West Virginia Purchasing Division

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

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

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Welcome, Lu Anne Cottrill   Procurement | Budgeting | Accounts Receivable | Accounts Payable

| Solicitation Response(SR) | Dept: 0506 | ID: ESR08102100000000870 | Ver.: 1 | Function: New | Phase: Final | ▼ | Modified by batch , 08/11/2021 |

Header 📎 2   ▢ ▢

[📋 List View]

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

Procurement Folder: 884573	SO Doc Code: CRFQ
Procurement Type: Central Contract - Fixed Amt	SO Dept: 0506
Vendor ID: 000000161584 ⬆	SO Doc ID: BPH2200000001
Legal Name: COLLABORATIVE FUSION INC	Published Date: 8/4/21
Alias/DBA:	Close Date: 8/11/21
Total Bid: $700,538.74	Close Time: 13:30
Response Date: 08/10/2021 📅	Status: Closed
Response Time: 19:00	Solicitation Description: HOSPITAL PREPAREDNESS BED TRACKING SYSTEM W/
Responded By User ID: ecoggins ⬆	Total of Header Attachments: 2
First Name: Ann Marie	Total of All Attachments: 2
Last Name: Brown	
Email: annmarie.brown@juvare.	
Phone: 3366895060	

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

State of West Virginia
Solicitation Response

Proc Folder:	884573
Solicitation Description:	HOSPITAL PREPAREDNESS BED TRACKING SYSTEM W/ PHARMACY MODULE
Proc Type:	Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2021-08-11 13:30	SR 0506 ESR08102100000000870	1

VENDOR
000000161584
COLLABORATIVE FUSION INC

Solicitation Number: CRFQ 0506 BPH2200000001

Total Bid: 700538.7399999999906867742538 **Response Date:** 2021-08-10 **Response Time:** 19:00:40

Comments:

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

Vendor
Signature X   **FEIN#**   **DATE**
All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Hospital Prep Bed Tracking System with Pharm Mod - Year 1				208350.00

Comm Code	Manufacturer	Specification	Model #
80101500			

Commodity Line Comments: Please refer to Attachment A, Pricing for details.
Year 1 Item 701-P-TFIVE Professional Services - 5 Days Pre-Paid
~~Estimated Travel Expenses is an Optional fee of $9,850. If WVDHHR chooses not to execute this option of~~

Extended Description:

Maintain and Manage Hospital Preparedness Bed Tracking System with Pharmacy Module - Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Hospital Prep Bed Tracking System with Pharm Mod - Year 2				159238.00

Comm Code	Manufacturer	Specification	Model #
80101500			

Commodity Line Comments: Please refer to Attachment A, Pricing for details.

Extended Description:

Maintain and Manage Hospital Preparedness Bed Tracking System with Pharmacy Module - Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Hospital Prep Bed Tracking System with Pharm Mod - Year 3				164015.14

Comm Code	Manufacturer	Specification	Model #
80101500			

Commodity Line Comments: Please refer to Attachment A, Pricing for details.

Extended Description:

Maintain and Manage Hospital Preparedness Bed Tracking System with Pharmacy Module - Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Hospital Prep Bed Tracking System with Pharm Mod - Year 4				168935.60

Comm Code	Manufacturer	Specification	Model #
80101500			

Commodity Line Comments: Please refer to Attachment A, Pricing for details.

Extended Description:

Maintain and Manage Hospital Preparedness Bed Tracking System with Pharmacy Module - Year 4

JUVARE

Response to Hospital Preparedness Bed Tracking System with Pharmacy Module RFQ No. BPH2200000001

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

Submitted by:

Collaborative Fusion
235 Peachtree Street, Suite 230
Atlanta, GA 30303

Point of Contact:

Cheryl Beano
Director, National Accounts
o: 973.876.7418
e: Cheryl.beano@juvare.com

11 August 2021 by 1:30 PM ET

August 11, 2021

Crystal G. Hustead
304.558.2402
Crystal.g.hustead@wv.gov

Reference: RFQ BPH2200000001

Dear Ms. Hustead,

Juvare is pleased to submit our highly scalable, flexible, purpose-built, and off-the-shelf Bed / Resource Tracking & Management solution, EMResource®, in response to the State of West Virginia Division for the Agency – on behalf of, West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Public Health (BPH) and Center for Threat and Preparedness (CTP) – solicitation for developing and maintaining an electronic system for hospital preparedness bed tracking with a pharmaceutical tracking module for use in emergencies and management of drugs.

EMResource is a versatile web-based and cloud-hosted solution designed to address client needs across the healthcare continuum. It was designed by clinicians for clinicians and, as a result, equips those in healthcare and emergency response with practical, convenient, and holistic operational views of area and regional resources, in addition to providing the means to drill down and work with resource details. EMResource's adaptable and robust features can accommodate a wide variety of users in your region, including public health, hospital administration and EDs, dispatch centers and regional and state healthcare coordinators.

Our proposal aims to demonstrate the benefits that selecting Juvare and our EMResource solution will provide, including:

- Improved Decision Making
- Enabling Reliable Response
- Directly Facilitating Rapid Identification of Resource Availability
- Reducing Hospital ED Burden
- High reliability off-the-shelf solution with a 15+ year track record
- Design grounded in deep Public Health experience
- Rapid time-to-implementation

Juvare envisions a future where communities are resilient in the face of danger, joined together in a network of mutual assistance. Through our solutions, we enable organizations in the public, private and healthcare sectors to focus on securing resiliency every day. When organizations rely on Juvare to stop trouble in its tracks; communities bounce forward, grow stronger and get smarter before, during and after disruption.

As an organization, we are committed to delivering quality products and services to the Public Health & Healthcare community; we have done so for over 20 years with hundreds of local, regional, federal and

national public health clients globally. Juvare has supported over 500,000 emergency response incidents worldwide and enables clients to better manage day-to-day disruptions, planned events and unexpected emergencies. Our experience in this industry is unrivaled - our products are dependable, and we work tirelessly to cultivate successful customers.

Today, Juvare solutions are used in department of health organizations, hospitals, long-term care, dialysis services, pharmacies and clinics, including:

- 40 State Public Health Agencies
- 600 Emergency Management Agencies
- Over 30,000 Healthcare Facilities
- 10 of the top 25 Largest Single Hospitals in the US
- 9 of the 10 Largest For-Profit Health Systems in the US
- 22 of the 25 Largest Non-Profit Health Systems in the US
- 7,000 daily status updates

With EMResource serving over 60% of the U.S. population, Juvare is uniquely positioned and prepared to provide your organization with a successful, proven healthcare resource management solution. West Virginia Department of Health and Human Resources, Bureau for Public Health and Center for Threat and Preparedness can rest assured that Juvare will incorporate the best practices and lessons we have learned through our deep experience into this project. We will deliver a reliable, scalable, and properly balanced technology, which will ensure beds and pharmaceuticals are reported, tracked and monitored for changes in resources statuses' such as diversions, EOC activations, resource availability and other information.

Thank you for your consideration. Please contact us at 973.876.7418 or via email at cheryl.beano@juvare.com should you need further information.

Best regards,

Nick Meeks
Executive Vice President and Chief Financial Officer
470 279 6457 | nick.meeks@juvare.com

JUVARE

Table of Contents

Attachments

Attachment A – Pricing

Attachment B – ISO Certificates

Attachment C – Software Services Agreement

JUVARE

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.

Cheryl Beano – Director, National Accounts
_____
(Name , Title)

Cheryl Beano – Director, National Accounts
_____
(Printed Name and Title)

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

973.876.7418
_____
(Phone Number) / (Fax Number)

Cheryl.beano@juvare.com
_____
(email address)

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

Collaborative Fusion
_____
(Company)

DocuSigned by:
Nicholas Meeks
D4DD6026E50C4C6...
_____
(Authorized Signature) (Representative Name, Title)

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

August 9, 2021
_____
(Date)

470.279.6457   Fax – 470.279.6025
_____

	Department of Administration **Purchasing Division** **2019 Washington Street East** **Post Office Box 50130** **Charleston, WV 25305-0130**	**State of West Virginia** **Centralized Request for Quote** **Info Technology**

Proc Folder:	884573	**Reason for Modification:**
Doc Description:	HOSPITAL PREPAREDNESS BED TRACKING SYSTEM W/ PHARMACY MODULE	ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Proc Type:	Central Contract - Fixed Amt	

Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2021-08-04	2021-08-11 13:30	CRFQ 0506 BPH2200000001	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON   WV   25305

US

VENDOR

Vendor Customer Code: 000000161584

Vendor Name : Collaborative Fusion, Inc.

Address : 235

Street : Peachtree Street, Suite 2300

City : Atlanta

State : GA   **Country :** USA   **Zip :** 30303

Principal Contact : Cheryl Beano, Director National Accounts

Vendor Contact Phone: 973.876.7418   **Extension:**

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

Vendor Signature X	*Nicholas Meeks* DocuSigned by: D4DD6026E50C4C6...	**FEIN#** 25-1865773	**DATE** August 10, 2021 | 08:19:58

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, BUREAU FOR PUBLIC HEALTH (BPH), CENTER FOR THREAT PREPAREDNESS (CTP), IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE PURCHASE OF SERVICES IN THE FORM OF DEVELOPING AND MAINTAINING AN ELECTRONIC SYSTEM FOR HOSPITAL PREPAREDNESS BED TRACKING WITH A PHARMACEUTICAL TRACKING MODULE FOR USE IN EMERGENCIES AND MANAGEMENT OF DRUG SHORTAGES 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	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV	CHARLESTON WV
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hospital Prep Bed Tracking System with Pharm Mod - Year 1	1			$208,350

Comm Code	Manufacturer	Specification	Model #
80101500			

Extended Description:
Maintain and Manage Hospital Preparedness Bed Tracking System with Pharmacy Module - Year 1

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV	CHARLESTON WV
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Hospital Prep Bed Tracking System with Pharm Mod - Year 2	1			$159,238

Comm Code	Manufacturer	Specification	Model #
80101500			

Extended Description:
Maintain and Manage Hospital Preparedness Bed Tracking System with Pharmacy Module - Year 2

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV	CHARLESTON WV
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Hospital Prep Bed Tracking System with Pharm Mod - Year 3	1			$164,015.14

Comm Code	Manufacturer	Specification	Model #
80101500			

Extended Description:

Maintain and Manage Hospital Preparedness Bed Tracking System with Pharmacy Module - Year 3

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV	CHARLESTON WV
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Hospital Prep Bed Tracking System with Pharm Mod - Year 4	1			$168,935.60

Comm Code	Manufacturer	Specification	Model #
80101500			

Extended Description:

Maintain and Manage Hospital Preparedness Bed Tracking System with Pharmacy Module - Year 4

SCHEDULE OF EVENTS		
Line	**Event**	**Event Date**
1	VENDOR QUESTION DEADLINE	2021-07-26

	Document Phase	Document Description	Page 4
BPH2200000001	Final	HOSPITAL PREPAREDNESS BED TRACKING SYSTEM W/ PHARMACY MODULE	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BPH2200000001

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

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

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

☑ Addendum No. 1   ☐ Addendum No. 6
☐ Addendum No. 2   ☐ Addendum No. 7
☐ Addendum No. 3   ☐ Addendum No. 8
☐ Addendum No. 4   ☐ Addendum No. 9
☐ Addendum No. 5   ☐ Addendum No. 10

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

Collaborative Fusion, Inc.
Company

Nicholas Meeks
Authorized Signature

August 10, 2021 | 08:19:58 EDT
Date

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

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 (WVDHHR), Bureau for Public Health (BPH), Center for Threat Preparedness (CTP) to establish a contract for the purchase of services in the form of developing and maintaining an electronic system for hospital preparedness bed tracking with a pharmaceutical tracking module for use in emergencies and management of drug shortages.

   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://www.wvdhhr.org/PDFS/Hl.5%20UTILIZATION%20 REPORT%20AND%20EEO %20POLICY.PDF

Juvare acknowledges and will adhere to Attachment 1 – Provisions Required for Federally Funded Procurements.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.
   2.1 **"Contract Item"** means a hospital preparedness and pharmaceutical tracking system as more fully described by these specifications.
   2.2 **"Pricing Page"** means the pages, contained in wvOASIS upon which Vendor should list its proposed price for the Contract Items.
   2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
   2.4 **"HPTS"** means Hospital Preparedness Tracking System

   Acknowledged.

