we developed a partnership with Interact for Health, a private philanthropic organization in Cincinnati, OH to repurpose this system to support emerging responses to the opioid epidemic. Through this partnership, Cordata, Interact, and several local partners developed and launched a community care navigation platform to support Quick Response Teams in the Greater Cincinnati Area (3.2). Interest in our navigation platform grew quickly after the initial pilot. In 2017, we signed a contract to implement the software in collaboration with Huntington, West Virginia's Quick Response Team. To date, that team remains one of our most successful and most enthusiastic community partners.

In 2019, we began working with West Virginia and Ohio to implement the platform with QRTs across both states. We are currently supporting QRTs in Ohio, West Virginia and Northern Kentucky. We have explored a number of other community and public health facing applications for our platform, prioritizing interventions that address addiction. Through that work, we have expanded the platform to support other community addiction interventions, including Drug Courts, Law Enforcement Assisted Diversion (LEAD), Crisis Intervention Training (CIT), Recovery Housing and Handle With Care.

Since 2017, we have built a model for supporting Quick Response Teams that includes three elements: software, on-the-ground technical assistance, and reporting and data support. We have found that these three elements are critical for supporting QRTs in all communities,

but particularly those in rural and underserved areas. Since the initial development of our QRT platform, we have worked closely with teams in rural, Appalachian areas (Clermont, Highland and Adams Counties were all part of the initial Interact partnership, and are designated Appalachian Communities). Through our initial year of work with West Virginia, we have been successful in working with teams from across the state. We understand the type of support rural and Appalachian communities need, and the unique challenges related to work in rural areas (3.3). We have also worked closely with states and local municipalities to support reporting for private, state and federal grants. We are currently supporting projects that report to SAMHSA, the CDC, BJA, as well as private funders (3.4). We are also able to support multi-site evaluation projects and research collaborations with our newly-developed research registry.

Cordata Community: QRT Product Features: Cordata Community's QRT product includes key features that support the workflow of QRT teams in the field while collecting critical data across teams. The product is configurable, allowing individual teams to accommodate their forms and reports, while still maintaining consistency of data collection across the state. Our secure, **HIPAA-compliant software** allows teams to maximize learning while protecting sensitive health information (4.1.1.1). We protect data using physical, policy and technological safeguards (see policy.cordatahealth.com for more detail). In addition to data and system safeguards, our team can help West Virginia and participating QRTs ensure that user authorization is consistent with HIPAA and other data protection standards (4.1.1.17).

- **Quick Response Team Management**

- **Manage and review daily activities** through an easily navigable QRT dashboard display, which incorporates calendars, reminders, and a workflow overview.
- **Coordinate appointments and schedules** through an integrated calendar with all QRT team members and/or peer mentors (4.1.1.3).
- **Receive referrals** from a wide variety of community partners, including other QRT teams, and manage referral pipelines. Our software is able to instantly generate workflow pathways for clients when they are referred into the software (4.1.1.2). *Note: We are aware that many QRTs are struggling to receive referrals in the desired 72 hour window, primarily due to documentation and technological limitations of their partners. In 2021, we are open to exploring options to streamline this process (i.e., through partnerships, training or integration with other products), so that teams can close the window between point of overdose and referral into the Cordata system.*
- **Set reminders and prioritize tasks** to ensure that clients or activities are not overlooked.
- **Document and monitor referrals** from the QRT to a variety of community services, including addiction treatment and support services. (4.1.1.4).
- Track **Naloxone distribution** efforts (4.1.1.6).
- Create **custom workflows and checklists** to manage QRT processes (4.1.1.7, 4.1.1.9).
- Easily **configure forms and checklists** to accommodate team activities. *Note: Many forms can be created and deployed within 1-2 business days (4.1.1.7, 4.1.1.9).*

- Design and deploy **badges** to allow for custom workflows, reports or team assignments.
- Plan visits and naloxone distribution using **integrated mapping features**.
- **Easily access records** in the field using web-based and mobile technology.
- Accommodate **simultaneous access and documentation** for an unlimited number of users through web-based, secure access (4.1.1.12).
- **Client and Case Documentation**
 - **Collect key demographic data**, including, but not limited to location, insurance information, employment address and contact information. Authorized users can share demographics with others on their QRT team and (with appropriate permissions) across teams (4.1.1.13).
 - **Document interactions** between the client and the QRT to create a complete history of the team's interaction with the client (4.1.1.3, 4.1.1.4).
 - Make notes on **collateral contacts** that support the client's recovery, creating a comprehensive view of the client and his/her support system.
 - Document **barriers to recovery**, including social determinants of health, and create plans to address them (4.1.1.5).
 - Document and review case status for QRT clients. (4.1.1.4).
 - Review client interactions and problems over time with our unique **client panorama view** (4.1.1.14).
- **Grants Management and Reporting**
 - **Standard QRT Reporting Package** (4.1.1.8, 4.1.1.11) includes:
 - Caseloads
 - Contact attempts
 - Referrals
 - Completed referrals
 - Status changes
 - Demographics
 - Social determinant risk, diagnoses, and comorbid health conditions
 - *Note: By January 2021, we will implement an enhanced QRT reporting package that will provide teams with more flexible reporting options.*
 - **Weekly summary emails** provide a snapshot of QRT activity for management and accountability. *Note: We are currently developing a state-wide summary that will regularly provide aggregate data to West Virginia so that state-level decision makers can understand the progress of all its QRTs.*
 - **Export raw data** to .csv for more comprehensive analysis or review (4.1.2.1).
 - Share **de-identified data** to the state, researchers and evaluators using the secure Research Registry(4.1.1.15, 4.1.2.1). *Note: This new feature is expected Q4 2020.*
 - Provide a .csv to allow WV to **import QRT performance measures** to its dashboard on a regular basis.
- **Security**
 - Secure, **HIPAA compliant** software
 - **Password protected log-in** support for team members

- Protect data with public jurisdiction third party providers using **multi factor authentication**. *Note: We can support multi factor authentication integrations with public jurisdiction third-party providers to guard personal data and non-public data as long as such third parties have the capabilities established around their technology integrations. We have similar capabilities built into our infrastructure around public facing application programming interface (APIs) used for integration as well as user onboarding and authentication.*

Customer Service, Training and Communication: Our **full-time Customer Success Associate** (Matt Kingery) will continue to provide on-the-ground support, troubleshooting, and training to QRTs in West Virginia (4.1.1.16, 4.1.3.2). Due to our existing relationship with the state, this will allow for consistency of training, support and interactions with the teams. As in the first year of the project, we will commit to providing:

- Paper and/or electronic **training materials** for participating QRTs, as well as in-person training for new users and teams (4.1.3.1). Due to restrictions and concerns about COVID-19, we have adapted and can offer our training sessions virtually. We have experience training QRT teams in this manner and can quickly set this up should a virtual training experience be necessary or preferred.
- 24/7 access to training videos and information, including notes on the most recent Cordata update and links to community resources, through our recently-expanded **Resource Library** on the platform. The resource library also houses all of the materials the Customer Success Associate goes over in the initial training as well as a step-by-step user guide with screenshots of the system should it be needed. This resource library is easily accessible from the homepage.
- **Onboarding and training** services for all new and existing West Virginia QRTs, with options for in-person or virtual training (4.1.3.3). All training services will be provided by our West Virginia Customer Success Associate; the CSA is able to facilitate these training sessions immediately upon completion of all required paperwork and the system setup. Our Customer Success Associate is also available for any follow-up training and technical assistance the QRTs need moving forward. Onboarding includes:
 - Our CSA sending each user a unique username and password
 - Instruction on to log into the system for the first time
 - An explanation of HIPAA, and well as information about the ways our system protects patient confidentiality
 - A walk through using our training system, highlighting:
 - How to best utilize the homepage, including how to set up calendar reminders
 - Using the overdose heat map
 - Adding and managing inbound referrals
 - The intake checklist - all information you need to input for each QRT client
 - How to document an overdose in the system
 - How to document a client interaction in the system
 - How the Cordata badge set works

- The types of reports you can run with the system (client-based profile report, referral report, QRT outcome report, QRT interaction report, overdose activity report, client demographics report)
 - How to export data from the system, with an emphasis on how to protect data that has not been de-identified
 - Providing our contact information in the event you need any additional training or technical assistance
- Routine **Status updates** for West Virginia leadership on the QRT training progress and participation across the state (4.1.1.18, 4.1.3.4).
- Regular **progress report calls** with West Virginia's leadership, and monthly training sessions with our staff and all West Virginia QRTs. See attachment for an example of our monthly progress report (4.1.1.18).
- Support and training services for QRT programming through our partner, **QRT National**.
- **Fast-track technical support** to ensure that there are not delays or downtime when implementing the software (4.1.1.12, 4.1.10). If you need immediate assistance, contact the Customer Success Associate and they can assist you with any issues you may have.
- Access to **new features**, quarterly updates and product upgrades (4.1.1.10). Information on recent updates can be found in the resource library.
- Options to **expand licensure** to include additional capabilities or programs at a highly discounted rate.
- Extending our contract will allow West Virginia's existing QRTs to continue to manage their data in the system, and provide support for historical data entry as new teams begin to implement the system (4.1.3.5).

In addition to these services, our **team of thought leaders** will be available to assist state and local partners in West Virginia for evaluation, program development, grant writing or other as-needed support.

Pricing and Terms: Cordata proposes to provide these services on a population-based pricing model. In this model, the annual subscription price is calculated at \$0.01 per person in the coverage area per month. According to the most recent Census data (2010), West Virginia's total population was 1,853,000 (<https://www.census.gov/quickfacts/WV>). The monthly cost would be \$18,530 and the total annual license would be \$222,360. Fees are paid annually in advance of each year's term and can be renewed annually for up to three years.

Bios: Cordata Content Experts

Matt Kingery, WV Customer Success Associate

Matt Kingery is a Customer Success Associate at Cordata Healthcare Innovations, where he assists West Virginia's Quick Response Teams in implementations, product support, and educational training of the software. Before starting at Cordata, Matt spent five years in patient transport at Cabell Huntington Hospital's ED in Huntington, West Virginia where he helped coordinate care and transport critical patients to other facilities. Matt has his bachelor's degree in business administration, and a master's degree in health informatics both from Marshall University. Matt will be the primary point of contact for all of West Virginia's Quick Response teams, and is able to deploy our team of content experts when needed.

Dr. Kelly Firesheets, Vice President, Business Development

Dr. Kelly Firesheets is the vice president for business development for Cordata Community. She holds a Doctor of Psychology (Psy.D.) in Clinical Psychology with a certificate in organizational concepts and management from Xavier University. Kelly leads the Cordata Community suite of services which includes software, coaching and technical support that improves public health interventions for the opioid crisis. An evaluator by training, Kelly has spent the past decade supporting community-facing, data-informed solutions to the opioid crisis. She also has extensive experience writing, managing and developing grants and other public health projects. Kelly provides evaluation, grant writing and program development support to Cordata's customers and partners. She is also available to help partners think of new ways to use Cordata, or to support their research and evaluation efforts.

Michael Brooks, Senior Vice President, Operations

Michael is Cordata's Senior VP of Operations. He has 20+ years of success in a variety of highly competitive industries, critical markets and fast-paced environments. A proven track record of driving increased levels of productivity, increasing profits while reducing expenses, process improvement execution and external/internal client satisfaction. Articulate and persuasive with exceptional communication and leadership skills, effective at all organizational levels. Progressive, decisive, innovative and highly valued not only for translating objectives into actionable plans but also for providing decisive leadership to cross-functional staff.


Emily May, Program Manager

Emily May is the community program manager for Cordata. She holds a Masters of Public Health in Health Behavior-Health Promotion from The Ohio State University College of Public Health. Emily has spent her entire professional career implementing innovative solutions to combat the opioid crisis in Ohio - first by overseeing the design of a number of system-level diversion programs in the Cincinnati region and then managing an evidence-based comprehensive system of care program in Mercy Health Emergency Departments. As an experienced grant manager she will be working closely with both Matt Kingery, the WV CSA, and Michael Brooks on this project.

Dan Meloy, President & Founder, QRT National

Dan Meloy is a proven leader who has viewed and battled the opioid epidemic in multiple roles – from a beat cop and police chief on the front lines, to his service as an appointed community administrator, and now as a consultant and advocate for effective solutions. As an originator of the QRT model, Dan uniquely understands what works to engage overdose survivors, victims and their families, the right data and technology to facilitate recovery, and the importance of visionary leadership. Dan provides training, coaching and resources to help our partners' QRTs, and to maximize the impact of their efforts. Dan is also available to help train and engage law enforcement in pre arrest diversion and deflection efforts.



