



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   List View

## General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 724620

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0506

Vendor ID: VS0000034843 

SO Doc ID: MCH2100000001

Legal Name: Accountable Care Transactions Inc

Published Date: 10/13/20

Alias/DBA: Activate Care

Close Date: 10/20/20

Total Bid: \$500,000.00

Close Time: 13:30

Response Date: 10/20/2020 

Status: Closed

Response Time: 11:59

Solicitation Description: QRT CARE COORDINATION  
SOFTWARE SERVICE



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Quick Response Team Care Coordination Tracking Tool				125000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

**Commodity Line Comments:** The contract amount of \$125,000 is based on a 4 year term with no cost change unless workflow or specifications change.

**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				125000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

**Commodity Line Comments:**

**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				125000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

**Commodity Line Comments:**

**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				125000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

**Commodity Line Comments:**

**Extended Description:**

Quick Response Team Care Coordination Tracking Tool  
Optional Renewal Year 3



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

<b>Proc Folder:</b> 724620		<b>Reason for Modification:</b>	
<b>Doc Description:</b> QRT CARE COORDINATION SOFTWARE SERVICE		ADDENDUM 1 TO EXTEND BID OPENING DATE	
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-10-08	2020-10-20 13:30	CRFQ 0506 MCH2100000001	2

**BID RECEIVING LOCATION**

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

**VENDOR**

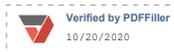
**Vendor Customer Code:**  
**Vendor Name :** Accountable Care Transaction Inc dba Activate Care  
**Address :**  
**Street :** 200 State St 12th Fl  
**City :** Boston  
**State :** MA **Country :** USA **Zip :** 02109  
**Principal Contact :** Greg D'Andrea Market Director **Cindy Coakley RFP Manager**  
**Vendor Contact Phone:** 508-769-5492 **Extension:** 781-500-9583

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor  
 Signature X**

*Greg D'Andrea*



**FEIN#**

46-0758998

**DATE**

10/20/2020

**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 (VIPPP), 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

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2	Optional Renewal Year 1			\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

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Quick Response Team Care Coordination Tracking Tool  
Optional Renewal Year 1

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3	Optional Renewal Year 2			\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

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Quick Response Team Care Coordination Tracking Tool  
Optional Renewal Year 2

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Optional Renewal Year 3			\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

**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

	Document Phase	Document Description	Page
MCH210000001	Final	QRT CARE COORDINATION SOFTWARE SERVICE	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

**BID RECEIVING LOCATION**

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

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**FOR INFORMATION CONTACT THE BUYER**

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

Vendor  
 Signature X

*Greg D'Andrea*



**FEIN#** 46-0758998

**DATE** 10/20/2020

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**Extended Description:**

Quick Response Team Care Coordination Tracking Tool

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3	Optional Renewal Year 2			\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
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Optional Renewal Year 2

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Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

**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

	Document Phase	Document Description	Page
MCH210000001	Final	QRT CARE COORDINATION SOFTWARE SERVICE	4

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<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-09-24	2020-10-14 13:30	CRFQ 0506 MCH2100000001	1

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**Principal Contact :** Greg D'Andrea Market Director RFP Manager - Cindy Coakley cindy@activatecare.com  
**Vendor Contact Phone:** 508-769-5492 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X** *Greg D'Andrea*  **FEIN#** 46-0758998 **DATE** 10/19/2020

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Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

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Quick Response Team Care Coordination Tracking Tool

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Optional Renewal Year 1			\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

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Quick Response Team Care Coordination Tracking Tool  
Optional Renewal Year 1

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Optional Renewal Year 2			\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

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Quick Response Team Care Coordination Tracking Tool  
Optional Renewal Year 2

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Optional Renewal Year 3			\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

**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

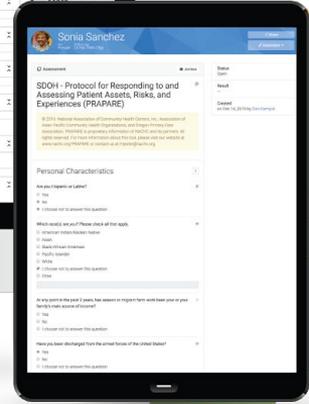
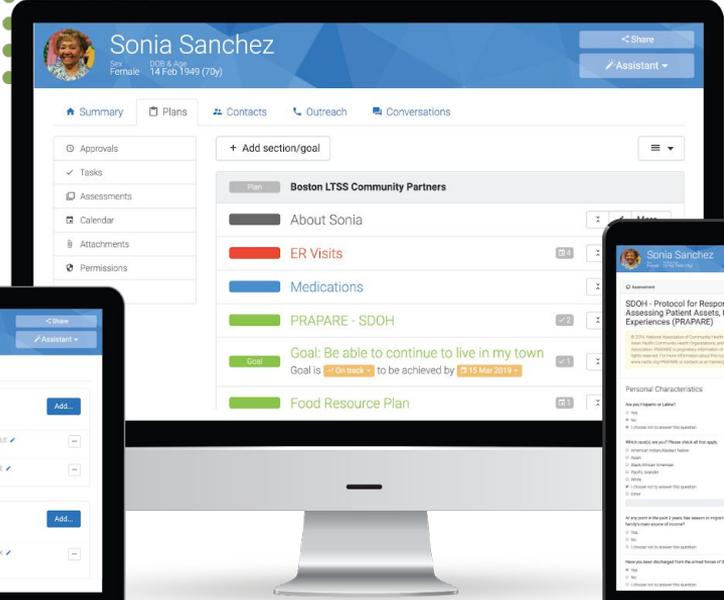
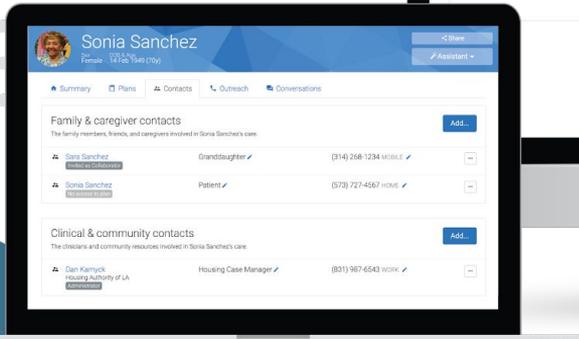
	Document Phase	Document Description	Page
MCH210000001	Final	QRT CARE COORDINATION SOFTWARE SERVICE	4

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**West Virginia  
Quick Response Care  
Coordination  
Introduction to Activate  
Care's Platform**





# Community Care Coordination Tools

# Home Screen

West Virginia's  
Care coordinators  
can immediately  
see an overview  
of tasks  
Due Today  
Past Due  
Due Yesterday

The screenshot shows a dashboard for 'Activate Care' with a dark blue header. The header includes a navigation menu (Home, Tasks, Calendar, Patients, Projects, Consents, Analytics), a search bar, and utility icons (gear, chat, notifications with a '31' badge, and a user profile). The main content area is divided into several sections:

- Recent Plans:** A vertical list of patient profiles with their names and dates of birth.
  - Tara Smith, Female - DOB 8 Mar 1979
  - Susana Searfoss, Female - DOB 3 Jun 1983
  - Erica Beale, Female - DOB 13 May 1993
  - Rachael Reis, Female - DOB 3 Feb 1979
  - Maggie Olafson, Female - DOB 1 Jan 1960
  - Cassie Chamberlin, Female - DOB 1 Jan 1960
  - Katrina Perez, Female - DOB 27 Sep 1987
  - Lois Poole, Female - DOB 20 Apr 1954
  - Maria Ramirez, Female - DOB 1 Mar 1956
- Your Stats For Today:** Two large dark grey cards showing '2 patients cared for' and '0 tasks completed'. To the right are four notification boxes: 'No pending access invites', 'No pending event invites', 'No new messages', and 'New notifications 31'.
- Today's Events:** A calendar icon next to 'Susana Searfoss Enrollment and Intake' with a time slot of '6:00pm - 6:30pm' and the event title 'Individual Check In - Virtual Visit'.
- Tasks Assigned To You:** A vertical stack of colored bars representing task counts:
  - Past Due: 0 (pink bar)
  - Due Yesterday: 0 (light blue bar)
  - Due Today: 7 (green bar)

# Tasks Panel

Activate Care

Home Tasks Calendar Patients Projects Consents Analytics

Search...

0 saved filters

Assigned To: Sattler, NP, Jessica

Search tasks...

Clear Show as analytics

**Progress**

- Unfinished 15
- Finished 0

**Assigned To**

- Torres, Ed 22
- Sattler, NP, Jessica 15**
- Gannon, Gail 14
- Fisher, Fernando 12
- Unassigned 12

[View all](#)

**Created By**

- Sattler, NP, Jessica 13
- Torres, Ed 2

**Due date**

- In the Past 0
- Yesterday 0
- Today 4
- Tomorrow 6
- In the Future 11
- Unscheduled 0

**Custom due date range**

From To **Go**

**Task List:**

- Lila Smith** (Enrollment and Intake) - ☆ Document Client Care Team - Assigned To: Jessica Sattler - Due: Today
- Robert Kenny** (Enrollment and Intake) - ☆ Add clients primary care provider as a Care Contact - Assigned To: Jessica Sattler - Due: Today
- Robert Kenny** (Enrollment and Intake) - ☆ Create goals and interventions to address needs identified off of the assessments - Assigned To: Jessica Sattler - Due: Today
- Maggie Olafson** (Social Needs Assessment and Coordination) - ☆ Complete the PRAPARE SDOH Assessment [Click this link to navigate to the assessment.](#) - Assigned To: Jessica Sattler - Due: Today
- Tara Smith** (Substance Abuse) - ☆ Schedule appt for Tara with Psychiatrist - Assigned To: Jessica Sattler - Due: Tomorrow
- Catherine Crawford** (Enrollment and Intake) - ☆ Document Client Care Team - Assigned To: Jessica Sattler - Due: Tomorrow
- John Fordham** (Enrollment and Intake) - ☆ Add clients primary care provider as a Care Contact - Assigned To: Jessica Sattler - Due: Tomorrow

# Community Health Record

Activate Care

Home Tasks Calendar Patients Projects Consents Analytics

Search...

Erica Beale

Sex: Female, DOB & Age: 13 May 1993 (26y), Language: Spanish; Castilian, Home: (415) 548-9439, Best Time: After 10am PST, Pregnancy Status: Pregnant

< Share

Assistant

- Summary
- Needs
- Programs
- Plans
- Contacts
- Outreach
- Conversations
- Consents

- Approvals
- Tasks
- Assessments
- Calendar
- Attachments
- Permissions
- History

+ Add section/goal

Plan **Solid Start**

**Erica's Care Plan**

Erica is a 26- year old mother of Joni and pregnant with her second child due July 1st. She recently lost her job at Safeway and could no longer afford rent so she is living with her sister.

✓ New task   Add an assessment   New event   New attachment   Apply template

**Hospital & Social Alerts**

**Medications**

**Mental Health** Restricted to 2

**Secure affordable housing**  
Goal is In progress to be achieved by 31 Jul 2020

**Food & Nutrition**  
Goal is On track to be achieved by 1 Jul 2020

**Transitional Care Management**

# Care Contacts

Activate Care

Home Tasks Calendar Patients Projects Consents Analytics

Search...

Settings Chat Notifications 31 Profile

Erica Beale

Sex: Female | DOB & Age: 13 May 1993 (26y) | Language: Spanish, Castilian | Home: (415) 548-9439 | Best Time: After 10am PST | Pregnancy Status: Pregnant

Share Assistant

Summary Needs Programs Plans **Contacts** Outreach Conversations Consents

### Family & caregiver contacts

The family members, friends, and caregivers involved in Erica Beale's care.

Add...

Erica Beale No access to plan	Patient	(415) 548-9439 HOME	Location	More
Joni Beale No access to plan	Daughter	(971) 244-9482 HOME	Location	More

### Clinical & community contacts

The clinicians and community resources involved in Erica Beale's care.

Add...

Dr. Darius Davis Waterfall Clinic Collaborator	PCP	(303) 454-3043 WORK	More
Elana Edwards SF Housing Authority Collaborator	Housing Case Manager	(415) 234-0988 WORK	More
Jessica Sattler CGHC Bridges to Pathways Administrator	Community Health Worker	(541) 277-2354 HOME	More
Dr. Melanie Thomas Solid Start Administrator	Psychiatrist		More

# Consents



Activate Care

Home Tasks Calendar Patients Projects Consents Analytics

Search...

Settings Chat 31 Profile

 **Erica Beale** <Share>

Sex: Female | DOB & Age: 13 May 1993 (26y) | Language: Spanish; Castilian | Home: (415) 548-9439 | Best Time: After 10am PST | Pregnancy Status: Pregnant | <Assistant>

[Summary](#) [Needs](#) [Programs](#) [Plans](#) [Contacts](#) [Outreach](#) [Conversations](#) **Consents**

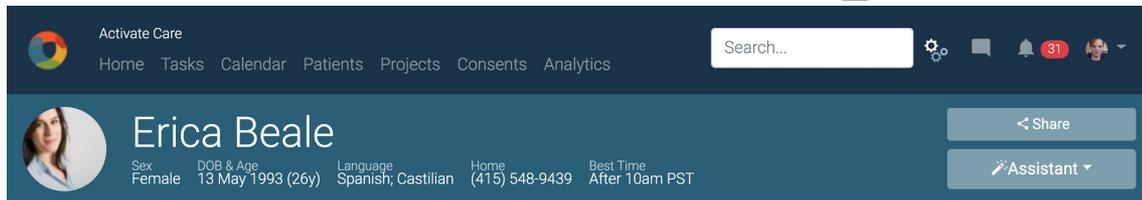
Consents help you track legal documents that are required to care for your patient.

Name	Date Valid	Date Expires	Uploaded
+ <a href="#">New Consent...</a>			
 <a href="#">42 CFR Part 2</a>	22 Apr 2020	23 Apr 2021	22 Apr 2020 by <a href="#">Jessica Sattler</a>
 <a href="#">ROI</a>	22 Apr 2019	20 May 2020	22 Apr 2020 by <a href="#">Jessica Sattler</a>



# Health & Social Referral Management Tools

# Health & Social Needs Tracking



Activate Care

Home Tasks Calendar Patients Projects Consents Analytics

Search...

Sex: Female, DOB & Age: 13 May 1993 (26y), Language: Spanish, Castilian, Home: (415) 548-9439, Best Time: After 10am PST

Share Assistant

- Summary
- Needs
- Programs
- Plans
- Contacts
- Outreach
- Conversations
- Consents

The following service needs have been identified for Erica. Anyone who can see Erica can see these needs. Drag the  icon to move needs into priority order.

Service need	Status	Date added	Programs
<a href="#">+ Add a service need</a>			
 Housing	Identified	Added 3 Mar 2:27 PM by Jessica Sattler	<a href="#">Search programs</a> for this need in your CareHub™

# The CBO Perspective *Referral in Progress*

The screenshot displays the 'Activate Care' software interface. At the top, there is a navigation bar with a search box and icons for settings, notifications, and user profile. Below this is a patient profile for Erica Beale, including her photo, name, sex (Female), date of birth (13 May 1993, 26y), language (Spanish, Castilian), home phone (415) 548-9439, and best time (After 10am PST). A navigation menu below the profile includes Summary, Needs, Programs, Plans, Contacts, Outreach, Conversations, and Consents. The main content area is titled 'REFERRALS TO NEW PROGRAMS' and contains a search box and a list of programs, with 'New Beginning Center' selected. The details for this referral are shown in a card format, including status (Services Delivered), program name (New Beginning Center by Housing Now), address (1385 S. Jefferson Pkwy, Olivio, CA 99900), needs (Residential Housing), submission date (22 Apr 2020 7:16 PM), submitter (Jessica Sattler), and eligibility (2 of 2 confirmed: Single adult, Age 18 or over). At the bottom, there are sections for 'Conversation with New Beginning Center' and 'Attachments'.

Activate Care

Home Tasks Calendar Patients Projects Consents Analytics

Search...

Share

Assistant

Summary Needs Programs Plans Contacts Outreach Conversations Consents

REFERRALS TO NEW PROGRAMS

Find a program

New Beginning Center  
Referral Services Delivered

Referral to New Beginning Center

**Referral status** Services Delivered  
Last updated at 22 Apr 2020 7:17 PM by Stephanie Potter

**Program** New Beginning Center  
by Housing Now  
New Beginnings Center is an 80-bed shelter for single homeless adults, combining shelter, job training and work experience opportunities. The center operates as a housing-focused shelter, meaning all residents are expected to engage in developing plans for stable housing. A total of 16 beds are set aside for homeless veterans in a partnership with the U.S. Department of Veterans Affairs.  
1385 S. Jefferson Pkwy Olivio, CA 99900

**To Address Needs** Residential Housing

**Submitted** 22 Apr 2020 7:16 PM

**Submitted by** Jessica Sattler  
Solid Start  
(541) 277-2354  
jessica@act.md

**Eligibility** 2 of 2 confirmed  
 Single adult  
 Age 18 or over

Conversation with New Beginning Center

You can communicate directly with New Beginning Center, the program that received this referral. They will receive a notification about your message.

Attachments

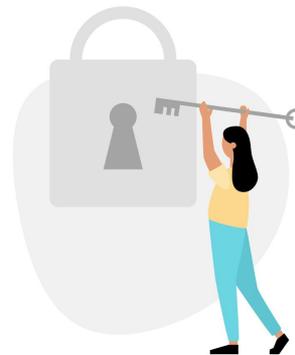
Send files to New Beginning Center by attaching them below.

