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Header 5

[List View](#)

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

Procurement Folder: 949919

Procurement Type: Central Master Agreement

Vendor ID: 000000163397 


Legal Name: LOCAL DATA SOLUTIONS LLC

Alias/DBA:

Total Bid: \$162,000.00

Response Date: 11/14/2021 

Response Time: 15:41

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Solicitation Description: WEB-BASED HOME VISITATION SYSTEM 

Total of Header Attachments: 5

Total of All Attachments: 5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Web Based Data Collections System				55000.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments:

Extended Description:

Section 2.1.1 - Web Based Data Collections System

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Training and Support month 1-6				15000.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments:

Extended Description:

Section 2.1.2 - Training and support months 1-6

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Training and Support Year 2				30000.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments:

Extended Description:

Section 4.1.3 - Training and support Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Training and Support Year 3				30000.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments:

Extended Description:

Section 4.1.4 - Training and support Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Training and Support Year 4				30000.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments:

Extended Description:

Section 4.1.5 - Training and support Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Annual Changes in data system	20.00000	HOUR	100.000000	2000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Annual Changes in data system. 20 hour @\$100/hr - Total \$2000.00.

Extended Description:

Section 4.1.2.3 Vendor must provide an hourly rate for annual changes needed as a result of federal reporting changes in the data system.



West Virginia Home Visitation Program (WVHVP)

Project Proposal

Local Data Solutions, LLC

Nov 14, 2021

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Overview

The West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Maternal, Child and Family Health (OMCFH) wishes to establish a contract for a West Virginia Home Visitation Program (WVHVP) system to be used by all home visiting agencies, which will bring data management and benchmarking to scale in all evidence-based home visiting agencies across West Virginia, to be maintained and hosted on Vendor's website during the term of the contract. This proposal outlines how Local Data Solutions, LLC, would fulfill the requirements of that contract.

Local Data Solutions, LLC

Local Data Solutions, LLC (LDS), is a software-development company based in Morgantown, West Virginia, serving local, state, and federal agencies and West Virginia businesses. We provide cost-effective software design, development, and Microsoft Azure cloud-hosting services to businesses and institutions. Our approach to software development ensures businesses and institutions can leverage modern technologies to address everything from simple web presence to the most complicated of business processes. Every application LDS develops is uniquely tailored for each customer's needs and business model.

LDS was established in 2008 by Senior Software Developers Ty Petrice and Parmjit Singh. Both Ty and Parmjit have worked on several major projects at LDS while simultaneously advancing their development skills by working on contracts for the Centers for Disease Control and Prevention's National Institute for Occupational Safety and Health (NIOSH). At NIOSH, they have been and continue to be involved in the development of a wide range of software applications for public health and safety, in areas from mining safety, to publications and website control, to the health aftereffects from the collapse of the World Trade Center on 9/11. Over the last 10 years, they have worked on literally dozens of small, medium, and large systems for the Health Effects Laboratory Division and the Division of Safety Research, serving as project leads and managing numerous other software developers and supporting staff.

A custom application solution requires professional planning from the beginning, and our experienced analysts and programmers have a comprehensive understanding of the technical and personal aspects involved in software development, including requirements analysis, UX/UI design approaches, programming, system infrastructure, and more. Our highly trained team uses modern and proven approaches with technologies to determine and address your organization's needs.

Professional History

LDS has developed multiple significant projects for West Virginia University (WVU) and WVDHHR:

WVU Birth Score Database (WVU & WVDHHR)

[Dashboard](#) and [Client](#) Application

LDS is hosting and implementing new features for the Birth Score database system for the WVU Research Corporation and the **West Virginia Department of Health and Human Resources (WVDHHR)**. This system collects childbirth information from more than 35 hospitals and clinics across the state of West Virginia. The collected data are used to identify and track infants who are at the highest risk for health and developmental problems, to ensure these children have access to appropriate health and special-care systems. The hospital uses a screening checklist to identify babies with a greater likelihood of health problems in the first year of life. The families of at-risk children residing in West Virginia will be referred to doctors of their choice, as well as to **Office of Maternal, Child, and Family Health (OMCFH)** Health Check Program Specialists, or Right From The Start Program nurses or social workers (called Designated Care Coordinators), who are available to offer information and support services.

LDS significantly expanded this system's capabilities and functionality, while ensuring it also complies with HIPAA and meets or exceeds federal information-technology security requirements.