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. The vendor must have completed a minimum of three separate Hospital Preparedness Tracking System (HPTS) implementations for State Government entities within the past five years. Documentation to demonstrate experience should be submitted with bid response, must be provided upon request.

   Comply. Please see completions listed below.

   Montana Health Research and Education Foundation
   Cindee McKee
   406-560-3096
   cindee.mckee@mtha.org

Indiana State Department of health

Eric Shelley | Emergency Systems Coordinator

Division of Emergency Preparedness

office: 317-233-8404 • mobile: 317-430-9623 • fax: 317-234-3724

eshelley1@isdh.in.gov

Illinois Department of Public Health

Dan Lee, MBA MPH

Data and Information Systems Manager

Division of EMS and Highway Safety

Office of Preparedness and Response

122 S Michigan Ave, Room 768

Chicago IL 60603

daniel.lee@illinois.gov

Details to be provided upon request.

3.2. Vendor must designate a dedicated Project Manager for the implementation of, registration, set-up, and use of the new system. The Project Manager must possess a valid and current Project Management Institute **(PMI)** and/or Project Management Professional (PMP) certification. Documentation to demonstrate compliance with required certifications should be submitted with bid response, must be provided upon request.

Comply. Will be provided upon request.

3.3. Vendor must have a minimum of three years' experience on committees and workgroups dedicated to HPTS and Pharmacy module. Documentation to demonstrate experience should be submitted with bid response, must be provided upon request.

Comply. Documentation will be provided upon request.

4. **MANDATORY REQUIREMENTS: Mandatory Contract Item Requirements as follows:**
Contract Item must meet or exceed the mandatory requirements listed below.

4.1 Upon award, the vendor's Project Manager must, at a minimum, provide a template for a project plan, which includes tasks, milestones, and timelines, a Risk/Issue Log, and a weekly status report that will be used throughout implementation. Completion of implementation, training, etc. must take place within 90 days from the start of this agreement.

Comply. Upon award the Project Manager will, at a minimum, provide a template for a project plan, which includes tasks, milestones, and timelines, a Risk/Issue Log, and a weekly status report that will be used throughout implementation. Completion of implementation and training will take place within 90 days from the start of this agreement.

4.2 Vendor must provide training for WVDHHR Administrators, Supervisors, and Users. This will include a minimum of five onsite trainings conducted at locations throughout the state to be designated by CTP and five webinar-based trainings, as well as, online training manuals and quick reference guidance sheets available to all users at any time. This training must be provided in a timely manner, not to exceed 90 days from the start of this agreement.

Comply. Vendor will collaborate with WVDHHR to schedule trainings in a timely manner, not to exceed 90 days from the start of this agreement.

4.3 Vendor must host system hardware, software, and all data.

Comply. Juvare hosts EMResource wholly in AWS datacenters based in the United States. Hardware is not required.

4.4 Vendor must provide a disaster recovery site a minimum of 125 miles away from Vendor's production environment.

Comply. EMResource Disaster Recovery Site is located in an alternate AWS region from that where the primary production instance is located.

4.5 Vendor must perform the initial system setup to include agency setup, agency rosters, facilities, geographical information codes for West Virginia, and variable documents and tables approved and supplied in Microsoft Excel, Word, or PDF formats.

Comply . Juvare will work with WVDHHR to perform initial setup upon receipt of supplied data from customer.

4.6 Vendor must provide a 24/7/365 days per year support and maintenance plan for host system maintenance and support service, upgrades, consultation, training, and technical support and include but is not limited to the ability to reset passwords, assist in issues inputting or deleting users, and for emergency help and/or instruction. Vendor shall provide an emergency after hours contact number.

Comply. Juvare's Support Center is available on a 24/7 basis through Juvare's Support organization; technical support requests submitted through Juvare's Support portal (https://support.juvare.com) are actively monitored, reviewed, triaged and dispositioned by trained technical support specialists. In addition, Juvare's Support Center can be contacted directly via both phone and e-mail to request and receive help and support with all application technical support questions and issues.

4.7 Vendor must provide end-user manuals and quick reference guides:

> **4.7.1** System User Manual
> **4.7.2** System Administrator Manual
> **4.7.3** Quick Reference Guide for System Users
> **4.7.4** Quick Reference Guide for Administrator
> **4.7.5** Quick Reference Guide for Pharmacy Users
> **4.7.6** Quick Reference Guide for Pharmacy Administrators

Comply. EMResource does not distinguish user training based on general and pharmacy users as contemplated by this RFP. All End-User and Administrator documentation is available online at https://confluence.juvare.com/display/PKC/EMResource and updated with each new software release and as new use cases arise (such as COVID-19 Hospital Data Reporting to HHS). Training material and QRGs can also be access by clicking on a Help icon on the user's control panel.

4.8 All data will be the property of the State of West Virginia.
Comply.

> **4.8.1** Upon completion or cancellation of contract, the Vendor shall provide all data in a format of the State's choosing.
>
> **Comply. All data maintained in the hosted environment will be returned to the Agency in an exportable tabular format with a data dictionary within five (5) calendar days of completing or termination of contract.**

> **4.8.2** Database: Vendor shall transfer all data collected from servers housing WV data, which will remain property of the State of West Virginia. Upon mutual agreement the Vendor will provide a hard copy or backup at a minimally agreed time interval.
>
> **Comply. All data maintained in the hosted environment will be returned to the Agency in an exportable tabular format with a data dictionary within five (5) calendar days of completing or termination of contract.**

4.9 Vendor shall meet the requirements for Education, Certification, Licensing, and Inspection of the System as follows:

> **4.9.1** Vendor shall provide a system that must allow access by any authorized user and/or computer via the Internet using a currently supported web browser.
>
> **Comply. Juvare EMResource is web-based and browser agnostic and accessible via credentials of authorized user.**

> **4.9.2** Vendor shall provide a system that must operate within all levels and types of internet connections from dial-up to broadband.
>
> **Comply. Juvare functions on the most recent version of commonly used Internet browsers, including Chrome, Firefox, Microsoft Edge, and Apple Safari. In addition, EMResource can be access from a mobile app either on iOS or Android devices.**

4.9.3   Vendor shall provide User-Id field that must be compatible with the current system User-ID Example: WV:XXXXXX (WV followed by 6 digits). The system must have capability to upload all current system user data from WVDHHR backup files.

EMResource does not currently support the use of the colon (:). The only acceptable special characters are periods (.), hyphens (-), and underscores(_).

4.9.4   Vendor must use all current certification numbers that will be given to the vendor from the WVDHHR backup files and future naming assignments will follow the same naming convention.

Comply. Juvare can use all current certification numbers that we are given from the WVHHR backup files and future naming assignments will follow the same naming convention.

4.9.5   Vendor should provide with their bid a copy of any third-party hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency will be asked to accept, either in writing or digitally, in order to receive the commodities or services offered as part of this contract. Written terms will be required prior to award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor's bid.

Juvare is not requesting any additional third party software licensing or support terms and conditions to be incorporated into this agreement.

4.10 Vendor shall be responsible for Security, Privacy, and Confidentiality as follows:

4.10.1   Vendor must provide agency with a Security, Privacy, Confidentiality Plan within thirty (30) calendar days.

Comply. Juvare will provide the Agency with an overview of our Security, Privacy, Confidentiality Plan within thirty (30) calendar days.

4.10.2   Vendor must comply with all federal, state, and Agency security and privacy policies and procedures found on the WV Office of Technology site: http://www.technology.wv.gov/Pages/default.aspx and the National Institute of Standards and Technology (NIST): http://www.nist.gov

Juvare operates an Information Security and Privacy Program certified to ISO 27001, ISO 27017, ISO 27018, and ISO 27701 which includes assurance of compliance with all federal, state, and local laws and regulations. Please see Attachment B, ISO Certificates. The site http://www.technology.wv.gov/ was not accessible to allow review.

4.10.3 Vendor must ensure that all staff and subcontractors are aware of, adhere to, and are retrained on Agency's information security and privacy protocol and procedures: Policies & Standards Issued by CTO (wv.2ov)

Acknowledged. Juvare will ensure all staff and subcontractors are aware of, adhere to, and are retrained on WVDHHR's information security and privacy protocol and procedures.

4.10.4 Vendor must provide a Business Continuity Plan within thirty (30) days of contract execution. The Business Continuity Plan should include how data is restored, what backup measures are in place in case normal business operations cannot continue due to power outages/catastrophe, where the data is stored in such emergencies, how data is safeguarded in normal and emergency situations.

Comply. Juvare will provide a Business Continuity Plan within thirty (30) days of contract execution.

4.10.5 Vendor must comply with the baseline security controls for moderate impact information systems as put forth in NIST Special Publication 800-53, Revision 4, final April 30, 2013 (updated 01/22/2015). NISTsite. https://csrc.nis.gov/publications/detail/p/800-53/rev-4/final

Comply. Juvare operates an Information Security and Privacy Program certified to ISO 27001, ISO 27017, ISO 27018, and ISO 27701. See attached certificates

4.10.6 Vendor shall provide all input screens to have save and cancel functionality.

Comply. Juvare will provide all input screens to have a save and cancel functionality.

4.10.7 Vendor shall provide a system that will include a home page for the HPTS (Exhibit 1).

Comply. Juvare will provide a system that includes a home page for the HPTS.

4.10.8 Vendor shall provide a system that will include a registration page for the HPTS and for a pharmaceutical tracking module. At a minimum, the data collected must contain the data listed in attached (Exhibit 2). This process must create a unique identifier for each individual and establish a password for future online access to any data or report available to that account. Vendor shall provide a registration that must combine with other system data to create an Internet available profile. See attached Exhibit 3for an example of a basic personnel user profile.

Comply. EMResource allows administrators to add Resources such as Hospitals, Clinics, Ambulances, etc., to the system. During the implementation phase of this project, we will work with you to take all existing data that may be input directly into the system. Thereafter, we will provide training to add additional resources. Access to EMResource is based on user roles and permissions. Each user has a unique login which is their email address, and also allows them to provide certain additional information. Note that we do not recommend the collection of SSN and race/ethnicity data for this system (as listed in your Exhibit 3) because that is sensitive information that has no meaningful impact on the quality of response.

4.10.9 Vendor shall provide a system that has role-based security. The vendor and the system must allow the WVDHHR, BPH, CTP to determine the roles and how the permissions will be setup. This system must allow public access, as determined by the WVDHHR.

Comply. EMResource has 4 User roles:

User Roles and Responsibilities

#	User Role	User Stories / System Related Activities
1	Regional Administrator	• reset user passwords • start events • start Multi- Region Events • manage events, attach documents to events, receive notifications, respond to/send forms/ receive completed form • view events • receive push notifications or status changes
2	Hospital User	• update status information for events • view events • respond to forms

		• push notifications for status changes
3	EMS/Dispatch	• event views • ability to see what the facility status is • push notifications for status changes
4	Public Health User	• ability to distribute documents

4.10.10 Vendor will create and provide a User Access Form for the HPTS and Pharmacy users and administrators to complete. This form shall include role assignment and registration. This form will allow multiple users and access designations. Vendor shall distribute this form to users and administrators to complete. Vendor shall track the process to assure that the system is accessible, at the appropriate level, to designated WV Hospitals and Pharmacy staff.

Comply. Vendor will collaborate with customer to design a User Access Form for role assignment and registration. Vendor will collaborate directly with Administrators who will provide this form to end users for completion.

Vendor will assure the system is accessible and at the appropriate level to designated WV Hospitals and Pharmacy Staff.

4.10.11 Vendor shall provide a system that migrates and crosswalks the current Continuum HPTS and includes a Pharmacy Tracking module.

Comply. The Pharmacy Tracking module as contemplated in this RFP is simply an additional set of Resources and Status Types where pharmacies will be able to input the data. We will ensure the current Continuum HPTS data and Pharmacy data as indicated in Exhibit 9 of the solicitation provided is created in your implementation of EMResource. In addition, should you need to query your Resources for additional information, you may do so within minutes by creating new Events. Our standard training will walk you through this process. In addition, if the pharmacies wish to automate the data submission through API, EMResource has robust API that can support such data ingestion, although services to implement that are not contemplated in our current response.

4.10.12 Vendor shall provide a system that provides a web-based data entry tool to collect and report all required data pertaining to hospital bed and pharmaceutical capacity tracking to all West Virginia Hospitals, Pharmacists, and others as determined by the CTP. There will be multiple users from each facility. The vendor will make this tool available without charge to these entities.