Customer Success Associate: Matt Kingery

Overall Status: 

Reporting Period: To: 9/14/20
From: 9/27/20

Referral Tracking

County / Division	Live?	Number of New Referrals					Additional Information
		8/17 - 8/30	8/31 - 9/13	9/14 - 9/27	9/28 - 10/11	10/12 - 10/25	
Barbour County	☆						
Berkeley County	★	0	0	0			Jumped the gun on going live still have some structural pieces to put in pla
Boone County	★			0			Live as of 9/23/20
Braxton County	☆						
Brooke County	☆						
Cabell County	★	2	0	3			(Huntington QRT)
Calhoun County	★	0	0	0			Leadership change working on getting team members trained
Clay County	☆						
Doddridge County	☆						
Fayette County	★	1	1	1			
Gilmer County	☆						
Grant County	☆						
Greenbrier County	☆						
Hampshire County	☆						
Hancock County	☆						
Hardy County	☆						
Harrison County	☆						
Jackson County	☆						
Jefferson County	★	0	0	0			Jumped the gun on going live still have some structural pieces to put in pla
Kanawha County	★	33	34	36			Includes Charleston QRT
Lewis County	☆						
Lincoln County	☆						
Logan County	★	8	13	9			
Marion County	★	13	9	26			
Marshall County	☆						
Mason County	☆						
McDowell County	★	1	0	0			Having issues with referrals Dan and I to help with meeting in Nov.
Mercer County	★	16	0	28			
Mineral County	☆						
Mingo County	★			0			Live as of 9/23/20
Monongalia County	★	28	22	15			
Monroe County	☆						
Morgan County	☆						
Nicholas County	☆						
Ohio County	★	4	6	3			
Pendleton County	☆						
Pleasants County	★	0	0				Leadership change working on getting team members trained

		<h2 style="text-align: center;">Project Status Report - Referral Tracking</h2>						
Customer Success Associate: Matt Kingery		Overall Status: ✔			Reporting Period:		To: 9/14/20	From: 9/27/20
Referral Tracking								
County / Division	Live?	Number of New Referrals					Additional Information	
		8/17 - 8/30	8/31 - 9/13	9/14 - 9/27	9/28 - 10/11	10/12 - 10/25		
Pocahontas County	☆							
Preston County	☆							
Putnam County	☆							
Raleigh County	☆							
Randolph County	☆							
Ritchie County	★	0	0	0			Leadership change working on getting team members trained	
Roane County	★	0	0	0			Leadership change working on getting team members trained	
Summers County	☆							
Taylor County	☆							
Tucker County	☆							
Tyler County	★	0	0	0			Wood county keeping track of Tyler Co data	
Upshur County	☆							
Wayne County	★	0	0	0			Just went live 8/31/20	
Webster County	☆							
Wetzel County	☆							
Wirt County	★	0	0	0			Leadership change working on getting team members trained	
Wood County	★	3	3	2				
Wyoming County	★	2	1	2			Having issues with referrals Dan and I to help with meeting in Nov.	
Total Number of New Referrals		111	89	125				



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 724620		Reason for Modification:	
Doc Description: QRT CARE COORDINATION SOFTWARE SERVICE			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-24	2020-10-14 13:30	CRFQ 0506 MCH2100000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name: Cordata Healthcare Innovations, LLC

Address: 8170 Corporate Park Dr, Ste 200

Street:

City: Cincinnati

State: OH Country: USA Zip: 45242

Principal Contact: Kelly Firesheets

Vendor Contact Phone: 513-503-6786 Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor Signature:

FEIN# 47-1248574 DATE 10-6-2020

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF MATERNAL, CHILD AND FAMILY HEALTH'S (OMCFH), VIOLENCE AND INJURY PREVENTION PROGRAM (VIPP), IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR SOFTWARE AS A SERVICE (SAAS) TERM CONTRACT FOR QUICK RESPONSE TEAMS (QRTS) CARE COORDINATION SOFTWARE LICENSING, TRAINING AND IMPLEMENTATION PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US	HEALTH AND HUMAN RESOURCES BPH/MCH - HANDICAPPED CHILDREN 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Quick Response Team Care Coordination Tracking Tool				\$222,360

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description:

Quick Response Team Care Coordination Tracking Tool

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US	HEALTH AND HUMAN RESOURCES BPH/MCH - HANDICAPPED CHILDREN 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Optional Renewal Year 1				\$222,360

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description:

Quick Response Team Care Coordination Tracking Tool
Optional Renewal Year 1

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US	HEALTH AND HUMAN RESOURCES BPH/MCH - HANDICAPPED CHILDREN 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Optional Renewal Year 2				\$ 222,360

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description:
Quick Response Team Care Coordination Tracking Tool
Optional Renewal Year 2

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US	HEALTH AND HUMAN RESOURCES BPH/MCH - HANDICAPPED CHILDREN 350 CAPITOL ST, RM 427 CHARLESTON WV 25301-3714 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Optional Renewal Year 3				\$ 222,360

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description:
Quick Response Team Care Coordination Tracking Tool
Optional Renewal Year 3

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-10-01

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **October 1, 2020 at 10:00 AM**

Submit Questions to: **Crystal Hustead**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: **Crystal.G.Hustead@wv.gov**

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ MCH210000001
BID OPENING DATE: October 14, 2020
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

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The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: October 14, 2020 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

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equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on Award _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

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

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000*SEE BELC per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: \$3,000,000.00 per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
- ***STATE OF WEST VIRGINIA MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

- ***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WV DHR
350 CAPITOL STREET, RM 427
CHARLESTON, WV 25301
-
-

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

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

10. [Reserved]

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

_____ N/A _____ for _____

Liquidated Damages Contained in the Specifications

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

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

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

- 16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

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

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.

Kelly Firesheets, VP, Community Business Dept
(Name, Title)

Kelly Firesheets, Cordata Healthcare
(Printed Name and Title)

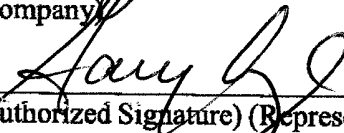
8170 Corporate Park Dr, Ste 200
(Address)

513-503-1078/0
(Phone Number) / (Fax Number)

kelly.firesheets@cordatahealth.com
(email address)

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

Cordata Healthcare Innovations, LLC
(Company)

 President/CEO
(Authorized Signature) (Representative Name, Title)

Gary Winzenread President/CEO
(Printed Name and Title of Authorized Representative)

10/6/2020
(Date)

513-605-1550
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ MCH210000001
Quick Response Team Care Coordination Software as a Service

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (DHHR) Bureau of Public Health (BPH) to establish a software as a service (SaaS) term contract for Quick Response Teams (QRTs) care coordination software licensing, training and implementation services to advance QRTs as a statewide strategy to enhance linkages to care for individuals with substance use disorders. This purchase includes a one-year license agreement, with optional renewal periods up to three years. This purchase will support The West Virginia Overdose Data to Action (ODTA) surveillance and prevention initiatives in a targeted capacity by utilizing predictive analysis to proactively engage persons with primary or secondary diagnosis of substance use disorder and act as a catalyst for short-term and long-term support/linkages to treatment, including Medicated Assisted Treatment (MAT), thus reducing overdose deaths and increasing participation in treatment.

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

NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: <http://intranet.wvdhhr.org/ops/EEOP/forms/H1.5%20Utilization%20Report%20and%20EEOP%20policy.pdf>

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Authorized User”** means a unique individual who is provided access to and use of SaaS under the rights granted to BPH pursuant to this procurement. All authorized users must obtain separate, dedicated entitlements from the BPH.
- 2.2 “Contract Services”** means licensing and the training and implementation services as more fully described in these specifications.
- 2.3 “Vendor” or “Vendors”** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract for Services as context requires.
- 2.4 “Agency” or “Agencies”** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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Quick Response Team Care Coordination Software as a Service**

- 2.5 “Pricing Page”** means the pages, contained in wvOASIS, upon which Vendor should list its proposed price for the Contract Services.
- 2.6 “Quick Response Teams (QRT)”** means outreach teams that follow up with individuals at risk of overdose. Such teams may include first responders, medical staff, community health workers, and clergy. The appropriate composition of these teams will vary highly by community.
- 2.7 “Software-as-a-Service (SaaS)”** means a software licensing model in which access to the software is provided on a subscription basis, with the software being located on external servers rather than on servers located in-house.
- 2.8 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.9 “State”** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1.** Have a minimum of three (3) consecutive years maintaining care coordination software in production environments. Documentation must be provided prior to award.
 - 3.2.** Have a minimum of two (2) consecutive years’ experience with community opioid response and quick response team/rapid response team concept.
 - 3.3.** Experience with successful implementation in rural or geographically isolated settings.
 - 3.4.** Experience with successful collaboration on federal grant reporting, both recurrent and ad hoc requests.
- 4. MANDATORY REQUIREMENTS:**
- 4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
 - 4.1.1 Quick Response Team Care Coordination Tracking Tool**

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- 4.1.1.1** Care Coordination Tracking Tool must be compliant with the Health Insurance Portability and Accountability Act (HIPAA).
- 4.1.1.2** Care Coordination Tracking Tool must be capable of identifying persons who have experience an overdose event within 72 hours of occurrence.
- 4.1.1.3** Care Coordination Tracking Tool must be able to document all communication between the QRT and their target population, and allow connections for continuous support for populations who overdosed and/or have need of follow-up support services
- 4.1.1.4** Care Coordination Tracking Tool must be able to document all modes of communication and treatment available to the target population and track treatment and communication status of this population.
- 4.1.1.5** Care Coordination Tracking Tool must be able to document all program and treatment enrollment barriers.
- 4.1.1.6** Care Coordination Tracking Tool must be able to track naloxone distribution.
- 4.1.1.7** Care Coordination Tracking Tool must be configurable to suit the individual needs of the local QRTs. Configurable features by local area must include assessment forms and follow-up process templates. For the purposes of this RFQ, configurable means changes can be made and put into production in 24-48 hours without modifying the code, re-testing or updating deployments.
- 4.1.1.8** Care Coordination Tracking Tool must provide feedback to participating QRTs through weekly reporting including, but not limited to, caseloads, contacts attempted, contacts made and status changes.
- 4.1.1.9** Care Coordination Tracking Tool must also be configurable (see 4.1.1.7) to include additional support services, barriers, notes, etc. once the initial configuration is complete.
- 4.1.1.10** Care Coordination Tracking Tool must have system updates on a quarterly basis, at minimum. Updates must occur with no more than 24 hours of downtime and without impact to regular use.

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4.1.1.11 Care Coordination Tracking Tool must be able to generate reports and identify high-risk health related comorbidities.

4.1.1.12 Care Coordination Tracking Tool must have capacity to support no less than fifty (50) simultaneous users performing routine transactions with a no less than 0.50 second delay, with routine maintenance checks.

4.1.1.13 Care Coordination Tracking Tool must allow authorized users to collect and share population information.

4.1.1.14 Care Coordination Tracking must provide a 360° view of QRT participants across all QRT sites to users with appropriate authority.

4.1.1.15 Care Coordination Tracking Tool must be able to provide de-identified data sets of all local activity to the State for further analysis.

4.1.1.16 Vendor shall provide a success consultant deployed in the State to work with local teams and oversee services to all West Virginia QRTs.

4.1.1.17 Established documented procedures for software enrollment.

4.1.1.18 Vendor will be available for consultation no less than once a month.

4.1.2 Evaluation

4.1.2.1 Vendor must provide transparent access to ALL West Virginia QRT data for ongoing BPH inquiry.

4.1.3 Training and Implementation

4.1.3.1 Upon execution of the contract, vendor must provide to BPH all training materials relative to its care coordination tracking tool.

4.1.3.2 Vendor must provide implementation and support services necessary to sustain care coordination and data collection for all QRTs in the State of West Virginia within 30 days of award.

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Quick Response Team Care Coordination Software as a Service

4.1.3.3 Vendor must provide on-line or in-person training and implementation services with each QRT, as identified by BPH, within 72 hours of gaining access to the vendor's care coordination tracking tool. Training delivery method will be determined based on QRT need and preference.

4.1.3.4 Training and Implementation for each QRT must be documented.

4.1.3.5 Vendor is responsible for importing historic data from current care coordination tracking tool for all QRTs currently utilizing coordination software.

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 within wvOASIS.

5.2 Pricing Page: Vendor should complete the Pricing Page by inserting a Per Year Cost for each Commodity Line. 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.