West Virginia Newborn Hearing Screening (WV NHS, WVDHHR)

[Dashboard](#) and [Client](#) Application

In 1998, the **West Virginia state legislature amended Chapter Sixteen of the Code of West Virginia by adding Articles 22A and 22B**. Article 22A requires the testing of newborn infants for hearing loss, and requires that physicians or midwives attending a live birth ensure that a test for hearing loss is performed. Article 22B authorizes the Bureau for Public Health to establish and implement the Birth Score program and requires that hospitals, birthing facilities, attending physicians, and other persons attending a birth determine a birth score.

LDS has recently developed and is hosting the Newborn Hearing Screening system, a case-management system for the **WVDHHR**. This system is designed to automate and simplify many of the tasks related to managing infants with hearing loss or impairment. In addition, the system produces annual reports that will be submitted to the CDC. This system is **HIPAA-compliant** and meets or exceeds federal information-technology security requirements.

West Virginia Prenatal Risk Screening Instrument (WV PRSI, WVDHHR)

[Dashboard](#) and Client Application

The **West Virginia Prenatal Risk Screening Instrument (WV PRSI)** is the tool REQUIRED by WV law to be submitted by every maternity provider of care for women in West Virginia. The PRSI is required for all West Virginia women on their initial obstetrical visit regardless of payment source. Providers shall notify the woman of any identified high-risk conditions and provide referrals as necessary. All information is used only for data analysis of at-risk/high-risk pregnancies and planning purposes by public health officials.

LDS is in process of developing and is hosting the WV PRSI system, **a case-management system** for the **WVDHHR**. This system is designed to automate and simplify many of the tasks related to managing PRSI instrument data. In addition, the system will produce annual reports that will be submitted to the CDC. The application will be composed of two separate interfaces. The first interface is for internal administrators of the system. The administrators be able to manage all user roles, approve/deny medical provider registration upon their own internal verification process, manage medical provider password resets, and review/report on submissions. The second interface is for the medical providers. Medical providers be able to apply for an account, manage their account information, request a password reset, create, edit, manage and submit PRSI forms. This system is **HIPAA-compliant** and meets or exceeds federal information-technology security requirements.

WVU Center for Excellence in Disabilities (CED, WVU)

[Dashboard](#) Application

Established in 1978, the **Center for Excellence in Disabilities (CED)** is located in Morgantown, West Virginia and has a satellite office in Big Chimney, West Virginia with staff located in offices across the state to better serve clients in their communities. CED serve as a resource to the community in the areas of education, research and service as it relates to the needs of people with disabilities.

WVU Center of Excellence for Disabilities web-based system consolidates the current databases supporting 20+ programs under one unified umbrella. This consolidation leads to unified view of the member/client medical data records across different programs.

Faculty And Compensation Tracking System (FACTS, WVU)

[Dashboard](#) Application

The **West Virginia University School of Medicine** tool to manage faculty compensation tracking. The application migrated and duplicated the legacy MS Access database

functionality, add role based access and provide additional functionality such as tracking history of changes. This system is designed to automate and simplify many of the tasks related to faculty, residents and courtesy members onboarding, contracts documentation, management and reporting requirements. The system integrates with Multi-factor Authentication implemented and used by HSC Information Technology Services seamlessly. This system is also **HIPAA-compliant** and meets or exceeds federal information-technology security requirements.

West Virginia Center for End-of-Life Care e-Directive Registry Management System (WV EoL, WVU)

[Dashboard](#) Application

The WV e-Directive Registry, established by the WV Center for End-of-Life Care, allows patients to securely store their advance care planning forms and have them readily available for treating health care providers. The e-Directive Registry is the nation's most comprehensive database of its kind. LDS has developed and hosting e-Directory Registry management system for WV EoL, WVU that simplifies, organize, and manages data workflows for patient documents and information. This Registry management system houses and makes available to treating health care providers West Virginians' advance directive forms, do not resuscitate (DNR) cards, and POST forms. The e-Directive Registry allows these forms to be available 24/7 in the event of an emergency.