Comply. EMResource is a web-based solution for collecting and reporting data as indicated above. In addition, as indicated in our response to 4.10.11, if, in the future, the pharmacy systems wish to automate this data submission, our technology can support that.

4.10.13 Vendor shall provide a system that can broadcast messages to all entities on a front page, as well as separate electronic notification (e-mail, text message, etc.) (Exhibit 4).

Comply. EMResource provides a landing page where messages can be posted. In addition, EMResource supports communication and collaboration between its users via alerts posted in the application with email, in-app notifications, and text messages. This mechanism is used to broadcast messages across facilities for coordination of resources or notification of important events.

4.11 Vendor shall meet the requirements for Hospital Bed Tracking and Pharmacy Module
Note: Vendor must work with WVDHHR/BPH CTP to comply with all Assistant Secretary for Preparedness and Response (ASPR) mandated items, as located in PAHPRA, the preparedness and all hazards reauthorization act, surrounding hospital available bed reporting as stated in the ASPR Cooperative Agreement Funding Opportunity Announcement.

Comply. Vendor meets the requirements and will collaborate with the customer to allow customer to continue to comply with necessary agencies' mandated items surrounding hospital bed available bed reporting.

4.11.1 As necessary, Vendor must be available 24/7 via phone or other agreed to mechanism to work with The CTP to alter/add/delete any data points in the system that the CTP is unable to maintain.

Comply. Juvare's Support Center is available on a 24/7 basis through Juvare's Support organization; technical support requests submitted through Juvare's Support portal (https://support.juvare.com) are actively monitored, reviewed, triaged and dispositioned by trained technical support specialists. In addition, Juvare's Support Center can be contacted directly via both phone and e-mail to request and receive help and support with all application technical support questions and issues.

4.11.2 Vendor must work with the CTP in support of communication drills to test the functionality of the system. This includes providing real time technical assistance for system malfunctions during the drill.

Comply. Vendor will work with the CTP to support communication drills to test the system provided adequate advance notice is provided to vendor.

4.11.3 Vendor shall provide a system that will interface electronically to report data daily. Data reported are the numbers of available beds at each hospital, sorted by bed category. This data must be reportable for the individual facility, Health Care Coalitions (HCC), Trauma Regional Groupings, and statewide.

Comply. EMResource can be configured to meet this need of daily bed data reportable by multiple types of agencies as required above.

4.11.4 Vendor must provide the ability to have different categories of state level users as well as Hospital and Pharmacy User Types.

Comply. EMResource provides different user categories across multiple agencies and user types.

4.11.5 Vendor must provide state level users the ability to add and delete individual hospitals or agencies.

Comply. State level admins can add and individual hospitals or agencies. Users can also be deactivated, which terminates their access. Users cannot be deleted out of the system due to logging of data based on user actions, and deactivation solves the business problem contemplated in this request.

4.11.6 Vendor must provide individual hospitals the ability to update specific bed categories daily in a format like or equal to Exhibit 5.

Comply. Hospitals can update specific bed categories on a daily basis. They may do so directly from the web application, and they can also upload a CSV file if that is more convenient for them. As an additional Option that is proposed as a part of this RFP, hospitals may establish API connectivity to the system, enabling them to automate data flow and increase data velocity. For example, several hospitals are able to send data every 15 minutes, ensuring up-to-date information for all EMResource users without additional manual effort.

4.11.7 Vendor must provide fields for individual hospital or agency data, including name, address, phone, Global Positioning System data, last updated status, etc.

Comply. Fields are provided to collect individual and or agency data as described above and tracks last updated status.
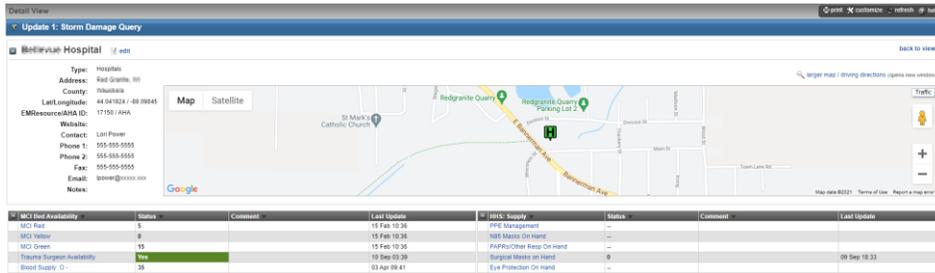

4.11.8 Vendor must provide the ability to hover (place cursor over the words or graphic to obtain a definition) over items for definitions.

Comply. As noted in the screenshot below, upon hover a definition is reflected and upon click the definition appears. Definitions do not appear upon hover due to the level of detail contained within the descriptions.
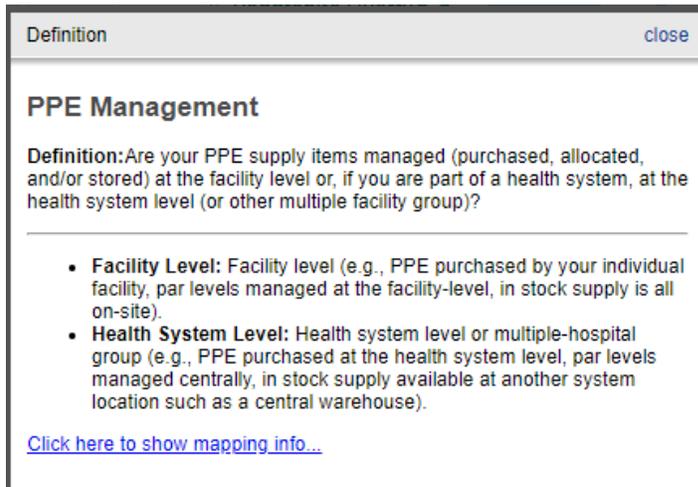
4.11.9 Vendor must be able to provide descriptions of hospital bed types as part of the guidance and ability to hover over these descriptions.

Comply. As mentioned above, the definitions are reflected upon hovering, and visible via a click.
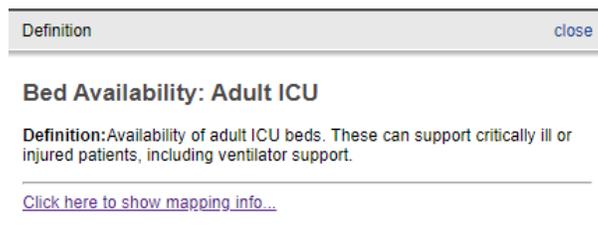
4.11.10 Vendor must provide separate listings for total beds and available beds. Individual hospital users must be able to edit both categories.

Comply. EMR is highly customizable in all data values, display views and user role management. In addition, EMResource also includes calculated status types that use the input in certain fields to compute data that might be meaningful elsewhere. An example could be total beds, which could be the sum of two distinct Status Types.

4.11.11 Vendor must provide a message board for hospitals or agencies to post information for other users in a format like or equal to Exhibit 4.

Comply. EMResource users with appropriate permissions can create Informational Events that trigger a banner notification as seen in the image below. Our clients frequently use these to alert other hospitals with information from law enforcement such as a BOLO.

4.11.12 Vendor must provide the ability to denote whether a hospital is a ChemPack site, as well as denote the ChemPack Type.

Comply. EMResource provides the ability to denote whether a hospital is a ChemPack site, as well as denote the ChemPack Type.

4.11.13 Vendor must provide the ability for state level users to send a mass notification that will alert users to an emergency state, and the ability to input messaging regarding details of the emergency. This capability must apply to individual agencies, HCCs, a Trauma Region(s) or statewide and must include the WV CTP, hospitals, pharmacies, dialysis, or other agencies. This system must have the ability to send the alert via email, text, and phone (Exhibit 6).

Comply. EMResource supports communication and collaboration between its users via alerts posted in the application with email, through in-app notifications, and text messages. This mechanism is used to broadcast messages across facilities for coordination of resources or notification of important events.

4.11.14 Vendor must provide the ability to send messages via methods including text, email, and phone with information such as disasters and supply needs to individual hospitals or agencies, HCCs, Trauma Regions, or statewide (Exhibit 4).

Comply. EMResource supports communication and collaboration between its users via alerts posted in the application with email, in-app notifications, and text messages. This mechanism is used to broadcast messages across facilities for coordination of resources or notification of important events.

4.11.15 Vendor must provide the ability for hospitals to indicate whether services including at least the following: orthopedic, ophthalmology, pediatrics, OB/GYN, oncology, radiology, laboratory, psychology/psychiatry, cardiology, urology, etc. are not available, the reason, along with an expected time when the service(s) will again be available in a format with fields like or equal to Exhibit 7.

Comply. The system provides this ability out of the box. In addition to providing this ability, the State may elect to – after agreeing to certain data sharing agreements - share a subset of their data with neighboring states or regions that also have EMResource. For example, several states share their hospital capacity data with hospitals on the other side of a state border who may be able to help – or who may require help – during an incident.

4.11.16 Vendor must provide state level users with the ability to input Custom Questions for individual hospitals, as well as the ability to generate reports of the same (Exhibit 8).

Comply. Juvare provides state level user with the ability to input custom questions for individual hospitals. EMResource calls these Status Types, which may be created by users with the appropriate permissions.

4.11.17 Vendor must provide the ability for individual hospitals to provide both totals and numbers of available for all the following categories: beds, dialysis machines - fixed and portable, morgue capacity, ventilators, and negative pressure area, room, or space for caring for patients with certain infectious diseases.

Comply. The system provides the ability for individual hospitals to provide both totals and numbers of available for all the categories listed ("Status Types" in EMResource). In addition, Administrators can also create Calculated Status Types to aggregate different data as needed.

4.11.18 Vendor must provide individual hospitals with the ability to report decontamination capabilities - the number of patients per hour that can be processed.

Comply. The system provides the ability for individual hospitals to report decontamination capabilities. These are simply an EMResource Status Type.

4.11.19 Vendor must provide the ability for individual hospitals to note total and available numbers and types of Personal Protective Equipment.

Comply. The system provides the ability for individual hospitals to note total and available numbers and types of Personal Protective Equipment. These are simply an EMResource Status Type.

4.11.20 Vendor must provide the ability for individual hospitals to list Pharmacologic Cache data: types and available quantities or doses in a format like or equal to Exhibit 9.

Comply. The system provides the ability for individual hospitals to list Pharmacologic Cache data. These are simply an EMResource Status Type. An Event in EMResource with these Status Types can be stored as a template that can be deployed as soon as the information is required.

4.11.21 Vendor must provide individual hospitals the ability to report patient surge capabilities.

Comply. The system provides the ability for individual hospitals to report patient surge capabilities. If you elect to use our API for statewide use, these may be automated by hospitals that are able to submit data through API.

4.11.22 Vendor must have the ability to generate the following reports: specialty services; closed services; and available beds by individual hospital, HCC, Trauma Region, Statewide and/or by bed type (Exhibit 10).

Comply. EMResource includes a robust reporting engine capable of producing reports on virtually any data available in the system. In addition, it also allows users to produce reports as of a previous point in time, which is useful when creating trending data.

4.11.23 Vendor must provide state level users the ability to search by entity type, county, HCC, Trauma Region, and individual hospital or agency.

Comply. Juvare confirms that EMResource is capable of developing inpatient "Dashboards" that can be configured to search by:
- **Entity type**
- **County**
- **HCC**

- **Trauma Region**
- **Individual Hospital**

4.11.24 Vendor must provide state level users the ability to search entity update information by date, individual hospital or agency, HCC, Trauma Region, and statewide.

Comply. EMResource provides snapshot reporting capability to search on any data available in the system. For any data at a given point in time, EMResource enables users to search through the user interface.

4.11.25 Vendor must provide reports on hospital available beds by bed category and individual hospital, HCC, Trauma Regional bed availability by bed category, and statewide bed availability by bed category. This report should include totals.

Comply. EMResource includes a robust reporting engine capable of producing reports on virtually any data available in the system. Users can run these reports at their own convenience through the user interface.

4.11.26 Vendor must include the following bed categories and descriptions: Bum Beds, Emergency Department Beds, Adult Floor Beds, Pediatric Floor Beds, Adult Cardiac ICU Beds, Adult General ICU Floor Beds, Neonatal ICU Beds, Pediatric ICU Beds, Isolation Capable Beds, Nursery Beds, Operating Room Beds, and Rehabilitation/Long Term Beds.