# The CBO Perspective *Onboarding*

## Activate Care

### Welcome to **SanOlivioCares**

Catholic Charities of San Olivio has been invited to join **SanOlivioCares**, a platform that allows community organizations like yours to receive referrals from care coordination programs in the area, at no cost to you.



#### Set your password

Username

cbo2contact@act.demo

Password

Your password must be more than 8 characters in length and needs at least one uppercase letter, one lowercase letter, one number, and one special character.

Repeat password

One more time to make sure we get it right.

I have read, understood and agree to the [Activate Care Terms of Service](#) and [Privacy Policy](#).

To facilitate the sharing of referral data, SanOlivioCares has established the following Hub Agreement for participating organizations:

Hub Agreement Document to be agreed to by a CBO when agreeing to join a Hub. Terms are between CBO and Convening Organization (CO). CBO agrees to: Data sharing Respect Terms of Service and Privacy Policy Not access any patient information without specific permission from the CO in the context of a referral or shared patient privileges Not share any patient information with anyone not an official employee or agent of the CBO without express permission from the CO Not to use the shared information for any purpose other than the services it has agreed to without express permission from the CO Only refer or extend shared patient privileges with other organizations or individuals known to be involved in patient assessment or care Alert the CO immediately if any information is inadvertently shared Once a referral or permission to share patient data is revoked by the CO, refrain

My organization accepts the Hub Agreement, and I am authorized to say so.

Continue »

Powered by  
 Activate Care

Copyright © Accountable Care Transactions, Inc. 2013-2020  
[Activate Care Terms of Service](#) - [Privacy Policy](#)

ights Reserved.



# Reporting & Data Analytics Tools

# Analytics View

## Whole Person Care Program

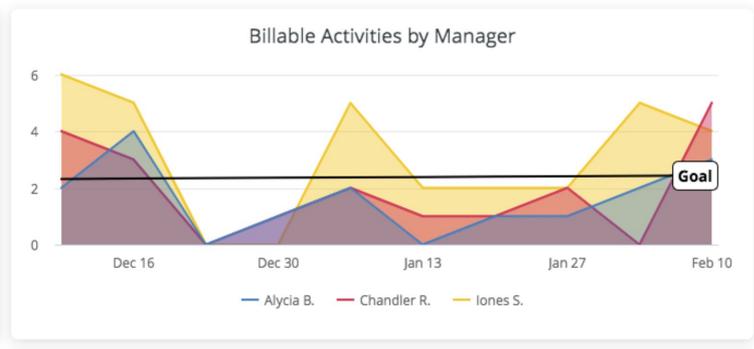
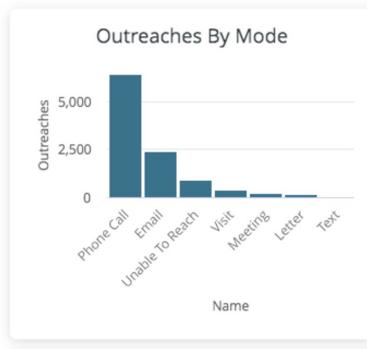
🔄 ⋮ BETA

[Click here for Outreach details](#)

[Click here for Member details](#)

[Click here for Task details](#)

## Care Manager Performance



Powered by Looker

# Analytics View

## Whole Person Care Program

RELOAD BETA

### Reimbursable Activities This Month

1,029  
Outreaches

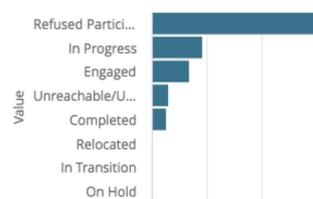
1,587  
PMPM

72%  
Task Completion

#### Outreaches Trend



#### Enrollment Status (PMPM)



#### % of Total Tasks

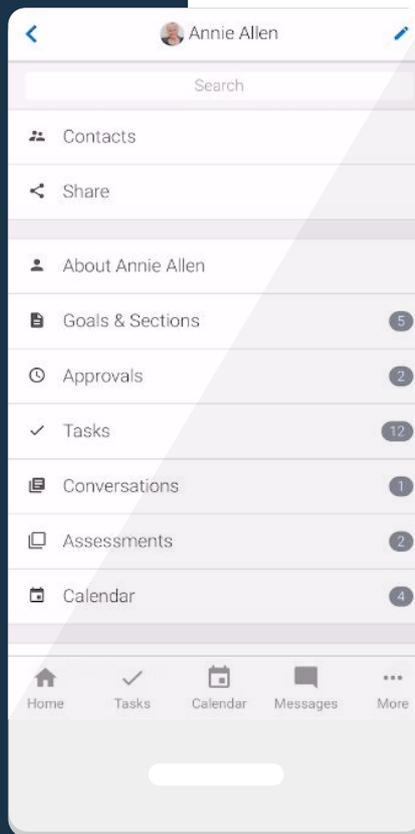
	Task Sta...	Tasks Info	% of Tot...
1	Completed,...	4,223	72%
2	Not compl...	1,520	26%
3	Not compl...	124	2%
To...		5,867	100%

Powered by Looker



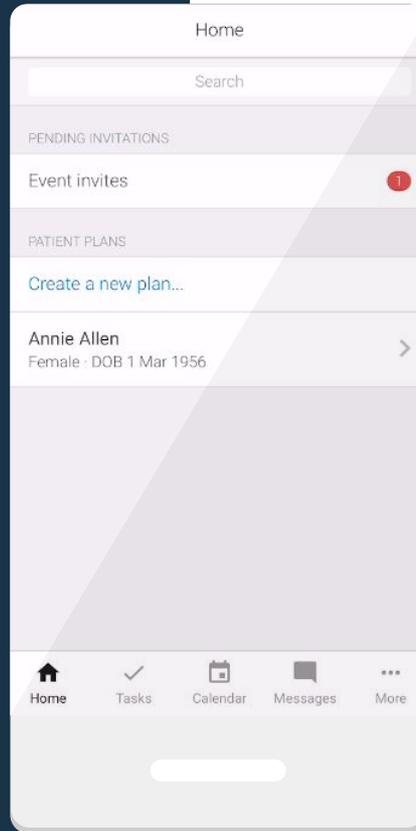
# Patient/Member & Family View

# Member & Family view



- 
1. Care teams can choose sections of the care plan to download or share based on access to information
  2. Patients/ families can access their care plan on their phone or any from web-based device
  3. Sections with highly sensitive information that is restricted is excluded automatically
  4. Ensure member and family-centeredness by identifying family needs and goals that can be supported by a care coordinator.

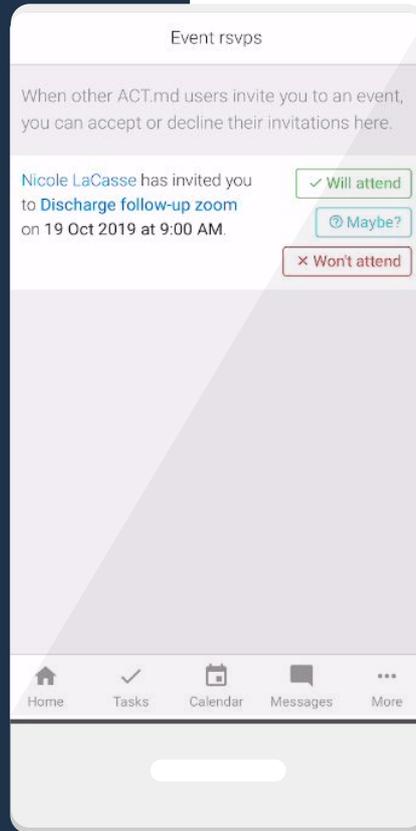
# Event Notifications



Members, family, or caregivers can get real-time alert notifications for critical events such as an admission, or discharge

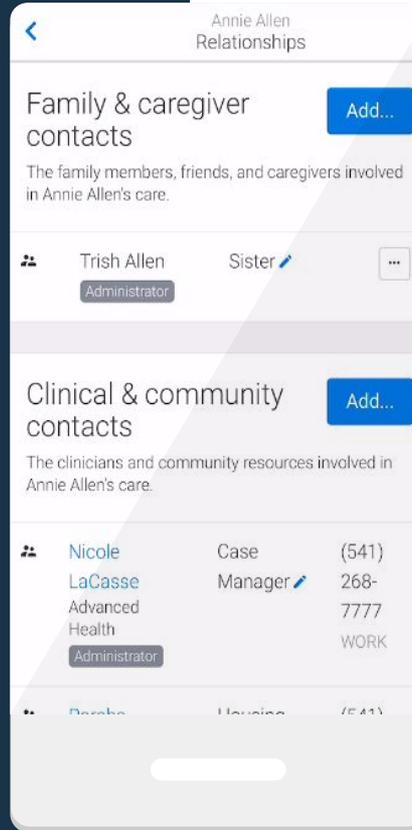


# Deliver personalized experience to meet members families on their terms



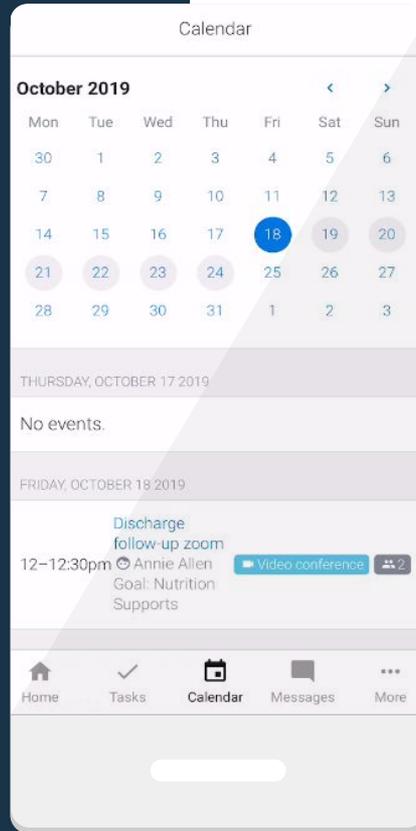
Deliver personalized health education tailored to social and lifestyle needs, within the context of their clinical needs, so the member can visualize how therapeutic lifestyle changes can have a positive, direct impact on health

# Care Team Navigation



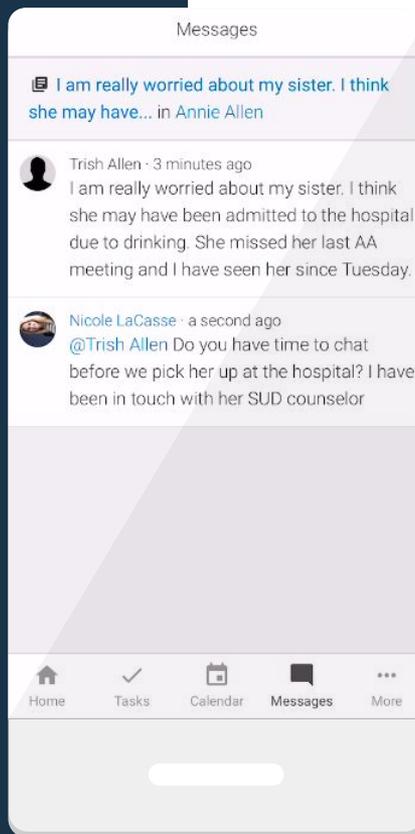
1. Easily understand all participants on the care team
2. Can send secure messages to one team member/ across the team
3. Can control access to sections of the care plan based on role and access permissions

# Calendar



Easy-to-view calendar provides a one-stop view of all appointments and events with engagement across the care team

# Ensure closed-loop communication



1. Deliver health support through a combination of secure, messaging, video chat, phone calls so members can choose the method that meets their needs in the moment
2. Provide opportunities for more frequent support and guidance rather than intermittent calls



**Activate** Care

*We are on a mission to help the world act differently to achieve better health outcomes.*



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

<b>Proc Folder:</b> 724620			<b>Reason for Modification:</b>
<b>Doc Description:</b> QRT CARE COORDINATION SOFTWARE SERVICE			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
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 :** Accountable Care Transaction Inc dba Activate Care

**Address :**

**Street :** 200 State Street 12th Fl

**City :** Boston

**State :** MA **Country :** USA **Zip :** 02109

**Principal Contact :** Greg D'Andrea Market Director **Cindy Coakley RFP Manager**

**Vendor Contact Phone:** 508-769-5492 **Extension:** 781-500-9583

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

**Vendor Signature X** *Greg D'Andrea*  **FEN#** 46-0758998 **DATE** 10/19/2020

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	1		\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

**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	1		\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

**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	1		\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

**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	1		\$125,000	\$125,000

Comm Code	Manufacturer	Specification	Model #
43232300	Activate Care		

**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

Revised 01/09/2020

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

Revised 01/09/2020

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

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:** **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 tbd days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for see service level year(s) thereafter.  
agreement SLA

**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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked 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.

Acknowledged

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 DHHR  
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.

Acknowledged

**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](mailto: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 hearth, 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.

Greg D'Andrea Market Director *Greg D'Andrea* 

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(Name, Title)  
Gred D'Andrea Market Director

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(Printed Name and Title)  
200 State St 12th Fl Boston, MA 02109

---

(Address)  
508-769-5492 855-632-2863

---

(Phone Number) / (Fax Number)  
greg@activatecare.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.

Accountable Care Transactions Inc dba Activate CAre

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(Company)  
*Cindy Coakley*  RFP Manager

---

(Authorized Signature) (Representative Name, Title)  
Cindy Coakley RFP Manager

---

(Printed Name and Title of Authorized Representative)  
10/19/2020

---

(Date)  
781-500-9583 855-632-2863

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(Phone Number) (Fax Number)

**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)*

Also have Software as a service Addendum and HIPAA Addendum

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

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

Accountable Care Transaction Inc dba Activate Care

Company

*Cindy Coakley*



Authorized Signature

10/19/2020

Date

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

**REQUEST FOR QUOTATION**  
**CRFQ MCH2100000001**  
**Quick Response Team Care Coordination Software as a Service**

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**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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- 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 overdose 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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**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:** Elise Tatosian  
**Telephone Number:** 855-632-2863  
**Fax Number:** 855-632-2863  
**Email Address:** elise@activatecare.com

## **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.

## 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Vendor: Accountabel Care Transaction Inc  
dba Activate Care

Signature: Cindy Coakley  Verified by PDFFiller  
10/19/2020

Title: RFP Manager

Date: 10/19/2020

## 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: Accountable Care Transaction Inc dba Activate Care

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: Imre Fitos  
Email address: imre@activatecare.com  
Phone Number: 855-632-2863

## 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](http://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](mailto: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 21<sup>st</sup>  
DAY OF Jan 20 13

BY   
Patrick Morrisey  
Attorney General

**AGREED:**

**Name of Agency:**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name of Associate:**

**Signature:** Cindy Coakley 

**Title:** RFP Manager

**Date:** 10/19/2020

**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. 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](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://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:** Accountable Care Transaction Inc dba Activate Care **Address:** 200 State St 12th Fl Boston, MA 02109

**Name of Authorized Agent:** Cindy Coakley **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:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

***Notary Verification***

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**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: Accountable Care Transaction Inc dba Activate Care

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_



### **ACTIVATE CARE RESPONSE**

State of West Virginia Centralized Request for Quote Info Technology

**Solicitation No:** QRT CARE COORDINATION SOFTWARE SERVICE

CRFQ 0506

Version 2020-09-24 MCH2100000001

**Accountable Care Transactions Inc dba  
ACTIVATE CARE  
CORPORATE HEADQUARTERS  
200 STATE STREET, 12TH FLOOR  
BOSTON, MA 02109**

**Greg D'Andrea, Market Director (Sales)  
Phone: 855-632-2863/Mobile: 508-769-5492  
EMAIL: [greg@activatecare.com](mailto:greg@activatecare.com)**

Cindy Coakely, RFP Manager  
Phone: 781-500-9583  
EMAIL: [cindy@activatecare.com](mailto:cindy@activatecare.com)

West Virginia:

On behalf of everyone at Activate Care, thank you for giving us the opportunity to propose a solution to your Quick Response Care Coordination Software needs. It is our hope that this proposal will give you an understanding of our capabilities. We are certain that we can meet your requirements, and we share your commitment to high-quality data sharing in order to enhance the delivery of QRT programs throughout West Virginia.

We are confident you will find Activate Care's data management and reporting capabilities are uniquely suited to your goals of encouraging communication and collaboration among all related community providers, organizations, interested government agencies, and educational institutions.

It is our hope that we have the opportunity to demonstrate these abilities.

Upon reviewing this proposal, please feel free to contact me with any questions or concerns.

Thank you again for this opportunity.

Sincerely,

Greg D'Andrea  
Market Director

Cindy Coakley  
RFP Manager

## Pricing

Unit		Price
<b>Care Coordination and Referral Management Plans</b>		
QRT CARE COORDINATION SOFTWARE SERVICE Platform	Initial year	\$125,000



	Year 1 renewal	\$125,000
	Year 2 renewal	\$125,000
	Year 3 renewal	\$125,000
QRT Care Coordination - Full care coordination capabilities for one additional program, in-tool record creation, unlimited users and care team members. Up to 250 records, and 10 hours of training and support in the first 30 days.		

**REQUEST FOR QUOTATION**

**CRFO MCH210000001 Quick Response Team Care Coordination Software as a Service**

For the last eight years, Activate Care has worked with hundreds of healthcare, social services, HIE, and 211 organizations and supported countless diverse community information exchange projects. We specialize in supporting cross-sector interventions for individuals with intersecting medical, behavioral, and social needs. Our focus on high-cost, high-risk members helps inform population health strategies of our customers.

Our experience includes peer-reviewed community information exchange research projects, published in academic journals including the Journal of the American Medical Informatics Association, and funded by leading innovation funders including PCORI, CMMI, HRSA, and others. We have translated these experiences into a platform and service model for organizations like West Virginia, who are seeking to enable whole person care and reduce barriers to individuals getting the medical, behavioral, and social services they need.

