



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

Header 1

List View

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

Procurement Folder: 949919

Procurement Type: Central Master Agreement

Vendor ID: VS0000013418

Legal Name: DATAKEEPER TECHNOLOGIES LLC

Alias/DBA:

Total Bid: \$50,332.00

Response Date: 11/16/2021

Response Time: 13:28

Responded By User ID: jchotz

First Name: Jeffrey C

Last Name: Hotz

Email: jchotz@data-keeper.com

Phone: 512-970-7283

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: MCH2200000002

Published Date: 11/3/21

Close Date: 11/16/21

Close Time: 13:30

Status: Closed

Solicitation Description: WEB-BASED HOME VISITATION SYSTEM

Total of Header Attachments: 1

Total of All Attachments: 1



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:	949919	
Solicitation Description:	WEB-BASED HOME VISITATION SYSTEM	
Proc Type:	Central Master Agreement	
Solicitation Closes	Solicitation Response	Version
2021-11-16 13:30	SR 0506 ESR11162100000003069	1

VENDOR
VS0000013418 DATAKEEPER TECHNOLOGIES LLC

Solicitation Number: CRFQ 0506 MCH2200000002

Total Bid: 50332 **Response Date:** 2021-11-16 **Response Time:** 13:28:20

Comments:

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Web Based Data Collections System				33332.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments: The total cost for item 2.1.1 is based on WWHVP current subscriptions with Visit Tracker and the renewal cost for these accounts in 2022. Visit Tracker subscriptions are annual. The costs for Years 2-4 are included in the document attached with this bid submission

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				3500.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments: Training and support costs are for 10 2-hour webinar training sessions each year at \$350 each

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				3500.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments: Training and support costs are for 10 2-hour webinar training sessions each year at \$350 each

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				3500.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments: Training and support costs are for 10 2-hour webinar training sessions each year at \$350 each

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				3500.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments: Training and support costs are for 10 2-hour webinar training sessions each year at \$350 each

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	150.000000	3000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: It is DataKeeper s understanding that any possible federal reporting customization will be requested and estimated as needed. Therefore, no customization costs have been included in this bid. DataKeeper bills custom development work at \$1,200 per developer day. The hourly rate breakdown is included in Section 4.1.2.3 below.

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.

DataKeeper

P.O. Box 1322
Del Valle, TX 78617
www.data-keeper.com

November 15, 2021

To Whom It May Concern,

Thank you very much for the opportunity to submit a quote for CRFQ 0506 MCH2200000002-2.

Below you will find additional information regarding pricing submitted in this bid and responses to the qualification items list in the CRFQ Solicitation.

It has been our pleasure to serve the West Virginia Home Visiting Program for the past 3 years and hope to have the opportunity to continue to do so.

Sincerely,

David Tisdale

Product Manager
DataKeeper Technologies, LLC

Pricing

Notes on Pricing

The total cost for item 2.1.1 is based on WVHVP current subscriptions with Visit Tracker and the renewal cost for these accounts in 2022. Visit Tracker subscriptions are annual. Here is a projected total subscription cost for years 2, 3 and 4 including the State Leader and Custom Reports account.

- Year 2 = \$34,723
- Year 3 = \$36,080
- Year 4 = \$37,503

Training and support costs are for 10 2-hour webinar training sessions each year at \$350 each beginning in 2022.

Also in this bid, it is DataKeeper's understanding that any possible federal reporting customization will be requested and estimated as needed. Therefore, no customization costs have been included in this bid. DataKeeper bills custom development work at \$1,200 per developer day. The hourly rate breakdown is included in Section 4.1.2.3 below.