West Virginia Network for Infection Control and Epidemiology (WV-NICE, WVU-Marshall University & WVDHHR)

[WV NICE](#)

The **West Virginia Network for Infection Control and Epidemiology (WV-NICE)** is a collaborative effort between Marshall University and West Virginia University to create regional consultation centers for infection prevention and control. The project is funded by grants awarded to the **School of Medicine at both institutions through West Virginia Department of Health and Human Resources (WVDHHR)**. The mission is to provide expert advice, education, and training in the areas of infectious diseases, infection control and infection prevention to facilities and organizations in West Virginia. This will enhance access to evidence-based infection prevention and control strategies for all West Virginians

Student Rotations System, School of Nursing, WVU

[Student Rotations](#)

The rotations system provides nursing students with online patient and activity logs. It also lets faculty manage students, preceptors, and site information. The system provides faculty

with the ability to run custom reports and statistics. Administrators of the system can manage the application data, submission deadlines, preceptors and sites information.

West Virginia Health Careers and Opportunity Program, Health Sciences and Technology Academy (WVU)

[HSC Healthcare Opportunities](#)

The Health Careers and Opportunity Program (HCOP) provides students with online application submission and evaluation surveys for various health career programs, and allows counselors to evaluate applications and view statistics. System administrators can manage the application data, submission deadlines, and all counselor functionalities.

West Virginia Prescription Drug Abuse Quitline, Health Sciences and Technology Academy (WVU)

This online application collects survey data for the West Virginia Prescription Drug Abuse Quitline. The application is written in asp.net using SQL Server database, and allows a staff member to search for an existing record for a caller or to add a new caller to the system. The system provides a selection of surveys to complete, and guides the user through each question and possible responses within the surveys. Responses are recorded so that administrative staff can run reports on the database.

Microsoft Azure Secure Applications Platform

Historically, complete regulated or standard-compliant system solutions were difficult for a small business to provide, as they required significant investment and resources. However, LDS now has the ability to provide enterprise-level solutions. LDS will utilize the Microsoft Azure cloud platform for the proposed project, to create a Secure Application Platform capable of meeting the strictest security standards. This will allow applications with even the most private and sensitive data, including Personally Identifiable Information (PII) and Protected Health Information (PHI), to exist on the platform.

Once created, the Secure Applications Platform will be available as the core of a secured and accredited environment, providing a flexible solution for the Department's current case management system as well as future application needs. The environment is being built to address internal WVU policies, state and federal law, and standards for a healthcare solution. Similar applications with data categorization at or below the current configuration can be co-located within the platform. This could leverage the certified servers if no system conflicts or

competing needs with existing applications are identified during a full integration assessment by LDS. LDS has chosen to utilize Microsoft Azure because it offers the following advantages (cited from <http://azure.microsoft.com/en-us/support/trust-center>):

Design and Operational Security

- **Security Centers of Excellence.** The Microsoft Digital Crimes Unit, Microsoft Cybercrime Center, and Microsoft Malware Protection Center provide insight into evolving global security threats.
- **Security Development Lifecycle (SDL).** Since 2004, all Microsoft products and services have been designed and built from the ground up using its Security Development Lifecycle - a comprehensive approach for writing more secure, reliable and privacy-enhanced code.
- **Operational Security Assurance (OSA).** The Microsoft OSA program provides an operational security baseline across all major cloud services, helping ensure key risks are consistently mitigated.
- **Assume Breach.** Specialized teams of Microsoft security engineers use pioneering security practices and operate with an “assume breach” mindset to identify potential vulnerabilities and proactively eliminate threats before they become risks to customers.
- **Incident Response.** Microsoft operates a global 24x7 event and incident response team to help mitigate threats from attacks and malicious activity.

Security Controls and Capabilities

- **24-hour monitored physical security.** Datacenters are physically constructed, managed, and monitored to shelter data and services from unauthorized access as well as environmental threats.
- **Monitoring and logging.** Security is monitored with the aid of centralized monitoring, correlation, and analysis systems that manage the large amount of information generated by devices within the environment and providing timely alerts. In addition, multiple levels of monitoring, logging, and reporting are available to provide visibility to customers.
- **Patching.** Integrated deployment systems manage the distribution and installation of security patches. Customers can apply similar patch management processes for Virtual Machines deployed in Azure.
- **Antivirus/Antimalware protection.** Microsoft Antimalware is built in to Cloud Services and can be enabled for Virtual Machines to help identify and remove

viruses, spyware and other malicious software and provide real time protection. Customers can also run antimalware solutions from partners on their Virtual Machines.