**University of Iowa Hospitals and Clinics (UI)**

Recognized as one of the best hospitals in the United States, this is Iowa's only comprehensive academic medical center and a regional referral center. UI Hospitals and Clinics and UI Children's Hospital together deliver quality care in collaboration with University of Iowa Physicians, the state's largest multi-specialty medical and surgical group practice composed of faculty physicians of the UI Roy J. and Lucille A. Carver College of Medicine. These partners work together as University of Iowa Health Care, to provide member care, conduct biomedical research, and train the next generation of health professionals.

**Description of Program:**

The University of Iowa's Division of Child and Community Health (UI DCCH) focused on developing a Shared Plan of Care (SPoC) template and protocol that was used in coordinating care across systems for Children and Youth with Special Health Care Needs (CYSHCN).

The Division of Child and Community Health serves medically complex children who are either served by:

1. Medicaid Insurance and stratified as "severe"
2. Part of the Children's Mental Health Waiver enrolled in the Pediatric Integrated Health Program Children

Through time-bound Title V funding, six Child Health Specialty Clinics (part of the Division of Child and Community Health, which has 14 total) leveraged the Activate CareHub™ to develop the Shared Plan of Care (SPoC) and execute upon protocols established for cross organization team-based care.

#### **Why they selected the Activate CareHub™:**

- Through a process of family-centered, team-based care coordination; SPoC's were jointly developed among the families, clinicians, care navigators, and the school/family advocate
- Created a SPoC to include and highlight the necessary information to ensure issues affecting a child's health and health care were identified and accessible across systems - as well as ensure the activities and accountability for those activities were documented (within the clinic, at home, or in the school)
- Centralizing the SPoC enhanced information exchange and strengthened the relationship between providers and families, and improved perceived quality of care outcomes including:
  - Enhanced member safety
  - Caregiver health and well-being
  - Patient- and family-centered care

#### **Key Players:**

- Dr. Thomas Scholz - Division Director
- Drew Martinez - Program Coordinator

#### **Iowa's Shared Plan of Care Implementation with Activate Care:**

UI DCCH began implementing SPoCs for children and youth with Serious Emotional Disturbance (SED) served through the Pediatric Integrated Health (PIH) program in 2016 to improve care coordination for this population. In 2017, UI DCCH expanded SPoCs into its nine other Child Health Specialty Clinic (CHSC) regional centers.

The CHSC care teams had flexibility in determining which children or youth enrolled in their centers would benefit from a SPoC. The participating clinics and health homes used a standardized SPoC template developed by UI DCCH based on the Lucile Packard Foundation report, Achieving a Shared Plan of Care with Children and Youth with Special Health Care Needs.

Working closely with families, social workers typically lead the creation of the SPoC for children served by PIH, while nurses lead the development of SPoC at non-PIH centers. The care teams were responsible for educating families about the purpose of the SPoC, supporting them in identifying goals, and guiding them through the development process. The Family Leadership Training Institute in Iowa also conducted formal training for families of CYSHCN on leadership, advocacy, and family-professional partnerships, and provided education on the SPoC as an effective way to promote family-centered care. The experience of this implementation has been featured widely in the complex child health community, including by the National Association for State Health Policy (NASHP) in the policy brief, [Iowa Case Study: Shared Plans of Care to Improve Care Coordination for CYSHCN](#). (In this brief, Activate Care is referenced as ACT.md. In early 2020, ACT.md rebranded to Activate Care.)

### **Boston Medical Center (BMC)**

Boston Medical Center (BMC) is a 487-bed academic medical center that is the primary teaching affiliate of Boston University School of Medicine. It is the largest safety-net institution and busiest provider of trauma and emergency services in New England. Since 2014, Activate Care has been a trusted coordination, screening, and referral platform for child health programs:

**Telehealth Epilepsy Care Collaborative:** Funded by HRSA, BMC's Comprehensive Epilepsy Center uses Activate Care's care planning and coordination tools to create a Virtual PCMH for families of children with neurological disorders. The Virtual PCMH model leverages Activate Care's advanced telemedicine applications to expand access to epilepsy care for children and youth up to age 24 with epilepsy. BMC specialists work in an integrated care model with FQHCs and local primary care teams to design care and seizure action plans in Activate Care, in a manner that reduces travel burden on vulnerable families, improving family quality of life and increasing access to care.

Families have direct access to their care plans, and the BMC team has integrated care for more than 2,500 children and completed thousands of hours of coaching families on using our telehealth tools.

**Massachusetts Alliance for Complex Care (MACC):** Funded by CMMI, this statewide cross-hospital collaboration served medically complex children over three years using the Activate CareHub to provide team-based care for families of children with medical complexity. The project tested a Collaborative Care Coordination and Consultative Model for Complex Kids (the 4C, or "Foresee" Program) which paired Complex Care Nurse Care Coordinators and Pediatricians at MACC sites in Boston and Springfield with pediatricians in the community to enhance and improve the care delivered to children with medical complexity in local medical home-like settings. Prior to enrolling in the MACC, families completed a comprehensive process of intake, multi-disciplinary assessment and care planning which served as the basis for a Comprehensive Care Plan for the child and family inside Activate Care. All local pediatricians referring

children to the MACC also gained access to consultation by a Psychiatrist, Developmental/ Behavioral Pediatrics Specialist, Clinical Social Worker, and Nutritionist, facilitated by Activate Care. Families gained access to the services of a Family Navigator to help them overcome access barriers, advocate for them, and coordinate among multiple agencies. Families and care teams worked together inside Activate Care to develop an individualized care plan, incorporating social and lifestyle needs, family priorities, and family-friendly language.

#### **BMC MACC Parent Testimonial:**

“I have a 3-year old with chronic and persistent asthma, so we would be at the hospital every week. When my child is in the ER, I need to list all their meds and how many times they’ve been in the hospital. I can’t remember it all. So I pull up Activate Care on my phone and give it to the doctor. It works. And you can always see what the care team thinks and what’s going on. I would strongly recommend it to other parents. I love it.”

#### **BMC MACC Program Results:**

- 40% reduction in avoidable inpatient visits, with 29% reduction in length of stay.
- Significant improvements in child health status and parental anxiety and depression.
- Increased Quality of Life scores reported by parents of medically complex children.

**Housing Rx (Housing Prescriptions as Healthcare):** Housing Prescriptions as Health Care was an integrated care project led by Children’s HealthWatch at Boston Medical Center in response to the Boston Foundation’s Health Starts at Home Initiative. The overall goal of this program was to design and stock a “housing pharmacy” of new therapies and combinations of therapies developed through a collaborative of partners across the health, housing, social and legal professional service sectors. Uniquely, the diagnostic and triage process for these innovative therapies was first piloted in the healthcare setting at Boston Medical Center with Activate Care, to address housing instability and prevent homelessness among young children and their caregivers as a treatment to improve child health.

The population for the Housing Prescriptions as Health Care study included families experiencing severe housing insecurity, who have at least one child ages 0-4 years. Children’s HealthWatch data collected from 2010-2014 at Boston Medical Center found 32% of families were behind on rent in the past year and 7% of families moved more than twice in the past year. Previous research by Children’s HealthWatch links multiple moves with increased risks of fair or poor child health and developmental delay. Families who are behind on rent are also at risk of fair or poor health, developmental delays, and are below average in length/height, a marker for under-nutrition. Given the significant associations between housing insecurity and child health outcomes, this project was tailored to address challenges faced by families who are severely housing insecure and who are classified as high healthcare utilizers by industry standards

(defined as  $\geq 3$  emergency department visits in one year).

The integration of a range of housing, social and legal services and resources to address housing insecurity integrated various community organizations into “more than simply a referral network” according to project lead Dr. Megan Sandel. They are organizations with decades of experience in offering housing, social and legal services to address housing insecurity and creating new innovations in these sectors. Each partner was instrumental in both offering services and creating new strategies to reduce housing insecurity.

In the [April 2020 issue of respected journal Health Affairs](#), Dr. Megan Sandel and team shared results from the integrated model of care, including:

- Unadjusted results demonstrated significant decreases between baseline and six months in homelessness and multiple moves in both groups. Being behind on rent decreased significantly in the intervention group but not the control group.
- Within the intervention group but not the control group, there were significant changes in child health status, PHQ-2 score, and GAD-2 score.
- Further investigation within the intervention group found that the families that moved into public housing apartments at six months had a significantly better mean GAD-2 score than those that had not moved (0.70 versus 2.48)
- Our difference-in-differences analysis demonstrated significantly greater improvements in child health status and parental anxiety and depression scores among those in the intervention group, compared to the control group. Over the six-month study period, the share of children with fair/poor health decreased by 32 percentage points more in the intervention group than in the control group. In the same period, the average GAD-2 score declined by 1.38 points more in the intervention group, and the average PHQ-2 score declined by 1.04 points more.

**Family Navigation (FN):** Funded by NIMH, this evidence-based care management strategy is a promising intervention currently under investigation. It is designed to integrate care and services to help low income and minority families access timely mental health services. Despite significant evidence supporting the effectiveness of FN, concerns exist about the ability to disseminate FN to a broad population due to inefficiency and cost. This study employs an innovative research methodology, the Multiphase Optimization Strategy (MOST), a framework for developing highly efficacious, efficient, scalable, and cost-effective interventions. The investigators will conduct a randomized experiment to assess the individual components of FN and identify which components and component levels have greatest effect on access to, and engagement in, diagnostic and treatment services for children with mental health disorders. This information then guides assembly of an optimized FN model inside Activate Care that achieves the primary care coordination, screening, and referral outcomes with least resource consumption and participant burden, supported by Activate Care’s analytics.

### **Oregon Health and Science University (OHSU)**

In the state of Oregon, one in five children under age 18 has a special health care need, and 44% of these children have a condition that affects their daily activities. They require health and related services of a type or amount beyond that required by children generally. Based at Doernbecher Children's Hospital at Oregon Health & Sciences University (OHSU), the Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) is Oregon's public health agency designated to help these children and their families navigate care.

OCCYSHN coordinates efforts among county public health departments in Oregon and 90+ partners across the state. In their care coordination model, public health nurses employed by counties visit families in their homes to assess needs and collect information in the pursuit of care coordination. Activate Care equips these nurses with electronic shared plans of care to track a child's health information, continuously coordinate care amongst families and care team members in the community, and maintain real-time, actionable care plans, accessible to all members of the care team, including parents and families.

#### **OHSU Parent Testimonial:**

"Having access to Activate Care has really changed our lives. We needed wraparound services for my grandbaby. Referrals were getting dropped. Healthcare providers weren't talking to each other. I didn't know what was going on. It seemed like nobody wanted to help. When I got Activate Care, I got to add everybody I wanted to be in my support group. My Home Visiting Program Manager brought in her care team. We had our first meeting with everybody together, and they pulled up my grandson's information on the screen.

I was waiting for everybody in the room to hit me with a load of questions, and make me go back to the beginning. But I didn't have to do that. They all had everything they needed right in Activate Care. No more pre-doctor's appointments to explain things in advance of a doctor's appointment. No more running around. The care team had the tools they needed to do their work, they could understand what was needed, and they could manage the referrals as a team.

The mobile app is a piece of cake. The other day we were having problems with my grandson's liquid nutrition. I sent a message to the team on the app. Within a half hour, they messaged me back. Then I got a call from the nutrition provider saying food was on the way. If I'm in a crisis with my grandson, I send a message in Activate Care and the team is on it - immediately. I've never waited more than 24 hours for any response and I always see the outcome of that response. It is nothing like the patient portal. It's so much more.

I really recommend this. If you think about how much time it frees up for our doctors, how much money it saves, how easy it makes things for everybody... Within a week of getting Activate Care, my life had changed for the positive.”

### **OHSU Program Results:**

Children enrolled in Medicaid who receive OCCYSHN’s care coordination services are:

- 13% less likely to visit the emergency room.
- Twice as likely to receive annual flu immunizations.
- 28% more likely to complete annual well child care visits.
- 21% more likely to complete annual dental care visits.

### **1) North Coast Health Improvement and Information Network (NCHIIN).**

NCHIIN is a not-for-profit health information exchange that has partnered with the Humboldt County Department of Health and Human Services in Northern California to focus on reducing emergency department utilization among the indigent, high-need, super-utilizer population. They have expanded into new areas with additional stakeholders in the community, such as schools, jails, and others.

“It is important that our vulnerable, underserved, and often stigmatized populations receive coordinated, whole-person care. To deliver that care, we need a community collaboration platform for the whole continuum, and Activate Care has the experience to help us make this effort a reality.”

-Martin Love, CEO, NCHIIN

### ***Program elements:***

- NCHIIN built an interface between the County Homeless Management Information System (HMIS) and North Coast’s health information exchange, which pulls data from local EHRs and public and private records.
- Through technical integration, NCHIIN sends HMIS eligibility data to Activate Care’s CareHub™ platform to create a personalized care coordination plan. Via NCHIIN’s ADT interfaces with local hospitals and health centers, social service case managers receive alerts inside the platform to prioritize their daily workflow. The social data captured is sent back to the HIE which helps inform clinical case managers when these participants present at local ED.
- With Activate Care, county service agencies track high-risk community members and engage the network of medical and social services that help them get housed and on a path toward health.
- Reduced emergency department utilization by the indigent, high-need, super-utilizer population by 15%.
- Efficiency of case workers has improved through use of Activate Care’s cross-sector alerts, and they are able to better prioritize their activities to focus attention on

individuals who are dealing with an acute event and thus are open to timely, relevant intervention.

## **2) Marin County Whole Person Care Program**

### ***Program elements:***

- Marin County uses Activate Care for coordinated case management for complex participants, high medical and social services systems utilizers, and homeless or precariously-housed county residents. Marin leverages data from jails, public defender's offices, HMIS, the housing authority, health systems and other integrated sources.
- With Activate Care, care coordinators identify participant needs through standardized screenings and assessments which inform the creation of shared participant-centered care plans.

### ***Key results:***

- 41% decrease of people experiencing chronic homelessness.
- Family homelessness is down 28%.
- Youth homelessness is down 10%.
- Homelessness among people with serious mental illness is down 40% and down 10% among people with substance-use disorders.

"We see fewer complex needs participants in the ED - we discharge people faster, connect them to the community better, and see fewer present in the first place... Social services in general have been siloed. Activate Care has helped to flatten these silos - and is opening up these worlds to each other."

-Local Hospital CEO in Marin County, CA

A comprehensive image of the many types of agencies, CBOs, and providers collaborating through the platform in Marin County are depicted in this graphic below:

## Marin County CareHub™



### 3) Providence St. Joseph Queen of the Valley Health Community Benefit Program

#### *Program Elements:*

St. Joseph Health, Queen of the Valley Medical Center, a 208-bed hospital in Napa, California, is improving the health and quality of life for Napa County's most vulnerable populations. The hospital's CARE Network—case management, advocacy, resources and education—delivers timely health care services to chronically ill patients who are low-income and uninsured or underinsured.

Activate Care is proud to support this cornerstone community health investment for Northern California. The Activate CareHub™ platform helps to power this interdisciplinary, whole-person approach to intensive outpatient care management for socioeconomic and medically complex populations.

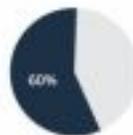
#### **Providence St Joseph - Queen of the Valley's care teams use the platform to:**

- Develop and execute individualized, holistic care plans reflecting patient's goals and priorities
- Manage and track activities associated with a patient's care
- Communicate and collaborate amongst team members securely and efficiently
- Develop and share individualized care plans
- Provide access and a meaningful experience for patients, families, and caregivers
- Track new and unique data to inform and drive process improvement

### **Key Results :**

- 60%+ Reduction in Hospitalizations & Emergency Department utilization
- 21% Lower 30-Day readmission rate compared to overall Hospital Population.

*Activate Care is proud to support this cornerstone community health investment for Northern California. The Activate CareHub™ platform helps to power this interdisciplinary, whole-person approach to intensive outpatient care management for socioeconomic and medically complex populations.*



**60%+ Reduction**  
In Hospitalizations &  
Emergency Department  
utilization



**21% Lower**  
30-Day readmission rate  
compared to overall  
Hospital Population

3.1. Have a minimum of three (3) consecutive years maintaining care coordination software in production environments. Documentation must be provided prior to award. Activate Care has 8+ years of experience supporting care coordination and whole person care software in production.

3.2. Have a minimum of two (2) consecutive years' experience with community opioid response and quick response team/rapid response team concept. We have 2+ years experience supporting California's Whole Person Care program, including quick response systems for serious mental illness. Our implementations team includes clinicians and paramedics, including a nationally-recognized expert on community paramedicine programs. We are confident that our experience with community response/rapid response strategies will be valuable to your teams.

3.3. Experience with successful implementation in rural or geographically isolated settings.

We have implemented care coordination software in rural and geographically isolated settings. Our platform is used to connect care teams, patients, and families across regions.

3.4. Experience with successful collaboration on federal grant reporting, both recurrent and ad hoc requests.

Given the nature of our care coordination work, Activate Care has deep experience contracting with managed care providers, liaising with governmental regulators, and implementing integration and data exchange programs with these and many other stakeholders. Our projects are often subject to stringent regulatory requirements from CMS, state Medicaid offices, and state and local government HHS entities.