Pricing Details

Contract Item	Unit	Price	Total Cost
Section 2.1.1 - Web Based Data Collection System for up to 300 users	300	variable	\$25,067
State Custom Report account	1	\$7,500	\$7,500
State Leader Account	1	\$765	\$765
Section 2.1.2 - Training and support months 1-6	10	\$350	\$3,500
Section 4.1.3 - Training and support Year 2	10	\$350	\$3,500
Section 4.1.4 - Training and support Year 3	10	\$350	\$3,500
Section 4.1.5 - Training and support Year 4	10	\$350	\$3,500
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.			
- Requested quantity	20	\$150	\$3,000
Total Cost			\$50,332

Qualifications 3.1

Vendor must have a minimum of 2 years experience with design and implementation of Parents as Teachers, Healthy Families America, Early Head Start and Right From the Start forms and processes. **Vendor should provide documentation of experience with the initial quotation. Documentation to demonstrate experience must be provided upon request.**

Vendor Response

DataKeeper has been building, enhancing and customizing our VisitTracker software since 2002 for home visiting models Parents As Teachers and Healthy Families America. Additionally, we've been customizing for state-level MIECHV needs since 2013. We currently support 6 states (IL, TX, CO, ND, NV, WA, WV) with ongoing customizations, detailed & consolidated reports, additional data access for analytics and new features for additional data collection, reporting and analysis.

DataKeeper specializes in software for data collection & reporting for Early Childhood Education across numerous ECE curriculums – nothing else. As such, we have experience, collaboration, insights and partnerships specific to MIECHV and ECE, that are not available from other vendors.

Lastly, we are a small company headquartered in Austin, TX. As a small company, we're staffed by experienced, ECE experts and our customers and clients are treated to direct, individual support that solves their problems and answers their questions quickly.

4. General Requirements

Item	Requirement	Vendor Response
4.1.1.1	Vendor must maintain use of the existing WVHVP federally approved benchmarks and constructs to ensure required federal reporting requirements are current based upon federal guidance for 300 users	Requirement met
4.1.1.2	Web Based Data Collection System must track and allow users to access the number of families and children served	Requirement met
4.1.1.3	Web Based Data Collection System must allow home visiting agencies the ability to access data and information from home visiting agencies	Requirement met
4.1.1.4	Web Based Data Collection System must include a process for the program staff to run electronic reports at both the state and local level	Requirement met
4.1.1.5	Web Based 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 home visits per week are completed	Requirement met
4.1.1.6	Web Based Data Collection System must document demographic data for the participant child(ren) and families receiving home visiting services	Requirement met
4.1.1.7	Web Based Data Collection System must allow electronic storage and tracking / reporting capacity for the dates and scores of ASQ-3s	Requirement met

	and ASQ-SE2 administered with families	
4.1.1.8	Web Based Data Collection System must allow electronic storage and tracking / reporting capacity for data on domestic violence screening, including referrals and completion of referrals	Requirement met
4.1.1.9	Web Based 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	Requirement met
4.1.1.10	Web Based 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)	Requirement met
4.1.1.11	Web Based 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	Requirement met
4.1.1.12	Web Based 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 prenatal care visits.	Requirement met
4.1.1.13	Web Based 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	Requirement met
4.1.1.14	Web Based Data Collection System must allow electronic storage and tracking /reporting capacity for subsequent pregnancies within 18 months of the birth of the enrolled child	Requirement met
4.1.1.15	Web Based 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	Requirement met
4.1.1.16	Web Based Data Collection System must allow electronic storage and tracking /reporting capacity for breastfeeding information, and continuation of breastfeeding through first four weeks after delivery	Requirement met
4.1.1.17	Web Based Data Collection System must allow electronic storage and tracking /reporting capacity for health insurance status and provider at enrollment	Requirement met
4.1.1.18	Web Based 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	Requirement met