- **Intrusion detection and DDoS.** Intrusion detection and prevention systems, denial-of-service attack prevention, regular penetration testing, and forensic tools help identify and mitigate threats from both outside and inside of Azure.
- **Zero standing privileges.** Access to customer data by Microsoft operations and support personnel is denied by default. When granted, access is carefully managed and logged. Data center access to the systems that store customer data is strictly controlled via lock box processes.
- **Isolation.** Azure uses network isolation to prevent unwanted communications between deployments, and access controls block unauthorized users. Virtual Machines do not receive inbound traffic from the Internet unless customers configure them to do so.
- **Azure Virtual Networks.** Customers can choose to assign multiple deployments to an isolated Virtual Network and allow those deployments to communicate with each other through private IP addresses.
- **Encrypted communications.** Built-in SSL and TLS cryptography enables customers to encrypt communications within and between deployments, from Azure to on-premises datacenters, and from Azure to administrators and users.
- **Private connection.** Customers can use ExpressRoute to establish a private connection to Azure datacenters, keeping their traffic off the Internet.
- **Data encryption.** Azure offers a wide range of encryption capabilities up to AES-256, giving customers the flexibility to implement the methods that best meets their needs.
- **Identity and access.** Azure Active Directory enables customers to manage access to Azure, Office 365 and a world of other cloud apps. Multi-Factor Authentication and access monitoring offer enhanced security.

Independent Verification

By providing customers with compliant, independently verified cloud services, LDS and Microsoft make it easier for customers to achieve compliance for the infrastructure and applications they run in Azure. Microsoft provides Azure customers with detailed information about security and compliance programs, including audit reports and compliance packages, to help customers assess Azure services against their own legal and regulatory requirements.

In addition, Microsoft has developed an extensible compliance framework that LDS utilizes to enable us to design and build services using a single set of controls, in order to speed up and simplify compliance across a diverse set of regulations and rapidly adapt to changes in the regulatory landscape. More information on specific compliance programs are available here:

<https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx>.

- ISO 27001/27002
- SOC 1/SSAE 6/ISAE 3402 SOC 2
- Cloud Security Alliance CCM
- FedRAMP
- FISMA
- FBI CJIS (Azure Government)
- PCI DSS Level 1
- HIPAA
- CDSA
- Food and Drug Administration 21 CFR Part 11
- FERPA
- FIPS 140-2
- CCCPPF

LDS Software-Development Process Overview

LDS will utilize project management techniques based on PMI's Project Management Body of Knowledge (PMBOK), versions 5 and 6, to establish requirements for and build a web-based performance and case management system to coordinate services and integrate information for children and youth with special healthcare needs. This will provide for a full Software Development Life Cycle (SDLC), and ensure the West Virginia Office of Maternal, Child, and Family Health receives a well thought-out and completely coordinated end product.