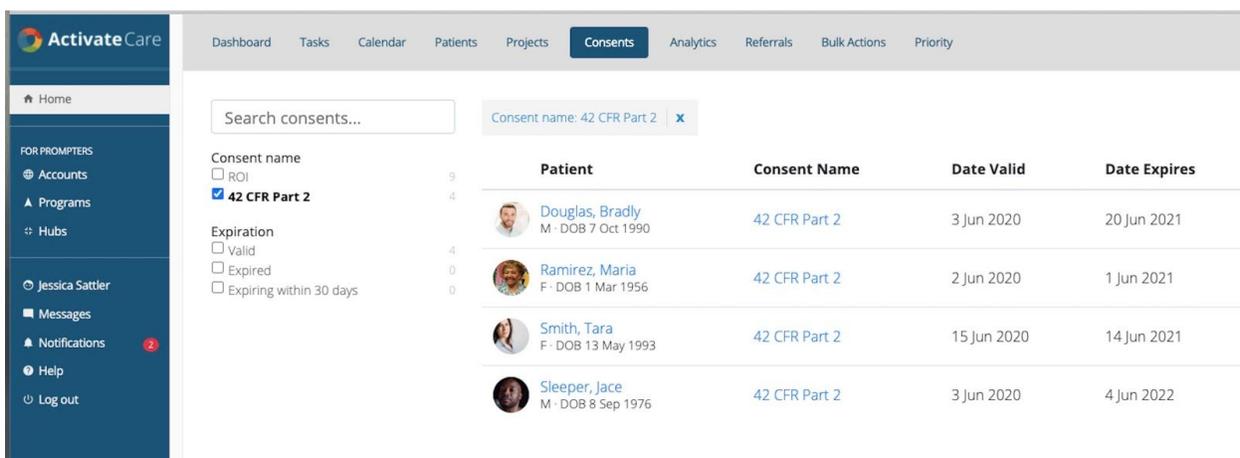
We have directly exchanged data with Medicaid entities across the country.

Examples of recent implementations in diverse publicly-funded healthcare programs include:

- Active implementations in several California counties, where we are contracted with county Health and Human Services departments as part of Medi-Cal's Whole Person Care program.
  - Counties: Marin County, San Joaquin County, and Santa Cruz County.
- Active implementations in several Oregon managed care regions, where we are contracted with local Coordinated Care Organizations (aka MCOs.)
  - Regions: Advanced Health and Columbia Gorge.
- Recent implementations in diverse Medicaid programs.
  - Sample Programs: Massachusetts Medicaid LTSS (Long-Term Services and Supports); Hawaii QUEST Medicaid Care Management.

4.1.1.1 Care Coordination Tracking Tool must be compliant with the Health Insurance Portability and Accountability Act (HIPAA).

Activate Care is compliant with all HIPPA and 42 CFR Part 2 requirements.



Consent name	Patient	Consent Name	Date Valid	Date Expires
<input type="checkbox"/> ROI				
<input checked="" type="checkbox"/> 42 CFR Part 2	 Douglas, Bradly M · DOB 7 Oct 1990	42 CFR Part 2	3 Jun 2020	20 Jun 2021
<input type="checkbox"/> Valid				
<input type="checkbox"/> Expired	 Ramirez, Maria F · DOB 1 Mar 1956	42 CFR Part 2	2 Jun 2020	1 Jun 2021
<input type="checkbox"/> Expiring within 30 days				
	 Smith, Tara F · DOB 13 May 1993	42 CFR Part 2	15 Jun 2020	14 Jun 2021
	 Sleeper, Jace M · DOB 8 Sep 1976	42 CFR Part 2	3 Jun 2020	4 Jun 2022

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.

When QRT staff or other clinicians identify that an overdose event has happened, this is recorded in specific data fields in Activate Care. If overdose event data exists in another system, we can also seek to integrate with that system or capture that data in some form. When an overdose event is identified, the patient can be added to a specific list or roster, and automated workflows can launch a specific intervention or process to occur.

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 overdose and/or have need of follow-up support services

Activate Care can be configured for the QRT to easily document all communication amongst themselves and with their target populations. Our users tell us they appreciate having one place to look at a complete history of outreach, discussion, and current status of care. These tools facilitate transitions of care, follow-up care, and ongoing engagement of patients.

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.

Activate Care is designed to track and document all communications, services provided, treatment plans, and preferences in one place, with the patient at the center. This data and information is captured in an electronic shared care plan that has been deployed in similar scenarios in communities across the country. The shared care plan allows your QRT to see at a glance the current treatment and communication status for their population, and engage in care and communication as they are delivering services to this population.

4.1.1.5 Care Coordination Tracking Tool must be able to document all program and treatment enrollment barriers.

Yes, Activate Care documents all program and treatment enrollment barriers. We can configure data fields to easily capture this information, which could be identified through screening and assessment tools (also configured in Activate Care) or elicited by a clinician during dialogue with the patient and recorded appropriately in Activate Care.

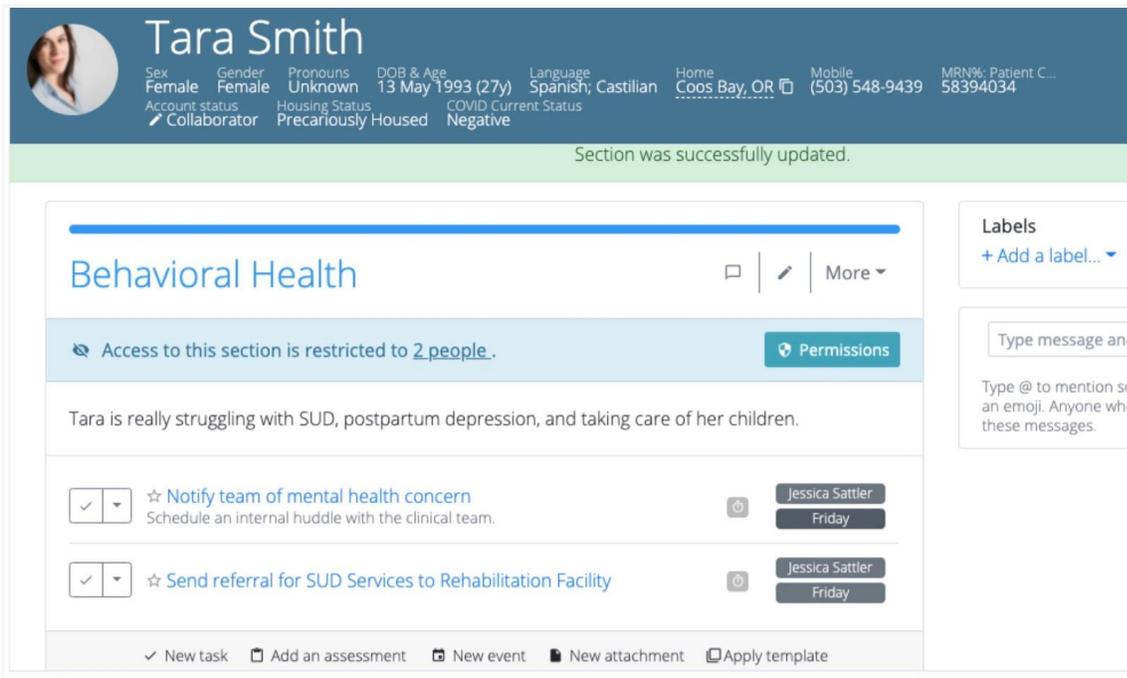
4.1.1.6 Care Coordination Tracking Tool must be able to track naloxone distribution.

Activate Care can set up custom tracking to track the use of Naloxone.

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.

Activate Care excels in this area. We can configure specific program elements by local area, including assessment forms and follow-up process templates. Our team is able to quickly make these changes in the system, and specific individuals within your various programs can also gain editor access to the system so that they can configure any elements without needing to rely on our team.



**Tara Smith**

Sex: Female	Gender: Female	Pronouns: Unknown	DOB & Age: 13 May 1993 (27y)	Language: Spanish, Castilian	Home: Coos Bay, OR	Mobile: (503) 548-9439	MRN#: Patient C... 58394034
Account status: Collaborator	Housing Status: Precariously Housed	COVID Current Status: Negative					

Section was successfully updated.

### Behavioral Health

Access to this section is restricted to 2 people. [Permissions](#)

Tara is really struggling with SUD, postpartum depression, and taking care of her children.

- [Notify team of mental health concern](#)  
Schedule an internal huddle with the clinical team. [Jessica Sattler](#) [Friday](#)
- [Send referral for SUD Services to Rehabilitation Facility](#)  
[Jessica Sattler](#) [Friday](#)

✓ New task   Add an assessment   New event   New attachment   Apply template

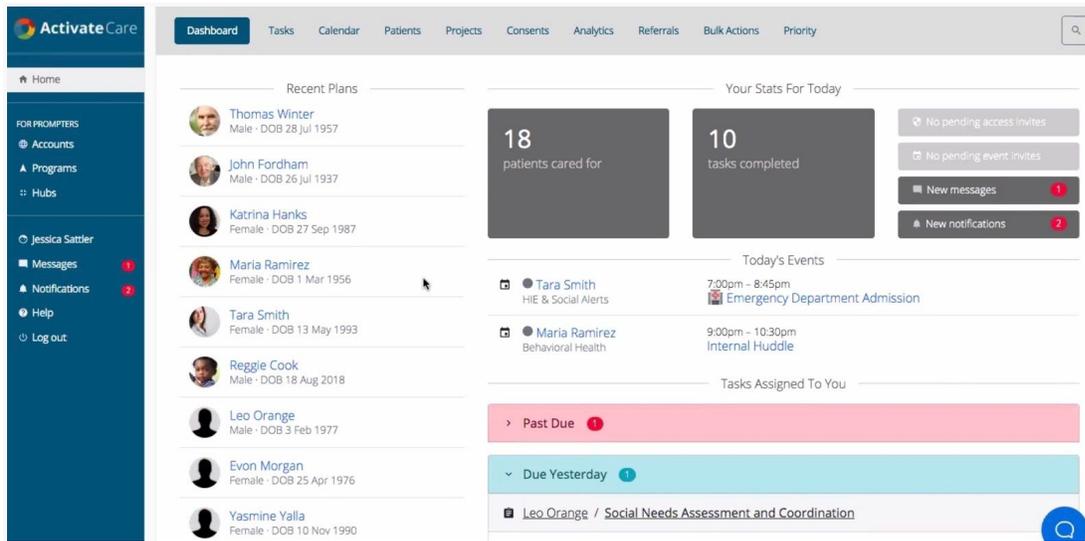
Labels: [+ Add a label...](#)

Type message and

Type @ to mention someone or an emoji. Anyone who sees these messages.

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. Activate Care's standard reporting capabilities include caseloads, contacts attempted, contacts made, and status changes. We can support your team in determining the best way to configure your processes in the platform to track other items including support services, barriers, notes, etc. Reports can be generated weekly or at any required time. Our platform helps care coordinators with their own caseloads information to stay on track.



For more information, please see attached reporting capabilities.

#### 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.

Activate Care subscribes to the agile methodology for software development. This ensures that we take an iterative approach to software development and enables us to efficiently respond to the needs of our customers. Code is released on a weekly cycle that includes new features, bug fixes, and upgrades. Urgent fixes are released as soon as they are ready.

All code that is released to customers undergoes both manual peer review along with automated security checks. Activate Care also runs automated penetration tests against our application every two weeks.

Major product initiatives (new concepts, material changes in functionality, or material changes to the Activate Care User Interface), are socialized as early as possible to both customer end-users via email, update notifications in-app, and customer blog posts. Customers have no responsibility in regards to any updates on our end upgrades happen automatically without any intervention or additional cost.

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

Activate Care can generate reports on cohort-level data, showing you groups of patients by factors including high-risk health related comorbidities. As a customer of Activate CareHub™, there are no limitations on accessing your data and identifying your high-risk health related comorbidities. Our **customers own all of the data** stored within the platform and can be easily exported. By virtue of our strength in data integration, we offer similar strengths in analytics and reporting. Activate Care offers access to all your community's operational, population, and process data in the following ways:

### **In-tool downloads, exports, and reports**

**Standard Exports:** straight from the platform, pull/schedule data extracts for your assessments, custom fields, outreaches, plans or tasks.

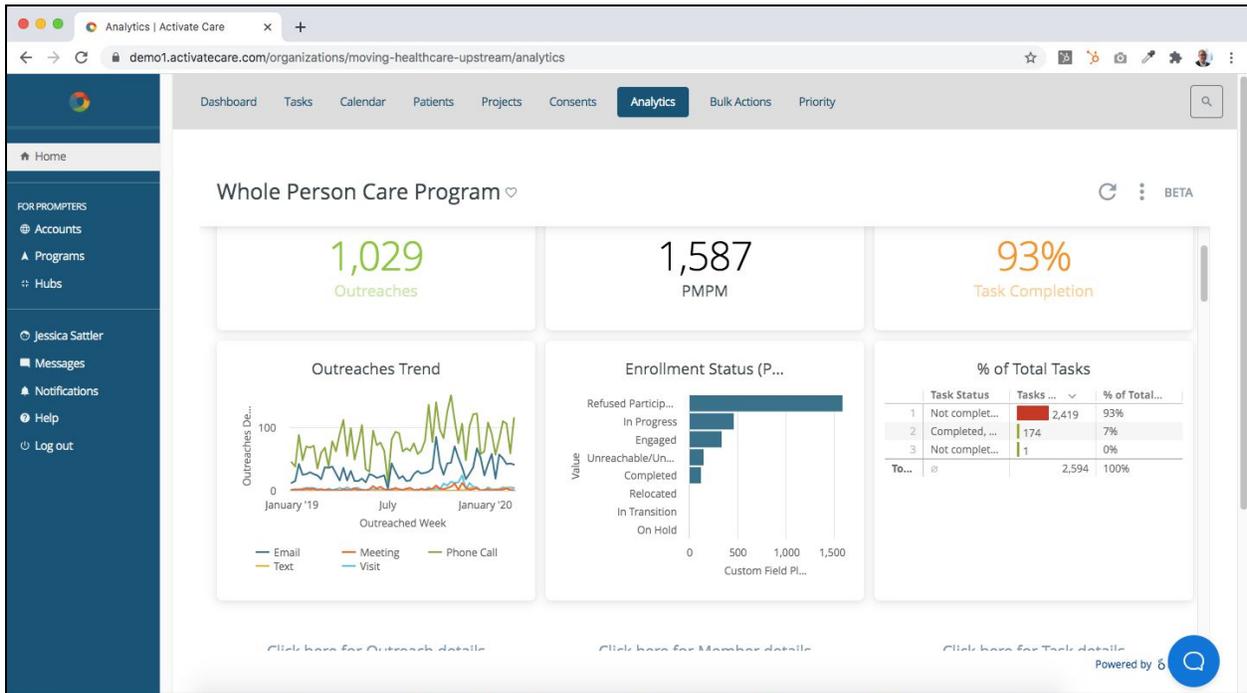
**Reporting Database:** Get direct access to your PostgreSQL reporting database, updated nightly through the Activate Care ETL process.

**Robust Standard Report Library:** downloadable via in-tool console: based on industry and SDOH best practices, clients can choose from a growing library of over 120 standard reports.

- Operational data such as member assignments, task assignments, task status, and enrollment
- Panel data such as member demographics, health and social needs, and custom data tracking
- Program data including care process progress and velocity, billing data, and platform usage

**Custom reporting:** If necessary, clients can purchase custom reports when their needs can't be met by the robust Standard Report Library. This comes with maintenance costs and a report specification process of stand reports that would be set during implementation.

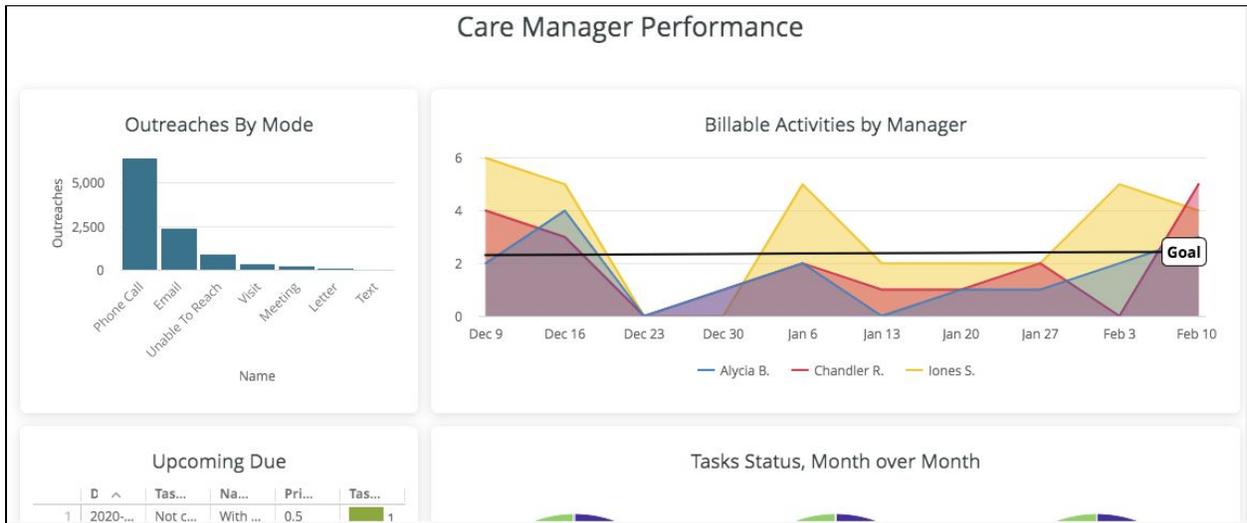
Activate CareHub™ Analytics Interface (This is core to our off-the-shelf offering.)