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

6. PERFORMANCE:

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

7. PAYMENT:

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7.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. TRAVEL:

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

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

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

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

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

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

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

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10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Kelly Firesheets
Telephone Number: 513-503-6784
Fax Number: 513-605-1608
Email Address: Kelly.firesheets@covadatahealth.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MCH210000001

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Addendum No. 1 (Prov. for Fee) | <input checked="" type="checkbox"/> Addendum No. 6 (Purchasing Affidavit) |
| <input checked="" type="checkbox"/> Addendum No. 2 (SAIF) | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 (Appendix) | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 (BAA) | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 (Disclosure) | <input type="checkbox"/> Addendum No. 10 |

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

Cordata Healthcare Innovations, LLC
Company

[Signature]
Authorized Signature

10-06-2020
Date

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

Provisions Required for Federally Funded Procurements

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

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

§ 148-1-5. Remedies.

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

5.2. Contract Cancellation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4. Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6. Damages.

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

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

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

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

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

5.2. Contract Cancellation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note: no signature line,
but we acknowledge
receipt & review


10/8/2020

Software as a Service Addendum

1. Definitions:

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

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

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

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

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

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

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

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

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

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

Restricted data means personal data and non-public data.

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

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

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

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

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

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

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

7. Termination and Suspension of Service:

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

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

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

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

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

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

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

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

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

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

AGREED:

Name of Agency: _____

Name of Vendor: Cordata Healthcare Innovation, LLC

Signature: _____

Signature: *[Handwritten Signature]*

Title: _____

Title: President / CEO

Date: _____

Date: 1/16/2020

Appendix A

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

Name of Service Provider/Vendor: Cordata Healthcare Innovations LLC

Name of Agency: OFFICE OF MATERNAL, CHILD, AND FAMILY HEALTH

Agency/public jurisdiction's required information:

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

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:
Name: Jon Stonis
Email address: jon.stonis@cordatahealth.com
Phone Number: 859-609-2800

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

4. Addendum Administration.

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

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


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

5. General Provisions/Ownership of PHI.

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

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

Patrick Morrisey
Attorney General

BY 

AGREED:

Name of Agency:

Signature: _____

Title: _____

Date: _____

Name of Associate:

Signature: _____

Title: _____

Date: _____

Appendix A

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

Name of Associate: Christine L. Basham

Name of Agency: WV DHHR / BPH

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

Care Coordination Tracking Tool collects personal data.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or "Interested parties" means:

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Cordata Healthcare Address: 8170 Corporate Park Dr
Ste 200 Cincinnati OH
45242

Name of Authorized Agent: Gary Winzevred Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

- 1. Subcontractors or other entities performing work or service under the Contract
 Check here if none, otherwise list entity/individual names below.
- 2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
 Check here if none, otherwise list entity/individual names below.
- 3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)
 Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 10-7-2020

Notary Verification

State of OHIO, County of Hamilton:

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

Taken, sworn to and subscribed before me this 7 day of October, 2020



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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Cordata Healthcare Innovations, LLC

Authorized Signature: [Signature] Date: 10-07-2020

State of OHIO

County of HAMILTON, to-wit:

Taken, subscribed, and sworn to before me this 7 day of OCTOBER, 2020.

My Commission expires 3/24, 2021.

AFFIX SEAL HERE



RYAN GOODMAN
Notary Public, State of Ohio
My Commission Expires 03-24-2021

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



HDI SPECIALTY INSURANCE COMPANY

AN ILLINOIS STOCK CORPORATION
161 NORTH CLARK STREET, 48th Floor
CHICAGO, IL 60601

**COMMERCIAL CYBER INSURANCE POLICY
SPECIMEN**

For: Cordata Healthcare Innovations, LLC

**POLICY JACKET, DECLARATIONS, FORMS AND ENDORSEMENTS COMPLETE
THIS POLICY**

Forms & Endorsements:

CY CF 5000 0119 Commercial Cyber Coverage Form
CY AM 5003 0119 Bricked Device Endorsement
CY AM 5004 0119 Business Reputation Loss Endorsement
CY AM 5016 0119 Laptop Replacement Endorsement
CY AM 5102 0119 Economic or Trade Sanctions
CY AM 5103 0119 OFAC Advisory Notice
CY AM 5104 0119 Privacy Notice
HS IL AM 4005 0818 Service of Suit

SPECIMEN

Commercial Cyber Insurance Policy

The Declarations along with the completed and signed **application** and the Policy with endorsements will constitute the contract between **you** and **us**. In consideration of the payment of the premium, in reliance upon the **application**, and subject to the Declarations and the terms and conditions of this Policy, **you** and **we** agree as follows:

I. INSURING AGREEMENTS

A. NETWORK SECURITY AND PRIVACY LIABILITY

We will pay on **your** behalf all **damages** and **claims expense**, within the Limit of Liability and in excess of the **deductible**, which **you** become legally obligated to pay as a result of any **claim** arising out of a **wrongful act** committed by **you**, or any person or entity for whose **wrongful act you** are legally responsible, provided that the **claim**:

1. is first made against **you** during the **policy period** or any Extended Reporting Period (if applicable);
2. arises out of a **wrongful act** committed on or after the **retroactive date** and before the end of the **policy period**; and
3. is reported to **us** pursuant to section V.D of this Policy.

B. MULTIMEDIA LIABILITY

We will pay on **your** behalf all **damages** and **claims expense**, within the Limit of Liability and in excess of the **deductible**, which **you** become legally obligated to pay as a result of any **claim** arising out of any **wrongful act** committed in the course of **media activities** by **you**, or any person or entity for whose **wrongful act you** are legally responsible, provided that the **claim**:

1. is first made against **you** during the **policy period** or any Extended Reporting Period (if applicable);
2. arises out of a **wrongful act** committed on or after the **retroactive date** and before the end of the **policy period**; and
3. is reported to **us** pursuant to section V.D of this Policy.

C. INCIDENT RESPONSE EXPENSE

We will pay on behalf of the **named insured** or a **subsidiary** for **incident response expense**, within the Limit of Liability and in excess of the **deductible**, which are incurred by the **named insured** or a **subsidiary** as a result of a:

1. **data breach**;
2. **computer system disruption**;
3. **data loss**;
4. **cyber theft**; or
5. a **cyber extortion and ransomware threat**,

that is first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

D. BUSINESS INTERRUPTION LOSS AND EXTRA EXPENSE

We will reimburse **you** for **income loss**, **extra expense**, and **special expense**, within the Limit of Liability and in excess of the **deductible**, which are incurred by the **named insured** or a **subsidiary** during the **period of restoration** and **extended interruption period** (if applicable), as a result of a **computer system disruption** from a **covered cause of loss** that is first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

E. DATA RESTORATION EXPENSE

We will reimburse **you** for **restoration expense** and **special expense**, within the Limit of Liability and in excess of the **deductible**, which are incurred by the **named insured** or a **subsidiary** as a result of **data loss** from a **covered cause of loss** that is first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

F. CYBER THEFT AND SOCIAL ENGINEERING LOSS

We will reimburse **you** for **financial loss**, within the Limit of Liability and in excess of the **deductible**, which is incurred by the **named insured** or a **subsidiary** as a result of a **cyber theft** that is first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

G. CYBER EXTORTION AND RANSOMWARE EXPENSE

We will reimburse **you** for **cyber extortion and ransomware expense**, within the Limit of Liability and in excess of the **deductible**, which is incurred by the **named insured** or a **subsidiary** as a result of a **cyber extortion and ransomware threat** that is first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

II. DEFENSE, INVESTIGATION, AND SETTLEMENT OF CLAIMS AND FIRST-PARTY EVENTS

A. **We** have the right and duty to defend any **claim** against **you** even if such **claim** is groundless or fraudulent; however **our** right and duty to defend **you** under this Policy ends when the applicable Limit of Liability has been exhausted by payments of **damages**, **claims expenses**, and **first-party expense**.

B. Defense counsel will be mutually agreed upon between **you** and **us**, but in the absence of such agreement, **our** decision will be final.

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- C. **We** have the right to investigate any **claim** or **first-party event** in the manner and to the extent that **we** believe is proper unless the total cost of **damages, claims expense, and first-party expense** is less than the amount remaining in **your deductible**.
- D. **You** may not make any payment (except at **your** own cost), assume any obligation, or incur any expense in relation to a **claim** without **our** prior written consent, which will not be unreasonably withheld, conditioned or delayed. However, **we** agree that:
1. **our** consent will not be required for **claims expense** incurred within the **deductible**; and
 2. **you** may settle any **claim** where the **damages and claims expense** combined do not exceed the **deductible**, but only if the entire **claim** is resolved and **you** obtain a full release from all claimants.
- E. **We** will not settle any **claim** without the prior written consent of the **named insured**. However, if the **named insured** refuses to consent to any settlement or compromise recommended by **us** which is also acceptable to the claimant, where the total cost of **damages and claims expense** would be in excess of the **deductible**, if such a settlement were consummated, and then elects to contest the **claim, our** liability for any **damages and claims expenses** will not exceed
1. the amount for which the **claim** could have been settled, less the **deductible**, plus the **claims expenses** incurred up to the time of such refusal; and
 2. eighty percent (80%) of any **damages and claims expenses** incurred after the date such settlement or compromise was refused by the **named insured**,
- or the applicable Limit of Liability, whichever is less.

III. DEFINITIONS

- A. **Application** means all insurance applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **named insured** to **us** in connection with the underwriting of this Policy.
- B. **Breach advisory services** means any of the following expenses incurred by the **named insured** or a **subsidiary** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed for a lawyer or breach response consultant to:
1. establish attorney-client privilege with **you** and coordinate any applicable **incident investigation and remediation services, public relations services, notification services, or identity theft remediation services, on your** behalf;
 2. advise on the applicability and actions necessary to comply with **your** ethical, professional, contractual, and regulatory requirements as well as security and privacy breach notification laws; and
 3. communicate a litigation hold to preserve potential evidence (if applicable),
- following a **data breach** or a **cyber extortion and ransomware threat**.

- C. **Claim** means:
1. a civil, disciplinary, administrative, licensing board, professional, or regulatory proceeding other than an investigation commenced by the filing of a complaint, notice of charges or similar pleading;
 2. an arbitration, mediation, or other alternative dispute resolution proceeding;
 3. a written demand for services or monetary relief;
 4. written notice by **you** to **us** of circumstances that could give rise to a **claim**; or
 5. a request received to toll or waive a statute of limitations,

including, where applicable, any appeal therefrom, and alleging a **wrongful act**. **Claim** will also include an administrative or regulatory investigation, but only if **you** give written notice of such investigation to **us** pursuant to section V.D of this Policy and request that **we** treat such investigation as a **claim** under this Policy, provided further that such **claim** will be deemed to have been made when such notice is given to **us**. Also, with respect to an investigation that constitutes a **claim** pursuant to the foregoing sentence, the term **wrongful act** also means the matter(s) that gave rise to such investigation.

All **claims** arising out of the same **wrongful act** or which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** regardless of the number of events, allegations, claimants, defendants or causes of action, and will be deemed first made on the date the earliest of such **claims** is first made or, in the event of a **claim** that is an investigation, it will be deemed first made on the date **you** first give **us** written notice of such investigation, regardless of whether such date is before or during the **policy period**.

- D. **Claims expense** means reasonable and necessary:
1. fees or disbursements charged by a lawyer to defend any **claim**;
 2. expenses incurred by **you** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed, to respond to a subpoena for documents or witness testimony and attend court, tribunal, arbitration, adjudication, mediation, or other hearings in connection with any **claim** covered by this Policy;
 3. premiums for any appeal bond, attachment bond, or similar bond; however, **we** will have no obligation to apply for or furnish such bond; and
 4. mediation costs, arbitration expenses, expert witness fees, and other fees, costs, and expenses resulting from investigation, adjustment, defense, and appeal of a **claim** arising in connection therewith, if incurred by **us**, or by **you** with **our** written consent, which will not be unreasonably withheld, conditioned or delayed.

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Claims expense does not include any salaries, overheads or other charges **you** incur for any time **you** spend in cooperating in the defense and investigation of any **claim** or circumstance which could give rise to a **claim** under this Policy, except as provided in section III.D.2 of this Policy. **Claims expenses** are part of, not in addition to, the Limit of Liability.

E. **Computer system disruption** means total or partial interruption, degradation in service or failure of **your computer system** caused by a **covered cause of loss**. A **computer system disruption** will be deemed to occur that such event is first discovered by a member of the **control group**. All **computer system disruptions** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **computer system disruption** and will be deemed to have occurred on the date the earliest of such **computer system disruption** is deemed to have occurred.