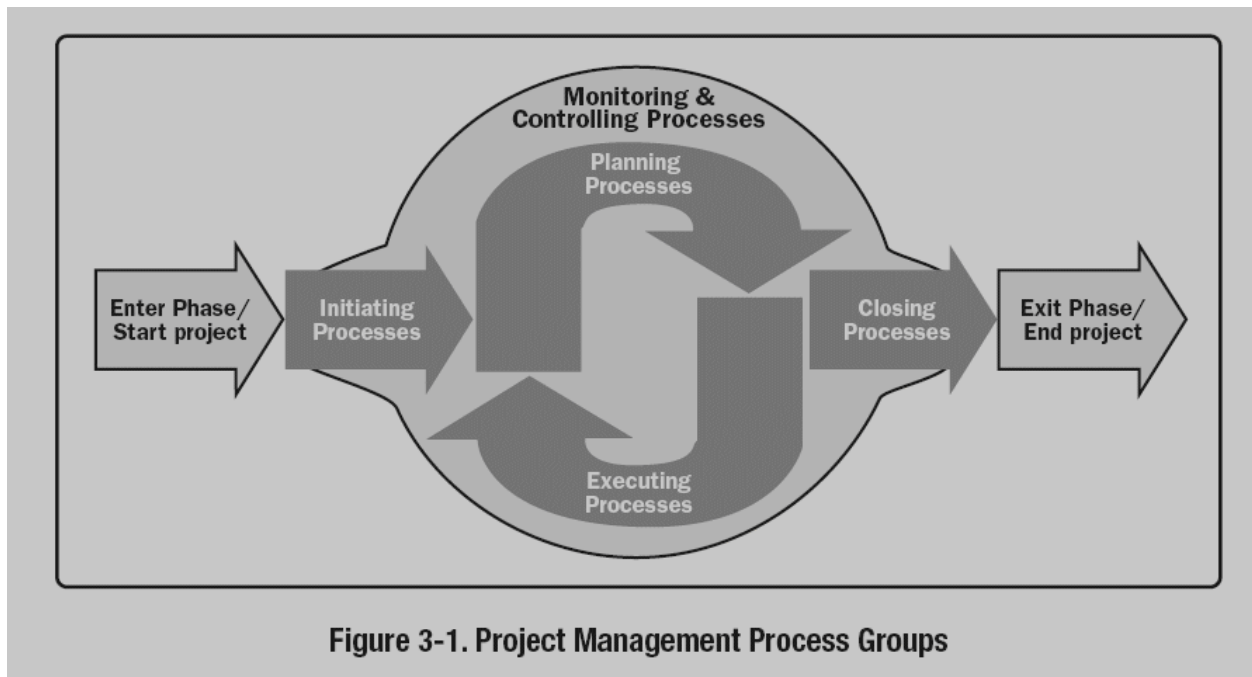


Figure 3-1. Project Management Process Groups

Project Management Process Groups are linked by the outputs which are produced. The Process Groups.

A Guide to the Project Management Body of Knowledge (PMBOK® Guide)—Fifth Edition (ENGLISH) (Kindle Locations 1376-1377). Project Management Institute. Kindle Edition.

LDS's high-level process steps are:

1. Initiating
2. Planning
3. Executing
4. Monitoring and Controlling
5. Closing and Exiting (project completion)
6. Ongoing Maintenance and Support

The first steps are crucial for effective project planning, and LDS invests great care and deliberation in these initial stages. Before any design or development occurs, we make certain to involve key stakeholders in numerous discussions and thoroughly understand their goals and

concerns for the project. Only then do we begin project planning, in accordance with the stakeholders' needs and desires.

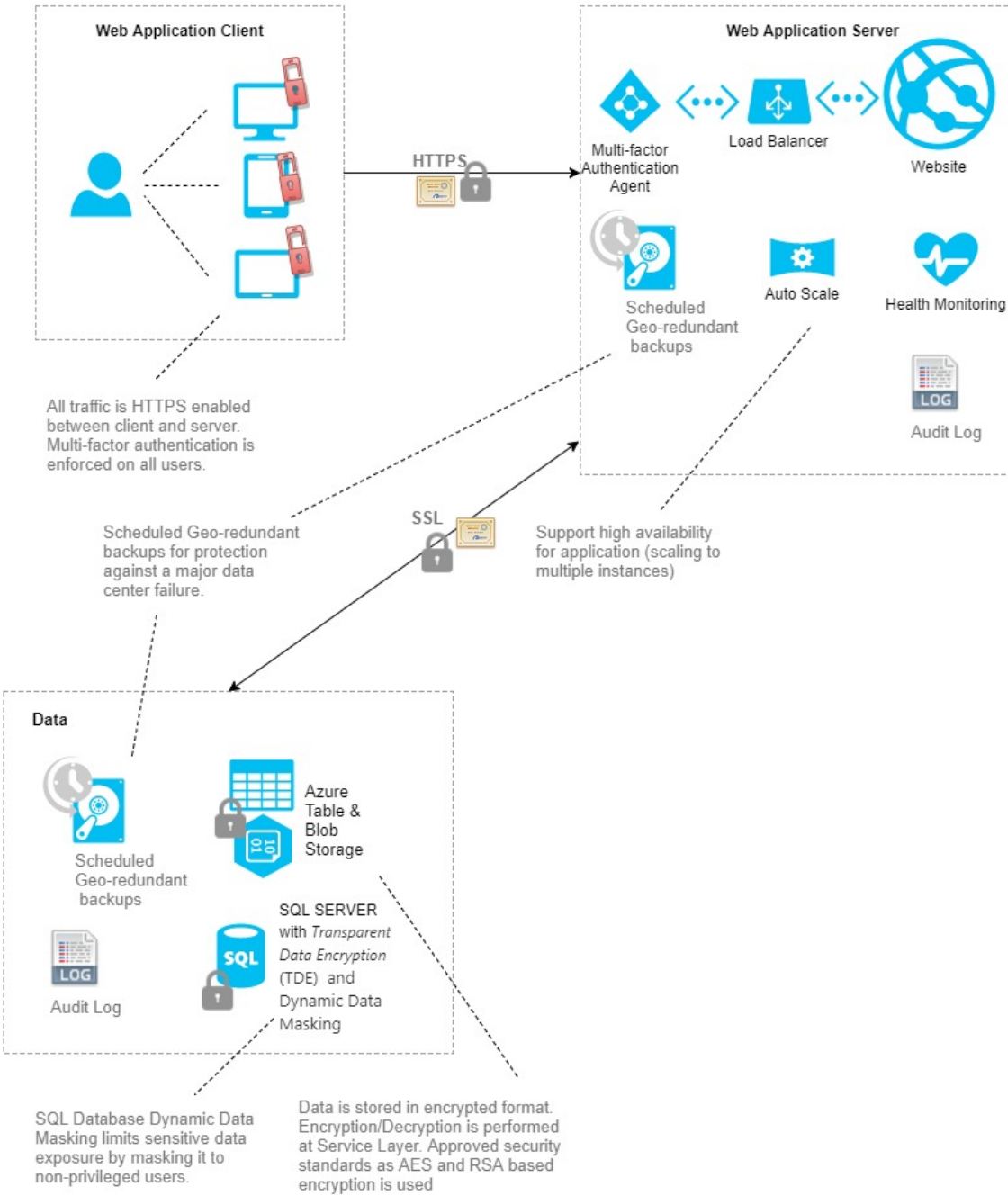
Careful, thorough planning clarifies the system needs and efficiencies, and once planning activities are complete, we again consult with the client regarding the overall design. Prior to execution, the client will have repeated opportunities to review and sign off on the design, and this approval launches the execution of project development.