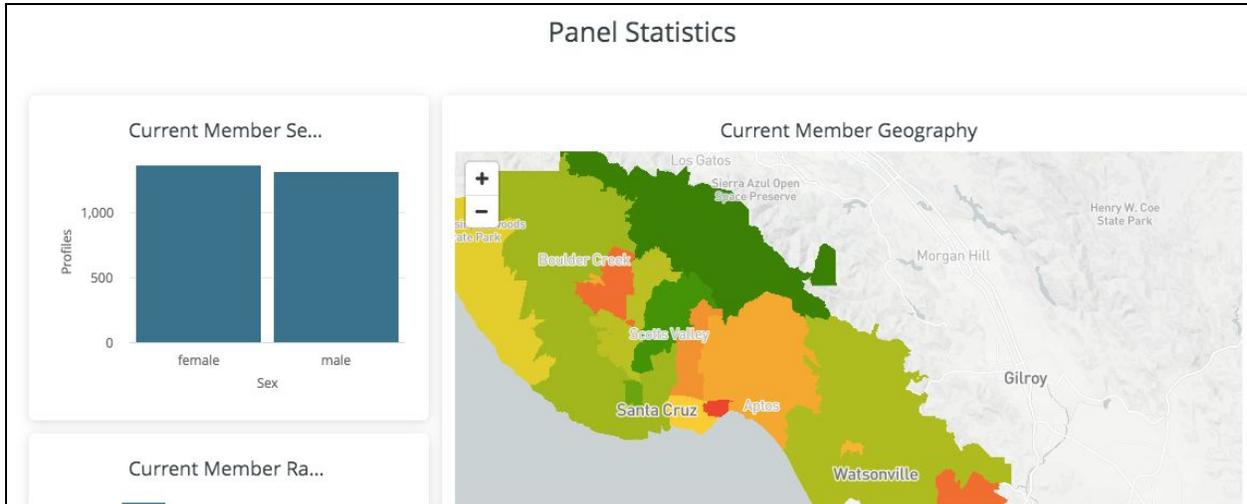
Sample Report - Program Management Data with Ability to Analyze (ie “Click here for details”)



### Sample Report - Staff Member Performance Metrics



### Sample Report - Client Population Statistics & Demographics



### Sample Report - Referral Status Tracking



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.

Activate Care meets this performance standard.

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

Activate Care makes it easy to collect and share population information in various ways.

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

We have sophisticated permissions built in to the platform, so that you can assign users with the appropriate authority to have access to all information.

Our platform is a web based application with a role based access system. The levels that are currently supported are:

- View on access only: Can view non-private content if given a direct link but cannot search for the content.
- View only: Can view and search for non-private content.
- Discuss: Can view and search for non-private content. Can start and respond to messages.
- Collaborator: Can view and search for non-private content. Can start and respond to messages. Can create and edit sections, tasks, events, relationships, and attachments
- Administrator: Can view and search for non-private content. Can start and respond to messages. Can create and edit sections, tasks, events, relationships, and attachments. Can give permissions to others.

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.

Activate Care customers can export any data from the platform. We could potentially automate this specific process for you, if you need this as a custom report.

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.

Activate Care can support all forms of training during implementation, including on-site/co-located training. Due to COVID-19, we may not be able to travel or deliver in-person training. Our remote and virtual training offerings have been successful in meeting all customer training needs during the pandemic.

4.1.1.17 Established documented procedures for software enrollment.

Activate Care provides documented procedures for enrollment and general use. This is available in our online help center.

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

Our implementations, customer success, and account services teams are available as needed, no less than once a month, with much more frequent consultation assumed.

4.1.2 Evaluation

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

Activate Care customers own all their data. We meet this requirement.

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

All modular implementations (ie. implementations covered in the standard implementations SOW) come with admin training, editor training and train-the trainer training. These consist of three 1-3 hr (up to 10 hrs total) live training sessions conducted by the implementations team done via zoom and are recorded for future use. We also provide an in-app knowledge base with articles and videos that cover basic platform functionality.

Types of training:

Train the Trainer sessions. We develop documentation and train users to become super-users (trainers), who have administrative level platform access, and are able to onboard and provide training to new users at West Virginia Care Coordination.

Zoom training (online). We can conduct remote training sessions using screen sharing.

Webinars. We typically offer monthly webinars on various topics relevant to users, including how to use new features as well as best practices for patient and provider engagement.

In-App Product Tours. We also have in-app product tours for a just- in-time approach for user navigation support and product knowledge.

Training Content Development: Activate Care creates account/user specific training materials for each account per SOW services agreement.

It's Intuitive! Many users that have gone through no formal training are fantastic users of the system.

#### **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.**

Our standard implementation is typically six to eight weeks for all new clients without any integrations. For any integrations needed, further discussion is needed to estimate a more accurate implementation timeline.

Activate Care implementations may follow several phases, during which special projects may arise at any point:

- Project Kick-Off
- Discovery & Planning
- Content Development & Optimization
- Testing
- Go-Live
- Post-Implementation Account Management

Activate Care implementations are led by the Activate Care Implementations team, which consists of our Vice President of Implementations, Jessica Sattler, RN, MS, WHNP, and a team of Program Managers. The Implementations team is responsible for organizing and scheduling all aspects of the implementation with your corresponding group of stakeholders and end users. Depending on implementation requirements, Activate Care's Engineering and User Experience teams and Director of Product may also collaborate on your implementation in order to support your success.

We begin our work by identifying with customers your program needs and objectives, then work with you to adapt current processes to your ideal state. In this process, we leverage the full power of our CareHub™ platform to help you reimagine how data flows between systems, how care teams communicate with each other and with patients, and what your desired patient and

community health outcomes are.

Following implementation, West Virginia will have unfettered access to a dedicated Account Manager and Customer Success team support. Customer Success will support your team's success in navigating and using the CareHub™ tools, as well as ensuring that your configuration is optimized over time, as new features are released and your goals and strategies evolve. Our Implementations team will continue to provide on-demand learning resources, such as webinars, training manuals, and self-guided tutorials for customer success.

**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.**

Activate Care can meet this requirement. All modular implementations (ie. implementations covered in the standard implementations SOW) come with administrative training, editor training and train-the trainer training. These consist of three 1-3 hr (up to 10 hrs total) live training sessions conducted by the implementations team done via zoom and are recorded for future use. We also provide an in-app knowledge base with articles and videos that cover basic platform functionality.

**4.1.3.4 Training and Implementation for each QRT must be documented.**

Activate Care can meet this requirement.

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

Activate Care has deep experience importing historical data from existing tools. We meet this requirement.

## 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. 111<sup>th</sup> 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](http://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](mailto: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 26<sup>th</sup>  
DAY OF Jan 20 13

Patrick Morrisey  
Attorney General

BY 

AGREED:

Name of Agency: Accountable Care Transaction Inc dba Activate Care

Signature: Greg D'Andrea 

Title: Market Director

Date: 10/19/2020

Name of Associate: Accountable Care Transaction Inc dba Activate Care

Signature: Cindy Coakley 

Title: RFP Manager

Date: 10/19/2020

## 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. 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.

## 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: \_\_\_\_\_

AGREED:

Name of Agency: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Vendor: Accountable Care Transaction Inc dba Activate Care \_\_\_\_\_

Signature: *Cindy Coakley*  Title: RFP Manager \_\_\_\_\_

Date: 10/19/2020 \_\_\_\_\_

## 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: Accountable Care Transaction Inc dba Activate Care

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: Imre Fitos  
Email address: imre@activatecare.com  
Phone Number: 855-632-2863

---

# Reporting & Analytics

 **Activate** Care



# Why Reporting & Analytics?



## Problems discovered...

By utilizing the power of reports to monitor operations and outcomes, issues surface that management and the frontline may have never known existed. Data is an unbiased judge.



## Questions answered...

By analyzing your data in interesting and meaningful ways, companies can answer questions that wouldn't be possible otherwise.



## Lead to action...

Ultimately, the data should lead to action taken to improve at every level of an organization.



## Problems resolved...

By taking action on your reports and analyses, problems are solved, likely leading to the discovery of additional areas of improvement or growth. It's an iterative cycle.



## People helped...

Everything Activate Care, and our clients, does centers on individuals. We exist to bring about better models of care to improve outcomes for the most vulnerable in our country.

# Reporting & Analytics Offerings

**Standard Exports:** straight from the platform, pull/schedule data extracts for your assessments, custom fields, outreaches, plans or tasks.

**Reporting Database:** Get direct access to your PostgreSQL reporting database, updated nightly through the Activate Care ETL process.

**Standard Report Library (Looker):** Based on industry and SDOH best practices, clients can choose from a growing library of standard reports that would be set up during implementation.

**Custom Reports (Looker):** if necessary, clients can purchase custom reports when their needs can't be met by the Standard Report Library. This comes with maintenance costs and report specing process.

# San Olivio Program Metrics

🔄 ⋮ BETA

## Reimbursable Activities This Month

1,763

Outreaches

303

PMPM

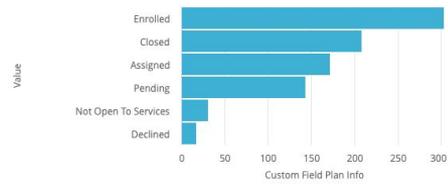
860

Tasks Completed On Time

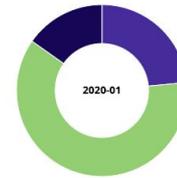
Outreaches Trend



Enrollment Status (PMPM)

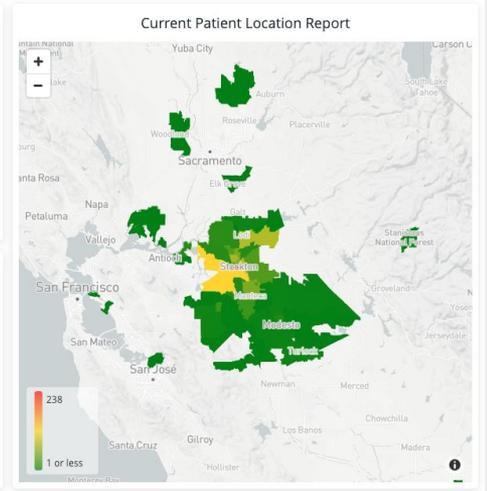
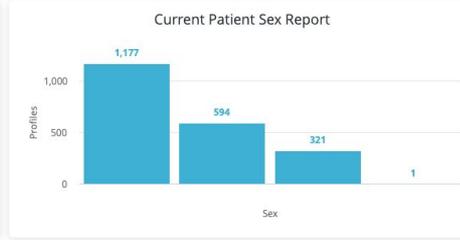
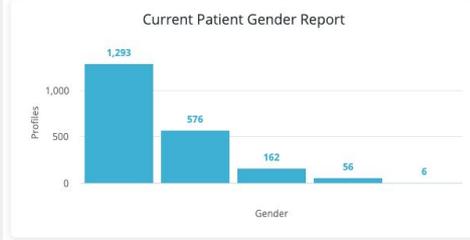
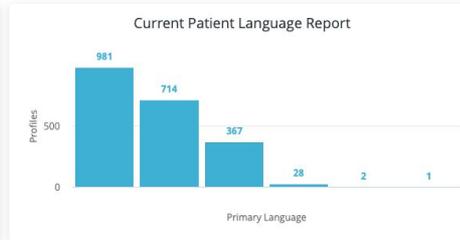
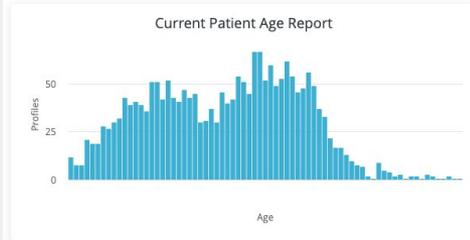


Tasks Status

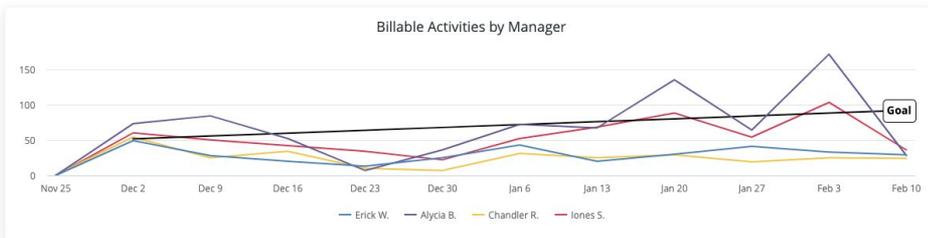
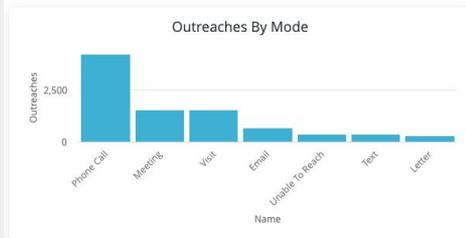


## Panel Statistics

🔄 ⋮ BETA



### Care Manager Performance



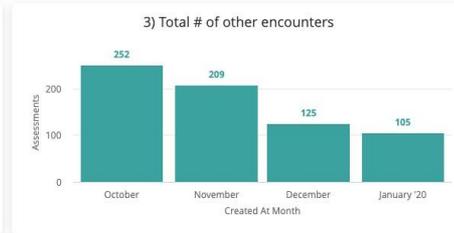
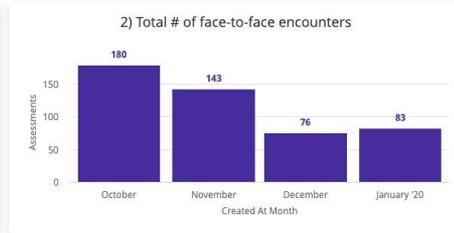
#### Upcoming Due

Due Week	Task Status	Name	Priority	Tasks Info	
1	2020-03-02	Not complete...	Complete Inta...	0.5	9
2	2020-03-02	Not complete...	Create care co...	0.5	9
3	2020-03-02	Not complete...	Input Team In...	0.5	3
4	2020-03-02	Not complete...	Complete SF-12	0.5	3
5	2020-03-02	Not complete...	Score SF-12 A...	0.5	3
6	2020-03-02	Not complete...	Complete Bio...	0.5	2
7	2020-03-02	Not complete...	Create individ...	0.5	2
8	2020-03-02	Not complete...	Complete Rya...	0.5	1
9	2020-03-02	Not complete...	Complete SF...	0.5	1
10	2020-03-02	Not complete...	Complete Sta...	0.5	1
11	2020-03-02	Not complete...	Create client g...	0.5	1
12	2020-03-02	Not complete...	Create Custo...	0.5	1
13	2020-03-02	Not complete...	Create individ...	0.5	1
14	2020-03-02	Not complete...	Inform client	0.5	1



## Whole Person Care Reports

🔄 ⋮ BETA



### 5) # of clients assessed with second SF12 MCS and SF12 PCS

Plan ID	SF Mcs Count	SF Pcs Count
1 30ced967-856a-4ab9-9173-1ad3dad68773	6	3
2 e92a5028-fe8-4148-aba8-e231d5ed88d0	5	4
3 c644ff82-678f-442c-bd1d-31559d26d053	5	3
4 920f291d-f302-409f-bb23-c77712fcd93e	4	3
5 08e1f260-f631-4c37-955d-c1669dc435bc	4	4
6 3c438c5f-7d4c-4ea0-9e0c-1d85916df3a1	4	3
7 2111ae66-0f85-4a22-8348-b9428eb9d8d3	4	4
8 191a758c-6c7b-4cfd-8366-f170c2959b44	4	4
9 aa15a1f2-12ed-4b14-a212-cdb64c76beda	4	3
10 7ce28c8b-5387-4fc8-b13c-06a93a2188bc	4	4
11 94d1d74d-b1ac-4a42-a1fa-cd8ca8c038a8	4	4

Powered by Locker

## Panel Distribution

60 to 64	34	8	40	12
50 to 54	28	7	36	21
65 to 69	28	11	39	8
55 to 59	26	8	44	17
70 to 74	26	5	25	6
75 to 79	17	5	12	10
40 to 44	15	7	19	14
80 to 84	15	2	23	3
85 to 89	14	2	15	1
90 or Above	14	∅	12	∅
30 to 34	13	8	15	3
45 to 49	12	15	19	11
35 to 39	8	7	11	3
25 to 29	6	∅	13	4
20 to 24	2	1	5	2

# Program Level Metrics

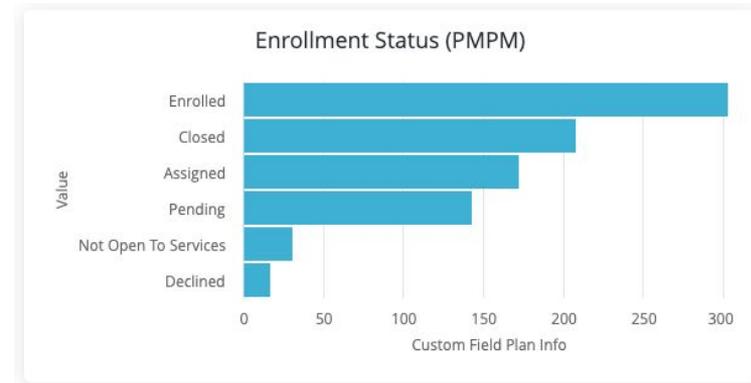
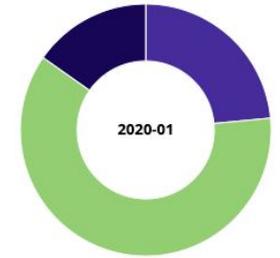
## 01

Get a high level view of your organization's performance - what's driving your business forward, and what's driving your bottom line.



## Get Notified

Set goals to measure your progress, and get notified if something goes above or below a threshold.