4.1.1.19	Web Based 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	Requirement met
4.1.1.20	Web Based 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	Requirement met
4.1.1.21	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	Requirement will be met
4.1.1.22	Vendor must host system hardware, software, and all data	Requirement met
4.1.1.23	Vendor shall provide within the system: a) Systems User Manuals b) System Administrator Manuals	Requirement met
4.1.1.24	The application data although hosted will be the property of the State of West Virginia, and the WVHVP	Requirement met
4.1.1.25	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 mutually agreed time interval.	Requirement will be met
4.1.1.26.1	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.	Requirement met
4.1.1.26.2	Vendor must provide agency with a Security, Privacy, and Confidentiality Plan within 30 calendar days	Requirement will be met
4.1.1.26.3	Vendor must provide a Business Continuity Plan within 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	Requirement will be met
4.1.1.27	Upon termination of the contract, WVHVP will own all data collected and stored within the web based data system. This will include historical data to ensure the program can meet all federal reporting requirements. The Vendor will turn data over to WVHVP or a third party designated by WVHVP	Requirement will be met
4.1.2	Training and support	
4.1.2.1	Vendor must provide online training technical assistance on the West Virginia Home Visitation Program (WVHVP) web-based data collection system to WVHVP program staff	Requirement included in pricing

4.1.2.2	Vendor will provide live, toll-free support (Monday through Friday from 9:00 am to 5:00 pm EST) to all WVHVP web based data collection system users throughout the life of the contract	Requirement met
4.1.2.3	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	Requirement included in pricing

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.

David Tisdale, Product Manager

(Name, Title)

David Tisdale, Product Manager

(Printed Name and Title)

PO Box 1322, Del Valle, TX 78617

(Address)

800-532-7148 / 512-201-4015

(Phone Number) / (Fax Number)

dtisdale@data-keeper.com

(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DataKeeper Technologies, LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Jeffrey C Hotz, President

(Printed Name and Title of Authorized Representative)

11/15/2021

(Date)

800-532-7148 / 512-201-4015

(Phone Number) (Fax Number)

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.

DataKeeper Technologies, LLC

Company



Authorized Signature

11/15/2021

Date

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

**REQUEST FOR QUOTATION
CRFQ MCH2200000002
Web-Based Home Visitation Data Collection System**

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

8.2.1 Immediate cancellation of the Contract.

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

8.2.3 Any other remedies available in law or equity.

9 MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: David Tisdale
Telephone Number: 800-532-7148
Fax Number: 512-201-4015
Email Address: dtisdale@data-keeper.com

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

BY 
Patrick Morrissey
Attorney General

AGREED:

Name of Agency:

Signature: _____

Title: _____

Date: _____

Name of Associate:

Signature:  _____

Title: President

Date: 11/15/2021

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.

Any and all personally identifiable information including but not limited to patient name, address, date of birth, social security number, telephone number and insurance information.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or *"Interested parties"* means:

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: DATA KEEPER Address: 168 SABINE DR
CEDAR CREEK, TX 78617

Name of Authorized Agent: J DAVID TISDALE Address: 3150 COMMUNITE CT NW, SALEM OR
97304

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

- 1. Subcontractors or other entities performing work or service under the Contract
 Check here if none, otherwise list entity/individual names below.

- 2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
 Check here if none, otherwise list entity/individual names below.

- 3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)
 Check here if none, otherwise list entity/individual names below.

Signature: [Signature] Date Signed: 11/16/2021

Notary Verification

State of OREGON, County of DICK:

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

Taken, sworn to and subscribed before me this 16th day of November, 2021
[Signature]
Notary Public's Signature

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



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: DataKeeper Technologies, LLC

Authorized Signature: [Signature] Date: 11/16/2021

State of Oregon

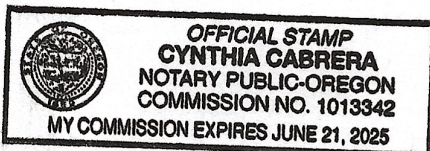
County of Polk, to-wit:

Taken, subscribed, and sworn to before me this 15th day of November, 2021

My Commission expires June 21, 2025, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Purchasing Affidavit (Revised 01/19/2018)