In the execution stage, all requirements and use cases of the project are correctly implemented and unit tested for positive completion. Throughout these stages, we continuously monitor and control elements to ensure that each of the necessary project steps and activities are happening for the overall success of the project. As the project components are completed, further system, integration, and regression testing occur until the entire system has been completed, with several successfully working modules that make up the whole. Once execution and testing activities have been completed and the system has been thoroughly alpha- and beta-tested, the system will go live in phases in order to monitor system efficiencies and ensure each component functions as intended.

In the closing phase, all stakeholder requirements and use cases are cross-checked with the design, and the stakeholders again sign off on the project. Only after all design components have been checked and approved is the base system considered closed. At that point, the system moves into operational mode, and the client examines and signs off on LDS's continued maintenance and support activities.

Architecture Overview

West Virginia Home Visitation Program Application Network Diagram



Statement of Work / Mandatory Requirements:

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

Web Based Data Collection System

- *Vendor will maintain use of the existing WVHVP federally approved benchmarks and constructs to ensure federal reporting requirements are current based upon federal guidance for 250 users. (Attachment A and Attachment B)*

LDS will design the system to capture necessary data points for reporting requirements and maintain the system to use WVHVP federally approved benchmarks.

- *Web Based Data Collection System must track and allow users to access the number of families and children served.*

LDS will implement a role based system that will allow users to access and manage assigned clients.

- *Web Based Home Data Collection System must allow home visiting agencies the ability to access data and information from home visiting agencies.*

LDS will design and maintain a web based system for home visitation data collection. The system will be accessible through any internet connection on desktop or mobile web browser based clients.

- *Web Based Home Data Collection System must include a process for the program staff to develop and run electronic reports at both the state and local level.*

LDS will build a process for staff to customize and download excel reports through the web interface for custom reporting requirements.

- *Web Based Home Data Collection System must contain home visiting logistics; including: how long it takes to conduct a home visit; how many miles the employee travels and how many average visits per week are completed.*

LDS will capture all identified data points needed for the system related to home visiting logistics including travel details.

- *Web Based Home Data Collection System must document demographic data for the participant, child(ren) and families receiving home visitation services.*

LDS will capture all demographic data for the participants, children and families data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for the dates and scores of of ASQ-3s (Ages and Stages Questionnaire 3) and ASQ-SE2 (Ages and Stages Questionnaire, Social Emotional) administered with families.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for data on domestic violence screening, including referrals and completion of referrals.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow local agencies to scan and maintain an electronic file for Memorandum of Understandings (MOUs) between contracted Home Visiting agency and other community providers.*

LDS will build the capability to upload and assign to providers any scanned file with comments.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for data on collaborative meetings among community partners (dates, agencies, attending, title or brief description of meeting).*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity documentation of supervisory sessions between supervisors and home visitors, including record of issues identified.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for date of first prenatal care visit received and allow electronic storage and tracking/reporting capacity for of prenatal care visits.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for whether mother would like to access birth control at 8 weeks postpartum, and if she is able to access her method of choice.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for subsequent pregnancies within 18 months of the birth of the enrolled child.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for date and outcome of the Edinburg Depression Screening, referral if necessary, and whether care was received.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for breastfeeding information, and continuation of breastfeeding through first four weeks after delivery.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for health insurance status and provider at enrollment.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for monthly client report of Emergency Department (ED) visits for children enrolled in the program.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for smoking information on client based upon Client Profile form completed on each enrolled member.*

LDS will capture and report on all identified data points needed for the system.