# Executive Summary

## Reimbursable Activities This Month

1,763

Outreaches

303

PMPM

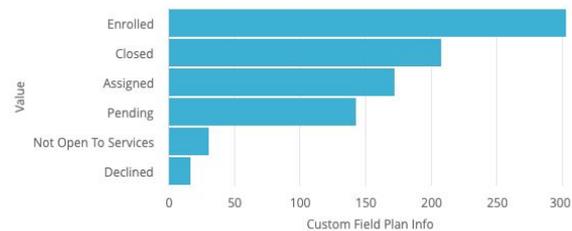
860

Tasks Completed On Time

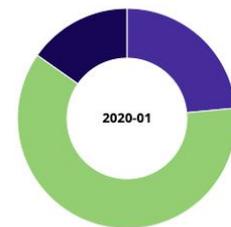
Outreaches Trend



Enrollment Status (PMPM)



Tasks Status



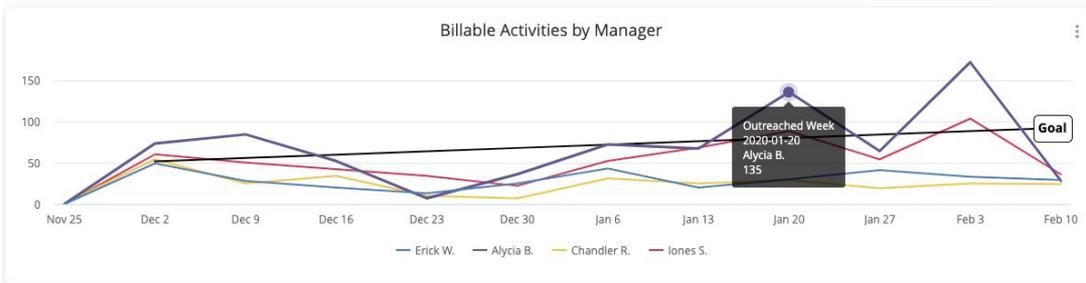
## Drill Down

See the people behind the numbers. With Activate Care Analytics powered by Looker, drill into the charts to gain insight and uncover the effort behind the data.

Billable Activities by Manager

OUTREACHES (1 Filter) >

Name	Email	Meeting
Outreached Time	Outreaches	Outreach
1 2019-10-14 13:51:00		2 e
2 2019-11-05 16:02:00		2 1
3 2019-12-12 17:40:00		2 1
4 2020-01-03 12:19:00		2 e
5 2020-01-13 13:00:00		2 e



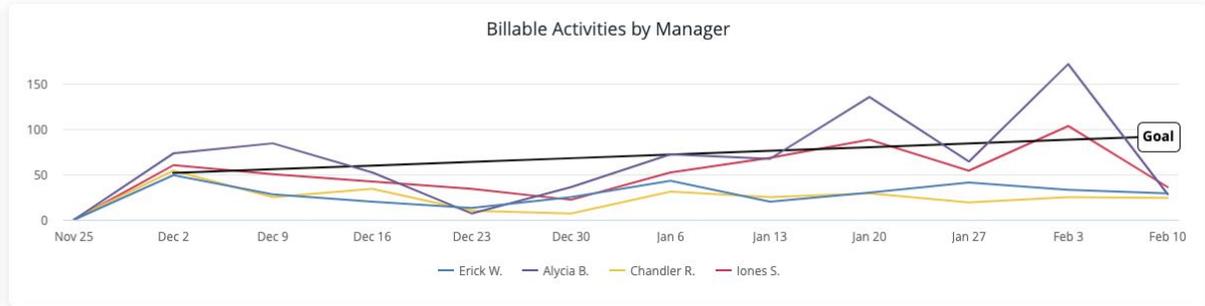
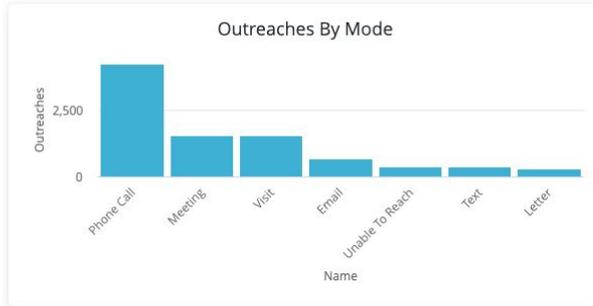
# Care Coordination 02

Put power in the hands of managers and frontline employees - help them track performance and grow their capacity.

# Empower Key Stakeholders



## Care Manager Performance



### Upcoming Due

	Due Week	Task Status	Name	Priority	Tasks Info
1	2020-03-02	Not complete...	Complete Inta...	0.5	9
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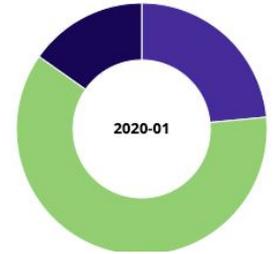
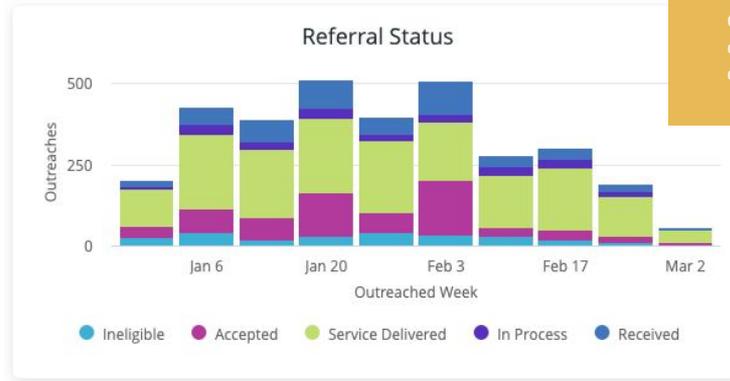


# Component Breakdown 03

The Activate Care Analytics offering provides high level, full dashboard reporting, as well as the smallest component parts where needs require.

## Conditional Format

Charts instantly understood based on predetermined thresholds and custom color schemes.



Referral Scorecard

34	8	40	12
28	7	36	21
28	11	39	8
26	8	44	17
26	5	25	6
17	5	12	10
15	7	19	14
15	2	23	3
14	2	15	1
14	∅	12	∅
13	8	15	3
12	15	19	11
8	7	11	3
6	∅	13	4
2	1	5	2



### PRODUCTION DATABASE

*Through Activate Care's CareHub platform, real-time data collection and management occurs through user input, integrations, automations, workflows, and more.*



### PRODUCTION TRANSFORMATION

*As necessary, data transformations take place to calculate and capture important intermediate data constructs and metadata.*



### PRODUCTION DATA EXPORT

*Production data is exported from the CareHub platform each day and prepared for import into the client-specific reporting database.*



### REPORTING DATA IMPORT

*Following the cadenced production data export, an ingestion script upserts the data to the client-specific reporting database, where it becomes available for analysis.*



### REPORTING DATABASE

*Each Activate Care Reporting Database has a standard schema and a complete copy of program data, updated each day through the ETL process. The raw reporting data can then (1) be used to create custom reports, (2) be transformed using business rules, or (3) be aggregated for whole-person program analysis.*

# Report & Analysis Request Process



## Request Fielded

One of our teams receives the request. This could come to Customer Success, Implementations & Account Services, Reporting & Analytics, Revenue.

Send the Report Specification Document for the client to complete and send back.



## Contract Review

To ensure their reporting need is within scope, contract review is done by our Accounts team.

Account Services will complete a change request if necessary.



## Report Scoping

The Reporting & Analytics team will gather requirements, create a mockup with data, create a timeline based on capacity, work already in the pipe, and priority.

The customer will sign off on the mockup/schedule to kickoff the actual build.



## Report Build

Reporting & Analytics will complete the build within the schedule.

Following the scoped work, Reporting & Analytics will complete the work signed off and in the contract.



## Sign-off

Reporting & Analytics will hand off the final report to the client, ensure it is enabled on their instance of Looker.

Rinse and repeat.



# Future Strategy: Predictive Analytics

Reporting & Analytics will be pushing further to see how we can introduce predictive capabilities within our solution. To assist with this effort, CTO Patrick Schmid will be focusing architectural and development skills on the company's strategic R&D needs, especially our data and analytics capabilities.



# Key Takeaways



## Why Analytics?

### Improve results, grow impact

Clients will be able to:

Discover & resolve problems

Find answers to their questions

Take action

Most importantly **make an even greater positive impact in the lives of the people in their communities.**

## What we offer

### In-platform Analytics powered by Looker

Clients have the power to:

Export from the platform

Connect directly to database

Standard Report Library

Request Custom Reports

## Our strategic vision

### Plans to Predict

Our current offerings will help them grow their capacity, show the value they provide, and impact their clients.

Our future offerings will bring predictive power into their hands.

# List of Standard Reports

## Panel Statistics

*Current Patient Location Report*  
*Current Active Enrollees by Organization*  
*Current Patient Age Report*  
*Current Patient Sex Report*  
*Current Patient Gender Report*  
*Current Patient Insurance Report*  
*Current Patient Language Report*  
*Current Patient Race Report*  
*Current Patient Ethnicity Report*

## Panel Size

*Number of Care Contacts*  
*Primary Contacts*  
*Panel Size of Primary Contacts*  
*Average Panel Size by Top 15 Relationships*  
*15 Most Common Organizations of Care Contacts*  
*Panel Size for Top 15 Organizations*  
*Panel Size by Care Contact Name*

## Program Status

*Current Program Status*  
*Active Program Statuses, by Month Status Applied*  
*Not Active Program Statuses, by month Status Applied*

## Assessments

*Completed Assessments*  
*Completed Assessments by type*  
*Assessments by month, with average trend line*  
*Assessments by role*  
*Assessments by team member*

## Tasks Completed

*Percent of Tasks Complete*  
*Tasks Status for Completed Tasks*  
*Tasks Complete by Month, with average trend line*  
*Top 10 tasks completed in the last 7 days*  
*Tasks completed in the last 7 days by top 10 task assignees*  
*Tasks completed in the past 7 days, by group assignment*  
*Task Status by Task Assignee*  
*Average days until Task Complete*  
*Top 10 tasks ever completed*  
*All Tasks Completed/Outstanding (stacked)*  
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# **HIPAA and Security Policy Overview**

## **Activate Care Policies for Administrative, Physical, and Technical Safeguards**

**Document v2.0**

**2020-01-24**



# Activate Care

It takes a community

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# Activate Care

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## Introduction

### A Healthcare collaboration hub.

Activate Care is a Boston-based Healthcare information technology company that provides a SaaS based solution for care coordination across healthcare facilities, social service agencies, patients, families, and care providers.

The Activate Care solution provides:

- A platform that pulls in all data across the community, bridging healthcare and community-based organizations, to serve high-risk, high-needs patients.
- A real-time shared plan of care with tasks, goals, assessments, appointments, reminders and alerts that addresses a patient's needs holistically.
- A secure, shared space where any care coordinator can interact with patients and care teams wherever they may be.
- Visibility into the state of play for any patient, and the ability to measure and improve on care plan follow up.

## Security and Privacy

Activate Care takes security and privacy very seriously. All employees of Activate Care are aware of the sensitivity of the patient data that they are dealing with, and take the utmost care in protecting this data. To this end, Activate Care has implemented various administrative, physical, and technical safeguards, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996), to ensure the privacy of all protected health information (PHI) and all other data captured and shared on the platform.

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## Administrative Safeguards

### Activate Care Security Team

The Activate Care Security Team is comprised of the Compliance Officer, the Information Security Officer and the Privacy Officer. The Security Team meets at regular intervals to discuss any issues related to Activate Care security, compliance. All security related policies and procedures go through the

Security Team and are disseminated to the rest of the Activate Care workforce if appropriate.

### Appointments

- Compliance Officer: Ted Quinn
- Information Security Officer: Imre Fitos
- Privacy Officer: Matt Goudreau

## Procedures

The Security Team meets regularly to discuss any security and privacy related issues and address any potential issues that arise. If any issue(s) becomes apparent, the appropriate actions are taken to ensure minimize risks to all of the users of the Activate Care system. All applicable points of these meetings will be disseminated to the rest of the Activate Care workforce. Meeting minutes are kept and made available to the workforce upon request.

Furthermore, the Security Team also reviews policies and procedures at least once every 6 months. In the event of a policy change that affects the employees, all affected employees will be notified of the updated policies.

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At Activate Care we have an open email address ([report@Activate Care](mailto:report@ActivateCare)) that allows anyone (both internal and external) to report any security, privacy, etc. related concerns. All security concerns that arise are logged by the Compliance Officer and are addressed at the weekly Security Team meetings.

## Emergencies, Breaches and Other Security Incidents

### Policy for Breach Notification and Reporting

Activate Care, following the discovery of a breach of unsecured protected health information, will notify any affected covered entities and patients. Activate Care keeps records of such breaches and notifications on an encrypted volume that is accessible by the Security Team.

A breach shall be treated as discovered by Activate Care as of the first day on which such breach is known to us. We shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee,

officer, or other agent of Activate Care. We will provide notification of such breach without unreasonable delay, and as specified in customer Business Associate Agreements (BAAs) and in no case later than 60 calendar days after the discovery of the breach.

The notification shall include, to the extent possible, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Activate Care to have been accessed, acquired, used or disclosure during the breach. We shall provide the covered entity with any other information that the covered entity is required to report in the notification, to the extent that we are able.

## Identify and respond to suspected or known security incidents

Activate Care has the following policies and procedures in place:

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- Activate Care's production operating system and application logs are continuously monitored and our team is alerted by secure message if any breaches or potential attacks are detected.
- All activity is logged on production machines and the logs are securely transmitted to a separate log server.
- Activate Care's production servers have only minimum required ports open. • Activate Care's database is located in a Virtual Private Network at our hosting provider and is not accessible from outside said network.
- Our production web servers undergo biweekly vulnerability testing performed by Detectify. The Activate Care Security Team reviews the result of each of these tests and responds appropriately to any detected areas of weakness.
- Activate Care keeps detailed audit logs that can be reviewed if any suspected aberrant access is detected.
- Logs are securely transmitted to a log server. Logs are encrypted and backed up and kept for at least 7 years.

## Policy for responding to known security incidents and breaches

If a breach is detected, the Chief Technology Officer and/or the Chief Security Officer will review all appropriate logs and HIPAA reports to determine who might have had access to the information and who might have had information exposed. The content of the exposed information will be reviewed with the Security Team to determine what the potential risks are to the patients with exposed data.

Any security incident or breach detected by anyone can be reported at any time to [report@ActivateCare](mailto:report@ActivateCare). This is then forwarded to the Security Team who will conduct a risk assessment.

If the problem is limited to human factors, steps will be taken for retraining and potential for introducing automated checks will be proposed. If the problem is in the system, a patch will either be quickly developed, or the module with the exposure risk will be deactivated, pending resolution of the exposure risk.

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If a breach has occurred with significant risk of financial, reputational or other harm to the affected individual (outside of the 3 exceptions allowed for in section 13402 of

<sup>1</sup>  
the HITECH Act), then the affected individuals, any affected covered entities or business associates, and the secretary will be notified as described below. In addition, the Federal Trade Commission (FTC), as required and specified by the Health Breach Notification Rule, will be notified as described below.

Individuals will be notified by email if current. If not, notice will be posted to their last known address. If more than 10 of these notices are returned due to invalid addresses, then notice will be provided on our website.

### **Timing and contents of the notice**

This notice will be sent no later than 60 days after the breach, and will include to the extent possible:

- a description of the breach
- a description of the types of information involved in the breach
- steps the individual can take to protect themselves from potential harm
- brief description of what we are doing to investigate the breach, mitigate the harm and prevent further breaches
- Contact information for our compliance and security officers.

The Health and Human Services (HHS) Secretary will be notified by using the online form provided at:

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brinstraction.html>

The FTC will be notified by submitting the standard form from at [www.ftc.gov/healthbreach](http://www.ftc.gov/healthbreach)

<sup>1</sup><http://www.hipaasurvivalguide.com/hitech-act-13402.php>

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## Users and Access to the system

### Employees of Activate Care

The following section addresses the access to both PHI and non-PHI resources by members of Activate Care.

### Background Checks

All Activate Care employees undergo a security background check as a requirement of their employment.

## Granting Access to Activate Care Resources

Access to Activate Care resources can be broken down into two main categories: 1) PHI and 2) non-PHI. PHI data includes the clinical data that is found on the Activate Care web application and access to the production servers that house said data. Non-PHI data includes such items as files and documents created and used within Activate Care for the day-to-day operation of the business.

All Activate Care employees receive an (unique) email address that is used to limit their access to non-PHI data. A password must also be created for this account. Access to these documents is restricted by these email addresses so that only the appropriate personnel have access to the appropriate documents. The aforementioned accounts are created by a member of the Security Team.

All who require access to the Activate Care web application (such as for purposes of support) at Activate Care are provided a unique login to the Activate Care web application (the same email address as their Activate Care email address).

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When their Activate Care web application account is created, a unique 128 bit Universally Unique Identifier (UUID) is also automatically created. This UUID is used to track all access to the PHI data within the Activate Care web application. To log in to the system that houses the ePHI, the user must authenticate using this account and the password that they have created. These accounts are created by a member of the Security Team.

## Procedures followed upon employee termination

Upon termination of an employee, all access to Activate Care documents, services, tools, and credentials are removed. Any company hardware (e.g. computer) is collected and inventoried. For critical employees, a clone of their

harddrive is also made and securely stored.

## Granting Access to PHI

Access to PHI can be divided into two categories 1) via the web application, 2) by direct access to the production servers. Members of the support and engineering team, are provided with a unique login to the Activate Care web application. These users will provide this unique login along with their password to log in to the system. This system uses a role-based security policy ensuring that these users can only see the information that is pertinent to them. Similarly, the actions that can be performed in the system are limited by the user's role.