F. **Confidential information** means any proprietary or private information transmitted, disseminated or stored in any manner or medium including:

1. business data, legal data, commercial financial data, FEIN numbers, tax data, employment data, account numbers, account histories, passwords, security codes, competitive data, marketing data, strategies and planning data, research and development data, product data, vendor data, contractor data, and customer data;
2. trade secrets, patent applications, data, designs, forecasts, formulas, methods, practices, processes, records, reports or other items of information; and
3. data subject to a non-disclosure agreement or contractual provisions that stipulate the confidentiality of data,

which is in care, custody, or control of the **named insured** or a **subsidiary** or in the care, custody, or control of any person or entity holding, hosting, storing, maintaining, managing, processing, disposing of, or transmitting such information on behalf of the **named insured** or a **subsidiary** and is not available to the general public.

G. **Control group** means the individuals that previously held or currently hold any of the following positions at the **named insured**: Chief Executive Officer, Chief Financial Officer, General Counsel, Director of Risk Management, or any other position that has substantially similar responsibilities as those referenced above, irrespective of the exact title of such position.

H. **Covered cause of loss** means:

1. any of the following computer attacks on **your computer system** committed by anyone other than members of the **control group**:
 - a. hacker attacks intended to result in unauthorized access to, unauthorized use of, or malicious damage to **your computer system** by any means including techniques for bypassing technical security or social engineering techniques;
 - b. denial of service attacks intended to deliberately overload bandwidth connections, web sites or web servers by sending substantial quantities of repeat or irrelevant communications, packets, or data with the intent of degrading or blocking access to **your computer system**;
 - c. **cyber extortion or ransomware threats**; or
 - d. malicious code designed to erase or corrupt data or damage or disrupt **your computer system**;
2. any act, error, or omission resulting in:
 - a. physical damage to or destruction of electronic storage media on **your computer system** resulting in **data loss**;
 - b. physical damage to or destruction of computer hardware resulting in **data loss**;
 - c. electrostatic build-up and static electricity resulting in **data loss**;
 - d. under voltage, over voltage, or failure of power supplies under the operational control of the **named insured** or a **subsidiary** resulting in **data loss**;
 - e. data creation, entry, or modification errors; or
 - f. failures in the on-going operation, administration, upgrading, and maintenance of **your computer system**, excluding the design, architecture, or configuration of **your computer system**.

A **covered cause of loss** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **covered causes of loss** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **covered cause of loss** and will be deemed to have occurred on the date the earliest of such **covered cause of loss** is deemed to have occurred.

I. **Cyber extortion and ransomware expense** means expenses incurred by the **named insured** or a **subsidiary** with our prior written consent, which will not be unreasonably withheld, conditioned, or delayed, to terminate a **cyber extortion and ransomware threat**, including:

1. **money** or other consideration paid to satisfy a demand by an extortionist in conjunction with a **cyber extortion and ransomware threat**; and
2. a third-party extortion consultant retained to investigate, respond to, and assist with terminating a **cyber extortion and ransomware threat**.

J. **Cyber extortion and ransomware threat** means a credible threat made by anyone other than a member of the **control group** to perpetrate or continue a **data breach** or a **covered cause of loss** unless an extortion demand for **money, securities, or other property** is satisfied by the **named insured** or a **subsidiary**. A **cyber extortion and ransomware threat** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **cyber extortion and ransomware threats** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related or connected facts, circumstances, situations, events,

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transactions, or causes will be considered a single **cyber extortion and ransomware threat** and will be deemed to have occurred on the date the earliest of such **cyber extortion and ransomware threat** is deemed to have occurred.

- K. **Cyber theft** means **financial loss** incurred by the **named insured** or any **subsidiary** as a direct result of:
1. the transfer of funds by **you**, in good faith, from the **named insured's** or **subsidiary's** bank, escrow, or **securities** accounts, or from a **named insured's** or **subsidiary's** client's bank, escrow, or **securities** accounts to a third party in reasonable reliance on fraudulent or deceptive communications directing **you** to transfer or pay the funds to a third party under false pretenses, but only where **you** verbally confirm and verify wire instructions prior to transferring the funds;
 2. the theft of funds from the **named insured's** or **subsidiary's** bank, escrow, or **securities** accounts, or from a **named insured's** or **subsidiary's** client's bank, escrow, or **securities** accounts as a result of fraudulent or deceptive communications from a third party directing the bank or **securities** broker to transfer or pay the funds to a third party under false pretenses without **your** knowledge or consent; or
 3. fraudulent or dishonest use of **your computer system** or telephone system to steal service, bandwidth, **money**, **securities**, or **other property**.

A **cyber theft** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **cyber theft** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **cyber theft** and will be deemed to have occurred on the date the earliest of such **cyber theft** is deemed to have occurred.

- L. **Damages** means any amount **you** become legally obligated to pay because of a judgment, award, settlement, fine, penalty, or the like rendered against **you** including, but not limited to:
1. pre-judgment interest and post-judgment interest;
 2. punitive or exemplary damages or any damages which are a multiple of compensatory damages, where insurable by law. For purposes of this provision, the law of the applicable jurisdiction most favorable to insurability of such damages will be applied;
 3. fines, penalties or sanctions **you** are legally obligated to pay due to an adverse judgment or settlement arising out of a disciplinary, administrative, or regulatory proceeding, where insurable by law. For the purposes of this provision, the law of the applicable jurisdiction most favorable to insurability of such damages will be applied;
 4. sums of **money you** are legally obligated to pay as an award or fund for affected individuals for the payment of consumer or client **claims** due to an adverse judgment or settlement arising out of regulatory, administrative, or disciplinary proceeding, where insurable by law. For the purposes of this provision, the law of the applicable jurisdiction most favorable to insurability of such damages will be applied;
 5. attorney's fees and attorney's expense included as part of a judgment, award, or settlement;
 6. fees, costs, and expenses to implement a Corrective Action Plan, which **you** are required to implement by the Federal Trade Commission or the Office for Civil Rights as part of a Resolution Agreement, but only where such Corrective Action Plan is the result of a violation of privacy rules due to a **wrongful act**;
 7. fines, assessments, or penalties that **you** are obligated to pay under the terms of a Card Brand or merchant services agreement, but only where such fines, assessments, or penalties result from noncompliance with PCI-DSS or similar standards due to a **wrongful act**; and
 8. fees, costs, and expenses allocated to that **you** are obligated to pay under the terms of a Card Brand or merchant services agreement including, but not limited to chargebacks, reimbursements, card reissuance costs, service fees, and fraud recoveries, but only where such fees, costs, and expenses result from noncompliance with PCI-DSS or similar standards due to a **wrongful act**.

If the **named insured** presents a good faith argument in writing including, but not limited to a written opinion of counsel, that any such damages, fines, penalties, sanctions or other amounts are insurable under applicable law, **we** shall not challenge that determination.

Damages does not mean or include:

- a. **your** future royalties or future profits, restitution, disgorgement of profits by **you**, or the costs of complying with orders granting injunctive relief;
- b. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided; or
- c. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**.

However, for purpose of exceptions a, b, and c above, the terms "**your**" and "**you**" do not include any person or entity added to this Policy as an additional insured as defined in section III.QQ.7 of this Policy.

- M. **Data breach** means theft, mysterious disappearance, unintentional, or accidental disclosure of, or unauthorized access to, **your** data including, but not limited to **personally identifiable non-public information** or **confidential information** that is in care, custody, or control of the **named insured** or a **subsidiary**, or in the care, custody, or control of any person or entity that is holding, hosting, storing, maintaining, processing, disposing of, or transmitting such information on behalf of the **named insured** or a **subsidiary**. A **data breach** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **data breaches** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **data breach** and will be deemed to have occurred on the date the earliest of such **data breach** is deemed to have occurred.

- N. **Data loss** means:

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1. damage, alteration, corruption, distortion, theft, misuse or destruction of electronic information, software and firmware on **your computer system**; and
2. inability to access electronic information, software and firmware on **your computer system**,

which is caused by a **covered cause of loss**. **Data loss** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **data losses** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **data loss** and will be deemed to have occurred on the date the earliest of such **data loss** is deemed to have occurred.

- O. **Deductible** means the applicable amounts for each **claim** or **first-party event** set forth in Item 5 of the Declarations.
- P. **Extra expense** means any additional the fees, costs, and expenses over and above normal operating expense incurred by the **named insured** or a **subsidiary** during the **period of restoration** to avoid or minimize the partial or total suspension of the **named insured's** or **subsidiary's** operations resulting from a **computer system disruption**.
- Q. **Extended interruption period** means the period of time that:
1. begins on the date and time that the **period of restoration** ends; and
 2. terminates on the date and time that **you** restore, or **you** would have restored by exercising due diligence and dispatch, the **named insured's** or **subsidiary's** net profit before income taxes that would have been earned through business operations had the **computer system disruption** not occurred.

However, in no event will the **extended interruption period** mean more than or exceed three hundred and sixty-five (365) days.

- R. **Financial loss** means loss of **money**, **securities**, services, or **other property** which is directly caused by **cyber theft**; however, **financial loss** does not mean or include:
1. any amounts reimbursed by a financial institution; or
 2. funds transferred by **you** pursuant to e-mail or faxed wire instructions if **you** failed to verbally confirm and verify wire instructions prior to transferring the funds.
- S. **First-party event** means any:
1. **data breach**;
 2. **computer system disruption**;
 3. **data loss**;
 4. **cyber theft**; or
 5. **cyber extortion and ransomware threat**.

A **first party event** will be deemed to occur at the time such event is first discovered by a member of the **control group**. All **first-party events** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **first-party event** and will be deemed to have occurred on the date the earliest of such **first-party event** is deemed to have occurred.

- T. **First-party expense** means all:
1. **incident response expense**;
 2. **income loss**;
 3. **extra expense**;
 4. **special expense**;
 5. **restoration expense**;
 6. **financial loss**; and
 7. **cyber extortion and ransomware expense**.
- U. **Identify theft remediation services** means any of the following expenses incurred by the **named insured** or a **subsidiary** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed, that the **named insured** or a **subsidiary** are either legally obligated to pay, or not legally obligated to pay, but elect to incur to remediate reputational damage or to mitigate or avoid a **claim**:
1. costs to hire breach response specialists to establish credit monitoring, healthcare record monitoring, identity monitoring, identity theft assistance, and an incident help line, for a period of up to twenty-four (24) months from the date of enrollment in such services for individuals or organizations impacted by a **data breach**, but only where such individual or organization actually enrolls for, and redeems, such services. This Policy does not cover any costs arising out of credit monitoring, healthcare record monitoring, identity monitoring, or identity theft assistance for individuals or organizations that have not enrolled for and redeemed such services; and
 2. costs to procure identity restoration services or identity theft insurance for individuals or organizations impacted by a **data breach**.
- V. **Incident investigation and remediation services** means any of the following expenses incurred by the **named insured** or a **subsidiary** with **our** prior written consent, which will not be unreasonably withheld, conditioned or delayed, for forensics and information security consultants to:
1. conduct a forensic investigation **your computer system**:

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- a. to determine the existence, source, and scope of a **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**; or
 - b. as required by a regulatory body, client contract, or under the terms of a Card Brand or merchant services agreement including, but not limited to a requirement for an independent forensic investigation conducted by a Payment Card Industry Forensic Investigator (PFI);
2. provide initial advice to remediate the impact of a **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**;
 3. preserve relevant data for potential electronic discovery and electronic evidence purposes;
 4. contain and remove any malware discovered on **your computer system**;
 5. mitigate any such **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**;
 6. recertify that **your computer system** meets PCI-DSS or similar standards following a **data breach**, but only when required by a regulatory body, client contract, or under the terms of a Card Brand or merchant services agreement;
 7. provide expert witness testimony at any trial or hearing arising from the **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**; and
 8. provide post breach remediation and breach prevention services to **you** including an information security risk assessment, information security gap analysis, an information security document set, and an information security awareness training session.
- W. **Incident response expense** means:
1. With respect to a **data breach, incident response expense** means **breach advisory services, incident investigation and remediation services, public relations services, notification services, and identity theft remediation services**;
 2. With respect to a **computer system disruption, data loss, and cyber theft, incident response expense** means **incident investigation and remediation services, and public relations services**; and
 3. With respect to a **cyber extortion and ransomware threat, incident response expense** means **breach advisory services, incident investigation and remediation services, public relations services, and notification services**.
- X. **Income loss** means:
1. the net profit before income taxes the **named insured** and any **subsidiary** are prevented from earning during the **period of restoration** and **extended interruption period** due to a loss of revenue (including the loss of clients, loss of fees, contractual penalties, loss of sales, loss of billable hours, and loss of revenue from other sources) caused by a **computer system disruption**; or
 2. the net loss before income taxes the **named insured** and any **subsidiary** are unable to avoid during the **period of restoration** and **extended interruption period** due to a loss of revenue (including loss of clients, loss of fees, contractual penalties, loss of sales, loss of billable hours, and loss of revenue from other sources) caused by a **computer system disruption**; and
 3. fixed operating expenses incurred by the **named insured** or any **subsidiary**, but only to the extent that such fixed operating expenses:
 - a. must necessarily continue during the **period of restoration** and **extended interruption period**; and
 - b. would have been incurred had the **computer system disruption** not occurred.
- The amount of **income loss** will be determined in accordance with section V.F of this Policy.
- Y. **Media activities** means the gathering, collection, broadcast, creation, distribution, exhibition, performance, preparation, printing, production, publication, release, display, research, or serialization of **media material** by **you** or any person or entity on **your** behalf.
- Z. **Media Material** means the content of any publication in any form including written, printed, video, electronic, digital, or digitized communication of language, data, facts, fiction, music, photographs, images, advertisements, artistic expression, or visual or graphical materials.
- AA. **Money** means a medium of exchange in current use recognized, authorized, or adopted by a domestic or foreign government, including but not limited to:
1. currency (including crypto currency), coins, and bank notes in current use and having a face value;
 2. traveler's checks;
 3. registered checks and money orders held for sale to the public; and
 4. electronic cash equivalents.
- Money** does not mean or include **securities** or **other property**.
- BB. **Named insured** means the legal entity(ies) shown in Item 2 of the Declarations.
- CC. **Notification services** means any of the following expenses incurred by **you** with **our** prior written consent, which will not be unreasonably withheld, conditioned, or delayed, that **you** are either legally obligated to pay, or not legally obligated to pay, but elect to incur to mitigate damage to **your** reputation or mitigate or avoid a **claim** in the event of a **data breach** or **cyber extortion and ransomware threat**, to:
1. notify individuals, organizations, any State Attorney General, the Office for Civil Rights (OCR) or any other appropriate governmental, regulatory, law enforcement, professional or statutory body of an actual or suspected **data breach** or **cyber extortion and ransomware threat**;
 2. draft, print, and mail letters to affected individuals including cost of address verification, email notice, media notice, mailing services, and postage;

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3. set up a call center to manage inbound and outbound calls in direct relation to the event; and
4. provide translation services to manage communications with affected individuals.

DD. **Other Property** means any tangible property other than **money** or **securities** that has intrinsic value.

EE. **Period of restoration** means the time period that:

1. begins on the specific date and time the **computer system disruption** first occurred; and
2. ends on the specific date and time the **computer system disruption** ends, or would have ended had **you** or a third party hosting, storing, maintaining, managing or processing on **your** behalf (if applicable) acted with due diligence and dispatch,

however, in no event will the **period of restoration** mean more than one hundred and eighty (180) days. The restoration of **your computer system** will not end the **period of restoration** if another **computer system disruption** occurs within seventy-two (72) hours of such restoration due to the same cause as the original **computer system disruption**.

FF. **Personally identifiable non-public information** means information transmitted, disseminated, or stored in any manner or medium that allows an individual to be uniquely identified including, but not limited to an individual's name, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, other financial account numbers, address, telephone number, IP address, email address, account number, account histories, passwords, security codes, and other nonpublic personal information as defined in local, state, federal, foreign, or international law relating to:

1. the collection, control, security, use or disposal of private information;
2. identity theft protection; and/or
3. notification of actual or possible privacy breaches.

GG. **Policy period** means the period of insurance stated in Item 4 of the Declarations.

HH. **Public relations services** mean any of the following expenses incurred by **you** with **our** prior written consent, which will not be unreasonably withheld, conditioned or delayed, to hire public relations consultants to:

1. advise on, design, implement, and execute a public relations campaign;
2. formulate a crisis communications plan in order to reduce damage to **your** brand;
3. coordinate media relations; and
4. provide media communications training to **your** spokespeople,

in response to a **data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat** covered by this Policy.

II. **Restoration cost** means expenses **you** incur through the use of **your** employees or external consultants, contractors or advisors to repair, replace, retrieve, recreate, or restore information, software, or firmware on **your computer system** to the same state and with the same contents immediately before the **data loss** from a **covered cause of loss** occurred.

Restoration cost does not mean or include:

1. repairing, replacing, retrieving, recreating, restoring, upgrading, or updating information, software, or firmware on **your computer system** to a level beyond that which existed prior to the **data loss**;
2. identifying, patching, or remediating errors or vulnerabilities in information, software, or firmware on **your computer system**;
3. economic or market value of information, software, or firmware on **your computer system**; or
4. repairing or replacing any tangible property including computer hardware of any kind.

JJ. **Retroactive date** means the date specified in Item 6 of the Declarations.

KK. **Securities** means all negotiable or non-negotiable instruments or contracts representing **money** or **other property**. **Securities** does not mean or include **money** or **other property**.

LL. **Special expense** means the costs and expenses incurred by **you** or on **your** behalf in establishing that **you** have sustained **restoration expense, income loss, or extra expense** and the quantum of such **restoration expense, income loss, or extra expense** pursuant to section V.F of this Policy.

MM. **Subsidiary** means any entity:

1. which, on or prior to the inception date of this Policy, the **named insured** either:
 - a. owns, directly or through one or more **subsidiaries**, more than fifty percent (50%) of the outstanding voting securities; or
 - b. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of a **subsidiary**, to elect, appoint or designate a majority of the Board of Directors of a corporation, the management committee of a joint venture, or the management board of a limited liability company ("Management Control"); and
2. Of which the **named insured** acquires, directly or through one or more **subsidiaries**, Management Control after the inception date of this Policy, provided that:
 - a. the revenues of such entity do not exceed thirty percent (30%) of the **named insured's** annual revenues; or
 - b. if the revenues of such entity exceed thirty percent (30%) of the **named insured's** annual revenues, then coverage under this Policy will be afforded for a period of ninety (90) days, but only for any **data breach, data loss, computer system disruption,**

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cybercrime, cyber extortion and ransomware threat, wrongful act, claim, or potential **claim** first occurring after the entity became a **subsidiary**. Coverage beyond such ninety (90) day period will only be available if the **named insured** gives **us** written notice of the acquisition, obtains **our** written consent to extend coverage to the entity beyond such ninety (90) day period and agrees to pay any additional premium required by **us**.

A **subsidiary** ceases to be a **subsidiary** at such time when the **named insured** ceases to have Management Control of the **subsidiary**. This Policy only provides coverage for **subsidiaries** while the **named insured** has Management Control.

NN. **Waiting period** means the period of time beginning when the **period of restoration** begins and expiring after the elapse of the number of hours set forth in Item 5 of the Declarations. A separate **waiting period** will apply to each **period of restoration**.

OO. **We, us, or our** means the Underwriters providing this insurance.

PP. **Wrongful act** means:

1. With respect to Insuring Agreement A - Network Security and Privacy Liability, any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty committed during the course of business activities by **you** or by any person or entity for whose **wrongful act you** are legally responsible resulting in:
 - a. failure to prevent a **data breach**;
 - b. breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of data as a result of a **data breach**;
 - c. breach of a merchant credit card services agreement due to the **named insured's** or a **subsidiary's** noncompliance with published PCI-DSS or similar standards and caused by a **data breach**;
 - d. failure to prevent a **cyber extortion and ransomware threat**;
 - e. failure to prevent **cyber theft**;
 - f. failure to prevent damage to, loss of, or spoilage of data;
 - g. failure to destroy **personally identifiable non-public information** or **confidential information**;
 - h. failure to notify or warn any person or entity of the actual or possible loss, disclosure, or theft of **personally identifiable non-public information** or **confidential information**;
 - i. wrongful or unauthorized collection of **personally identifiable non-public information** or **confidential information**;
 - j. failure to comply with the **named insured's** or a **subsidiary's** written privacy policy;
 - k. failure to prevent the transmission of a computer virus, denial of service attack, or any other computer attack from **your computer systems** to a third party's **computers systems**; or
 - l. violation of any federal, state, local, foreign, or international law establishing legal liability for:
 - i. the collection, retention, security, control, handling, use, sharing, transmission, or disposal of **personally identifiable non-public information** or **confidential information**;
 - ii. identity and identity theft protection, remediation, or prevention; and
 - iii. notification of potential or actual **data breaches**.
2. With respect to Insuring Agreement B - Multimedia Liability, any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty committed during the course of **media activities** by **you** or by any person or entity for whose **wrongful act you** are legally responsible, including but not limited to:
 - a. libel, slander, product disparagement, trade libel, or any other form of defamation or other tort related to disparagement or harm to the reputation, character or feelings of any person or entity;
 - b. any form of invasion, infringement, or interference with the right to privacy or of publicity, including false light, breach of confidence or confidentiality, public disclosure of private facts, intrusion or commercial appropriation of name, persona or likeness;
 - c. wrongful entry or eviction, trespass, eavesdropping, wireless signal interception, or other invasion of the right of private occupancy;
 - d. outrage, outrageous conduct, mental anguish, infliction of emotional distress, or prima facie torts;
 - e. false attribution of authorship, passing off, plagiarism, piracy, or misappropriation of property rights, ideas, or information; and
 - f. infringement of copyright, mask works, domain name, trade dress, title, or slogan, or the dilution or infringement of trademark, service mark, service name, or trade name.

All **wrongful acts** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions, or causes will be considered a single **wrongful act** and will be deemed to have occurred on the date the earliest of such **wrongful acts** is deemed to have occurred. It is agreed, however, that only the portion of such **wrongful acts** that occur after the inception of this Policy, or the inception of any policy sold by **us** to **you** of which this Policy is a direct or indirect renewal, whichever is earlier, will be subject to the foregoing sentence. Furthermore, with respect to a **subsidiary**, only the portion of such **wrongful acts** that occur after the date the **named insured** has Management Control of such **subsidiary** will be subject to the foregoing sentence.

QQ. **You, your, or yours** means:

1. the **named insured** and any **subsidiary**;
2. any past, present, or future officer, director, trustee, partner, member, principal, stockholder, owner, employee, or independent contractor of the **named insured** or any **subsidiary**, but only while acting within the scope of their duties as such;

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3. a principal if **you** are a sole proprietorship, but only while acting within the scope of their duties as such;
 4. any person who previously qualified as **you** under section III.QQ.2 of this Policy prior to the termination of the required relationship with the **named insured** or any **subsidiary**, but only with respect to the performance of their duties as such;
 5. the estate, heirs, executors, administrators, assignees, and legal representatives of any of **you** in the event of **your** death, incapacity, insolvency, or bankruptcy, but only to the extent that **you** would otherwise be provided coverage under this Policy;
 6. the lawful spouse of any of **you**, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law in the United States, but only for **wrongful acts** committed by of any of **you** defined in sections III.QQ.2 through III.QQ.4 of this Policy; and
 7. any person or entity the **named insured** or a **subsidiary** are required by contract to add as an additional insured under this Policy, but only for **wrongful acts** covered by this Policy, which are committed by of any of **you** defined in section III.QQ.1 through section III.QQ.4 of this Policy.
- RR. **Your computer system** means any computer hardware, software or firmware and componentry thereof, and including data stored thereon that is:
1. operated by and either owned, rented, or leased by the **named insured** or any **subsidiary**; or
 2. operated by third parties and used for information technology or telecommunication services, including transmitting, hosting, storing, maintaining, managing, or processing software, data, or other information on behalf of the **named insured** or any **subsidiary**.