Comply. EMResource provides these bed categories and descriptions. These are simply an EMResource Status Type.

4.11.27 Vendor must have the ability to send reports automatically to select state level users regarding daily status of closed services and provide state level users with the ability to retrieve a closed services report at any time from the system.

Comply. Reports can be run at any time and can be searched back to show status at a specific point in time.

4.11.28 Vendor must have the ability to generate hospital or agency reporting compliance reports by individual hospital or agency, HCC, Trauma Region, or statewide. Vendor must have the ability to generate individual hospital reports with specific totals and availability of selected bed types, as well as the ability to select one or all bed types and generate an individual hospital report. The system must be able to generate reports by one or all bed types for a specific HCC, Trauma Region, or for a statewide report.

Comply. EMResource includes a robust reporting engine capable of producing reports on virtually any data available in the system.

4.11.29 From a list of no more than three jobs (for example Pharmacist, Lead Pharmacist, etc.) provided by the CTP, vendor will add jobs and associated roles (security rights) to the Pharmacy section of the State application for West Virginia.

Comply. This is a standard, out-of-the-box ability for EMResource. Specifically, users with the appropriate permissions will have the ability to view certain Views in EMResource, and the ability to edit the applicable Status Types that are required.

4.11.30 Provided jobs should include at least one responsible for administrative tasks regarding a Pharmacy, such as adding and removing personnel from a Pharmacy profile, one responsible for making updates, and one for personnel receiving messages from the system.

Comply.

4.11.31 Vendor must provide HPTS messaging system to allow for emergency activation of these pharmacy entities.

Comply. EMResource supports communication and collaboration between its users via alerts posted in the application with email and text messages. This mechanism is used to broadcast messages across facilities for coordination of resources or notification of important events.

4.11.32 Vendor must provide an updated capability to the Pharmacy entity type with no more than ten items for Pharmacy personnel to answer supplied by the CTP and included in current system.

Comply.

4.11.33 Vendor will provide a capability for items to be addressed by Pharmacy personnel completing an update by means of Yes or No answers, free text answers, single select answers, and multi-select answers.

EMResource supports Yes or No answers, free text answers, and single select answers. EMResource does not support multi-select answers.

4.11.34 Limited logic operations (show/hide) will be supported for these items, for example hiding an item, unless another item is answered in a certain specified manner.

Comply. Juvare has the ability to enable Status Reasons to be required when a certain data value is selected.

4.11.35 Vendor must have the ability to provide a Date and Time stamp that indicates when Pharmacy personnel have updated items. This will be recorded and shown on a Pharmacy profile.

Comply. System tracks and provides last updated information. This is at the field-level, so the user can not only see when the last update was made at a pharmacy location, but when the last update was made to any given field.

4.11.36 Vendor must provide reporting capability that allows the CTP to view the answers given by Pharmacy personnel to update items on a specified date.

Comply. Juvare supports this through our snapshot reports.

4.11.37 The vendor must provide the ability to create an interface wherein documents (Word or fillable PDF) and web links to articles and other resources may be posted for consumption by all Pharmacies. They would not be Pharmacy-specific.

Comply.

4.11.38 Vendor must provide the ability for pharmacy personnel to view their Pharmacy profile for read-only access to these links and articles and these will effectively become attributes on the profile in their own section.

Comply. Resources aka Pharmacy Profile can be set to a read-only format and the system allows for publishing of external links into the system for quick and easy access to external sources.

4.11.39 Vendor must restrict access to this interface via job role which may be added to a job on the State level. This will allow the CTP full control over who, outside the Vendor organization. would be allowed to perform the stated document and web link functions.

Comply. All of these administrative tasks are accessible to be permissioned via our Profile Roles functionality.

5. CONTRACT AWARD:

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

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

5.2 Pricing Page: Vendor should complete the Commodity Lines within wvOASIS in full as failure to complete in its entirety may result in Vendor's bid being disqualified. Please specify an all-inclusive price for the system and services referenced herein.

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

Confirmed. Please see the completed Pricing Page in wvOASIS. Also, please see Attachment A for Pricing details.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. If 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.
Confirmed.

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 90 working days after receiving a purchase order. Contract Items must be delivered to Agency at West Virginia WVDHHR/BPH CTP 505 Capitol Street, Suite 200 Charleston, West Virginia 25301.
Confirmed. With the understanding the contract is for software as a service and therefore shipment will be activation of the EMResource within 90 days of both receipt of awarded contract and purchase order.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
Comply.

6.3 Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
Comply.

6.4 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
N/A. The contract is for Software-As-A-Service

6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified those items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be

utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

N/A. The contract is for Software-As-A-Service

6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

N/A. The contract is for Software-As-A-Service

7. PAYMENT:
Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Juvare invoices implementation fees upon Contract Award and SaaS fees in annual increments on the earlier of 90 days from Contract Award or Go-Live. Invoices are payable within 60 days as outlined in the Prompt Payment Act of 1995. In the event of a conflict with official State of West Virginia payment procedures as outlined in the Purchasing Division Procedures Handbook, the Prompt Payment Act of 1995 (or equivalent), we will comply with the State Laws and Procedures.

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

All services under this agreement will be performed remotely.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. If 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.

All work will be performed remotely, and as such, access cards are not required to perform service. Should this change and if we are required to be on site, we shall provide this information promptly.

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.

Not applicable, per our comment in 9.1 explaining that we do not expect to be on site to perform any of our obligations as contemplated in this response. Should this change and if we are required to be on site, we agree to comply.

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

Not applicable. Should this change and if we are required to be on-site and provided access cards or keys, we confirm that we will comply: if at any time a card or key is lost, stolen or missing, we ensure this information will be reported directly to the Agency.

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

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

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

Confirmed. We will comply with these requirements for any personnel that need to be present on site.

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

    9.6.1. Immediate cancellation of the Contract.

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

    9.6.3. Any other remedies available in law or equity.

In the event of an inconsistency in the terms of this Section 9.6 and the terms in the Software Services Agreement attached hereto (Attachment C), the terms in the Software Services Agreement, including, without limitation, Attachment 1 - Provisions Required for Federally Funded Procurements incorporated therein, shall control.

10. VENDOR DEFAULT:

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

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

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

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

        10.1.4. Failure to remedy deficient performance upon request.

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

        10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

In the event of an inconsistency in the terms of this Section 10 and the terms in the Software Services Agreement attached hereto , the terms in the Software Services Agreement, including, without limitation, Attachment 1 - Provisions Required for Federally Funded Procurements incorporated therein, shall control.

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.

Juvare has a 24/7 Support Center where users may call for product related assistance. The number of the call center is 877.771.0911 and the email to open a Support Ticket is support@juvare.com. In addition, a Juvare Client Success Manager is available for escalations. At this time, we expect to assign Mr. Fred Sievers as your Client Success Manager given his longstanding relationship in supporting WVHA and multiple hospital stakeholders in WV. His contact information is below:

Contract Manager: Fred Sievers
Telephone Number: 973-571-2527
Email Address: fred.sievers@juvare.com

Purchasing Affidavit

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Collaborative Fusion, Inc.

Authorized Signature: _____ Date: 8/2/21

State of GEORGIA

County of Fulton / JAMES ZU___ to-wit:
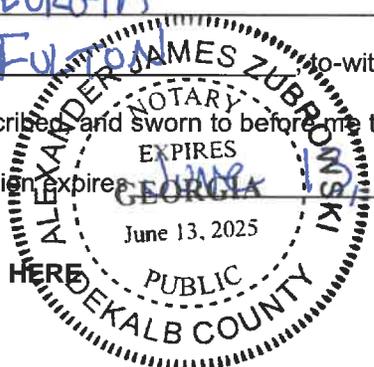
Taken, subscribed and sworn to before me this 2 day of August, 20 21.

My Commission expires June 13 2025, 20___.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)

[Notary seal: ALEXANDER ZUBROWSKI — NOTARY PUBLIC — EXPIRES June 13, 2025 — GEORGIA — DEKALB COUNTY]

Attachment A – Pricing

JUVARE
Prepare. Connect. Respond.

Juvare Contact
Cheryl Beano
cheryl.beano@juvare.com

IF YOU SEND A PURCHASE ORDER FOR THE ITEMS BELOW, THE PURCHASE ORDER <u>MUST HAVE THE QUOTE NUMBER & QUOTE DATE</u> ON THE PURCHASE ORDER TO BE ACCEPTED.

Quote Number: Q-05539

Quote for: WVDH EMResource

Quote Date: August 9, 2021

Quote Expires: October 08, 2021

Quote To:

West Virginia Department of Public Health

West Virginia Department of Health & Human Resources

Charleston, West Virginia 25305

Ship To:

West Virginia Department of Public Health

West Virginia Department of Health & Human Resources

Charleston, West Virginia 25305

Quote Contact:

Samantha Stamper, HPP Director

sstamper@hefwv.org | (304) 353-9728

Thank you for your support of Juvare products and services! If you are ready to proceed with a purchase order, address all purchase orders to **EMSystems, LLC, 235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303.** The terms and conditions of the master agreement by and between Juvare, LLC (or the above affiliate) and the Client (as set forth in the applicable master agreement) shall govern and control this Quote and all services, products and deliverables provided pursuant to this Quote (any terms and conditions in the purchase order that attempt to add, change, remove or otherwise modify terms and conditions set forth in such master agreement shall not be effective unless and until signed in a written amendment by and between the parties to the master agreement. Any such modifications via a purchase order shall be deemed null and void).

Quotes issued in US Dollars and are exclusive of applicable taxes and travel expenses. Items not manufactured by Juvare are subject to change. Substitutes will be provided for customer consideration and approval.

IF YOU SEND A PURCHASE ORDER FOR THE ITEMS BELOW, THE PURCHASE ORDER <u>MUST HAVE THE QUOTE NUMBER & QUOTE DATE</u> ON THE PURCHASE ORDER TO BE ACCEPTED.

We look forward to working with you and your staff!

Year 1

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXEMR-PC	**EMResource**	$89,600.00	1	$89,600.00
700-P-EMR-JXE	**Professional Services - EMResource Implementation**	$24,000.00	1	$24,000.00
701-P-TFIVE	**Professional Services - 5 Days Pre-Paid Estimated Travel Expenses- OPTIONAL**	$2,250.00	1	$2,250.00
800-R-STS-1	**Professional Services - Training** Up to 5 sessions	$5,000.00	1	$5,000.00
401-S-EMRAPI-1	**Statewide EMResource API** API to automate information collection from all West Virginia hospitals (up to 1-API per facility)	$65,000.00	1	$65,000.00
700-P-SCP-100-2	**Professional Services - Service Credit Plan - 100 hours (EMSuite)**	$22,500.00	1	$22,500.00
			Subtotal:	**$208,350.00**

Year 2

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXEMR-PC	**EMResource**	$92,288.00	1	$92,288.00
401-S-EMRAPI-1	**Statewide EMResource API** API to automate information collection from all West Virginia hospitals (up to 1-API per facility)	$66,950.00	1	$66,950.00
			Subtotal:	**$159,238.00**

Year 3

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXEMR-PC	**EMResource**	$95,056.64	1	$95,056.64
401-S-EMRAPI-1	**Statewide EMResource API** API to automate information collection from all West Virginia hospitals (up to 1-API per facility)	$68,958.50	1	$68,958.50
			Subtotal:	**$164,015.14**

Year 4

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXEMR-PC	**EMResourceX Powered by Juvare Exchange - per Capita**	$97,908.34	1	$97,908.34
401-S-EMRAPI-1	**EMResource Interface/API**	$71,027.26	1	$71,027.26
			Subtotal:	**$168,935.60**

Additional Disclaimer

Totals listed above are exclusive of applicable taxes.

Work cannot be started and dates for services cannot be secured until the applicable initial payment has been received. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

If the "Bill To" entity above is tax-exempt, such entity shall be responsible for providing all necessary documentation to show such tax-exempt status.

Estimated amounts for Pre-Paid Travel Expenses are for informational purposes only; all Travel Expenses incurred by Juvare or its affiliate shall be invoiced to and paid by Client.