Direct access to the production servers is only granted by a member of the Activate Care Security Team. To access these servers, a user must connect to a bastion host with a unique username and password, followed by securely connecting using an individually unique username and certificate via Secure Shell (SSH) to the applicable production machine(s).

## Non-Activate Care Users

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The following section addresses the access to the Activate Care system by the users of the Activate Care system. These users do not have access to Activate Care internal documents but can only access PHI through the Activate Care web application.

## Account/Program Members

Account and Program members can be invited to use the Activate Care system via one of two ways: explicit account creation by a member of the Activate Care staff or via an invitation from an existing user in the Activate Care system.

## **Explicit Account Creation**

Properly trained members of the Activate Care staff can provision accounts for providers in the system by loading the pertinent information into the tool. During this process the providers are associated with a particular group (for sharing patients, etc.) and all of their demographic information is supplied.

## **Invitation From Within The Application**

Existing users with the Activate Care system with the appropriate privileges can invite new providers to the system via the built in invitation process to either particular patient plans or to their organizations. The provider will supply the email address of the new user and a unique invitation link will be sent to that person.

## **Patients**

Patients can be invited to the Activate Care system by existing users with the appropriate privileges. As with provider invitation above, the system generates a unique invitation link that is sent to the patient via email that will provide them with the steps to enroll in the system. Patients can only view their own patient team and are not permitted to see any other patient information.

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## **Password Policies**

To ensure the security and integrity of the PHI contained within the Activate Care system, we have various password policies in place.

## **Activate Care Employees**

All Activate Care employees have their own workstations that are to be used for day-to-day operation. Through internal policies and procedures we require that all Activate Care employees change their passwords at least once every 6 months and use a strong password (at least 8 characters, mixed case, alphanumeric, etc.). Employees who have access to PHI are asked to change their passwords at least once every 3 months.

## Activate Care System

The password requirements for users of the Activate Care platform are that they must have:

- 8 characters in length
- Contain at least 3 of the following 4 types of characters:
- Lower case letters (a-z),
- Upper case letters (A-Z),
- Numbers (i.e. 0-9),
- Special characters (e.g. !@#\$%^&\* )

Activate Care also offers the ability to have single-sign-on (SSO) with it's clients. This enables the client to choose the password policies on their end and Activate Care will authenticate against the client's identity provider.

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## Physical Safeguards

### Facility Access Controls

## Facility Security

All Activate Care employees share the responsibility of keeping a safe and secure work environment. The Activate Care offices are accessible with the use of a secure keycard. Non-employees are required to ring a bell to be granted access to the office. Employees will ensure that locked doors are not propped open, that all doors are locked if no one is present, and that no unauthorized personnel enter the Activate Care workspace. The office is covered with security cameras and a recorder system.

Activate Care is currently located at 200 State Street. Building security controls the access to this building. After hour access requires keycard access to the building.

Employees of Activate Care are required to keep their computers locked when unattended, and report any suspicious activities to the appropriate authorities.

In the event of an emergency or any other contingency, each Activate Care employee possesses their own laptop and can carry out their duties remotely. There is no patient PHI stored at this physical location as all of the PHI is located within the secure HIPAA compliant data centers owned and operated by our hosting provider.

## Access Control and Validation Control

Access to PHI data is limited to a minimum number of people who require access to perform their work at Activate Care. Decisions regarding who requires access to the production servers is decided by the Chief Security Officer. Similarly, accounts for the support staff are created by the Chief Security Officer and are promptly deactivated if employment is terminated at Activate Care.

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## Server Maintenance Records

No one at Activate Care has physical access to our server room as it is hosted by a

third party vendor (Amazon AWS) who maintains maintenance records, which are available for our servers on request.

## Workstation Use & Security

Activate Care attempts to limit as much as possible the amount of electronic PHI that is stored on computers outside of the Activate Care secure server. Devices or computers that store electronic PHI and do not have passwords are to be avoided, and if used, should be under workforce supervision or locked up in a secure environment. Generally all computers have full hard-drive encryption and antivirus and remote management software. All employees that have access to e-PHI are also required to run our Data Loss Prevention monitoring solution.

## Device & Media Controls

### Disposal

When hardware or media containing Activate Care PHI is to be discarded, the media on which the PHI resides is destroyed. We have procedures for destroying media that stores electronic PHI before leaving Activate Care so that it cannot be reused. Any server components that are located with our hosting providers only store encrypted information that would not be accessible if the drives were disposed of.

### Media Reuse

Activate Care does not reuse media that stores electronic PHI available to outside organizations or outside individuals for reuse. If computers are to be discarded, the hard drives are destroyed if possible, if not, securely wiped using US Department of Defense standards.

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## Accountability

Activate Care maintains a record of movement of all hardware and electronic media that contains electronic PHI and any person responsible thereof.

## Technical Safeguards

### Access Controls

#### Unique User Identification

We assign a unique name and password for identifying and tracking user identification. All users are identified by a 128 bit universally unique identifier (UUID) and are instructed never to share their user ID and password with others.

#### Role Based Access Controls

Activate Care makes use of a role-based access control system that lets users grant permissions in a variety of ways. The access levels that can be granted to a patient record are "Read Only", "Discuss", "Collaborator", and "Administrator". These roles can do the following:

##### **View only**

- Can view and search for non-restricted content.

##### **Discuss**

- Can view and search for non-restricted content.
- Can start and respond to messages.

##### **Collaborator**

- Can view and search for non-restricted content.
- Can start and respond to messages.
- Can create and edit sections, tasks, events, relationships, and attachments

##### **Administrator**



- Can view and search for non-restricted content.
- Can start and respond to messages.
- Can create and edit sections, tasks, events, relationships, and attachments.
- Can give permissions to others.

Within each record it is possible to create restricted sections that override the permissions users have on a patient plan. For example, it is possible to ensure that only a subset of people who have plan level permissions have access to this section. Similarly it is possible for a person to create a restricted section in which a plan level administrator only has view-only access.

Besides

### Person or Entity Authentication

We have procedures for verifying that a person or entity seeking access to electronic protected health information is the one claimed. Many of these procedures are dependent on proper use of passwords. Registered users have a username and password.

### Procedures for verifying user identity

The user identity verification varies by user type and can be summarized as follows:

#### **User Type Creation Method Verification Method**

New Providers (Pre loaded)	details are manually verified before the creation of their accounts. For example, this method is used to create accounts for an entire	clinic. These accounts are manually verified by members of Activate Care
----------------------------	--	--



New providers (Invited) These providers (medical and non-medical) are invited to the Activate Care web application by anyone who has the appropriate privileges

### **Emergency Access Controls**

The user inviting the provider must provide a valid email address for the invitation to succeed.

New patients These providers are invited to the Activate Care web application by anyone who has the appropriate privileges

The user inviting the provider must provide a valid email address for the invitation to succeed. After the patient has enrolled, it is the responsibility of the providers on the team to ensure the validity of the patient.

New family members These providers are invited to the Activate Care web application by anyone who has the appropriate privileges.

The user inviting the provider must provide a valid email address for the invitation to succeed. After the user has enrolled, it is the responsibility of the team members to ensure the validity of the user.

We have procedures for accessing electronic health information during an emergency. We perform a daily full backup of both the database and any uploaded files to a remote location server. In addition, we perform continuous incremental backups of our database.



### **Automatic Log-off**

By default, users of the Activate Care web application and REST API are automatically logged off after 30 minutes of inactivity.

### **Encryption and Decryption**

Activate Care has a mechanism to encrypt and decrypt electronic protected health information using the generally recommended industry standard algorithms for healthcare data and uses them when appropriate.

All PHI data is stored on AES-256 encrypted hard drives on production Amazon Linux 2 server machines. The decryption keys are stored separately in an encrypted vault. As such, if a server is shut-down, it is not possible to access the encrypted data on reboot until the decryption key is provided.

## **Data Security & Integrity**

### **Types of PHI**

The use of Activate Care results in the storage of PHI in the Activate Care databases. This data may be structured, semi-structured and unstructured.

### **Structured PHI Data**

- Name
- Gender
- Date of birth
- Address(es)
- Telephone number(s)
- Email address
- Insurance



- Details about caregivers (if they are added to the patient's care team)

### **Semi-Structured PHI Data**

- Insurance information
- Medical record numbers
- Answers to assessments
- Custom fields

### **Unstructured PHI Data**

- All free-text input entered as tasks
- All free-text input entered as comments
- All free-text input entered in the care plan
- All free-text input entered in to outreaches
- All files that are uploaded that may contain PHI

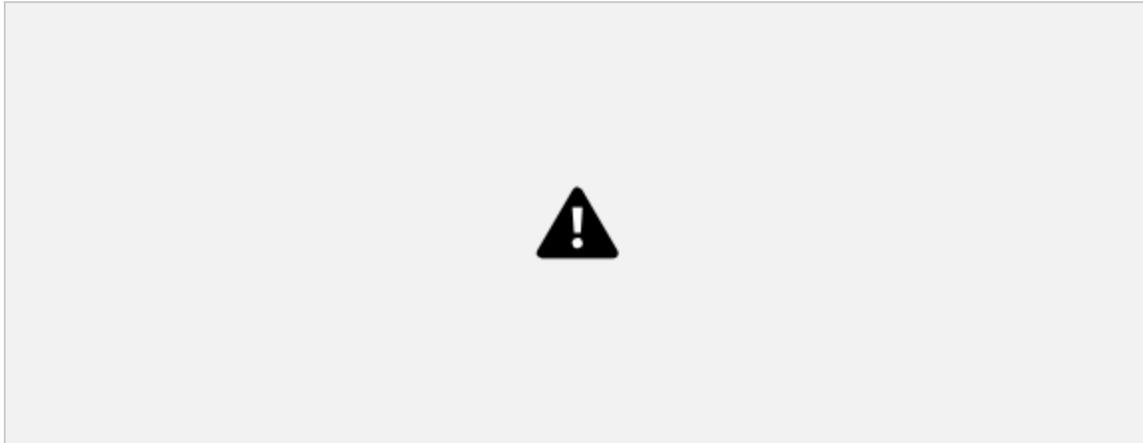
### **Amazon Web Services**

We use Amazon Web Services (AWS) to store user uploaded files and backups of the Activate Care system. All files that are sent to Amazon are first encrypted with a unique encryption key on a production web server on the encrypted partition. In conjunction with the SSL connection that a client uses to connect to our web application, files are never in clear-text after they leave the client's computer. The keys for these encrypted files are stored securely at Amazon to ensure that the keys and the encrypted files are not on the same system.

### **Transmission Security**

## Web service

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We only use an SSL encrypted connection with a minimum 128-bit encryption to access any of the data from the web service.

In addition, we have a Web Access Firewall (WAF) that is configured by our hosting service, Amazon AWS, which is configured to detect and block any suspicious activity. Through the service that Amazon AWS provides, we can see and monitor any potential attacks that are occurring on our servers. If such an event is detected, the appropriate action will be taken by the Security Team and/or the Development Team to address any and all (potential) issues.

### Database and backup servers

Both the database and backup servers are located in secure facilities and are located in a virtual private network (VPN). As such, these servers are not visible or accessible from the outside world. All communication with these servers must happen either through the web service or by directly logging into the VPN network with a separate username and password. When data is transferred from one machine to another we ensure that we use an encrypted channel (SSH) to ensure data integrity and data security.

### Disaster Recovery

In the event of a disaster, we have procedures for accessing electronic health information during an emergency. We perform a daily full backup of data to servers located in a separate data center in a different geographical area. In addition, we perform continuous incremental snapshots of the database. Currently, the maximum data loss is 59 minutes, 59 seconds for the production environment.

### Integrity

Activate Care has mechanisms to limit end-user access to the electronic medical

system. Access is only through specific application(s) where activity is logged. End users do not have the ability to modify data once it has been electronically signed. Activate Care has the ability to audit the modification of data that does not take place through the applications.

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## Server Isolation

Our hosting provider, Amazon AWS, provides Server Isolation by use of a hypervisor- based firewall that inspects all traffic as it traverses the Virtual Network Interface Controller (vNIC) to each of Activate Care's servers. Therefore, although there are multiple servers on the same subnet in the datacenter, they are all virtually isolated at a vNIC level by the hypervisor embedded firewall.

## Data Retention Policy

The Activate Care platform is designed to facilitate the authorized sharing of the real time plan of care for patient teams. Because of this sharing, data within the Activate Care system can have multiple owners, and so when one customer leaves Activate Care the data which is co-owned by multiple possible users, especially the patient themselves, that data cannot immediately be deleted from the system. In addition, in order to be able to identify which users had access to specific patient data, and this permission is granular (i.e. at the act level within the system), we retain encrypted archived copies of the data in sufficient detail to be able to respond to an audit request as required by HIPAA.

- Encrypted in transit and at rest, two factor authentication for access to the production data, anomaly logging, SOC 2 certified production facility, protect backups
- The terms of the BAA governing the PHI which cannot be returned or destroyed but remains in Activate Care survives the termination of the BAA, as long as that data remains in our system.
- Because we deal with national payors who are obligated by Medicare and Medicaid to retain data for 10 years (which is longer than the required period by HIPAA), we retain encrypted archived copies of the data.

Any external files which are provided to Activate Care that are confidential or contain PHI, will be returned or destroyed.

Any data that remains in the system will not be sold to third parties, and will only be used for the purposes covered in the agreement.

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Once a paying customer terminates their contract with Activate Care, Activate Care will:

- provide a grace period for customer team members to close off all their activities with Activate Care
- after the grace period
  - all open tasks assigned to customer members, will be marked as “dismissed”
  - will provide a copy of all the activities on the patient teams of which they were members
  - will remove their providers from patient teams

## Development Release Cycle

Activate Care subscribes to the agile methodology for software development. This ensures that we take an iterative approach to software development and enables us to efficiently respond to the needs of our customers. Code is released on a weekly cycle that includes new features, bug fixes, and upgrades. Urgent fixes are released as soon as they are ready.

All code that is released to our customers undergoes both manual peer review along with automated security checks. Activate Care also runs automated penetration tests against our application every two weeks.

## Secure Development Workstations

All Activate Care development workstations are Apple computers with the necessary

security settings in place. This includes, but is not limited to, encrypted hard-drives, antivirus software, and mobile device management (MDM) software installed. Production data is never present on development workstations.

## Secure Code Review

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Any piece of code that may affect customers and/or customer data is subject to secure development practices. When new functionality is ready, the code is reviewed by a peer and/or a tech lead. All of the unit, integration, and browser testing code that is written is similarly reviewed. The new functionality is also manually tested in a testing and staging environment by a project stakeholder to verify that it meets the requirements of the project. These environments are completely separate from the production environment and no customer data is used in the testing environment. Prior to deployment all code undergoes a full automated test suite to ensure that no bugs are introduced by the new feature that affects existing functionality.

## QA Review

The new functionality is also manually tested in a testing and staging environment by a project stakeholder to verify that it meets the requirements of the project. As part of this manual testing process, the reviewer examines both the new feature/code along with any related existing functionality to ensure that everything works seamlessly. These environments are completely separate from the production environment and no customer data is used in the testing environment.

## Segregation of Responsibilities

The Activate Care engineering and infrastructure teams, along with the rest of Activate Care, adheres to the minimum-necessary rule, providing minimum-necessary access to code, system, and infrastructure. Deployment of a new release to the production environment is only performed by the deployment team. This ensures a more secure and reliable development process.

## Staging and Testing Environments

Before code is ready to be deployed to production, all code is deployed to a testing environment that is functionally equivalent to the production environment. In this environment, the functionality is manually verified to ensure that it meets the customer requirements. Only simulated data is used in the staging and testing environments.

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## Deployment and Security Practices

New functionality is released to production outside of normal business hours. Depending on the type of release, there may be scheduled downtime usually ranging from 1 to 30 minutes. If a critical issue is found, a fix may be deployed quickly without affecting the Service outside the normal release schedule. Although these typically are no-downtime deployments, Activate Care reserves the right to take the system offline for highly-critical fixes.

## Data Retention & Backups

All services that relate to patient ePHI are part of the Activate Care backup and contingency plan.

Currently Activate Care has the following backup policies in place:

- The database housing all Activate Care data is incrementally backed up continuously. Daily full backups are transferred to a geographically separate datacenter.
- All uploaded files are backed up to Amazon S3 as they are uploaded to the system.
- All production data and log files are backed up to a Amazon S3 continuously with at least a 7-year retention.
- All configuration files to the web servers are actively maintained and

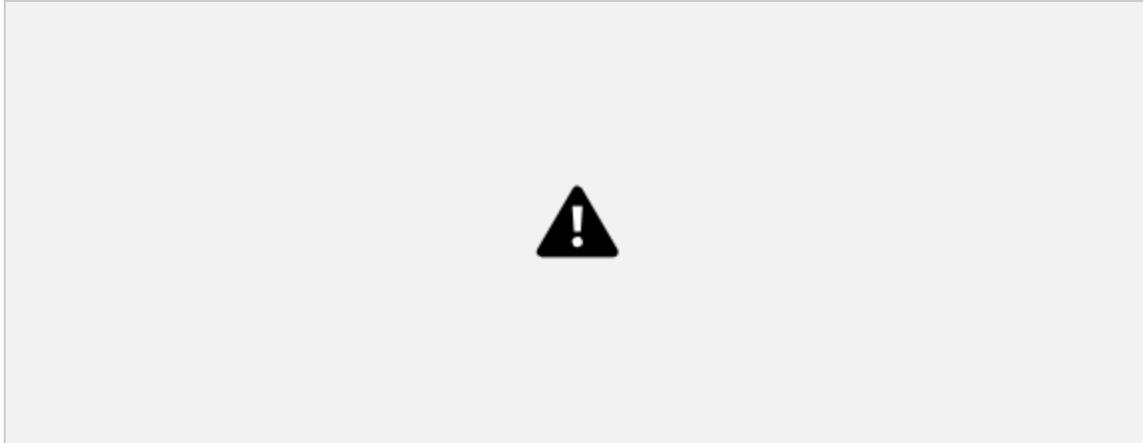
versioned. As such we can re-create a server quickly and reload it with the backup data.