- *Web Based Home Data Collection System must provide the following levels of access 1) WVHVP State Office- Full access to all local sites, 2) Home Visitation Supervisors- Access to their site.*

LDS will design the system to provide roles that allow system wide access and site/program level access types with roles in each level.

- *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.*

LDS will provide all items required in the Project Plan with weekly status report.

- *Vendor must host system hardware, software, and all data.*

LDS will host the application using cloud services with 99% reliability and optional scalability. LDS maintain all software and data for the application.

- *Vendor shall provide within the system: a) Systems User Manuals b) System Administrator Manuals.*

LDS will provide User Manuals and System Administrator Manuals.

- *The application data although hosted will be the property of the State of West Virginia, and the WVHVP.*

LDS will host and maintain application as property of the State of West Virginia and the WVHVP.

- *Should the vendor cease to be able to provide hosting services, the vendor shall transfer all data to a location of the State's choosing and provide disc copies. The vendor shall transfer the database and all data collected from WVHVP. Upon mutual agreement the Vendor will provide a hard copy or backup at a mutually agreed time interval.*

LDS will provide all application code and provide data in any standard format needed, if LDS can no longer provide hosting services.

Vendor shall be responsible for the following:

- *Vendor shall not use or disclose protected health information other than as permitted by the Agency or as required by law per The US Department of Health and Human Resources HIPAA site, <http://www.hhs.gov/hipaa/index.html>;*

LDS will provide HIPAA for all members involved in the development and maintenance of the system.

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

LDS will provide a Security, Privacy, and Confidentiality Plan within 30 days.

- *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.*

LDS will provide a Business Continuity Plan within 30 days of contract execution

- *Upon termination of the contract, WVHVP will own all data collected and stored within the web based data collection system. This will include historical data to ensure the program can meet all federal reporting requirements. The Vendor will turn data over to WVHVP.*

LDS will turn over all data upon termination of the contract.

▪ **Training and Support Year 1**

- *Vendor must provide online training and technical assistance on the West Virginia Home Visitation Program (WVHVP) Web Based Data Collection System to WVHVP staff.*

LDS will provide online training and technical assistance for all the WVHVP program users.

- *Vendor will provide live, toll-free support (Monday through Friday from 9:00 am to 5:00 pm EST) to all West Virginia Home Visitation Web Based Data Collection System users throughout the life of the contract.*

LDS will provide toll-free support Monday through Friday from 9:00 am to 5:00 pm EST for the system throughout life of the contract.

- *Vendor must provide an hourly rate for annual changes needed as a result of federal reporting changes. An estimate of how many hours will be needed to complete the changes must be submitted prior to beginning the changes in the data system.*

LDS will provide an hourly rate for updates and an estimate for the amount of hours prior to beginning the changes.

West Virginia Home Visitation Program System Cost

System Development & Hosting Cost

Task	Qty.	Unit Price	Total Price
Web Based Data Collections System	1	\$55,000.00	\$55,000.00
Training and Support month 1-6	1	\$15,000.00	\$15,000.00
Training and Support Year 2	1	\$30,000.00	\$30,000.00
Training and Support Year 3	1	\$30,000.00	\$30,000.00
Training and Support Year 4	1	\$30,000.00	\$30,000.00
Annual Changes in data system	20	\$100.00	\$2,000.00
Subtotal			\$162,000.00

Contact Information and Staffing

Business/Contractual Contact

Name	Ty Petrice, MSE
Role	Program Manager/CEO
Phone	304-641-1767
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Technical Resources Contacts

Name	Parmjit Singh, MSE
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Email	PSingh@localdatasolutions.com

Name	Adam Phillips, BS
Role	Senior Software Developer
Email	Adam@localdatasolutions.com

Name	John Britton, BS
Role	Senior Software Developer
Email	JBritton@localdatasolutions.com

References

Name	Lesley Cotrell
Position	Director
Project	West Virginia University Center for Excellence in Disabilities (WV CED)
Phone	304-293-2914
Email	lcottrell@hsc.wvu.edu