Attachment B – ISO Certificates

A-LIGN

CERTIFICATE OF REGISTRATION

Information Security Management System

ISO/IEC 27001:2013

This is to certify that the Information Security Management System of:

Juvare
235 Peachtree St., Suite 2300
Atlanta, Georgia 30303

Conforms with the requirements of ISO/IEC 27001:2013 for the scope listed below:

Juvare designs and promotes enterprise resiliency to help clients manage daily operations, respond to disruptions, and emergencies for its clients and business. The Information Security Management System (ISMS framework serves as Juvare's mechanism to appropriately identify, select, maintain, and improve information security controls that are critical its connected technology solutions that foster mutual assistance. The scope of the certification shall address those information assets for which Juvare's (ISMS) is employed to appropriately preserve the confidentiality, integrity and availability.

Certificate Number: ISMS-JU-52719
Issue Date: 5/27/2019
Re-Issue Date: 6/9/2020

Statement of Applicability: Version 1.0 (2/21/2020)
Expiry Date: 5/27/2022

Issued by:

EVP, Compliance Services

CERTIFICATE OF REGISTRATION

Information Security Management System

ISO/IEC 27001:2013

The Information Security Management System and scope includes the following locations which conform with the requirements for ISO/IEC 27001:2013:

Additional Locations:

241 18th St. South, Ste 603 Arlington, Virginia 22202

Jonavos str. 60
Kaunas, LT-44192 Lithuania

Registered Activities Included:

Sales, Software Engineering, Professional Services

Human Capital, Professional Services, Software Engineering, Infrastructure, Sales

Certificate Number: ISMS-JU-52719   Statement of Applicability: Version 1.0 (2/21/2020)

Issue Date: 5/27/2019   Expiry Date: 5/27/2022

Re-Issue Date: 6/9/2020

Attachment C – Software Services Agreement

<center>

COLLABORATIVE FUSION, INC.

SOFTWARE USE AGREEMENT

</center>

This Software Use Agreement (the "**Agreement**"), entered into as of this ___ day of _____, 2021 ("Effective Date"), is by and between the West Virginia Department of Health and Human Resources, Bureau for Public Health, Cdenter for Threat Preparedness ("Client"), a(n) political subdivision of the State of West Virginia having its principal place of business <insert main business address for Client; this is the same as the notice address>, and **Collaborative Fusion, Inc.** ("CFI"), a Delaware Corporation with its principal place of business located at 235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303; each a ("Party") and collectively the ("Parties"). The following Schedules are attached and incorporated to this Agreement hereto:

1. Schedule 1 – Definitions
2. Schedule 2 – Subscription and Fees; Payment Schedule
3. Schedule 3 – Statement of Work (If Necessary)

<center>

RECITALS

</center>

A.   CFI is a provider of managed resource management, mass communication, patient tracking, and credentialing solutions that enhance emergency preparedness and response to medical emergencies, mass casualty events and public health incidents.

B.   CFI desires to provide to Client and its Authorized Users, and Client desires, on behalf of itself and its Authorized Users, to obtain from CFI, a Software-as-a-Services ("SaaS") based Subscription to certain CFI provided Software solutions and Services, in accordance with the terms and conditions of this Agreement.

<center>

AGREEMENTS

</center>

In consideration of the Recitals and agreements that follow, the Parties agree as follows:

1. <u>Definitions</u>. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings set forth in <u>Schedule 1</u>.

2. <u>Subscription Access and Services</u>.

(a) <u>Subscription Access</u>. Subject to the terms and conditions of this Agreement and Client's timely payment of all Fees due hereunder, CFI hereby grants to Client a limited, non-exclusive, non-transferable right to Use the Software, without any right to sublicense, and to permit Authorized Users to Use the System, during the Term (the "Subscription"). No license to the Software is being provided to Client by CFI pursuant to this Agreement.

(b) <u>Services</u>. CFI will provide Client with access to and use of the Subscription and will perform any Implementation Services and Training Services as may be set forth on <u>Schedule 2</u>; as of the Effective Date of this Agreement, the parties agree there are no Implementation Services or Training Services to be performed by CFI. CFI shall perform such other services and provide Modules as the Parties may mutually agree in writing by executing a revised or amended <u>Schedule 2</u> specifying the Services, Modules and all applicable Fees.

(c) <u>Authorized Users</u>. Client may permit Authorized Users to Use the Subscription only to the extent necessary for Client to coordinate health information in the State of West Virginia. Client shall at all times be responsible for the Authorized Users' compliance with this Agreement, and any breach by an Authorized User of any provision of this Agreement shall be deemed to be a breach by Client. Without limiting any other right or remedy available to CFI, CFI shall have the right at any time, with or without prior notice, to suspend or terminate access to the Subscription by any Authorized User that violates any provision of this Agreement.

(e) <u>Internet Access</u>. A high-speed Internet connection obtained and maintained by Client, at its sole cost and expense, is

required for proper transmission of the Software. The Parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, CFI makes no guarantee that any given user will be able to access the Subscription at any given time. There are no assurances that access will be available at all times and uninterrupted, and CFI shall not be liable to Client for its inability to access the Subscription.

3. <u>Communication Notifications</u>. Client acknowledges that all content, data, text, messages and other material ("Content") contained in a voice, text, e-mail, Short Message Service ("SMS"), or other telephonic or electronic notification, including prerecorded and artificial voice and autodialed messages (collectively referred to hereinafter as "Communication Notification") sent by Client or its Users through the Services, Software, and Hosted Services are the sole responsibility of Client. Under no circumstances will CFI or any of its providers be responsible for any loss, damage, or liability arising out of the Content of any Communication Notification, including any mistakes contained in the Content or the use or transmission of the Content. Client acknowledges that all Content is the sole responsibility of Client. Client is solely responsible for the integrity and quality of the Content. Client agrees not to use the Services, Software, and Hosted Services to send any unsolicited Communication Notification. Client also certifies that it will not use rented or purchased lists, email append lists, "scraped" lists, or any other list that contains email addresses captured in any other method than opt-in. Client will not send any Communication Notification unless (i) (a) the recipient of the message is an employee of Client sending the message, (b) is using a device owned or paid for by Client sending the message, (c) using a personal device and the User has given Client permission to communicate with them via the device, or (d) Client has obtained "opt-in" consent from the User; (ii) applicable to sending SMS only, CFI provides Users with a mechanism for opting out of receiving messages, including information on how to "opt-out" through the Services, Software, and Hosted

Services. Client acknowledges that it is Client's responsibility to obtain prior express consent from its Users prior to sending any SMS. CFI utilizes two-step verification or double opt-in to verify email addresses of new Users. Client acknowledges and agrees to the double opt-in procedures. In the event that Client cannot agree to the double opt-in procedure, Client must sign a waiver and release of liability form which CFI will provide to Client. Users can opt-out of receiving messages from Client by sending a message to Client Administrator with "unsubscribe" in the text or removing themselves from the Communication Notifications and Client shall be responsible for ensuring they have removed such Users; (iii) Client represents and warrants that it will send Communication Notifications in accordance with this Agreement; (iv) Client has determined that the phone numbers to be called exclude emergency numbers and other numbers that may not be called using an automated system under applicable law; (v) Client agrees to comply with all international, including, but not limited to, the General Data Protection Regulation ("GDPR), U.S. federal, state and local laws, including but not limited to, the Fair Debt Collection Practices Act, Telephone Consumer Protection Act ("TCPA"), Controlling the Assault of Non-Solicited Pornography And Marketing Act ("CAN-SPAM"), Federal Trade Commission or any other international, U.S. federal or state regulatory authority; (vi) Client will not: (a) violate any regulation of the U.S. Securities and Exchange Commission or any stock exchange, infringe one another's rights in intellectual property, is invasive of another's right to privacy, or violate any privacy laws, privacy policies of Client or any other third parties or do anything that would justify a complaint to the Federal Communications Commission; (b) engage or facilitate any illegal, unethical, deceptive or misleading practices in connection with the use of the Services, Software, and Hosted Services, including, but not limited to, creating a false identity or forged email, phone or message header or otherwise attempt to mislead others as to the identity of the sender or the origin of the message; (c) use the Services, Software, and Hosted Services in connection with any junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); (d) provide, or knowingly allow any third parties to provide, Content or other material to be transmitted in connection with or through the Services, Software, and Hosted Services which: is defamatory, libelous, obscene, pornographic or is harmful to minors; promotes violence, discrimination, or illegal activities; transmit any material that contains viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment; or (e) violate any law, statute, ordinance or regulation, (including without limitation the laws and regulations governing export control); (vii) Client is allowed to send SMS in text format only; no binary SMS messaging is allowed. Violations of any law or condition set forth herein may result in immediate suspension or cancellation of the Services in order to protect CFI' ability to deliver Services, Software, and Hosted Services. CFI may at its sole discretion determine whether a Communication Notification meets acceptable criteria and will be uploaded to the Software. Client hereby acknowledges that CFI merely provides Software for facilitating the sending of Client's Communication Notifications, and that Client shall have sole responsibility and liability for its messages and communications. Client also agrees to defend, indemnify and hold harmless CFI from and against any claims or damages which may result from the Client and its Authorized Users Use of the Services, Software, and Hosted Services, including, but not limited to, claims, damages, or lawsuits threatened or filed

by third parties as well as inquiries and investigations by local, state and federal regulators. CFI reserves the right to hold, suspend or terminate Client's account or access to the Services, Software, and Hosted Services for any alleged violation of this Section and/or any unusual or suspicious activity related to Client's account. If Communication Notifications are included in the Fees set forth on Schedule 2, such Fees are for Communication Notifications to U.S. based telephone numbers only; CFI will invoice Client, and Client shall pay such invoice, for any Communication Notifications sent to telephone numbers that are not U.S. based.

4. Fees; Payments.

(a) Fees. As consideration for Use of the Subscription and the Services, if any, provided by CFI under this Agreement, Client shall pay to CFI all Fees as set forth on Schedule 2. Client shall pay each invoice within 30 days of the date of such invoice.

(b) Adjustment. After the Initial Term, CFI may increase the amount of any Fees upon no less than 90 days' prior written notice to Client.

(c) Expenses. Client will pay or reimburse CFI for reasonable out-of-pocket costs and expenses (including, without limitation, travel and lodging expenses) incurred by CFI and approved in advance by Client.

(d) Taxes. All amounts charged by CFI are exclusive of, do not include, and Client shall be solely responsible for payment of, all sales, excise, use, value added, withholding, import or other taxes, tariffs and duties which are imposed to the Software and Services by or under the authority of any government or any political subdivision thereof, except for any taxes based upon CFI's net income, assets or worth. CFI shall invoice Client for amounts it is obligated to collect or is allowed to recover as such taxes, tariffs and duties. Client's obligations for the payment of taxes, tariffs and duties payable hereunder shall survive the expiration or termination of this Agreement. If the transaction or the Client is exempt from taxes, CFI will not charge tax provided that Client timely provides CFI with a valid exemption certificate or other evidence of such exemption in a form reasonably acceptable to CFI. To the extent permitted under applicable laws and regulations, CFI will not charge tax on transactions for the electronic delivery of the Software and Services. All payments due from Client shall be made without any deduction or withholding on account of any Taxes, charge or penalty, except required by law, in which case the sum payable by Client from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, CFI receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

(e) Overdue Payments. If Client fails to pay to CFI any Fees as and when such Fees are due: (i) Client will pay interest on any such Fees at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable Law from the date such Fees are due; (ii) CFI may suspend all Use of the Subscription and the performance of any other services which CFI is then performing for Client; and (iii) CFI may terminate this Agreement as set forth in Section 10. Client shall also reimburse CFI for all costs and expenses incurred by CFI, including, without limitation, reasonable attorney's fees, in collecting any amounts due CFI.