Activate Care is constantly improving its data archiving and availability processes.

## Data Retention

All backups, log files, and uploaded files are kept for at least 7 years, or longer, depending on what the law dictates.

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## Audit Controls

We have a number of different mechanisms that record and examine activity in information systems that contain or use electronic or use electronic protected health information.

## Web Server

Detectify (<https://www.detectify.com>) does a vulnerability scan once every 14 days on our public web servers. Note, the database and backup servers are not visible to the public and thus are secure. Any potential issues that may be discovered by this automated scan are fixed. Any other security concerns are also proactively fixed.

## System Architecture

### “Living” Architecture

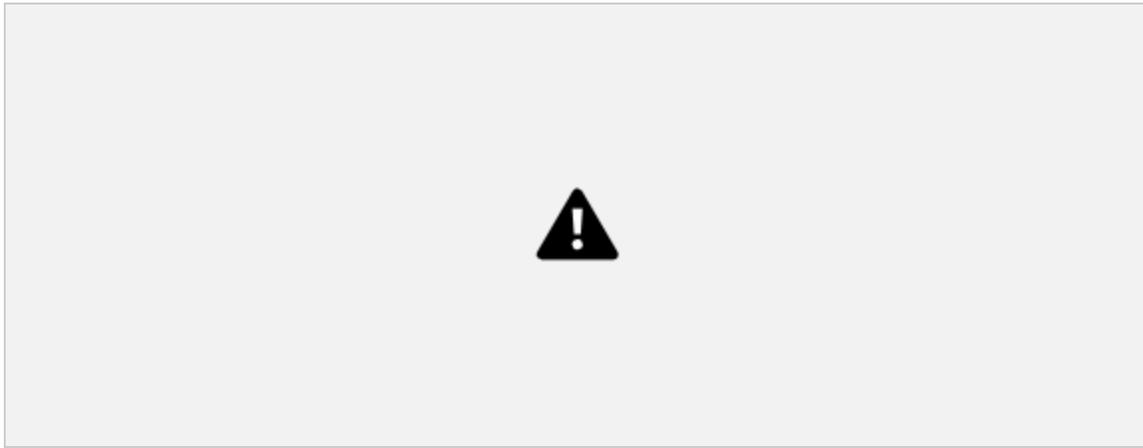
As with all software systems that are actively developed, Activate Care’s system is constantly being improved for stability, security, reliability, and scalability. Although we outline the current system architecture below, we are constantly applying the best-of-breed technologies, methodologies, and practices to improve the system as a whole.

## Current Architecture

Activate Care's web application makes use of cutting edge technology combined with a secure and well-tested infrastructure. The application uses the time-tested Ruby on Rails framework augmented with ReactJS to provide a stable and responsive application. A REST API is also available to be used for integrations with clients.

To make Activate Care as safe, secure, and reliable as possible, we have various technical procedures in place. First, Amazon provides a Web Application Firewall

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(WAF) that scans all incoming traffic to detect, filter out, and log any suspicious activity such as Denial of Service (DOS) attacks, Cross Site Injection attacks, etc. All of this aberrant behavior can be viewed on the dashboard that is provided to us by Amazon.

All connections to our service occur only over a minimum 128-bit encrypted Secure Socket Layer (SSL) connection. Only our web servers have a public Internet Protocol (IP) address. All other servers (e.g. database server, backup servers) cannot be accessed from outside the Virtual Private Network (VPN). Furthermore, these servers are configured to only allow connections for particular servers on particular ports. There is one exception to this - administrative access to these servers is provided via the use of a Secure Shell (SSH).

To ensure data reliability, we keep incremental backups of the last 72 hours of the production database and save daily full backups in multiple locations. All files that are uploaded by users of the Activate Care system are kept in multiple geographically different data centers.

We use the S3 service provided by Amazon as a secure backup solution to ensure long term storage of our user's files in a stable, secure way. Amazon S3 has a 99.999999999% durability guarantee, which is vital for user content that needs to be accessed relatively frequently and be stored for long periods of time.

## **Privacy & Security Summary**

### **Contact information**

Name: Imre Fitos, Chief Security Officer

Phone: 855-632-2863

E-mail: imre@Activate Care

<sup>2</sup><http://aws.amazon.com/s3/faqs/>

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## Employee Access to E-PHI

### Question Y N Commentary

Do employees within Activate Care have access to e-PHI?

• Approximately, how many employees within your organization have access to e-PHI?

Do all of those employees sign an annual confidentiality agreement? • List methods used to train/educate employees regarding the Security standards and accessing e-PHI.

Do employees of your organization share passwords that allow multiple people to access e-PHI under the same user account?

Do you log all administrative access to the systems where e PHI is stored?

X Currently, 11 persons. This includes the Activate Care Implementations and Accounts team,

Customer Success team, and key leaders of the Engineering team.

X All employees of Activate Care go through an annual HIPAA training course which educates them on the policies and procedures pertaining to e-PHI.

X All employees have their own accounts to be used when dealing with e-PHI.

X All access to the Activate Care website is logged on a query-by-query basis.



Do you allow  
Internet-based  
access to e-PHI?

access to the patient information is over the internet using internet browsers. To ensure security, we ensure each user has a distinct log-in (an email address) and enforce strong passwords. A user creates his/her password when then enroll in the Activate Care system after accepting an invitation.

Do you allow your  
employees  
to access e-PHI from their homes?

X As Activate Care is a web application, e-PHI can be accessed from anywhere, whether it be from the office, the home, or a mobile device. We enforce strict password policies and data encryption (both during transmission and while at rest) to ensure that patient data is safe. All access to the web application is logged.

## Data Protection

X As Activate Care is a web application, all

### Question Y N Commentary

Are all feeds of e-PHI encrypted? (List any that are not.)

Activate Care is transmitted security using an encrypted SSL connection.

When e-mails leave the security of a protected network and contain e PHI, are they encrypted?

X We do not use email to communicate patient information. All patient information is stored within the Activate Care system.

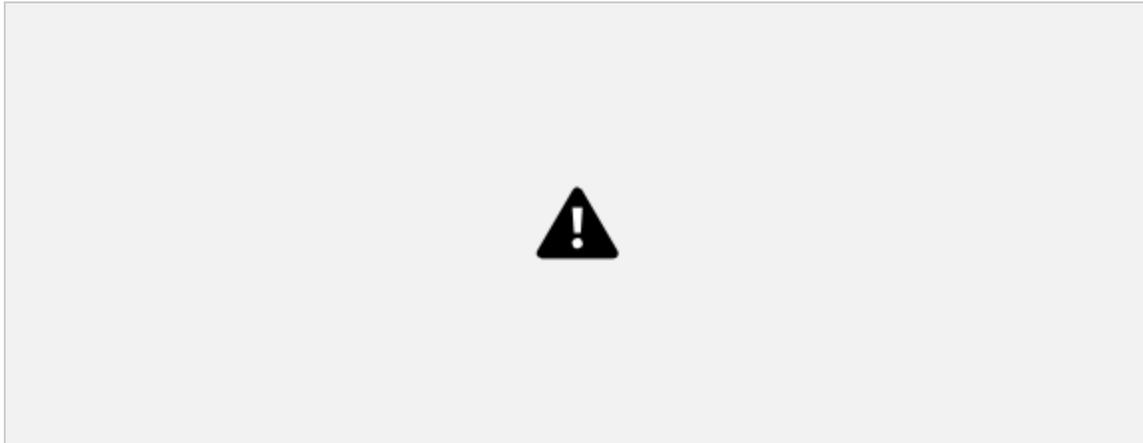
X All data transmitted to and from

Is the e-PHI backed up? X We perform continuous incremental database backups and a nightly full backup. All of this data is backed up to a datacenter in a different geographic location to ensure data continuity and is transmitted using encrypted connections.

Is all e-PHI be encrypted on the disks or on the

X All e-PHI is encrypted both at rest (while on disk) and when in-flight (when being transmitted from our servers to the client machines).

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backups on which it resides?

What is your commitment as to the maximum time between you discovering a security violation and when will be notified of the violation?

exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of Activate Care. We will provide notification of such breach without unreasonable delay and in no case later than 60 calendar days after the discovery of the breach.

## System Audits

We shall be deemed to have knowledge of a breach if the breach is known, or by

### Question Y N Commentary

Do you perform system audits?

- When was your organization's last Information Systems security audit? Who performed this audit?
- Were any area(s) of concern found in any audit that have not yet been addressed? If yes, please detail the areas of concern.

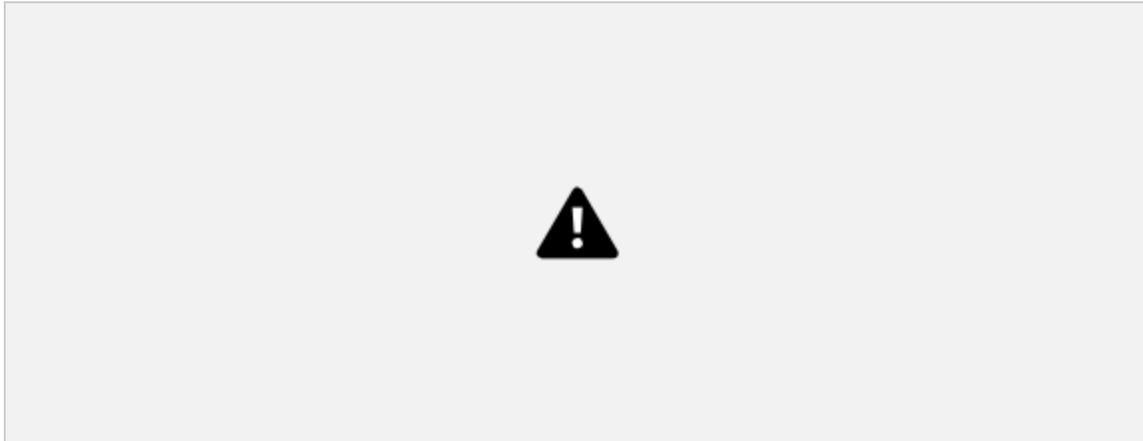
Do you log access to each individual access to e-PHI?

X Our web server undergoes an automated biweekly audit performed by Detectify. No security issues have been found with our web server and we proactively address any potential issues that arise.

We also perform internal drills to simulate responding to potential issues. The results of these drills are made available to all employees of Activate Care and are reviewed by the Activate Care Security Team.

X All access to the Activate Care website is logged on a query-by-query basis. As such, we can identify who has visited which patient's record, etc. Furthermore, we log every update that is made and keep all historical versions of PHI. This way, we can always attribute any update

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to the particular user who performed said update.

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**Open Source Products and Libraries**

Activate Care uses various open source libraries and products in the production environment. All of the components are commonly used in the industry and have been vetted by our security officer and have been reviewed to ensure the safety and security of our system and the data that it contains. The main products and libraries are:

<b>Product/Library</b>	<b>System/Component Notes</b>
Amazon Linux 2	OS Operating system on production servers
Docker	OS Containers for packaging up production components
PostgreSQL	Database Production database
ElasticSearch	Database Search accelerator
Redis	Database Production session and cache databases
Ruby on Rails	REST API The python framework for the Activate Care backend REST API
Clam Antivirus	Antivirus Scan all files for malware



## **Subcontractors & Third-Party Vendors**

## Vendors with No Access to PHI

### Amazon

Have BAA: Yes

We use Amazon Web Services (AWS) to operate encrypted servers and services and to store user uploaded files and backups of the Activate Care system. All files that are sent to Amazon are first encrypted on a production webserver on the encrypted partition. In conjunction with the SSL connection that a client uses to connect to our web application, files are never in clear-text after they leave the client's computer. The keys for these encrypted files are stored separately to ensure that the keys and the encrypted files are not on the same system. Amazon personnel has no access to non-encrypted e-PHI.

### Google

Have BAA: Yes

Activate Care employs Google to host its email system and its internal documents. All employees are trained to ensure that no patient PHI is ever entered in plain-text documents stored on the Google servers or sent via email. If PHI has to be sent and/or stored on using Google's services, the data files are first encrypted or stored in an encrypted volume (e.g. using TrueCrypt).

The Security Team oversees access to the Activate Care email system and the internal documents. Users that no longer need access (e.g. termination) have their accounts promptly deactivated and/or deleted.

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### SendGrid

Have BAA: No

We use this third party solution to send automated emails. Activate Care does not send any PHI information in any of the automated emails. Any user-generated content that may get sent via an email has an explicit warning about not sending any PHI.

## NewRelic

Have BAA: Yes

We use this third party solution for monitoring our server performance. We have manually inspected the log files to confirm that no PHI is being sent to NewRelic. This manual check will be done on each NewRelic agent update (See the audit logs in Audits/NewRelic).

## Conduits Used

### InterFAX

We use this third party solution to send faxes. We have followed all of the guidelines provided by InterFAX to ensure that we are following their HIPAA guidelines. For details on their compliance, view [http://www.interfax.net/en/hipaa\\_compliance](http://www.interfax.net/en/hipaa_compliance)

### FreedomVoice

We use this third party solution for the Activate Care toll-free phone number. The automated message instructs callers not to leave PHI in any voicemail or send us any faxes containing PHI data. According to FreedomVoice (see documentation in Vendor Documents), they make every effort to be in compliance with HIPAA. By policy no one shall retain voice mail at this service for any extended period of time.



## Revision History

### Date Rev. No. Change Reference Section(s)

11/1/2013	1.0	New document	
12/19/2013	1.1	Reviewed by	Narath Carlile and Patrick Schmid
6/3/2014	1.1	Reviewed by	Narath Carlile and Patrick Schmid
8/6/2014	1.1	Reviewed by	Narath Carlile and Patrick Schmid
2/18/2015	1.2	Reviewed by Patrick Schmid	12/15/2015 1.2.4 Updated by Imre Fitos Updates to reflect new internal processes and <u>developments</u> Added "Open Source" Section Added "Types of PHI" Section
4/13/2015	1.2.1	Updated by Patrick Schmid	Updated office address
7/16/2015	1.2.2	Updated by Patrick Schmid	Changed FireHost to Armor Extend Sections
10/06/2015	1.2.3	Reviewed and Updated by Imre Fitos	
12/03/2015	1.2.3	Updated by Imre Fitos	

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5/23/2015 1.2.5 Updated by Dan Nolan Updated office address, new titles

05/24/2018 1.2.6 Annual update Changes throughout  
01/24/2020 2.0 Annual update Removed Armor, Userve services



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

<b>Proc Folder:</b> 724620			<b>Reason for Modification:</b> ADDENDUM 1 TO EXTEND BID OPENING DATE
<b>Doc Description:</b> QRT CARE COORDINATION SOFTWARE SERVICE			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-10-08	2020-10-20 13:30	CRFQ 0506 MCH210000001	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** Accountable Care Transacation Inc DbA Activate Care  
**Address :**  
**Street :** 200 State St 12th Fl  
**City :** Boston  
**State :** MA **Country :** USA **Zip :** 02109  
**Principal Contact :** Cindy Coakley  
**Vendor Contact Phone:** 781-500-9583 **Extension:**

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

**Vendor Signature X** *Cindy Coakley*  **FEIN#** 46-0758998 **DATE** 4/19/2020

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 (VIPPP), 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

<b>INVOICE TO</b>	<b>SHIP TO</b>
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

<b>INVOICE TO</b>	<b>SHIP TO</b>
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: 1**

---

The purpose of this addendum is to modify the solicitation identified as (“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

**Description of Modification to Solicitation:**

1. To extend bid opening date to October 20, 2020 at 1:30 PM

Answers to vendor questions will be addressed in forthcoming addendum

No other changes

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

**Terms and Conditions:**

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

# ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: MCH2100000001**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input 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 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.

Accountable Care Transaction Inc dba Activate Care

Company

*Cindy Coakley*



Authorized Signature

10/19/2020

Date

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

Revised 6/8/2012



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

<b>Proc Folder:</b> 724620			<b>Reason for Modification:</b> ADDENDUM 2 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
<b>Doc Description:</b> QRT CARE COORDINATION SOFTWARE SERVICE			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-10-13	2020-10-20 13:30	CRFQ 0506 MCH210000001	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 :** Accountable Care Transation Inc dba Activate Care

**Address :**

**Street :** 200 State St 12th Fl

**City :** Boston

**State :** MA **Country :** USA **Zip :** 02109

**Principal Contact :** Cindy Coakley

**Vendor Contact Phone:** 781-500-9583 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X** *Cindy Coakley*  **FEIN#** 46-0758998 **DATE** 10/19/2020

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 (VIPPP), 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.

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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.

- a. Will this individual be dedicated fulltime on-site at the State office?
- b. To what extent can the Success Consultant work remote?
- c. Will the Success Consultant be required to travel to various QRT office locations throughout the State?

**Answer 30:**

- a. Consultant could be based full-time, on-site at State office, but this is not a requirement
- b. The Success Consultant can work remotely to the extent needed.
- c. 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.

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

**Answer 33:**

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

Accountable Care Transaction Inc dba Activate Care

Company

*Cindy Coakley*



Authorized Signature

10/19/2020

Date

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