IV. EXCLUSIONS

This Policy does not cover any **damages, claims expenses, incident response expense, income loss, extra expense, special expense, restoration expense, financial loss, or cyber extortion and ransomware expense**:

- A. arising out of or resulting from any malicious, deliberately fraudulent, deliberately dishonest, or deliberately criminal act committed by **you**; however, notwithstanding the foregoing, the insurance afforded by this Policy will apply to **claims expense** incurred in defending any such **claim** or circumstance which could lead to a **claim** and to **damages** resulting from such **claim** until and unless a final, non-appealable adjudication in the underlying action establishes that **you** committed such a malicious, fraudulent, dishonest, or criminal act, in which event **we** will have the right to recover those **claims expenses** incurred from those parties found to have committed such malicious, fraudulent, dishonest, or criminal act. However, this exclusion will not apply to any of **you** who did not personally commit or personally participate in committing or personally acquiesce in such conduct, except that this exclusion will apply if such final, non-appealable adjudication establishes that a current member of **your control group** engaged in such conduct;
- B. arising out of or resulting from any **claim** made by one of **you** against another one of **you**; however, this exclusion will not apply to **claims** brought by:
 1. **your** employees for actual or alleged **data breaches**; or
 2. any person or entity added to this Policy as an additional insured as defined in section III.QQ.7 of this Policy;
- C. for bodily injury, sickness, disease, or death of any person; however, this exclusion will not apply to **claims** for mental anguish or emotional distress arising out of a **wrongful act**;
- D. for injury to, impairment, destruction, corruption, or distortion of any tangible property, including the loss of use thereof or loss of use of tangible property which has not itself been physically impaired, injured, or destroyed; however, this exclusion will not apply to **income loss, extra expense, restoration expense, or claims** arising out of injury to, impairment, destruction, corruption, or distortion of software or data arising out of a **covered cause of loss** or a **wrongful act**;
- E. arising out of or resulting from **your** activities as a trustee, partner, officer, director, or employee of any employee trust, charitable organization, corporation, company, or business other than that of the **named insured** or **subsidiary**;
- F. arising out of or resulting from any circumstance, **wrongful act, data breach, computer system disruption, data loss, cyber extortion and ransomware threat, or cyber theft** first occurring prior to the **retroactive date**;
- G. arising out of or resulting from any circumstance, **wrongful act, data breach, computer system disruption, data loss, cyber extortion and ransomware threat, or cyber theft**, if prior to the inception date of this Policy or prior to the inception date of a policy issued by **us** of which this Policy is a direct or indirect renewal, a member of the **control group** knew that such circumstance, **wrongful act, data breach, computer system disruption, data loss, cyber extortion and ransomware threat, or cyber theft** may be the basis of a **claim, data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**;
- H. arising out of or resulting from any circumstance, **wrongful act, data breach, computer system disruption, data loss, cyber extortion and ransomware threat, or cyber theft**, notified prior to the inception of this Policy to the insurer of any other policy of which this Policy is a direct or indirect renewal or replacement. However, this exclusion will apply only to the extent the insurer of the prior policy accepts such notice as proper notice of circumstances under its policy;
- I. arising out of or resulting from any liability assumed under any contract or agreement including any breach of express warranty or guarantee. However, this exclusion will not apply to:
 1. any liability or obligation **you** would have in the absence of such contract or agreement;

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2. any indemnity by **you** in a written contract agreement with **your** client regarding any **data breach** suffered by **you** which results in the failure to preserve privacy or confidentiality of customers or employees of **your** client; or
 3. a breach of **your** written privacy policy; or
 4. a breach of a Card Brand merchant services agreement due to a **data breach**;
- J. arising out of or resulting from **your** actual or alleged infringement of any patent or misappropriation of a **trade secret**; however, this exclusion will not apply to any **claim** alleging infringement or misappropriation of a trade secret due to an actual or alleged **data breach**;
- K. arising out of or resulting from **your** actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act, or RICO), as amended, or any regulation promulgated thereunder or any similar federal, state, or local law similar to the foregoing, whether such law is statutory, regulatory, or common law;
- L. arising out of or resulting from any action brought by or on behalf of ASCAP, SESAC, BMI, or other licensing organizations in such entity's regulatory, quasi-regulatory, or official capacity, function, or duty, unless such action arises out of a **data breach**.
- M. arising out of or resulting from **your** actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the rules and regulations of the Securities Exchange Commission, the securities laws or regulations of any state, or any common law claim relating to any transaction arising out of, involving, or relating to **your** purchase or sale or **your** offer to purchase or sell securities;
- N. arising out of or resulting from work place practices, including **claims** arising under workers compensation laws or **claims** in respect of alleged discrimination, harassment, or inappropriate employment conduct of any sort. However, this exclusion will not apply to **claims** brought by employees arising out of an actual or alleged **data breach**;
- O. arising out of or resulting from:
 1. antitrust, restraint of trade, unfair competition, deceptive or unfair business practices, violation of consumer protection laws; or
 2. deliberately false or deceptive advertising;however, this exclusion will not apply to **claims** for an otherwise covered **wrongful act**;
- P. arising out of or resulting from any **claim** bought by any entity which:
 1. **you** own, operate, manage, or control either directly or indirectly in whole or in part or in which **you** have an ownership interest in excess of twenty percent (20%); or in which **you** are an officer or director; or
 2. wholly or partly owns, operates, controls or manages **you**;however, this exclusion will not apply to **claims** brought by any person or entity added to this Policy as an additional insured as defined in section III.QQ.7 of this Policy.
- Q. arising out of or resulting from any kinetic war or kinetic warlike actions;
- R. arising out of or resulting from **your** manufacturing, mining, use, sale, installation, removal, distribution of, or exposure to asbestos, materials or products containing asbestos, asbestos fibers, or asbestos dust;
- S. directly or indirectly arising out of or resulting from the presence or actual, alleged, or threatened discharge, seepage, dispersal, migration, release, escape, generation, transportation, storage, or disposal of pollutants at any time, including any request, demand, or order that **you** or others test for, monitor, clean up, remove, assess, or respond to the effects of pollutants; pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, odors, acids, alkalis, chemicals, and waste; waste includes materials to be recycled, reconditioned, or reclaimed;
- T. arising out of or resulting from ionizing radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, or any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- U. arising out of or resulting from the existence, emission, or discharge of any electromagnetic field, electromagnetic radiation, or electromagnetism that actually or allegedly affects the health, safety, or condition of any person or the environment, or that affects the value, marketability, condition, or use of any property; or
- V. arising out of or resulting from any failure or outage in, or disruption of, power, utility services, satellites, or external telecommunications services not under **your** direct operational control; however, this exclusion will not apply to failure or outage in, or disruption of, information technology and telecommunication services provided by third parties to the **named insured** or any **subsidiary**. including transmitting, hosting, storing, maintaining, managing, or processing software, data, or other information on behalf of the **named insured** or any **subsidiary**.

V. GENERAL POLICY CONDITIONS

A. Limits of Liability

1. Policy Aggregate Limit of Liability

Our maximum liability under all Insuring Agreements for the sum of all **damages, claims expense, and first-party expense**, on account of all **claims** and **first-party events** covered by this Policy is the Policy Aggregate Limit of Liability set forth in Item 5 of the

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Declarations. Our liability under this Policy is limited to a single Policy Aggregate Limit of Liability regardless of the number of Insuring Agreements purchased under this Policy, the number of **claims** or **first-party events** made under this policy, or the number of **you** covered by this Policy. In the event the Policy Aggregate Limit of Liability is exhausted, **we** will have no further liability whatsoever.

2. Limit of Liability For Each Insuring Agreement

Our maximum liability under each Insuring Agreement for all **damages, claims expense, and first-party expense**, on account of all **claims** and **first-party events** covered by this Policy is the applicable Insuring Agreement Aggregate Limit of Liability set forth in Item 5 of the Declarations. In the event that an Insuring Agreement Aggregate Limit of Liability is exhausted, **we** will have no further liability under the Policy for that Insuring Agreement. The Insuring Agreement Limit of Liability is part of, not in addition to, the Policy Aggregate Limit of Liability.

3. Limit of Liability For Each Claim or First-Party Event

Our maximum liability for all **damages, claims expense, and first-party expense** for each **claim** or **first-party event** covered by this Policy is the applicable Each Claim or First-Party Event Limit of Liability set forth in Item 5 of the Declarations. The Each Claim or First-Party Event Limit of Liability is part of, not in addition to, the Insuring Agreement Aggregate Limits of Liability and the Policy Aggregate Limit of Liability. In the event the Each Claim or First-Party Event Limit of Liability are exhausted by a **claim** or **first-party event**, **we** will have no further liability under the Policy for that **claim** or **first-party event**.

4. Extended Reporting Periods Limit of Liability

The Limit of Liability for any Extended Reporting Period will be part of, not in addition to, the Policy Aggregate Limit of Liability for the **policy period**.

B. Deductibles and Waiting Period for Each Claim and First-Party Event

1. With respect to Insuring Agreement A - NETWORK SECURITY AND PRIVACY LIABILITY:

- a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **claim**; and
- b. the **deductible** must be satisfied by payments by **you** of covered **damages, claims expenses**, or any combination thereof resulting from **claims** notified pursuant to section V.D of this Policy.

2. With respect to Insuring Agreement B - MULTIMEDIA LIABILITY:

- a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **claim**; and
- b. the **deductible** must be satisfied by payments by **you** of covered **damages, claims expenses**, or any combination thereof resulting from **claims** notified pursuant to section V.D of this Policy.

3. With respect to Insuring Agreement C - INCIDENT RESPONSE EXPENSE:

- a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **data breach**; and
- b. the **deductible** applicable to **incident response expense** must be satisfied by payments by **you** of covered **incident response expense** resulting from a **first-party event**, notified pursuant to section V.D of this Policy.

4. With respect to Insuring Agreement D - BUSINESS INTERRUPTION LOSS AND EXTRA EXPENSE:

- a. The **deductible** stated in Item 5 of the Declarations will apply separately to each **computer system disruption**.
- b. The duration of the **computer system disruption** must exceed the **waiting period** specified in Item 5 of the Declarations. **We** will not reimburse **you** for **income loss, extra expense, or special expense** incurred during the **waiting period**.
- c. The **deductible** applicable to **income loss, extra expense, and special expense** must be satisfied by:
 - i. payments by **you** of covered **extra expense** or **special expense** resulting from a **computer system disruption** notified pursuant to section V.D of this Policy;
 - ii. the amount of **income loss** covered by this Policy that **you** sustain during the **period of restoration** or **extended interruption period** from a **computer system disruption** notified pursuant to section V.D of this Policy; or
 - iii. any combination thereof.
- d. The **deductible** applicable to **income loss, extra expense, and special expense** will be reduced by the amount of **income loss, extra expense, and special expense** covered by this Policy that **you** sustain during **waiting period** stated in Item 5 of the Declarations resulting from a **computer system disruption** notified pursuant to section V.D of this Policy.
- e. If the **deductible** is less than the amount of **income loss, extra expense, and special expense** covered by this Policy that **you** sustain during **waiting period** stated in Item 5 of the Declarations resulting from a **computer system disruption** notified pursuant to section V.D of this Policy, the **deductible** applicable to covered **income loss, extra expense, and special expense** incurred after the **waiting period** will be \$0.

5. With respect to Insuring Agreement E - DATA RESTORATION EXPENSE:

- a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **data loss**; and
- b. the **deductible** applicable to **restoration expense** or **special expense** must be satisfied by payments by **you** of covered **restoration expense** or **special expenses** from **data loss** notified pursuant to section V.D of this Policy.