5. Client Responsibilities.

(a) Generally. During the Term, Client shall:

(i) obtain, operate, support and maintain all User Equipment, at its sole expense;

(ii) require its Authorized Users to use a password to access the Subscription that is at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number;

(iii) ensure the security and proper use of all user login names and passwords, including, without limitation, by changing passwords on a regular basis, no sharing login credentials, and otherwise comply with all security measures required by CFI;

(iv) designate a single Contact Person to work with CFI to implement and maintain its Use of the System;

(v) ensure that no virus is introduced into the Subscription and that no disruption to the Subscription occurs due to any action or failure to act on the part of Client or any Authorized User;

(vi) providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software the User Equipment;

(vii) be responsible for providing its own high-speed Internet connection necessary to access and Use the System, and in no event shall Client be provided with direct access (by modem or otherwise) to the Subscription server, other than access that is available to third parties generally through the Internet. Client is responsible for procuring and maintaining the network connections that connect Client's network to the Software, including, but not limited to, "browser" software that supports protocols used by CFI, including Secure Socket Layer (SSL) protocol or other protocols accepted by CFI, and to follow procedures for accessing services that support such protocols. CFI is not responsible for notifying Client or its Authorized User of any upgrades, fixes, or enhancements to any such software or for any compromise of data, including Client Data, transmitted across computer networks or telecommunications facilities (including, but not limited to, the Internet) which are not owned, operated, or controlled by CFI. CFI assumes no responsibility for the reliability or performance of any connections as described in this subsection;

(viii) Client agrees not to: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Software available to any third party, other than Authorized Users in furtherance of Client's internal business purposes as expressly permitted by this Agreement; (b) use the Software to process data on behalf of any third party other than Authorized Users; (c) modify, adapt, or hack the Software, or otherwise attempt to gain unauthorized access to the Software or related systems or networks; (d) falsely imply any sponsorship or association with CFI, (e) use the Software in any unlawful manner, including but not limited to violation of any person's privacy rights; (f) use the Software to send unsolicited or unauthorized junk mail, spam, pyramid schemes, or other forms of duplicative or unsolicited messages; (g) use the Software to store or transmit files, materials, data, text, audio, video, images, or other content that infringes on any

person's intellectual property rights; (h) use the Software in any manner that interferes with or disrupts the integrity or performance of the Software and its components; (i) attempt to decipher, decompile, reverse engineer, or otherwise discover the source code of any software making up the Software; (j) use the Software to knowingly post, transmit, upload, link to, send, or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Software to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103 ("PHI"); (l) use the Software to knowingly post transmit, upload, link to, send, or store any viruses, malware, trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); or (m) try to use, or use the Software in violation of this Agreement; and

(ix) ensure that all Authorized Users comply with the terms and conditions of this Agreement.

(b) Notification. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify CFI and use best efforts to cease any further occurrence of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of CFI related to the Subscription that is known or suspected by Client or its Authorized Users; (iii) any use of false identity information to gain access to or use the Subscription or (iv) any loss or theft of a hardware device on which an Authorized User has access to the Subscription (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves PHI, and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. **Notwithstanding the foregoing, THE SUBSCRIPTION, INCLUDING, THE SOFTWARE AND ANY SERVICES THERETO, ARE NOT COMPLIANT WITH THE REQUIREMENTS OF THE HIPAA AND SHOULD NOT BE USED TO STORE, TRANSMIT, ACCESS OR USE PHI.**

(c) Rights Upon Notification. Upon CFI' receipt of notification given by the Client of a Security Breach Event, CFI shall have the right to immediately, without notice to Client, suspend Client's access to the Subscription until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the System, (ii) any other intellectual property rights of CFI or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in its Use of the System. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to CFI unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference CFI in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide CFI written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent

media outlets, as applicable) and receive CFI written approval to include CFI in such notification.

6. Client Data.

(a) General. As between the Parties, Client shall be solely responsible for the procurement, provisioning, processing and updating of all Client Data, and for the content, accuracy and completeness of all Client Data. Client represents and warrants that neither the Client Data nor the possession or use thereof by or on behalf of Client (including its storage, transmission and/or processing by the Subscription in accordance with the Documentation) will violate any Law or the rights of any person or entity (including, without limitation, those applicable to privacy or personally identifiable information). Client shall defend, indemnify and hold CFI harmless, at Client's sole cost and expense, from and against any damages and third party claims that arise from (a) infringement or contributory infringement to the extent caused in whole or in part by Client, its Authorized Users, agents, representatives, employees or by third parties under Client's direction; (b) additions, changes or modifications to the Subscription or services by or on behalf of Client; (c) incorporation of the services or any component thereof into any other Client product or process; (d) use of the services by Client other than as permitted by this Agreement or applicable Schedule or Statement of Work; (e) Client's breach of any of its obligations under this Agreement or an applicable Schedule or Statement of Work; (f) any personal injury or property damage caused by Client; (g) Client's breach of any national, federal, state or local law or regulation in connection with Client's use of the Subscription or services; (h) Client's performance of services for Client's clients; (i) claims against CFI by Client's clients, customers or third parties that Client communicates with using the services; and (j) libelous, slanderous, indecent or other statement concerning or arising out of Client's statement or publications to or about individuals or business entities.

(b) Ownership of Client Data. As between CFI and Client, all Client Data is and shall remain the property of Client. CFI shall not, without Client's written consent, use or disclose Client Data other than in the performance of its obligations under this Agreement or as may be required by applicable Law.

(c) Safeguarding Client Data in the System. The Subscription includes certain security features intended to prevent unauthorized access to Client Data, as described in the Documentation. Such features may include, to the extent specified in the Documentation, software or devices which (i) require Authorized Users to enter user identification codes and passwords prior to gaining access to the System, (ii) track the addition and deletion of Authorized Users and (iii) control access by any Authorized User to areas and features of the Subscription as designated by the applicable Authorized User.

(d) Recovery of Client Data. If any Client Data is lost or damaged due to the acts or omissions of CFI while resident in the System, CFI shall use commercially reasonable efforts to assist Client in its efforts to recover such data.

7. Confidential Information. The Parties contemplate the disclosure of certain confidential and proprietary information between the Parties in connection with each Party's performance of its obligations or rights hereunder. The terms in this Section 7 shall govern the obligations of the Parties related to the confidentiality of such information.

(a) Definitions. For purposes of this Section 7, (i) "Confidential Information" means any information in written, oral or tangible or intangible form, including, without limitation, documents, plans, business, product, marketing, licensing or sales activities, policies, practices, outlooks, studies, reports, analyses, analytics made on the data entered into and use of the System, strategies or forecasts, finances, customer names, customer list, customer data, revenue, pricing, costs or profits, released or unreleased products including, but not limited to, development, research, designs, specifications, performance characteristics, source codes, formulas, algorithms, data, techniques, processes, inventions, testing strategies, industry, software, hardware, user manuals, Client Data, that is disclosed by one party to the other party during the term of and in connection with this Agreement; (ii) "Discloser" means the party that discloses its Confidential Information to the other party in connection with this Agreement; and (iii) "Recipient" means the party that receives or is provided access to the Confidential Information of the Discloser in connection with this Agreement.

(b) Recipient's Obligations. The Recipient shall handle, use, treat and utilize the Discloser's Confidential Information as follows: (a) protect all Confidential Information received from the Discloser from unauthorized use or disclosure pursuant to the terms of this Agreement; (b) take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information consistent with the efforts used to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than a reasonable standard of care; (c) use such Confidential Information only for the purpose of performing its obligations pursuant to this Agreement or using the Subscription granted hereunder or discussing additional transactions pursuant to this Agreement; (d) except as otherwise limited elsewhere in this Agreement, reproduce such Confidential Information only on a need to know basis; (e) restrict disclosure of such Confidential Information to its officers, directors and employees on a need to know basis; and (f) restrict disclosure of such Confidential Information to it contractors on a need to know basis and only where such contractors are subject to written agreement with the Recipient sufficient to enable the Recipient to require its contractors to comply with Recipient's obligations hereunder (in no events shall Client disclose Confidential Information disclosed by CFI to a third party, including a Client contractor, that is, directly or indirectly, a competitor of CFI). The Recipient shall immediately notify the Discloser in the event it becomes aware of any unauthorized use or disclosure of the Discloser's Confidential Information. In addition, with respect to any equipment, component, software, or other items delivered to the Recipient by the Discloser, the Recipient shall not reverse engineer, disassemble, decompile, or otherwise analyze the physical construction of, any such items. Other than as expressly provided elsewhere in this Agreement, this Agreement shall not transfer or convey any title to or ownership of the Discloser's Confidential Information to the Recipient.

Notwithstanding the CFI' obligations elsewhere in this Section 7, Client understands that CFI does not require any information for the performance of Services hereunder, and that CFI cannot guarantee the security of Client Data when added to the Juvare Exchange (if Client has a purchased subscription to the Juvare Exchange), or stored on Client's applicable equipment and hardware, or transmitted or accessible when using the internet or other services providers. CFI shall not be liable or responsible to Client or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any

unauthorized access to, disclosure or use of information stored by Client in the Software, including, without limitation, within the Juvare Exchange, or while such information is transmitted or accessible through the Software, the internet, or services providers. Additionally, CFI shall not be responsible for any breach of security or confidentiality caused by Client's failure to maintain the confidentiality and control of its user identification numbers or passwords related to its use of the Software provided hereunder.

(c) Exceptions to Confidential Information. The definition of Confidential Information does not apply to any Confidential Information which the Recipient can demonstrate: (a) is wholly and independently developed by the Recipient without the use of Confidential Information of the Discloser; (b) at the time of disclosure was publicly known and made generally available in the public domain prior to the time of disclosure, becomes publicly known and made generally available after disclosure through no action or inaction of Recipient, or is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by the Discloser; (c) is received by the Recipient without obligation of confidentiality or restriction on use from a third party that, to the good faith knowledge of the Recipient, had no confidentiality obligations related to such Confidential Information; or (d) is approved for release by written authorization of the Discloser, but only to the extent of and subject to such conditions as may be imposed in such written authorization. Additionally, the Recipient may disclose the Discloser's Confidential Information solely to the extent required by subpoena, court order, or government requirement to be disclosed, provided that the Recipient shall give (if legally permitted to do so) the Discloser prompt written notice of such subpoena, court order or government requirement so as to allow such Discloser to have an opportunity to obtain a protective order to prohibit or restrict such disclosure (and Recipient shall reasonably cooperate with the Discloser, at the Discloser's expense, in such efforts). Confidential Information disclosed pursuant to subpoena, court order or government requirement shall otherwise remain subject to the terms applicable to Confidential Information.

(d) Return of Confidential Information. Upon written request of the Discloser at any time or following the termination of this Agreement, the Recipient shall return to the Discloser the Discloser's Confidential Information and the Recipient shall certify in writing, by an authorized representative of Recipient, that all Confidential Information of Discloser has been returned. Notwithstanding the foregoing, in no event shall any Client Data, that is entered into or shared in the Juvare Exchange (if Client has a purchased subscription to the Juvare Exchange) be returned to Client or removed from the Juvare Exchange; Client understands and acknowledges that any Client Data entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential.

(e) Duration of Confidentiality Obligations. Each party's obligations pursuant to this Section 7, related to Confidential Information disclosed during the term of this Agreement, shall commence on the date of disclosure and survive the expiration or termination of this Agreement as follows: (i) for Confidential Information constituting trade secrets of the Discloser, for so long as such information remains a trade secret or seven (7) years from the expiration or termination of this Agreement, whichever is longer, and (ii) for all other Confidential Information, for seven (7) years from the expiration or termination of this Agreement.

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

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

9. Limited Use of the System.

(a) Client Rights to Use. Client shall not, and shall ensure that each Authorized User shall not:

(i) use the Subscription for a service bureau application or for commercial software hosting services without CFI' prior written consent;

(ii) use the Subscription other than as necessary for Client's or such Authorized User's coordination of medical services within the State of West Virginia or publishing of health information with respect to the State of West Virginia ;

(iii) modify, adapt, translate or create derivative works based on any part of the System;

(iv) commercially exploit, market, license or distribute access to or use of the System, or otherwise permit anyone other than Authorized Users to access or use the System;

(v) challenge CFI' Rights in the System;

(vi) assist or cooperate with any third party in challenging CFI' Rights to the System; or

(vii) remove any copyright, trademark or other notices that appear on or in the System.

(b) CFI Ownership Rights. CFI shall retain all Rights in the Subscription and neither Client nor any Authorized User shall have or obtain any such Rights.

(c) Subscription Updates. CFI may enhance or modify the Subscription in its sole discretion. CFI will provide notice to Client prior to implementation of enhancements or modifications of the Subscription that materially diminish the functionality of the System. Client acknowledges and agrees that CFI retains all Rights in any modifications to the System, including but not limited to modifications resulting from requests for changes made by Client or any Authorized User or at the request of Client or any Authorized User. Client acknowledges that access to the Subscription be limited or unavailable from time to time due to technical support.

(d) Third Party Software. The Subscription may incorporate software under a license to CFI or its affiliates from a third party ("Third Party Software"). If the licensor of any Third-Party Software requires Client's agreement to the terms and conditions of such use through an End User License Agreement ("EULA"), CFI will provide such EULA to Client. In order to use the System, Client agrees to be bound by all EULA(s) provided during the Term whether by hardcopy or displayed upon installation or use of the System. Client's use of the Subscription subsequent to such notice(s) shall constitute Client's acceptance of such EULA(s). Client shall not use any Third-Party Software embedded in or provided in connection with the Subscription on a stand-alone basis or in any way other than as embedded in, provided in connection with, or for use with the Subscription and the applicable EULA.