Name	Candice Lefeber
Position	Assistant Director
Project	WV Birth Score Program
Phone	304-293-7350
Email	candice.lefeber@hsc.wvu.edu

Name	Kathy Cummons
Position	Director, DIVISION OF RESEARCH, EVALUATION, AND PLANNING
Project	Prenatal Risk Screening Instrument (PRSI)
Phone	304-558-5388
Email	kathy.g.cummons@wv.gov

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) 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: Local Data Solutions

Authorized Signature: [Signature] Date: 11/10/2021

State of WV

County of Morganlia, to-wit:

Taken, subscribed, and sworn to before me this 10 day of November, 2021.

My Commission expires 3/23, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)



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: 949919			Reason for Modification: ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Doc Description: WEB-BASED HOME VISITATION SYSTEM			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-03	2021-11-16 13:30	CRFQ 0506 MCH2200000002	2

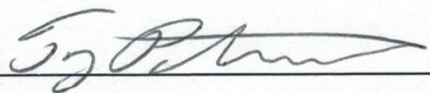
BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000163397
 Vendor Name: Local Data Solutions
 Address: 144
 Street: Scenery Dr.
 City: Morgantown
 State: WV Country: USA Zip: 26505
 Principal Contact: Ty Petrice
 Vendor Contact Phone: 304-641-1767 Extension:

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

Vendor Signature X  FEIN# 26-2017671 DATE 11/14/2021

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, OFFICE OF MATERNAL, CHILD AND FAMILY HEALTH (OMCHF), WEST VIRGINIA HOME VISITATION PROGRAM (WVHVP), IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR A WEB-BASED HOME VISITATION DATA COLLECTION SYSTEM TO BE USED BY ALL HOME VISITING AGENCIES PER THE ATTACHED DOCUMENTS.

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

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BPH - OMCFH MATERIALS MANAGEMENT 900 BULLITT ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Web Based Data Collections System	1	Year	\$55,000.00	\$55,000.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Section 2.1.1 - Web Based Data Collections System

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BPH - OMCFH MATERIALS MANAGEMENT 900 BULLITT ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Training and Support month 1-6	1	Year	\$15,000.00	\$15,000.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:

Section 2.1.2 - Training and support months 1-6

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - OMCFH MATERIALS MANAGEMENT 900 BULLITT ST CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Training and Support Year 2	1	Year	\$30,000.00	\$30,000.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:
Section 4.1.3 - Training and support Year 2

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BPH - OMCFH MATERIALS MANAGEMENT 900 BULLITT ST CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Training and Support Year 3	1	Year	\$30,000.00	\$30,000.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:
Section 4.1.4 - Training and support Year 3

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BPH - OMCFH MATERIALS MANAGEMENT 900 BULLITT ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Training and Support Year 4	1	Year	\$30,000.00	\$30,000.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Extended Description:
Section 4.1.5 - Training and support Year 4

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BPH - OMCFH MATERIALS MANAGEMENT 900 BULLITT ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Annual Changes in data system	20.00000	HOUR	\$100.00	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
Section 4.1.2.3 Vendor must provide an hourly rate for annual changes needed as a result of federal reporting changes in the data system.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2021-11-01

	Document Phase	Document Description	Page
MCH220000002	Final	WEB-BASED HOME VISITATION SYSTEM	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MCH220000002

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

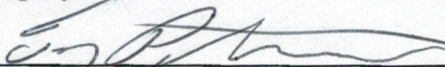
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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

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

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

Local Data Solutions
Company


Authorized Signature

11/14/2021
Date

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

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. Support of Individual Rights.

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

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

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

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

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

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

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

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

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

4. Addendum Administration.

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

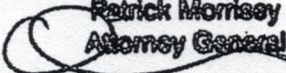
and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

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

5. General Provisions/Ownership of PHI.

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

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


Patrick Morrissey
Attorney General
BY _____

AGREED:

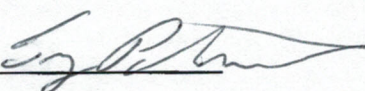
Name of Agency:

Signature: _____

Title: _____

Date: _____

Name of Associate:

Signature:  _____

Title: CEO _____

Date: 11/14/2021 _____

Appendix A

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

Name of Associate: Christine L. Basham

Name of Agency: WV DHHR / BPH

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

Web Based Home Visitation System collects personal data.