6. With respect to Insuring Agreement F - CYBER THEFT AND SOCIAL ENGINEERING LOSS:

- a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **cyber theft**; and

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- b. the **deductible** applicable to **financial loss** must be satisfied by covered **financial loss** from **cyber theft** notified pursuant to section V.D of this Policy.
 7. With respect to Insuring Agreement G - CYBER EXTORTION AND RANSOMWARE EXPENSE:
 - a. the **deductible** stated in Item 5 of the Declarations will apply separately to each **cyber extortion and ransomware threat**; and
 - b. the **deductible** applicable to **cyber extortion and ransomware threats** must be satisfied by payments by **you** of covered **cyber extortion and ransomware expense** notified pursuant to section V.D of this Policy.
 8. **We** will only be liable for amounts excess of the applicable **deductible** and not exceeding the Limit of Liability as stated in Item 5 of the Declarations.
 9. If a **claim, wrongful act, data breach, computer system disruption, data loss, cyber theft, cyber extortion and ransomware threat**, or circumstance covered by this Policy attaches to more than one Insuring Agreement only the highest applicable **deductible** will apply.
 10. If a **claim, wrongful act, data breach, computer system disruption, data loss, cyber theft, or cyber extortion and ransomware threat**, arises out of the same, related or continuing acts, facts, or circumstances and attaches to more than one Insuring Agreement only the highest **deductible** will apply.
 11. The **deductibles** stated in Item 5 of the Declarations apply to each **claim** first made against **you** during any Extended Reporting Period.
- C. Extended Reporting Periods
1. Automatic Extended Reporting Period

If either the **named insured** or **we** cancel or choose to non-renew this Policy, the **named insured** will have the right following the effective date of such cancellation or non-renewal, to an Automatic Extended Reporting Period of sixty (60) days in which to give written notice to **us** of **claims** first made against **you** for any **wrongful act** actually or allegedly committed on or after the **retroactive date** and prior to the end of the **policy period** and otherwise covered by this Policy.
 2. Optional Extended Reporting Period
 - a. If either the **named insured** or **we** cancel or choose to non-renew this Policy, the **named insured** will have the right, upon payment of an additional premium, to purchase an Optional Extended Reporting Period. The Optional Extended Reporting Period lengths and the respective percentages of the Annual Premium listed in Item 7 of the Declarations that the **named insured** must pay to purchase an Optional Extended Reporting Period are:
 - i. twelve (12) month Optional Extended Reporting Period for seventy-five percent (75%) of the Annual Premium;
 - ii. twenty-four (24) month Optional Extended Reporting Period for one hundred and twenty-five percent (125%) of the Annual Premium; or
 - iii. thirty-six (36) month Optional Extended Reporting Period for one hundred and fifty percent (150%) of the Annual Premium.
 - b. The Optional Extended Reporting Period only applies to **claims** first made against **you** and notified to **us** during the Optional Extended Reporting Period and arising out of any **wrongful acts** otherwise covered by this Policy that are committed on or after the **retroactive date** and before the end of the **policy period**, subject to the conditions set forth herein.
 - c. In order for the **named insured** to invoke the Optional Extended Reporting Period, **you** must notify **us** and pay **us** within sixty (60) days of the end of the **policy period** or from the effective date of the cancellation.
 - d. All notices and premium payments with respect to the Optional Extended Reporting Period must be directed to **us** through the entity and address set forth in Item 8 of the Declarations.
 - e. At the commencement of the Optional Extended Reporting Period the entire premium will be deemed earned. In the event that **you** terminate the Optional Extended Reporting Period for any reason prior to its natural expiration, **we** will not be liable to return any premium paid for the Optional Extended Reporting Period.
 3. The Limit of Liability for any Extended Reporting Period will be part of, not in addition to, the Policy Aggregate Limit of Liability for the **policy period**.
 4. The **deductibles** stated in Item 5 of the Declarations apply to each **claim** first made against **you** during any Extended Reporting Period.
 5. **Your** rights to any Extended Reporting Period will not be available where cancellation or non-renewal by **us** is due to non-payment of premium or **your** failure to pay such amounts in excess of the applicable Limit of Liability or within the amount of the applicable **deductible**.
- D. Reporting of First-Party Events, Claims, and Circumstances
1. When a member of the **control group** first becomes aware of a **claim** made against **you** or discovers a **first-party event**, **you** must notify **us** through the persons named in Item 9 of the Declarations as soon as practicable, but in no event later than:
 - a. ninety (90) days after the expiration, cancellation or termination date of this Policy, or one hundred eighty (180) days after the renewal of this Policy if this Policy is renewed by **us**; or

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- b. the expiration of any Extended Reporting Period, if applicable.

However, if the Policy is cancelled for nonpayment of premium, **you** must give us written notice of any such **claim** or **first-party event** prior to the effective date of such cancellation. It is agreed that if **you** give notice of a **claim** or **first-party event** to **us**, but not in accordance with the above requirements, **we** will not be entitled to deny coverage solely on the basis of late notice unless, and then only to the extent that, **we** prove by final, non-appealable adjudication in any action or proceeding that **we** were materially prejudiced by the late notice.

2. If a member of the **control group** becomes aware of any circumstance that could give rise to a **claim** and **you** give us through persons named in Item 9 of the Declarations during the **policy period** or any Extended Reporting Period notice of:
- the circumstance and a description of the **wrongful act** allegations that could be made;
 - the injury or damage which may result or has resulted from the circumstance; and
 - the facts by which **you** first became aware of this,

then any subsequent **claim** arising out of such circumstance made against **you** which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to **us**.

3. A **claim**, circumstance which could give rise to a **claim**, or a **first-party event** will be considered to be notified to **us** when written notice is first given to **us** through persons named in Item 9 of the Declarations in accordance with sections V.D.1 through V.D.2 of this Policy.
4. If any false or fraudulent **claim**, circumstance, or **first-party event** is reported by, consented to, acquiesced to or made with the knowledge of a member of the **control group**, as regards amount or otherwise, this Policy will become void and all **claims** hereunder will be forfeited.

E. Claim Avoidance Extension

We will, at our sole discretion, reimburse **you** for expenses incurred in order to mitigate or avoid a **claim** under this Policy arising from circumstances that could reasonably be a basis of a **claim** that **you** report in accordance with section V.D of this Policy. Such expenses are part of, not in addition to the Limit of Liability, subject to the **deductible**, and must not exceed the amount of loss that would have been covered under this Policy had the **claim** not been avoided. Loss payable under this extension does not include any expenses that **you** can recover from others.

F. Proof and Appraisal of Loss

1. With respect to Insuring Agreements D and E, before coverage will apply, **you** must prepare and submit to the persons named in Item 9 of the Declarations a proof of loss statement sworn by a member of the **control group** within one hundred and twenty (120) days after a member of the **control group** discovers a **data loss** or **computer system disruption** (as applicable) or, if applicable, one hundred and twenty (120) days after the end of the **extended interruption period**, whichever is later. Such proof of loss must include a narrative with full particulars of such **data loss** or **computer system disruption**, including:
- the time and place of the **data loss** or **computer system disruption**;
 - a detailed calculation of any **restoration expense**, **extra expense**, or **income loss**; and
 - your** interest and the interest of all others in the property, the sound value thereof, the amount of **restoration expense**, **extra expense**, or **income loss** and all other insurance thereon.
6. Upon **our** request, **you** must submit to an examination under oath with respect to coverage sought under Insuring Agreements D and E and provide copies of the underlying documents, data, and materials that reasonably relate to or are a part of the basis of the claim for such **restoration expense**, **extra expense**, or **income loss**.
7. **Income loss** will be calculated on an hourly basis based on **your** net profit (or loss) and fixed operating expenses as set forth in section III.X of this Policy. For purposes of determining **income loss**, due consideration will be given to the following:
- the **named insured's** and **subsidiary's** net profit or loss for the twelve (12) month period prior to the **computer system disruption**;
 - the probable business operations the **named insured** and **subsidiaries** could have performed had a **computer system disruption** not occurred;
 - income derived from substitute methods, facilities, or personnel used by the **named insured** and **subsidiaries** to maintain their revenue stream; and
 - trends in the **named insured's** and **subsidiary's** business, and variations in or other circumstances affecting the business, including seasonable influences and economic conditions, before and after the **computer system disruption** that would have affected the **named insured's** and **subsidiary's** business had the **computer system disruption** not occurred.

N. Your Duties

In the event of a **claim** or **first-party event**:

- You** must co-operate with **us** and provide **us** with the information and material that **we** reasonably request.
- You** must not admit liability, enter into any settlement except as provided in section II.D of this Policy, stipulate to any judgment or award, or otherwise dispose of any **claim** without **our** consent. Such consent will not be unreasonably withheld, conditioned, or

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delayed. Notwithstanding the foregoing, compliance with a breach notice law will not be considered as an admission of liability for the purposes of this provision.

O. Other Insurance

The coverage provided by this Policy is excess over and above any valid and collectible insurance (including any deductible portion) available to **you** whether such insurance is stated to be primary, excess, contributory, contingent, or otherwise, unless such other insurance is specifically written as excess insurance over the Limit of Liability provided by this Policy. However, the coverage under this Policy is primary to and will not seek contribution from any other insurance available to additional insureds as defined in section III.QQ.7 of this Policy if **you** are required to agree in a written contract that coverage provided by this Policy will be primary and non-contributory with respect to other insurance available to the additional insured.

P. Coverage Territory

This insurance applies to **wrongful acts, claims, or first-party events** occurring anywhere in the world.

Q. Innocent Insured

1. Whenever coverage under this Policy would be excluded, suspended or lost because of any exclusion relating to criminal, dishonest, fraudulent, or malicious acts, errors, or omissions by any of **you**, then such coverage otherwise afforded by this Policy will apply to all of **you** that did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge of such criminal, dishonest, fraudulent, or malicious acts, errors or omissions.
2. Whenever coverage under this Policy would be excluded, suspended or lost because of failure to give notice to **us** as required by section of V.D. this Policy, such coverage otherwise afforded by this Policy will apply to all of **you** that did not personally commit, personally participate in committing, or personally acquiesce to such failure to give notice, provided that any of **you** entitled to this provision complies with section V.D promptly after obtaining knowledge of failure by any of **you** to comply therewith.

R. Bankruptcy

Your bankruptcy or insolvency will neither relieve **us** of our obligations, nor deprive **us** of our rights or defenses under this Policy.

S. Legal Action Against Us

1. No person or entity has a right under this Policy to join **us** as a party or otherwise bring **us** into a suit asking for **damages** from **you** or sue **us** under this Policy in the absence of compliance with all of the terms and conditions of this Policy by **you**.
2. A person or entity may sue **us** to recover on an agreed settlement or on a final judgment against **you** obtained after an actual trial, but **we** will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by **us**, by **you**, and by the claimant or the claimant's legal representative.

T. Subrogation

1. **Our** payment under this Policy is without prejudice to **our** right to recover sums paid under this Policy from the Insurers of **your** other insurance policies or from any entity or person from which **you** are entitled to indemnification.
2. In the event **we** make any form of payment under this Policy, **we** must be subrogated to all **your** rights of recovery against any person or entity. **You** must execute and deliver all instruments and papers and do whatever else is reasonably necessary to secure such rights. **You** must not do anything to prejudice such rights. Notwithstanding the foregoing, if **you** are required by contract to waive **your** and/or **our** right to recover all or part of a **claim** or a loss from any entity from which **you** would otherwise be able to recover, **we** will also waive **our** right of recovery for any such **claim** or loss from such entity. However, **you** cannot waive **your** right to such recovery after **you** have received notice of any such **claim** or loss.
3. Any subrogation recoveries will first be applied to subrogation expenses, second to **damages, claims expense, and first-party expense**, paid by **you** (other than with respect to **deductible** stated in Item 5 of the Declarations), third to **damages, claims expense, and first-party expense** paid by **us**, and fourth to the **deductible** stated in Item 5 of the Declarations.

U. Recovered Property

If **you** or **we** recover any **money, securities or other property** after a loss payment is made, the party making the recovery must give prompt notice of the recovery to the other party. If the recovered property is **money** or other funds, the recovery will be applied first to any costs incurred by **you** or **us** in recovering the property, second to any **first-party expense** paid by **you** (other than with respect to the including payment of any **deductible** stated in Item 5 of the Declarations), and third to any **first-party expense**, paid by **us**.

If property other than **money** or funds is recovered, then **you** may keep the recovered property and return the loss payment, less any costs of recovery incurred by **you**, or keep the loss payment and transfer all rights in the property to **us**.

V. Mergers and Acquisitions

If, during the **policy period**, the **named insured** merges into or is acquired by another entity such that the **named insured** is not the surviving entity, then **you** must report the event to **us** as soon as practicable. Coverage under this Policy will continue until the end of the **policy period** with respect to **claims** made and **first-party events** occurring before the date of such merger or acquisition, but coverage will terminate with respect to **claims** for **wrongful acts** committed and **data breaches** and **covered causes of loss** occurring after the event. After any such event, this Policy may not be cancelled, and the entire premium for the Policy will be deemed fully earned.

Commercial Cyber Insurance Policy

W. Cancellation

1. This Policy may be cancelled by **you** by surrender thereof to **us** or by mailing to **us** through the entity and address set forth in Item 8 of the Declarations written notice stating when thereafter the cancellation will be effective.
2. **We** may cancel this Policy by mailing to **you** via the broker written notice stating when not less than ninety (90) days thereafter such cancellation will be effective. However, if **we** cancel this Policy because **you** have failed to pay a premium when due, this Policy may be cancelled by **us** by mailing a written notice of cancellation to **you** at the address shown in the Declarations stating when not less than 10 days thereafter such cancellation will be effective.
3. If **you** cancel this Policy, twenty five percent (25%) of the Annual Premium listed in Item 7 of the Declarations will be deemed earned upon inception of this Policy, and the remaining earned premium will be computed in accordance with the standard short rate table and procedure. However, the premium will be deemed fully earned if any **claim** under this Policy is notified to **us** on or before the date of cancellation.
4. If **we** cancel this Policy, earned premium will be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

X. Entire Agreement and Changes

By acceptance of this Policy, **you** agree that this Policy, together with the Declarations, **application** and endorsements, embodies all agreements between **you** and **us**. Notice to any agent or knowledge possessed by any agent or by any other person will not affect a waiver or a change in any part of this Policy or stop **us** from asserting any right under the terms of this Policy, nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by **us**.