(e) Audit Rights. From time to time, CFI may audit Client's use of the Subscription to ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. In the event Client is not in compliance with the terms and conditions of this Agreement, CFI may, in addition to other remedies available under this Agreement, or at law or in equity, invoice Client, and Client shall pay such invoice, for any Use out of compliance and for CFI' costs and expenses of such audit.

10. Term and Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date of this Agreement and, unless terminated as set forth in this Section, shall (i) continue for an initial period ending sixty (60) months following the [Effective Date of this Agreement, or the Commencement Date, or the date of Acceptance] (the "Initial Term") and (ii) automatically renew on each annual anniversary thereafter for additional successive one-year terms (each a "Renewal Term" and, with the Initial Term, referred to as the "Term"), provided that either party may non-renew the Subscription to the Software as of the end of the Initial Term or any subsequent Renewal Term, on not less than 60 days' prior written notice of non-renewal to other party. Any such non-renewal shall be effective as of the end of the Initial Term or subsequent Renewal Term, as applicable, following the expiration of such 60-day notice period.

(b) Termination for Cause. This Agreement or any Schedule or any Statement of Work hereto may be terminated as follows: (i) by CFI upon the breach by Client of any of its payment obligations under this Agreement or any Schedule or Statement of Work hereto, which breach has not been cured within five (5) days after Client has received written notice thereof, (ii) by one party upon the breach by the other party of any of such other party's material obligations under this Agreement or any Schedule or any Statement of Work that has not been cured within thirty (30) days after the breaching party has received written notice thereof (provided, however, that there shall be no cure period in the event of a breach by Client of its obligations related to CFI' intellectual property), or (iii) by CFI if all or a substantial portion of the assets of Client are transferred to an assignee for the benefit of creditors or Client files or has filed against it a petition for liquidation under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days. If the basis for termination for cause applies only to a specific Schedule or Statement of Work, CFI may elect to terminate only the affected Schedule or Statement of Work, in which case this Agreement and other Schedules or Statements of Work will remain in full force and effect. A breach of the terms

of this Agreement or any Schedule or any Statement of Work by an Authorized User shall be deemed to be a breach of the terms of this Agreement or any Schedule or any Statement of Work by Client.

(c) Effective Date of Termination for Cause. Termination for cause based upon 10(b)(i) above shall be effective on the 6th day after Client received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the Parties (and agreed in writing) during the five (5) day cure period. Termination for cause based upon 10(b)(ii) above shall be effective on the 31st day after the breaching party received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the Parties (and agreed in writing) during the thirty (30) day cure period; provided, however, if a breach under 10(b)(ii) is not subject to cure (e.g., disclosure of a party's Confidential Information), termination for cause is effective immediately upon the party providing written notice of termination to the breaching party consistent with the notices provision of this Agreement. Termination for cause based upon 10(b)(iii) above shall be effective immediately after the assignment for benefit of creditors has been made or the filing of a petition for liquidation under bankruptcy or other insolvency laws and such have not been dismissed, dissolved or the petition lifted or stayed.

(d) Effects of Termination. Termination of this Agreement shall result in the termination of all outstanding Schedules or any Statements of Work hereto, and termination of all outstanding Schedules or any Statements of Work hereto shall result in the termination of this Agreement. Upon termination of this Agreement and/or any Schedules or any Statements of Work hereto for any reason, any amounts owed to CFI under this Agreement or any Schedules or any Statements of Work hereto, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the payment in full of all annual subscription Fees payable for the remaining term of any Schedules or any Statements of Work hereto or the Agreement pursuant to any Schedules or any Statements of Work hereto (to the maximum extent allowed by law) and the remaining balance of unpaid fees for professional services. All Subscriptions and Services, if any, granted under this Agreement and all Schedules or any Statements of Work hereto shall immediately terminate upon termination of this Agreement. All Subscriptions and Services, if any, granted pursuant to an applicable Schedules or any Statements of Work hereto shall terminate upon the expiration or termination of the applicable Schedules or any Statements of Work hereto. Upon termination of the Agreement, CFI will immediately cease performing all Services and terminate Client and Authorized User access to the Subscription. CFI shall have no obligation for retaining or maintaining a copy of any such Client Data or information from the Subscription following the date of expiration or termination of the Schedules or any Statements of Work hereto governing such information or (if sooner) the expiration or termination of this Agreement. CFI shall be entitled, without further liability, to destroy all such Client Data or information from the Subscription following the effective date of expiration of the Term or termination of the Schedules or any Statements of Work hereto governing such information or (if sooner) the termination of this Agreement. Notwithstanding the foregoing, in no event shall any Client Confidential Information, including, without limitation, the Client Data, that is entered into or shared in the Juvare Exchange be returned to Client or removed from the Juvare

Exchange; Client understands and acknowledges that any Client Confidential Information, including, without limitation, the Client Data, entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential.

11. Warranty, Limitations.

(a) Warranty by CFI. CFI warrants that it will use reasonable care in performing any services to be provided by CFI under this Agreement. Except as provided in this Section 11(a), the Software and related services are being provided "as is, where is" and Client bears complete and sole liability for Client's use of and reliance on the System, even if such use or reliance were to produce incorrect information or erroneous result.

(b) Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 11(A), CFI HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, NON-INFRINGEMENT, CAPACITY AND PERFORMANCE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY CFI OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY, AND CLIENT IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. CFI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE OR ACCESS THERETO OR USE THEREOF WILL BE UNINTERRUPTED OR FREE OF ERRORS, DEFECTS OR SOFTWARE PROBLEMS OR ISSUES.

(c) Warranty by Client. Client represents and warrants that (a) the performance of its obligations and use of the Software by Client and its Authorized Users will not violate any applicable laws or regulations, CFI' rules and regulations or cause a breach of any agreements with any third parties; (b) it will not interfere with CFI' systems or the use of any services or systems by other CFI' clients; (c) it will not provide or enter any Client Data or other information into the Software or Systems that may or does contain PHI; (d) it will not provide or enter any Client Data or other information into the Software or Systems that may or does contain personal data as regulated by the General Data Protection Regulation 2016/679 (the "GDPR"); and (e) it will not send any notifications, be it SMS, email, text, pager alerts, phone calls, using the Software or Systems without obtaining the consent of any User or recipient as required by applicable laws, statutes, or regulations. In the event of any breach of any of the foregoing Client warranties, in addition to any other remedies available at law or in equity, CFI will have the right, in its sole reasonable discretion, to terminate or suspend immediately any related Software if deemed reasonably necessary by CFI to prevent any harm to CFI, its clients and/or its business. CFI may, if a cure is practical in CFI' sole discretion, provide to Client notice and an opportunity to cure the breach, and if cured to CFI' full satisfaction, CFI will restore the Software or access to the Software.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY EXHIBITS OR ATTACHMENTS HERETO AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CFI (INCLUDING ITS AFFILIATES) SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY EXHIBIT, QUOTES OR ORDERS HEREUNDER (HOWEVER ARISING, UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SOFTWARE OR SERVICES AND/OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE SOFTWARE OR SERVICES, EVEN IF CFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. SUBJECT TO THE FOREGOING AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FOR THIS AGREEMENT AND EACH QUOTE FOR SUBSCRIPTION OR SERVICES HEREUNDER, IN NO CASE SHALL CFI' (INCLUDING ITS AFFILIATES) AGGREGATE LIABILITY DURING ANY THREE (3) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT (THE FIRST OF WHICH SHALL COMMENCE ON THE EFFECTIVE DATE OF THIS AGREEMENT) UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNTS ACTUALLY PAID TO CFI BY CLIENT PURSUANT TO THIS AGREEMENT DURING SUCH THREE (3) MONTH PERIOD (EXCLUDING TRAVEL EXPENSES). THE PARTIES UNDERSTAND AND AGREE THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENTS A REASONABLE ALLOCATION OF RISKS, AND EACH PARTY EXPRESSLY CONSENTS TO SUCH ALLOCATION. CFI SHALL HAVE NO LIABILITY OF ANY KIND IN THE EVENT CLIENT'S RECORDS OR OTHER DATA SUBMITTED FOR PROCESSING ARE LOST OR DAMAGED.

13. General.

(a) Entire Agreement. This Agreement and the Schedules attached hereto constitute the entire agreement between the Parties and supersede all prior agreements, understandings and arrangements between the Parties with respect to the subject matter thereof. Any provisions, terms or conditions on Client's purchase orders which are, in any way, inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon CFI and shall have no applicability hereunder.

(b) Relationship of the Parties. The relationship established between the Parties by this Agreement shall be solely that of vendor and vendee. Under no circumstances shall the contractual relationship between the Parties be deemed or construed as one of agency, partnership, joint venture, employment or otherwise, except for the vendor/vendee relationship.

(c) Severability. If any provision shall be held to be invalid or unenforceable for any reason, the Parties agree that such invalidity or unenforceability shall not affect any other provision of this Agreement, the remaining provisions shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable.

(e) Assignment. Client may not assign (via assignment, merger, or by operation of law) this Agreement or its rights or delegate

its duties hereunder without CFI' prior written consent, and any purported attempt to do so is null and void. CFI may assign this Agreement to a third party and may subcontract all or a portion of the Services to be performed by third parties in connection with this Agreement. This Agreement shall be binding on each party's successors and permitted assigns. Additionally, CFI may delegate the performance of its obligations to its Affiliates and third-party providers, provided CFI remains responsible to Client for the delivery of Agreement obligations and the compliance of such Affiliates and third-party providers with this Agreement.

(f) Survival. In addition to those provisions hereof which, by their terms, provide for survival following the termination of this Agreement, the provisions of sections 6, 7, 10(d), 11, 12, 13, and the Schedules shall survive the termination of this Agreement.

(g) Notices. All notices shall be in writing and sent by certified mail (return receipt requested), overnight courier, or delivered personally to the addresses indicated on the first page of this Agreement for the applicable intended recipient, or such other address as either party may indicate by at least ten (10) days' prior written notice to the other party. All notices to CFI shall be directed to the attention of the President/CEO of CFI, with a copy of all such notices also sent to the attention of its Legal Department at the same address for CFI. Notice will be effective on the date shown on the delivery receipt or, in the case of personal delivery, actual receipt. All notices required pursuant to the Agreement shall be provided in strict compliance with this Section 13(g).

(h) Authorized Signer. Each party represents that the person signing this Agreement and any Schedule or Statement of Work hereto has been properly authorized and empowered to execute and deliver this Agreement and any Schedule or Statement of Work hereto on behalf of such party.

(i) Governing Law; Jurisdiction; Venue. This Agreement is made and will be governed and construed in accordance with the laws of the State of Delaware (other than the Uniform Computer Information Transactions Act, UCITA, as may be adopted in Delaware), without regard to conflict of law principles. The Parties agree that UCITA as it may be adopted by governmental bodies from time to time shall not apply to this Agreement or to any Schedule or Statement of Work hereto entered into or issued pursuant to this Agreement. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to this Agreement or any Schedule or Statement of Work hereto executed pursuant to this Agreement. The Parties further consent to the exclusive jurisdiction and venue of the Georgia State Courts or United States Federal Courts located in or having jurisdiction for CFI' place of business in Atlanta, Georgia, and such courts will be the exclusive venue for any subsequent claims, suits, or causes of action between the Parties. Each party irrevocably consents to the jurisdiction of, and exclusive venue in, the applicable courts. The terms of this Section shall be subject to the terms of Section 13(j) below in the event of any conflict.

(j) Dispute Resolution. Subject to the "Confidential Information" Section herein, the Parties agree to resolve all differences or disputes arising out of or relating to this Agreement shall be resolved and settled by final and binding arbitration administered by the Judicial, Arbitration, Mediation Services (J.A.M.S.) pursuant to J.A.M.S.' then-current arbitration rules; provided, however, that in the event that J.A.M.S. shall be

unavailable for any reason, then the arbitration shall be filed with and administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Any such arbitration shall be conducted before a single arbitrator in a proceeding held in the Atlanta, Georgia area. The arbitrator shall award to the prevailing party in such arbitration such party's attorneys' charges, arbitrator's charges, J.A.M.S.' charges (or, if applicable, AAA's charges) and other costs incurred by the prevailing party in such arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The language of the arbitration shall be English. The arbitrator shall apply the substantive law of Delaware when resolving the differences before them and shall not resort to any conflict of law rule that would call for the application of the law of another jurisdiction. The arbitrator shall take into account principles of legal privileges, such as those involving the confidentiality of communications between a lawyer and a client. The arbitrator shall render any monetary award in U.S. dollars. Notwithstanding the foregoing, the Parties reserve the right to seek injunctive relief in a court of competent jurisdiction to protect any intellectual property rights and to prevent the release of Confidential Information.

(k) Waiver. The failure of any Party to insist, in any one or more instances, upon the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term or condition.

(l) Priority. The attached Schedules form part of this Agreement. If there is any apparent conflict or inconsistency between the provisions set forth in the body of this Agreement and the provisions set forth in any Schedule, the provisions set forth in the Agreement shall prevail. The Parties contributed equally to the drafting of this Agreement and this Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such document to be drafted.

(m) Remedies. Each Party shall be entitled to exercise any legal, equitable or other rights or remedies to which it is entitled, including, without limitation, the right to obtain injunctive relief or specific performance with respect to the violation of any term or condition of this Agreement. Each such remedy shall be cumulative and not exclusive.

(n) Force Majeure. No breach of any obligation of CFI in this Agreement or an Exhibit, Statement of Work or Quote shall constitute an event of default or breach to the extent it arises out of a cause, existing or future, that is beyond the reasonable control of CFI, including without limitation, "acts of god" (such as earthquake, natural disaster, or flood), war, terrorists' acts, riot, theft, labor disputes, government regulations, curtailment of transportation, or a cause making CFI' performance impossible or commercially impracticable or the like.

(o) Publicity/Use of Name. CFI and Client herein agree to permit the occasional use of each other's name and logo as well as reference to this Agreement and the Services in their respective promotional advertising, press releases and public relations efforts. All such use will be only in a manner that reflects positively upon the other party. CFI may, without obtaining Client's prior written consent, place Client's name on a list of CFI' customers.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement, to be effective as of the Effective Date set forth above. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by CFI.

Client: **Collaborative Fusion, Inc.**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

/End of Agreement; Schedules follow.

Schedule 1 to Software Use Agreement

Definitions

Unless defined in the Agreement, capitalized terms used in the Agreement will have the meanings set forth below:

a) "Acceptance" or "Accepted" has the meaning set forth in Section 3(b)(iii). In the event <u>Schedule 2</u> does not specify that the System will be subject to acceptance testing, then the System shall be deemed Accepted upon the Commencement Date.
b) "Acceptance Criteria" has the meaning set forth in Section 3(a).
c) "Acceptance Period" means a period of 14 days commencing on the date CFI advises Client that the System is ready to begin acceptance testing, or such other period as may be specified in <u>Schedule 2</u>.
d) "Affiliate" means an entity that controls, is controlled by, or is under common control with a party hereto.
e) "Authorized User" means a health care provider, health department or other medical professional authorized by Client to Use the Subscription to coordinate emergency services and health information in the Region, and any employee of Client whose job function requires Use of the System.
f) "Client Data" means data input by Client or Authorized Users into the Subscription and derivative data resulting from the processing of such input data by the System.
g) "Commencement Date" shall be deemed to be complete on the sooner to occur of (i) the day that the Software is available for production, (ii) the date of Client's first use of the Software in a live production environment, or (iii) the 60th day immediately following the date of Client's execution of the Agreement (or if for an amendment, Exhibit or Statement of Work adding Software License(s) under the Agreement, the Client's execution of such subsequent amendment, Exhibit or Statement of Work).
h) "Communication Notification" has the meaning set forth in Section 3.
i) "Confidential Information" means as set forth in Section 7.
j) "Contact Person" means a person qualified by education and training to use and understand the applicable User Equipment and the System.
k) "Documentation" means the documentation and terms of Use applicable to the Subscription or a particular Module, as published on the CFI web site and as amended from time to time at CFI' sole discretion.
l) "Fees" means any amounts due under the Agreement, including those fees set forth on <u>Schedule 2</u>.
m) "Implementation Services" means services (if any) to be performed by CFI in connection with the configuration and implementation of the System, as specified on <u>Schedule 2</u>.
n) "Law" means all applicable state, federal and local laws, rules and regulations.
o) "Module" means a particular software-as-a-service module hosted, managed and operated by or on behalf of CFI and to which Client desires to obtain a right to Use under the Agreement, as described on <u>Schedule 2</u>.
p) "Region" means The State of West Virginia
q) "Rights" means all right, title and interest in and to the System, including all intellectual property rights, know-how and Subscription design and functionality.
r) "Software" means the software applications identified in an applicable Schedule to the Agreement for incorporation into the System, including, without limitation, all updates, modifications, customizations or new versions of the Software provided through Support Services under the Agreement.
s) "Subscription" has the meaning set forth in Section 2.
t) "Support Services" means the technical support services for the Software provided by CFI pursuant to the Agreement.
u) "System" means each of the Modules and associated Documentation, including any enhancements or modifications thereto implemented or provided by CFI from time to time in its discretion.
v) "Telecom Phone Minutes" has the meaning set forth on Schedule 2.
w) "Term" has the meaning set forth in Section 10.
x) "Training Services" means any training (if any is identified on <u>Schedule 2</u>) to be performed by CFI in connection with the Client's and its Authorized User's Use of the Subscription.
y) "Use" means accessing and using the Subscription in accordance with the terms and conditions of the Agreement (including, without limitation, any additional limitations or restrictions specified in <u>Schedule 2</u>) and the applicable Documentation.
z) "User Equipment" means the hardware, equipment, and third party software, and communications lines or capabilities that may be necessary for Client or any Authorized User to Use the System.

/End of Schedule 1

Software Subscription and Fees (further to Quote No. Q--05352 dated July 19, 2021): Upon payment of the Fees set forth below pursuant to the Payment Schedule on this Schedule 2 below, the following Software shall be made available for Use* by Client and its Authorized Users on a SaaS Subscription basis for the Term set forth in the Agreement and all Use of the Software shall be governed by the Agreement:

Year 1

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXEMR-PC	EMResource	$89,600.00	1	$89,600.00
700-P-EMR-JXE	Professional Services - EMResource Implementation	$24,000.00	1	$24,000.00
701-P-TFIVE	Professional Services - 5 Days Pre-Paid Estimated Travel Expenses	$2,250.00	1	$2,250.00
800-R-STS-1	Professional Services - Training Up to 5 sessions	$5,000.00	1	$5,000.00
401-S-EMRAPI-1	Statewide EMResource API API to automate information collection from all West Virginia hospitals (up to 1-API per facility)	$65,000.00	1	$65,000.00
700-P-SCP-100-2	Professional Services - Service Credit Plan - 100 hours (EMSuite)	$22,500.00	1	$22,500.00
			Subtotal:	$208,350.00

Year 2

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXEMR-PC	EMResource	$92,288.00	1	$92,288.00
401-S-EMRAPI-1	Statewide EMResource API API to automate information collection from all West Virginia hospitals (up to 1-API per facility)	$66,950.00	1	$66,950.00
			Subtotal:	$159,238.00

Year 3

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXEMR-PC	EMResource	$95,056.64	1	$95,056.64
401-S-EMRAPI-1	Statewide EMResource API API to automate information collection from all West Virginia hospitals (up to 1-API per facility)	$68,958.50	1	$68,958.50
			Subtotal:	$164,015.14

Contract Grand Total (plus applicable taxes)	$531,603.14

Payment Schedule: For purposes of this Schedule 2 and for the Software Subscription identified above, CFI shall invoice, and Client shall pay, the amounts set forth below according to below payment schedule:

   (i)   The "**Total Year 1 Fees for Subscription**" set forth above in the amount of **$208,350.00 USD** (plus applicable taxes) shall be invoiced by CFI to Client upon receipt of the Agreement (executed by Client); and

   (ii)   Client shall reimburse CFI for all "eICS Telecom Phone Minutes" utilized by Client in its use and access to the eICS Subscription, including, without limitation, sending Notifications. All Telecom Phone Minutes will be invoiced in arrears to Client at actual cost on a quarterly basis and such costs are incurred and reconciled against the pre-paid Telecom Phone Minutes, if any and paid pursuant to item (i) above in these payment terms;

   (iii)   Subsequent annual Fees for the Subscription during the Term shall be invoiced by CFI to Client so that such amounts are due and payable prior to the anniversary of each applicable annual period; and

   (iv)   Client shall reimburse CFI for all Travel Expenses incurred by CFI personnel in the performance of services hereunder. All Travel Expenses will be invoiced to Client at actual cost plus associated travel agent and other service fees and applicable per diems

as such services are performed and such costs are incurred and reconciled against the pre-paid Travel Expenses, if any and paid pursuant to item (i) above in these payment terms.

All charges in this Schedule 2 and the Agreement are exclusive of taxes and are in addition to any charges set forth in any other Statement of Works or Addenda or Quotes to the Agreement or in the Agreement. All invoices are due and payable thirty (30) days from the date of the invoice and interest fees/late charges (as provided in the Agreement) shall apply to any invoiced amounts not paid within the time periods provided in this Schedule 2 or in the Agreement.

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

The Subscription will not be provided until the applicable initial payment has been received by CFI. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

Notwithstanding anything to the contrary in this Schedule 2 and the Agreement, Client has 60 days from execution of this Agreement by Client to permit CFI to implement the Subscription provided hereunder into production. Should Client fail to permit CFI to implement the Subscription into production within such 60-day period, all unpaid amounts set forth above shall be immediately due and payable by Client to CFI and the implementation shall be deemed complete as of the end of such 60-day period. Client may then provide CFI written notice when Client is ready to implement the Subscription. CFI will not have any obligations for warranties applicable to the Subscription, Software and services to issues experienced by Client, to the extent caused by Client's use of such Subscription prior to CFI's completion of the implementation of the Subscription.

<u>**Schedule 3 to Software Use Agreement**</u>

STATEMENT OF WORK - No. _____

(intentionally blank - follows immediately hereinafter)

/End of Schedule 3

CERTIFICATE OF REGISTRATION

Privacy Information Management System
ISO/IEC 27701:2019

Juvare, LLC.

235 Peachtree St. NE, Suite 2300
Atlanta, Georgia 30303
United States

A-LIGN Compliance and Security, Inc. certifies that the organization operates a Privacy Information Management System that conforms to the requirements of ISO/IEC 27701:2019. The scope and boundaries of the PIMS is as follows:

Juvare's mission is to empower emergency preparedness and response professionals to protect people, property, and brands. Juvare is a provider of emergency preparedness and response software solutions that provide situational awareness for emergency management and healthcare professionals during unexpected incidents and disaster situations, as well as large-scale planned events and day-to-day operations. The information Security & Privacy Management System (ISMS) framework serves as Juvare's mechanism to appropriately identify, select, maintain, and improve information security and privacy controls that are critical to its cloud based SaaS technology solutions. The scope of the certification shall address those information assets for which Juvare's ISMS is employed to appropriately preserve confidentiality, integrity, availability, and privacy.

The statement of applicability includes control objectives from the ISO/IEC 27701:2019 Annex B framework.

Certificate Number	PIMS-JU-52719	**Original Certification Date**	May 21, 2021
Statement of Applicability	Version 2 (February 25, 2021)	**Expiry Date**	May 27, 2022

ISO 27001 CERTIFIED
A-LIGN

ANAB
ANSI National Accreditation Board
A C C R E D I T E D
ISO/IEC 17021-1
MANAGEMENT SYSTEMS
CERTIFICATION BODY

Authorized by:
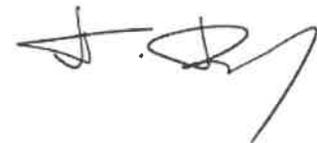
Petar Besalev
EVP of Cybersecurity and Compliance

A-LIGN

Juvare, LLC.

IN-SCOPE LOCATION(S)	REGISTERED ACTIVITY
241 18th St. South, Suite 603 Arlington, Virginia 22202 United States	Sales, Software Engineering, Professional Services
Jonavos Str. 60 Kaunas, Lt-44192 Lithuania	Human Capital, Software Engineering, Professional Services, Infrastructures, Sales
Level 2, 56 Victoria Street Wellington 6011 New Zealand	Human Capital, Software Engineering, Professional Services, Infrastructures, Sales