Y. Assignment

This Policy may not be assigned to any party without **our** prior written consent.

Z. Named Insured as Agent

The **named insured** will be considered the agent for all of **you** and will act on behalf of all of **you** with respect to the giving of or receipt of all notices pertaining to this Policy, the agreement and acceptance of any endorsements to this Policy, and the payment of all premiums and **deductibles** that come due under this Policy. By acceptance of this Policy, **you** agree that the **named insured** will act on **your** behalf with respect to the giving and receiving of any notice pertaining to this Policy, the acceptance of any endorsements to this Policy, and payment of premiums and **deductibles** that may become due under this Policy. If two or more **named insureds** are covered under this Policy, the first **named insured** shall act for all of **you**. If the first **named insured** ceases to be covered under this Policy, the next **named insured** next shall thereafter be considered as the first **named insured**.

AA. Conflicts

If any term or condition of this Policy and/or any endorsement attached thereto conflicts with a State Amendatory Endorsement added to this Policy, **we** shall apply the term or condition that is most favorable to coverage for the **named insured** to the fullest extent permitted by law.

BB. Liberalization

If one or more terms or conditions of this Policy and/or any endorsement attached thereto are in conflict, **we** shall apply the term or condition that is most favorable to coverage for the **named insured** to the fullest extent permitted by law.

CC. Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

DD. Headings

The titles of paragraphs, sections, provisions, or endorsements of or to this Policy are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

EE. Dispute Resolution

It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of loss, shall be submitted to the alternative dispute resolution ("ADR") process set forth in this clause.

We and each and every one of **you** agrees that such dispute first shall be submitted to non-binding mediation administered by the American Arbitration Association, in which **we** and **you** shall try in good faith to settle the dispute by mediation under or in accordance with its then-prevailing Commercial Mediation Rules. The mediator shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. Either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation has been terminated and at least thirty (30) days have elapsed from the date of the termination of the mediation. In all events, each party shall share equally the expenses of the ADR process.

Commercial Cyber Insurance Policy

The ADR process may be commenced, at the choice of the **named insured**, in New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state indicated in Item 3 of the Declarations as the mailing address for the **named insured**. The **named insured** shall act on behalf of each and every one of **you** in deciding to proceed with an ADR process under this clause.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BRICKED DEVICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

It is understood and agreed the Policy is amended as follows:

1. The definition of **restoration cost** in Section III.II of the Policy is hereby amended to include the following:

- JJ. **Restoration expense** means expenses you incur through the use of **your** employees or external consultants, contractors or advisors to repair, replace, retrieve, recreate or restore information, software or firmware on your computer system to the same state and with the same contents immediately before the data loss from a covered cause of loss occurred. **Restoration expense** also means repair or replacement of computer hardware, but only when such hardware is rendered totally inoperable due to a **bricking event**

Restoration expense does not mean or include:

- a. repairing, replacing, retrieving, recreating, restoring, upgrading, or updating information, software or firmware on your computer system to a level beyond that which existed prior to the **data loss**;
- b. identifying, patching or remediating errors or vulnerabilities in information, software or firmware on **your computer system**;
- c. economic or market value of information, software or firmware on **your computer system**; or
- d. repairing or replacing any tangible property including computer hardware of any kind, but this exception does not apply to computer hardware that is rendered totally inoperable due to a **covered cause of loss**.

2. Solely with respect to coverage provided under this endorsement, the following definition is added.

Bricking event means any **data loss** from a covered **cause of loss** which renders computer hardware unable to load an operating system when starting up. However, **bricking event** does not mean or include any circumstance which renders computer hardware unable to draw power.

All other terms and conditions of this Policy remain unchanged.



Commercial Cyber Insurance Policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS REPUTATION LOSS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

It is understood and agreed that the Policy is amended as follows:

I. Coverage Limits

A. Item 5 of the Declarations is amended to include:

	LIMIT OF LIABILITY	DEDUCTIBLE
Business Reputation Loss		

B. With respect to section II of this Endorsement:

1. the **deductible** stated in set forth in paragraph A above will apply separately to each **business reputation loss**; and
2. the **deductible** applicable to **business reputation loss** must be satisfied by payments by **you** of covered **business reputation loss** from a **data breach** or **cyber extortion and ransomware threat** notified pursuant to section V.D of this Policy.

II. Section I of the Policy is amended by adding the following:

Business Reputation Loss Coverage

We will reimburse you for **business reputation loss**, within the Limit of Liability and in excess of the **deductible**, incurred by the **named insured** or a **subsidiary** during the **notification period** as result of a **data breach** or a **cyber extortion and ransomware threat** first discovered by a member of the **control group** during the **policy period** and notified by **you** to us pursuant to Section V.D of the Policy.

III. Section III.T of the Policy "First Party Expense" is amended to include **business reputation loss**.

IV. Definitions

Solely with respect to coverage provided under this endorsement, the following definitions are applied:

- A. **Business reputation loss** means the net profit before taxes the **named insured** and any **subsidiary** are prevented from earning during as a direct result of damage to **your** reputation.

However, **Business reputation loss** does not mean or include:

1. loss arising out of any liability to any third party for whatever reason;
2. **your** internal salary, costs or overhead expenses;
3. legal costs or legal expenses of any type;
4. loss incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or
5. costs or expenses the Insured Organization incurs to identify, investigate, respond to or remediate a **data breach** or **cyber extortion and ransomware threat**.

In determining **business reputation loss**, due consideration shall be given to the prior experience of **your** business operations before the beginning of the **notification period** and to the reasonable and probable business operations **you** could have performed had the **data breach** or **cyber extortion and ransomware threat** not occurred.

- B. **Notification period** means the 30-day period that begins on the specific date on which individuals have been notified pursuant to section III.CC of the Policy.

All other terms and conditions of this Policy remain unchanged.



Commercial Cyber Insurance Policy

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAPTOP AND DEVICES REPLACEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

This Endorsement protects **your** covered property against direct physical loss or damage worldwide. In return for **your** premium, we will provide the protection for the Coverage and Limits of Insurance as shown herein.

It is understood and agreed the Policy is amended as follows:

I. Coverage Limits

A. Item 5 of the Declarations is amended to include:

	LIMIT OF LIABILITY	DEDUCTIBLE
Laptop and Devices Replacement Coverage	USD \$50,000	USD \$500

B. With respect to section II of this Endorsement:

1. the **deductible** stated in set forth in paragraph A above will apply separately to each **laptop and devices loss**;
2. the **deductible** applicable to **laptop and devices replacement expense** must be satisfied by payments by **you** of covered **laptop and devices replacement expense** from **laptop and devices loss** notified pursuant to section V.D of this Policy.

II. Section I of the Policy is amended by adding the following:

Laptop And Devices Replacement Coverage

We will reimburse **you** for **laptop and devices replacement expense**, within the Limit of Liability and in excess of the **deductible**, incurred by the **named insured** or a **subsidiary** as a result of **laptop and devices loss** first discovered by a member of the **control group** during the **policy period** and reported to **us** pursuant to section V.D of this Policy.

III. Section III.S of the Policy "**First Party Event**" is amended to include **laptop and devices replacement loss**.

IV. Section III.T of the Policy "**First Party Expense**" is amended to include **laptop and devices replacement expense**.

V. Solely with respect to section II. of this Endorsement - Laptop and Devices Replacement Coverage, it is understood that section IV of the Policy will not apply to **laptop and devices replacement expenses** incurred by **you** as a result of **laptop and devices loss**.

VI. Definitions

Solely with respect to coverage provided under this Endorsement:

- A. **Laptop and devices loss** means direct physical damage to or loss of laptops, tablets and similar portable computer devices and their accessories, including while in transit, due to:
1. a **covered cause of loss**;
 2. the intentional or deliberate actions of someone other than the **you**; or
 3. the dishonest removal of the device(s) from **your** possession by a third party with the intention of permanently depriving **you** of it.

However, **laptop and devices loss** does not include any loss or damage caused by, resulting from, or arising out of the loss or theft of any property while it is in transit as checked baggage.

All **laptop and devices losses** which have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of connected facts, circumstances, situations, events, transactions or causes will be considered a single **Laptop and devices loss**, and will be deemed to have occurred on the date the earliest of such **laptop and devices loss** is deemed to have occurred.



Commercial Cyber Insurance Policy

- B. **Laptop and devices replacement expense** means expenses **you** incur to repair or replace **your** laptops, tablets and similar portable computer devices and their accessories due to physical loss of or damage. **Laptop and devices replacement expenses** do not include the any expenses for software licenses. **Laptop and devices replacement expenses** are part of and not in addition to the Limit of Liability.

VII. Exclusions

This Endorsement does not cover **laptop and devices loss**:

- A. caused by or resulting from corrosion, rust or changes in humidity or temperature;
- B. caused by **your** intentional damage or destruction of property covered under this Endorsement;
- C. caused by or resulting from wear and tear, gradual deterioration, insect or vermin. Wear and Tear means the reduction in value to the Insured Product stemming from routine use and exposure; or
- D. where the only proof of loss is unexplained or is caused by the disappearance of property without the knowledge as to place, time or manner of its loss. If **your** property was stolen, **you** are required to notify the local police immediately upon discovery. This Endorsement does not provide coverage if **you** fail to notify the police.

VIII. Your Duties

Solely with respect to the coverage provided by this Endorsement, Section V.F is deleted and replace with the following:

You must take all reasonable steps to prevent **Laptop and devices loss**, including:

1. keeping laptops, tablets and other portable computer devices in a proper state of maintenance and repair; and
2. In the event of damage or a warning hazard light, not operating laptops, tablets and other portable computer devices further if it would cause additional damage to do so.

IX. Proof and Appraisal of Loss

Section V.F of the Policy is amended to include the following:

Laptop and devices loss will be appraised as the cost of repair or replacement but not exceeding the lesser of the following options:

- A. the full cost of repair including parts and labor;
- B. replacement cost at the time of loss or adjustment based on a refurbished item of like specifications and quality; or
- C. replacement cost at the time of loss or adjustment based on a new item of like specifications and quality.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC OR TRADE SANCTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

In accordance with the laws, regulations or resolutions of the United Nations, the European Union, any of its member states or the United States, concerning economic and trade embargoes and financial sanctions, this policy is void from its inception with respect to any term or condition of this Policy that violates any such laws, regulations or resolution.

All other terms and conditions of this policy remain unchanged.



U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations;
- and Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



HDI Global Insurance Company

PRIVACY NOTICE

We value your business and your trust in HDI. The privacy and confidentiality of your personal information is among our top priorities. This explains our practices and procedures for securing your personal information before, during and after your relationship with us. We will provide one copy of this Privacy Statement with each policy we issue. Additional copies of this statement are available upon request. Thank you for choosing HDI for your insurance needs.

How We Protect Your Information

We understand the importance of securing your personal information. We have physical, electronic and procedural safeguards in place to protect your nonpublic personal data in compliance with applicable state federal laws. We restrict employee access to customer information only to those who have a business reason to know, in order to provide our products and services to you.

What Personal Information We Collect About You

- We collect nonpublic personal information about you from the following sources, only as our business needs require:
- Information received on applications and other forms – whether in writing, in person, by phone, electronically or by other means - such as names, addresses and employment information.
- Information about your transactions with us, our affiliates, or others associated with our business relationship, and information we receive from insurance agents, consumer reporting agencies, investigators connected with claims adjusting, state motor vehicle departments, inspection services, insurance support organizations or other sources as permitted or required by law.
- Information we receive in medical records or from medical professionals.
- Information otherwise obtained in the claims adjustment process, including litigation.

What Personal Information We Disclose About You

We do not disclose any of our customers' or other persons' nonpublic personal information to anyone, except as permitted or required by law. Permitted disclosures include information to process transactions on your behalf, and information about you or about participants, beneficiaries or claimants under your insurance policy in the normal course of business.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

COMMERCIAL CYBER INSURANCE POLICY

This endorsement modifies this Policy with the addition of the following:

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured(s) or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the below named as the person whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, HDI Specialty Insurance Company, 161 N. Clark Street, 48th Floor, Chicago, IL 60601, or his or her representative, and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal.

NOTHING HEREIN SHALL VARY, ALTER, WAIVE, OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

All other terms and conditions of this Policy remain unchanged.